

**CENTRAL PROCUREMENT ORGANISATION (M)
BHARAT PETROLEUM CORPORATION LIMITED
'A' INSTALLATION, SEWREE-FORT ROAD
SEWREE (EAST), MUMBAI-400015**

LIMITED TENDER



**TENDER FOR RENOVATION OF FIRST FLOOR AT BPCL SOUTHERN REGIONAL OFFICE,
ANNANAGAR, CHENNAI**

TENDER CRFQ NUMBER: 1000387844

E-TENDER SYSTEM NUMBER: 3048

DUE DATE: 27.06.2022 AT 15:00 HRS IST

**PRE-BID MEETING: 16.06.2022 AT 15:00 HRS
VIA MICROSOFT TEAMS**

CPO: GR-II/22-23/SRO-1st Floor-HRS-SOUTH

SUBJECT: INVITATION TO BID

COMPETITIVE OFFERS ARE INVITED IN TWO-PART BID- TECHNO COMMERCIAL BID AND PRICE BID FROM ELIGIBLE BIDDERS.

NAME OF WORK: TENDER FOR RENOVATION OF FIRST FLOOR AT BPCL SOUTHERN REGIONAL OFFICE, ANNANAGAR, CHENNAI

CRFQ No. : 1000387844

E-TENDER No. : 3048

1. ABOUT THE COMPANY:

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

The HRS Entity is engaged in the creation, maintenance and upkeep of Offices and Residential Complexes for Staff located across the country.

2. OBJECTIVE OF THE TENDER:

Bharat Petroleum Corporation Limited (BPCL) intends to engage parties to carry out Renovation of First Floor A,B and C Wing at BPCL Southern Regional Office, Annanagar , Chennai.

Complete address of site: First Floor A,B and C wing,
BPCL Southern Regional Office,
No. 1 Ranganathan Gardens, 15th Main Road,
Annanagar West, Chennai 600040

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

3. THIS TENDER DOCUMENT CONSISTS OF THE FOLLOWING ANNEXURES, WHICH ARE ENCLOSED:

(A) TECHNO-COMMERCIAL BID:

Annexure-I	:	Instructions to Bidders
Annexure-II	:	General Instructions to Bidders for E-Tendering
Annexure-III	:	Scope of Work
Annexure-IV	:	Special Conditions of Contract
Annexure-V	:	General Conditions of Contract
Annexure-VI	:	Integrity Pact
Annexure-VII	:	Drawings
Annexure-VIII	:	Compliance of Restrictions for Countries
Annexure-IX	:	BPCL's SOCIAL MEDIA POLICY
Annexure-X	:	Purchase Preference Linked with Local Content
Annexure-XI	:	Mandatory Form Formats.

(B) PRICE BID:

A price bid shall have to be submitted online as provided in E-tender.

4. Pre-Bid Meeting for the tender will be held on **16.06.2022 commencing at 15:00 Hrs. IST** through a Microsoft Teams meeting.
5. The vendors who are currently on BPCL's Holiday List or with other PSU Oil marketing companies i.e. HPCL and IOCL will not be considered.
6. BPCL reserves the right to accept any offer in whole or part or reject any or all offers without assigning any reason. BPCL is also not bound to accept the lowest Bid.
7. If BPCL is unable to evaluate any offer for want of information, such offer will not be considered.
8. BPCL reserves the right to change the quantity (increase/decrease) tendered.
9. BPCL's decision on any matter regarding short listing of Vendors shall be final and any applicant shall not enter into any correspondence with BPCL unless asked for.
10. Your online bid should be submitted on or before the due date of this tender. E-tender system will automatically close on the due date and time and bidders will not be able to submit their bids after the closing time. Bids not in the prescribed format are liable to be rejected. BPCL does not take any responsibility for any delay in submission of online bids due to connectivity problem or non-availability of site and/or other documents/instruments to be submitted in physical form due to postal delay. No claims on this account shall be entertained
11. Based on the information and documents submitted, the parties who are found to be techno commercially eligible shall qualify for the next round of the tender viz. price bid.
12. For any clarification pertaining tender, bidder may contact concerned person/department on Contact Numbers and E-Mail Ids, as appended below.

Contact Person	Query Related to	Contact
Vineetha K K (Engineer In Charge) HRS Admin. Facilities (South)	Site Related information, Technical detail , scope of work, BOQ Items, Specifications	vineethakk@bharatpetroleum.in 9790739499/044-26142026
Samrat Das (Project In-charge) HRS Admin. Facilities (South)	Technical detail , scope of work, BOQ Items, Specifications	samratdas@bharatpetroleum.in 9874622779
Mr. Sapkale Harshal <u>M/s. C1 India Pvt Ltd</u>	Issues related with E-tender site www.bpcltenders.eproc.in -Login & Digital Signature Issue.	<u>(022)24176419/ 9766900823</u> harshal.sapkale@c1india.com

Mr. Darshan Sapkale_ <u>M/s. C1 India Pvt Ltd</u>	-Document download / upload problem ,unable to view page, tender submission related issue, tender page not opening etc.	<u>darshan.sapkale@c1india.com</u> 7020200564 022-24176233
Abdul Matin (Proc. Manager) Central Procurement Org. (M)	Tender Document, Pre-Bid Meeting	<u>abdulmatin@bharatpetroleum.in</u> (022) 24176199/9983784935
Amit Kumar (Proc. Leader) Central Procurement Org. (M)		<u>sahah@bharatpetroleum.in</u> (022) 24176041/9819911524

13. For clarifications, if any, please feel free to contact the Procurement Officer on 022 24176199/9983784935 on any working day between 10:00 am to 4:00 pm.

Yours faithfully,

for **BHARAT PETROLEUM CORPORATION LIMITED**

Sd/-

Amit Kumar
Procurement Leader-Group II

ANNEXURE-I: INSTRUCTION TO BIDDERS

- 1) Vendor need to deploy professional and skilled workmen and supervisor who is experienced to handle civil, interior, acoustics, electrical, HVAC, Public address systems and other associated works (essentially one supervisor for this site) for completing work with high standard of workmanship and quality.
- 2) The Price Bid shall be unconditional. Conditional tender shall be rejected.
- 3) The tender should be submitted only in the prescribed e-tender schedule form supplied by BPCL.
- 4) Work is to be carried out during and after office hours, Saturdays, Sundays, holidays (observed by BPCL).
- 5) Excess quantity over that mentioned in work order or extra item or deviation in work order should not be carried out by the Contractor unless has been asked to do so in writing by BPCL and if carried out without such written approval the same will be at the risk and cost of the Contractor.
- 6) Basic rates mentioned in tender: Wherever basic price has been specified in the tender, the tenderers are required to submit the original invoice from the supplier for that item to establish the valuation of supplied items to the satisfaction Architect/Engineer-in-charge. The basic rate considered shall be the rate mentioned in the invoice post discounts and excluding GST. Accordingly, these items shall be paid on pro-rata basis for cost variation. No Price adjustment shall be made for any variation in the basic rate within +/- 5%.
- 7) The Contractor shall carry out works as per directions in the Work Order. The Contractor shall not undertake on his own any change in the specification mentioned in the Tender Documents and Work Orders. In case of doubt the Contractor will refer the matter in writing to the BPCL and the Contractor shall carry out the items of work as per clarifications given in writing. In case of delay in getting such clarifications the Contractor will not be entitled for any claim on account of idling of their labour, machinery etc. In case the Contractor carries out the work as per his own specifications not acceptable to BPCL in such cases the same will be required to be redone as per specifications given by BPCL/Architects at the Contractor's risk and cost. If the Contractor fails to re-do the work, BPCL reserves the right to get it done through any agency at the entire risk and cost of the Contractor.
- 8) **Bye-laws and regulations:**
 - The installation shall be in conformity with the Bye-laws, Regulations and Standards of the local authorities concerned, in so far as these become applicable to the installation. But if these Specifications call for a higher standard of materials and / or workmanship than those required by any of the above regulations and standards, then these Specifications shall take precedence over the said regulations and standards. However, if the specifications require something which violates the Bye-laws and Regulations, then the Bye-laws and Regulations shall govern the requirement of this installation.
 - Contractors are expected to strictly adhere to the Labour Laws in force from time to time by both Central and State Governments. The necessary records

should be maintained at site and an amenity to the labours has to be made available at site as per law. The labours should be paid the salary in time as per the Minimum Wage Act.

- The work has to be executed at specified premises as per the tender. Contractor should apprise himself of all the conditions prevailing in such location and the restrictions placed on movement of personnel and equipment, types of equipment and tools permitted, working methods allowed etc. in the light of security and safety regulations operative in the area. The safety regulations to be complied with, by the contractor will also be provided along with the tender. No idle time wages or compensation for temporary stoppage of work or restrictions would be paid, and the rate quoted for the various items of work should cover the cost of all such contingencies and eventualities.
- The Contractor shall ensure that he/his 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. The completion of the work may entail working in the monsoon also.
- The contractor has to ensure that all the safety norms are strictly followed by the workmen during the execution of the work. The safety norms include helmet, safety shoes, safety belt and most importantly without scaffolding no workmen is expected to carry out the work using ropes etc.

9) Labour License: The contractor shall have a valid labour license and shall submit the copy of the same. In case of any migrant labour deployed, necessary license from the appropriate authorities should be obtained and provided. The Contractor will abide by rules and regulations, by laws and statutes etc. imposed by the Government / semi Government and other local authorities such as Municipality etc., for execution of this job.

10) The Contractor shall follow strictly the safety norms of security observed by BPCL while working the premises of BPCL.

11) The Contractor shall make his own provision for all necessary storage with adequate security on the site in a specified area for all materials, which is likely to deteriorate by the action of the sun, rain or other material causes due to exposure, in such a manner that all such materials, tools, etc., shall be duly protected from damage by weather or any other cause. BPCL will not be responsible for loss of any such materials belonging to the contractor. All such stores shall be cleared away and the ground left in good and proper order on completion of this Contract unless otherwise expressly mentioned therein.

12) The Tenderer should ensure the availability of complete set of essential tools & tackles during taking over the site.

13) Testing of works and materials and preparation of samples: The Contractor shall, if

required either by BPCL/Architects shall arrange to test materials and/or portions of the works at his own cost in order to prove their soundness and efficiency. If after any such test, the work or portions of the works are found, in the opinion of the Architect to be defective or unsound, the Contractor shall pull down and re- erect the same at his own cost. Samples of each class of materials and workmanship shall be submitted by the Contractor for the approval of the BPCL / Architect before procurement and execution.

- 14)** The equipment supplied with all component elements, its erection, testing and commissioning should comply with all applicable Bureau of Indian Standard Specifications, amended up to date.
- 15)** The works executed can be inspected by statutory inspecting authorities i.e. Chief Technical Examiner etc. and their recommendations, recoveries on account of sub-standard works/services and or any default of the agreed tender conditions and other terms and conditions, if any, will be binding on the successful tenderers, within the frame work of the work tender.
- 16)** The Vendor shall take due care to ensure that no damage is caused to any part of building during execution of work at site. Any damages shall be rectified by the Vendor at his own risk and cost.
- 17)** Water & Electricity: Water and electricity can be taken from BPCL SRO. The office has HT power supply connection. Hence, Entire Electrical work shall be carried out only through a licensed Electrician authorized to carry out works in such establishments.
- 18)** All repairs & patch work, if any, shall be neatly carried out to match with the original finish and to the entire satisfaction of the Site Engineer. Any damages to the building due to execution of work shall have to be made good immediately by the contractor at his own cost.
- 19)** Upon completion of the work all the areas should be cleaned. All floors, doors, windows, surface etc. shall be cleaned down in a manner which renders the work acceptable to the employer. The work shall not be treated as completed in all respects unless these requirements are fulfilled by him. In the event of contractor's failure to do so, the Engineer-in-charge and the employer shall have the right to get the site cleared, dust and dirt removed from floors, doors and windows etc. at the contractor's risk and cost.
- 20)** Before procuring any material for carrying out various works listed out in tender, the material has to be approved by BPCL Officer Incharge for its make and quality. Contractor shall provide options through samples/ catalogues to BPCL for selecting the items for carrying out the work. BPCL at its discretion can discard any item found not suitable as per tender terms. BPCL shall also have the discretion to reject any item procured and installed without taking the prior approval of BPCL officer Incharge.
- 21)** Malba/ scrap generated should be removed on daily basis and disposed in an approved municipal dumping yard on contractors cost to keep the site clean & safe. Cleaning of the site along with other housekeeping work shall be done by vendor on daily basis. Contractor shall dispose off the rubbish materials from the premises to outside the Municipal limits or as permitted by the local authorities, irrespective of lead and mode of transportation involved after due approvals from BPCL.
- 22)** Supply of all labours, supervision, tools and tackles, machinery, consumables, materials and all other accessories, not specifically mentioned herein, but required to

complete the work in all respects to the satisfaction of BPCL Site In-charge shall be covered under the scope of the vendor.

- 23)** Storage of all the material including its transportation, loading / unloading of the material from / to stores / work site is in vendor's scope at no additional cost to the BPCL. The Contractor shall make his own provision for all necessary storage with adequate security on the site in a specified area.
- 24)** The vendor is required to prepare a handing over document including all warranty cards of various equipment installed at site along with the details of items used for project, GST invoice of items where basic rate has been mentioned.
- 25)** The Tenderer shall visit site and apprise himself of various site/local conditions and location etc. including type of work at no additional cost to BPCL. The vendor shall execute the work in compliance with the requirements of the various relevant Statutory Rules, Regulation or Acts in force.
- 26)** The vendor should co-operate with other vendors working at the site in emergency situation or as per requirement of site. Also vendor need to co-operate and follow up with the local authorities for any type of exigency.
- 27)** The rates quoted by the tenderer in the schedule of quantities will be deemed to be for the finished work and shall include all charges for:
- a) Labour, maintenance, fixing, arranging, cleaning, making good, hauling etc.
 - b) Plant, double scaffolding, frame work, English ladders, ropes, nails, spikes, tools, materials and workmen, protection from weather, temporary supports, platform and the maintenance of the same.
 - c) Covering for the walling and other works during inclement weather or strikes or whenever directed, as necessary.
 - d) All temporary canvas, lights, tarpaulin, barricade as per requirement, water shoots etc.
 - e) All measures required to be taken for protection of existing works.
 - f) All such temporary weatherproof sheds at such places and in a manner approved by the Architect for the storage and protection of materials against the effects of sun and rain.
 - g) All tests of materials.
 - h) No tools and plants shall be issued by the BPCL under the Contract.
- 28)** The building in which the works are required to be carried out is occupied and functional offices are operating out of it. The vendor shall ensure least disturbance to the people in the office due to Project works, including regular cleaning and upkeep jobs at site. Any works such as electrical, civil, interior furnishing etc. shall not lead to disruption of electricity, Data, telephone, water supply etc. for other occupants of the building. Contractor shall be solely responsible for such issues. In the event of contractor's failure to do so, the Engineer-in-charge and the employer shall have the right to get the site cleared, dust and dirt removed from floors, doors and windows etc. at the contractor's risk and cost.
- 29)** Contractor shall maintain proper record of material received, consumed, test report and certificate of the materials, copy of purchase invoices of materials with basic rates, daily work progress register, manpower deployment and hindrance register etc. The same will be produced to BPCL as and when asked for scrutiny and will be handed over after completion work along with the completion report of the work.
- 30)** Contractors are required to submit unpriced PO copy of major items / jobs placed by

the contractor to other agencies to BPCL. Bills to be supported with joint measurement in the Measuring Book of BPCL which shall be submitted in the form of hard copy as well as soft copy of the measurement in the excel format. Measurement to be recorded before work is covered up. The Contractor shall take joint measurements with the Architect's/ BPCL representative before covering up or otherwise placing beyond the reach of measurement any item of work. Should the Contractor neglect to do so, the same shall be uncovered at Contractor's expense or in default thereof, no payment or allowance shall be made for such work or the materials with which the same was executed.

- 31) Insurance:** The Contractor shall provide adequate insurance cover at his cost. The Contractor shall not commence any work at site until all the insurance policies as required under the General Conditions of Contract have been submitted to BPCL.
- 32) BPCL clarifications** regarding partially omitted particulars or typographical or clerical errors shall be final and binding on the Contractor.
- 33) Vendor need to co-operate** with the existing vendors working at the site to complete the job and in exigency situations. There shall be other contractors working parallelly in the site for other works for which you are required to extend full cooperation and support. All the works shall complement and supplement each other for works at any height, vendor needs to use scaffolding of Steel materials only. Also rates quoted are applicable for all heights / depths and floors including scaffolding, if required. The rates quoted by the contractor shall remain valid till the completion of the works. No escalation shall be paid by BPCL for any reason whatsoever.
- 34) Vendor need to ensure** all safety requirements at site including all processes & procedures of working which shall confirm to HSSE Guideline of highest standards including availability of all PPEs like safety harness, safety shoes, safety helmet etc. as required ensuring safe working site at all time.

35) SUBMISSION OF BIDS:

Bidding for all items of the tender is mandatory.

a) TECHNO-COMMERCIAL

All information and documents to be submitted in technical bid . Price bid of only those bidders shall be opened who qualify in the Techno-commercial bid. The schedule for opening the price bid shall be advised separately.

b) PRICE BID

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

ii. Discount/escalation to be quoted in the Price Bid: The rates estimated by BPCL have been published against each of the items. The bidder has to quote the same discount/escalation %age in all the items. Same %age Discount/escalation has to be quoted for all items.

The bidder needs to key in the applicable GST % and HSN/SAC code for each item in the columns provided. The bidder may cross-check the total amount post discount/escalation (auto-calculated) against each item, in their own interest.

Further, the Price Bid includes a form for Buyback items. The rates estimated by BPCL for buyback of items have been published against each of the items. The bidder has to quote the Discount/escalation %age in this form (This %age need not be the same as quoted for the works and supply items). The bidder may cross-check the total amount post premium (auto-calculated) against each item, in their own interest.

Evaluation for lowest successful bidder to be done for the complete job, considering net cash outflow including buyback (i.e., (total of works and supply items) – (total of buyback items)).

The order shall be placed on the bidder quoting highest reduction (%) on the total estimated amount for tender on “Overall Lowest Landed Cost Basis”.

Sample price bid format for guidance is given below:

DO NOT QUOTE ANY AMOUNT HERE, % ESCALATION/DE-ESCALATION TO BE QUOTED IN ONLINE PRICE BID IN E-TENDER PORTAL ONLY

Price Bid Page-1

Tender ID	3048
CRFQ No. :	1000387844
Department Name :	CPO (M) - Procurement Group 2

Price Bid Side (Applicable For Bidders)	
Description :	Renovation of 1st Floor
Detailed Description :	Bidders to quote in %(Percent) "Below" or "Above" the Rates Published by BPCL. Published Rates are excluding GST. Bidder to quote correct GST Rates and HSN/SAC Codes
Important Note :	"Below" to be selected for Discount on published rates and "Above " to be selected for escalation on published rates. Rates published are exclusive of GST.
Above or Below :	Below
Deviation in percentage (use 0 for at par) :	10

Enter % for Discount/Escalation

For example: For quoting 10% pl enter value as 10

Value mentioned here will get copied for all items of Page-2 & 3

For Page 4 bidder can input any pl value mentioned in page-1 is not copied to items of page-4

Select “Below” from drop down for quoting Discount on published rates

Or

Select “Above” from drop down for quoting Escalation on published rates

Above or Below selected here will get copied for all items of Page-2 & 3

For Page 4 pl Disposal/buyback items bidder can input “Above” or “Below” against published Rates

Price Bid Page-2

S.No.	Main Work	Item Short Description	RFQ ITEM NO.	RFQ Item text	Service Item No.	SERVICE CODE	Short Description	Long Description	Plant	UOM	Quantity	Unit Rate in Rs.(Figure) Published by BPCL	Above or Below	Bidders to quote percentage(%) on the rates published	Unit Rate in Rs. Quoted by Bidder(Figure)	Total Cost	GST%	SAC Code
1	Total of Schedule (in Rs.)	ITEM 1		Project 10/Name	10	3000000/Item	Short Description of	Detail description of item	Plant Name	M2	100	500	Below	10	450	45000		

Only GST % and SAC Code field are active, bidder to quote correct GST % and SAC Code,

pl, not do not mention GST Value

Price Bid Page-3

S.No.	Main Work	Item Short Description	RFQ ITEM NO	RFQ Item text	MATERIAL CODE	Short Description	Long Description	Plant	UOM	Quantity	Unit Rate in Rs.(Figure) Published by BPCL	Above or Below	Bidders to quote percentage(%) on the rates published	Unit Rate in Rs. Quoted by Bidder(Figure)	Total Cost	GST%	HSN Code
1	Total of Schedule (in Rs.)	ITEM 1		Project ID/Name	9000000	Short Description of Item	Detail description of item	Plant Name	EA	100	500	Below	10	450	45000		

Only GST % and HSN Code field are active, bidder to quote correct GST % and HSN Code,

pl. not do not mention GST Value

Page-4 For Disposal(Buy Back Items)

S.No.	Main Work	Item Short Description	RFQ ITEM NO	RFQ Item text	MATERIAL CODE	Short Description	Long Description	Plant	UOM	Quantity	Unit Rate in Rs.(Figure) Published by BPCL	Above or Below	Bidders to quote percentage(%) on the rates published	Unit Rate in Rs. Quoted by Bidder(Figure)	Total Cost without Taxes	GST%	GST in RS	Total Cost including GST(Rs)	TCS%	TCS in RS	Total Landed Buyback Amount (Rs)	HSN Code
1	Total of Schedule (in Rs.)	ITEM 1		Project Name	9000000	Short Description of Item	Detail description of item	Plant Name	EA	100	500											

Bidder to select "Above" or "Below" from dropdown

Bidder to enter GST Rate in %
Do not enter GST Amount

Bidder to enter HSN Code

Bidder to enter value of % escalation/de-escalation on Published Rates

36) Covid-19 precautions:

In the prevailing Covid-19 Pandemic situation, the contractor is required to ensure and adhere to proper Covid-19 precautions and guidelines as stipulated by MoHFW, Central and respective state Govt. where the work is executed. It shall be the duty of the contractor that all staff deployed for the project, follows strict Covid-19 precautions while inside the premises. The following lists the major points:

- 1) Appropriate personal protective equipment like face masks, gloves, shoes including appropriate disinfecting equipment like sanitizer, soaps, disinfector, sprayer, brush etc. shall be made available.
- 2) Sanitisation of area to be ensured at the end of each work shift.
- 3) Entry to office shall be permitted only if the body temperature of the person is below 37.3 degrees and does not show any Covid-19 related symptoms. Daily temperature record of each manpower entering the premises to be recorded along with contact details and address.
- 4) Maintain social distancing while carrying out work.
- 5) Follow the guidelines issued and revised by the Govt. from time to time

ANNEXURE-II:GENERAL INSTRUCTIONS TO BIDDER FOR E-TENDERING

General Instruction for e-tendering is enclosed as Annexure-II with tender document.

ANNEXURE-III: SCOPE OF WORK

1. The Renovation of first floor A wing, B wing, C wing broadly comprise of the following:
 - a. Civil works
 - b. Interior works: False ceiling, paneling, partitions
 - c. Furniture : Modular workstations and loose furniture
 - d. Services: Electrical panels, wiring, luminaires, HVAC ducting works and AHU, fire alarm system and PA system.
2. Barricade works/ temporary lighting: The contractor is required to barricade the work site with proper structure such as temporary gypsum partitions etc if required as per site conditions. He shall also provide adequate temporary power/ lighting facility at site for the works to happen in a proper and comfortable manner with the required LUX level instructed by the Architect.
3. All electrical works shall be carried out only by an experienced A certificate holder. The complete facility after completion needs to be certified by the Govt. officials for which all required liasoning and drawings to be provided by the contractor as mentioned in BOQ.
4. The dismantling of old electrical cables shall involve dismantling of entire old cables from third floor to substation and proper termination as per norms. This shall involve pulling of cables, removing the same in coordination with electrical maintenance team.
5. All works shall be carried out as per the highest standards of work guidelines / finishes and practices which are to be adhered to during site works for which no additional payments shall be made.
6. Nature of work: The work is required to be carried out in an operating office premise in which one wing of the same is getting renovated in the subject tender. The successful contractor is required to note the following points in this regard:
 - i. Being an operating office, works creating heavy noise and dust shall not be permitted during office hours. Also, the contractor has to take the necessary permission from BPCL officer incharge in case of any are carried out at night/ holidays.
 - ii. The vendors shall inspect the site and understand the existing system and models of equipment installed and quote for the items. The subject location is part of the office building and all the services viz. electrical, HVAC, fire alarm, PA system and kitchen exhaust systems etc. which are part of the existing building management

system needs to be disconnected carefully without causing interruption to the remaining office space. The existing services mentioned above are part of their respective CAMCs. Accordingly, refurbishment of such items which are proprietary in nature, shall be done through the authorized dealers of the OEM as per the existing make only to ensure genuineness of the product, in coordination with the CAMC/ building maintenance team after their concurrence so that the same can be integrated to the existing system seamlessly.

- iii. Any damage made to the existing system by the successful contractor after handing over the site shall be made good at no extra cost. The work shall not interrupt the functioning of electrical power, fire alarm and HVAC system to other parts of the office area. Necessary looping/ termination has to be done by the successful bidder.
 - iv. The vendor shall ensure that damages are not caused to the recently installed blinds at site, if required, arrange to remove them through the authorized rep. of OEM and fix the same back on completion of work.
 - v. Mockup for the furniture shall be provided by the contractor and markings to be made at site and approval to be obtained.
7. **Work and progress reports:** The successful Contractor will have to submit a detailed Bar Chart indicating the schedule of various activities from the date of commencement till completion and get the same approved by the Architect / BPCL. Once the Bar Chart is approved by BPCL, Contractor shall strictly adhere to the same. This programme shall form part of the Contract and shall be binding on the Contractor. However, the BPCL reserves the right to alter the programme, if necessary, from time to time. No claim whatsoever of any nature by the Contractor on this account shall be entertained by BPCL. They shall also have to write their requirements about co-ordination from other agencies working at site.
8. The vendor is required to prepare a handing over document including all warranty cards of various equipment installed at site along with the details of items used for project, GST invoice of items where basic rate has been mentioned.
9. Contractors are required to submit unpriced PO copy of major items / jobs placed by the contractor to other agencies to BPCL. Bills to be supported with joint measurement in the Measuring Book of BPCL which shall be submitted in the form of hard copy as well as soft copy of the measurement in the excel format. Measurement to be recorded before work is covered up. The Contractor shall take joint measurements with the Architect's/ BPCL representative before covering up or otherwise placing beyond the reach of measurement any item of work. Should the Contractor neglect to do so, the same shall be uncovered at Contractor's expense or in default thereof, no payment or allowance shall be made for such work or the materials with which the same was executed.
10. **BUYBACK:**
- i. The work shall involve removal of old items from the site or from the stacked area.
 - ii. The job shall include buyback & disposal of the old/dismantled items from the existing location/ stacked area in the scope of this tender.

- iii. The rate offered by the bidder shall be considered as Basic Price Per Unit of the items mentioned. All taxes, Duties, Goods & Service Tax (GST), Tax Collected at Source(TCS) or any other statutory levies or taxes as applicable under the relevant GST act / IT Act or any other act shall be charged extra at the rate prevailing at the time of sale letter / delivery/invoicing. At the time of receipt of payment towards sale of scraps items as mentioned in the tender documents, advance @ 18 % GST will be charged along with 1% TCS. Same shall be adjusted at the time of final invoicing; accordingly differential amount if any shall be refunded / recovered from the customers. No interest claims shall be entertained by BPCL on account of advance receipt from the customers.
- iv. Successful Bidder will have to make payment of full Sale value [including GST and TCS as applicable in the form of Demand draft in favour of Bharat Petroleum Corporation Ltd., payable at Chennai before upliftment of scrap.

LIST OF APPROVED MAKES

SL.NO	DESCRIPTION	MAKE
	PARTITION	
1	STUD & NORMAL GYPSUM BOARD	SAINT GOBAIN/USG/ INDIA GYPSUM
	HIGH STRENGTH GYPSUM	SAINT GOBAIN HABITO BOARD
2	ALUMINIUM SECTION FRAME WORK	JINDAL/HINDALCO
3	TOUGHENED GLASS PARTITION - STRAIGHT LINE	SAINTGOBAIN/MODI GUARD
4	CURVED TOUGHENED GLASS PARTITION	SAINTGOBAIN/MODI GUARD
5	PLYWOOD	CENTURY/ARCHID/GREENPLY/KITPLY
6	GLASS WOOL	TWIGA INDIA/ ROCKWOOL INDIA
7	DEMOUNTABLE PARTITION	OTIC/DORMAKABA
8	VINEER	CENTURY/ARCHID/GREENPLY
9	LAMINATE	CENTURY/ARCHID/GREENPLY
10	CORE LAMINATE	CENTURY/ARCHID/GREENPLY
	CEILING	
11	GRID CEILING WITH FRAME	ARMSTRONG/DAINKIN/USG/AMF
12	BAFFLE CEILING WITH FRAME	LD SQUARE/FAMLINE/ARMSTRONG
13	MESH CEILING WITH FRAME	LD SQUARE/FAMLINE/ARMSTRONG
14	GYPSUM CEILING WITH FRAME	SAINTGOBAIN/ USG
15	METAL CEILING WITH FRAME	LD SQUARE/FAMLINE/AMSTRONG/ HUNTER DOUGLUS
16	AXIOM TRIM	ARMSTRONG/DAINKIN/USG/AMF
17	CALCIUM SILICATE BOARD	RAMCO HILUX/METROC/ AMSTRONG
18	WOODEN CEILING	ARMSTRONG/DAINKIN/ HUNTER DOUGLUS

19	WOODEN GRID CEILING WITH FRAME	ARMSTRONG/DAINKIN/ HUNTER DOUGLUS
	FLOORING	
20	CARPET	SHAW/CCL/INTERFACE
21	ACCESS FLOORING	UNITILE
22	LAMINATE WOODEN FLOORING	PERGO/TARKETT/TERAZZO/AMSTRONG
23	ANTI-STATIC VINYL FLOORING	ARMSTRONG/LG
24	VITIFIED/CERAMIC TILES	JOHNSON/SOMANY/KAJARIA
	DOORS & SHUTTERS	
25	GLASS DOOR AND PARTITION PROFILE / DEMOUNTABLE GLASS DOOR PATCH FITTINGS/ HANDLES/ FLOR SPRING AND OTHER ACCESSORIES	DORMAKABA/ HAFELE
26	WOODEN FRAME	1ST QTY TEAKWOOD/BEACHWOOD
27	DOOR ACCESSARIES (FLUSH DOOR)	DORMA/OZONE/HAFFLE/GEZE/HETTICH
28	FLUSH DOOR	CENTURY/ARCHID/GREENPLY
29	LAMINATE	MERINO/GREENLAM/ARCHID/CENTURY
30	VENEER	GREENLAM/ARCHID/CENTURY
31	FIRE RATED METAL DOOR	MMP TECHNOLOGIES/ NAVAIR INTERNATIONAL LTD/ SUPER STEEL WINDOWS/GALAXY
	GRAPHICS/ETCHING	
32	DIGITAL PRINTS	3M/LG
33	GLASS ETCHING	3M/LG
34	ETCHING FILM	3M/LG
	OTHERS	
35	MODULAR WORKSTATION	GODREJ/FEATHERLITE/HERMAN MILLER/ STEELCASE/ HEYWORTH
36	CHAIRS	GODREJ/FEATHERLITE/HERMAN MILLER/ STEELCASE/ HEYWORTH
37	STANDARD TABLES FOR HOD AND OFFICERS	GODREJ/HERMAN MILLER/ STEELCASE/ HEYWORTH
38	WALL PAPER	MURASPEC/ASIAN PAINTS
39	ACRYLIC SOLID SURFACE	SAMSUNG/DUPONT/LG
40	SKIRTING	WALL LINE/BOTTOMLINE/OTIC/KUBIK
41	ACOUSTIC PANELS/FABRIC	ANUTONE/ACOUSTIC INDIA
42	ROLLER BLINDS	VISTA/MAC
43	PAINT	ASIAN/BERGER/NEROLAC
44	POP	BRILA/ASIAN/JK
45	CORNER GUARD	WALL LINE/BOTTOMLINE
46	LACQUERED GLASS	SAINTGOBAIN/MODI GUARD
47	FABRIC	RESPONSE/DÉCOR OR EQUIVALENT
48	KOREAN SLAT WALL PLANK	COSMIC DÉCOR/ TOUCHWUD
49	FLOOR TRANSITION PROFILE	WALL LINE/BOTTOMLINE
50	MS STEEL	JINDAL/TATA/JSW

	CIVIL	
51	VITRIFIED TILE FLOORING	JOHNSON/ASAIN/SOMANY/KAJARIA
52	CERAMIC WALL TILE	JOHNSON/ASAIN/SOMANY/KAJARIA
53	BLOCK WALL	AEROCON
54	SS SINK	NIRALI
55	CEMENT	RAMCO/ULTRA TECH/DALMIA/ZUARI
56	TILE ADHESIVE	CERA BOND/ROFF/LATTICRETE

ELECTRICAL- LIST OF APPROVED MAKES				
SL. NO.	DESCRIPTION	BRAND 1	BRAND 2	BRAND 3
1	DISTRIBUTION BOARDS	LEGRAND	SCHNEIDER	ABB
2	MCB / ELCB/RCBO	LEGRAND	SCHNEIDER	ABB
3	LIGHT FITTINGS (DOWN LIGHT/ SPOT LIGHT/ SQUARE LIGHTS)	PHILIPS	WIPRO	HAVELLS
4	DECORATIVE LIGHTS	ARRAYSTORM	WIPRO	PHILIPS
5	SWITCHES & SOCKETS	LEGRAND	SCHNEIDER	ABB
6	LT CABLES / FLEXIBLE WIRES	POLYCAB	RR	
7	GLANDS	COMET	DOWELL'S	
8	MCCB	LEGRAND	SCHNEIDER / L&T	ABB
9	ISOLATOR / STARTERS	LEGRAND	SCHNEIDER/ L&T	ABB
10	LT PANEL FABRICATION	CPRI APPROVED FABRICATORS		
11	CT/PT'S	AE	KAPPA	TRANSTECH
12	INSTRUMENTS	EL MEASURE	L&T	ABB/SCHNEIDER
13	BUS BAR SUPPORTS	POWERMAT	SARAVANA	LMAX
14	INDICATION LAMPS (LED)	TECHNIC	L & T	ALTOS
15	SELECTOR SWITCHES	SALZER	L & T	
16	INDUSTRIAL SOCKETS	LEGRAND	MK	ANCHOR
17	CRIMPING SOCKETS	COMET	DOWELL'S	
18	MS CONDUITS	VIMCO	BEC / JAVERI	GUPTA (GB)
19	GI CONDUITS			
20	PVC CONDUITS	VASIVI	AVONPLAST	PRECISION
21	GI ANODISED METAL BOX	ABB	CRABTREE	LEGRAND

22	CABLE TRAYS / RACEWAYS	OBO	PROFAB	INDIANA / JKR
23	BALLASTS	PHILIPS	WIPRO	BAJAJ/ARRAY STORM
24	EARTHING	ASHLOK	GRAVIN	
25	INVERTER	FLIPPER CLIPPER	HPC	NUMERIC
26	EXHAUST FANS	GEC	ALMONARD	USHA
27	EGA BOX	LEGRAND	SCHNEIDER	ABB
28	UPS	SOCOMEK/NUMERIC	FUJI/EATON	APC/EMERSION/
29	BATTERY	AMARAJ	ROCKET	EXIDE

LIST OF APPROVED MAKES - HVAC					
SL.NO	DESCRIPTION	MAKES			
1	EAU / VAUS / CEILING SUSPENDED UNITS/ AHU'S / DOUBLE SKIN PLENUM	VTS	ZECO	EDGETECH	VAYHAUN
2	LOW NOISE EXHAUST FANS / KITCHEN EXHAUST FANS / ONLINE FANS	KRUGER	CARYAIRE	SYSTEMAIR	DYNAIR
3	COMBINED SMOKE & FIRE DAMPERS	SYSTEMAIR	AIRMASTER	COSMIC	CARYIRE
4	GRILLES & DIFFUSERS	AIR MASTER	CARYAIRE	SYSTEMAIR	COSMIC
5	GALVANISED SHEET STEEL	SAIL	JINDAL	TATA	
6	MS PIPES	JINDAL	TATA STEEL	SAIL	
7	BUTTERFLY VALVES & BALL VALVES	AUDCO	ADVANCE	HONEYWELL	
8	DUCT INSULATION / ACOUSTIC LINING / UNDER DECK INSULATION / CHILLED WATER PIPE INSULATION	ARMAFLEX	K FLEX	AEROFLEX	
9	DUCT FABRICATION	ROLASTER	ZECO	SEVENSTAR	WESTERN AIR DUCT
10	BUTTERFLY DAMPERS	AIRMASTER	CARYAIRE	SYSTEMAIR	COSMIC
11	AHU ROOM PANEL TYPE ACOUSTIC LINING USING FIBER GLASS INSULATION	KC INDUSTRIES	AIRCELL		
12	EXPANSION PLENUMS (ACOUSTICALLY LINED WITH ARMAFLEX INSULATION) FABRICATED USING CNC MACHINES	ROLASTAR	AIRMASTER	CARYAIRE	COSMIC
13	FIRE DAMPER ACTUATORS WITH CONTROL PANEL	BELIMO	SIEMENS	SAUTER	AIRTECH
14	CABLE TRAYS	PATNI	PROFAB	PUSPAK	

15	INSULATED FLEXIBLE DUCTING	CARYAIRE	7 STAR	SUPAFLEX	UPTWIGA
16	VIBRATION ISOLATORS	DUNLOP	RESISTOFLEX		
17	SOUND ATTENUATORS	RAVISTAR	CARYAIRE	TROX	AIRTECH
18	BALL VALVES/GATE VALVES	ADVANCE	ADCO	LEADER	
19	TEMPERATURE GAUGES & PRESSURE GUAGES	WAREE	H GURU	DWYER	
20	FIRE DAMPERS	CARYAIRE	THERMOTECH	SYSTEMAIR	COSMIC
21	DRAIN PIPE	ASHIRVAD	SUPREME	ASTRAL	PRINCE
22	DUCT SUPPORTS	HIGHTECH	GRIPPLE		
23	SPIRAL DUCT	GP SPIRO	SPIRAL TUBES	KARTHILA	
24	COPPER PIPES	NIPPON	RAJCO	MEHTA	UNIFLOW
25	PRE INSULATED DIFFUSER PLENUM BOX	PAL	NUTECH		
26	DX UNITS	CARRIER	VOLTAS	DAIKIN	HITACHI
27	DRAIN PUMP	HIFLOW	ASPEN		
28	AIR CURTAINS	AEROFRESH	AIRCON	RUSSEL	EURONICS

	FIRE ALARM SYSTEM / NETWORK	
1	FIRE ALARM CONTROL PANEL	MIRCOM
2	SMOKE DETECTORS/BEAM DETECTOR/MULTI SENSOR/HEAT/MODULES/MCP	MIRCOM/ COMPATIBLE WITH EXISTING BRAND
3	RESPONSE INDICATOR	RAVEL/C SYSTEM/ AS PER EXISTING BRAND
4	BATTERY	PANASONIC/EXIDE/AMARON
5	CAT6 CABLE	AMP/ MOLEX/ D LINK
PUBLIC ADDRESS SYSTEM		
SL.NO	DESCRIPTION	MAKES
1	CEILING SPEAKER / WALL MOUNT SPEAKER	BOSCH/ BOSS/JBL
2	CONTROLLER/CALL STATION	BOSCH/ BOSS/JBL
3	VOLUME CONTROLLER	HONEYWELL/BOSCH
4	DVD PLAYER	PHILIPS / SONY / LG / SAMSUNG
FIRE EXTINGUISHER & SIGNAGES		
SL.NO	DESCRIPTION	MAKES
1	FIRE ETINGUISHER	SAFEX / USHA FIRE
2	AUTO GLOW SIGNAGES	PROLITE / AUTO GLOW

*Any item for which approved make is not mentioned, prior approval from BPCL shall be

obtained before installing/ procuring any material. Such material shall be of meeting the standards of the overall décor.

ANNEXURE-IV: SPECIAL CONDITIONS OF CONTRACT

The Tender conditions are as follows:

- 1) Validity of Offer:** The rate quoted against this tender is valid for 120 days from the date of opening of this tender.
- 2) Defect Liability Period:** Twelve month from the date of completion of contract. Defective works, if noticed, the contractor has to replace/redesign the same without any additional charges
- 3) Completion Period :** Completion period of the job shall be **120 Days** from the date of LOI or handing over of site whichever is later.
- 4)** The works to be performed as per the Scope of Works document.
- 5) Liquidated Damages:** In case of delay in completing the work beyond the specified completion date as mentioned while awarding any job for a particular site, the vendor will be required to pay Liquidated Damages at the rate of 0.5% of the actual job value per week of delay or part thereof, subject to a maximum of 5% of the actual job value.
- 6)** Excess quantity over that mentioned in work order or extra item or deviation in work order should not be carried out by the Contractor unless has been asked to do so in writing by BPCL and if carried out without such written approval the same will be at the risk and cost of the Contractor.
- 7)** The quantities indicated in the BOQ are indicative and may increase or decrease based on actual site requirement and to complete the work in all respects. No extra compensation/claim on rate shall be allowable on account of the same. The tender drawings issued during tender is only indicative. The actual Good for Construction drawing for execution of work shall be issued to the successful bidder on handing over the site
- 8)** The Contractor on completion of work shall submit 'As Built' drawings (original tracings and 3 sets of prints) along with soft copy in AutoCAD format of all the works carried out by him, which will be duly checked by the Architect. Contractor will not receive final payment in case of failure to comply with this condition.
- 9)** Vendor need to arrange all permits from the Authority for the execution of works and movement of the materials, if required on their own cost.
- 10)** Successful bidders will be issued LOA by CPO (Mktg.).The P.O. and agreement shall be issued by regional set up of E&P.

11) PERFORMANCE SECURITY/RETENTION MONEY:

The successful bidder shall submit Performance Bank Guarantee for 3% of the contract value, upfront. Bank Guarantee shall be valid to cover the contract period and defect liability period of one year from date of completion of job with claim period valid for 6 months from the date of expiry of the Defect Liability Period.

The Bank Guarantee shall be in the form prescribed in GCC.

12) BID EVALUATION AND AWARD:

The order shall be placed on the bidder quoting highest reduction (%) on the total estimated amount for tender on "Overall Lowest Landed Cost Basis" for complete job. The job is not divisible and Purchase preference linked with local content (PPLC) policy, as admissible from time to time under the existing Govt. policy shall be applicable during

evaluation process

- 13) GST RATE:** IN TENDER GST RATE WILL BE QUOTED BY THE BIDDER. It is bidders' responsibility to quote correct HSN/SAC code and GST% in the price bid as per applicable law depending on nature of work. BPCL is indemnified from any liability arising because of erroneous GST rate charged by the bidder.

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

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

- a. In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic rates. The final cash outflow will reduce to the extent of the revised GST.
- b. In case the actual GST rate applicable for the state is more than the quoted GST rate, the basic rates quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.
- c. Based on the Total Cash Outflow calculated as above, BPCL shall place orders.

14) DECLARATIONS/ UNDERTAKINGS BY BIDDERS:

Bidders have to mandatorily submit the following declarations/undertakings:

- i. Bidder is not under liquidation, court receivership or similar proceeding.
- ii. Bidder is not serving any Holiday Listing orders issued by BPCL or MOPNG debarring them from carrying on business dealings with BPCL/MOPNG or serving a banning order by another Oil PSE.

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

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

iv. DECLARATION ON ACCEPTANCE OF TERMS & CONDITIONS SOCIAL MEDIA POLICY OF BPCL:

Terms & Conditions under Social Media Policy of BPCL for business partners are to provide clear guidance on acceptable standards of conduct and practices to be followed by the Business Partners of Bharat Petroleum Corporation Limited, in the usage of social media tools during and post their association with the Corporation. These terms and conditions are intended to protect and safeguard inter alia the interests and reputation of the Corporation, in the access, use of or participation on Social Media platforms by such constituents. Successful bidder/bidders shall have to essentially submit following documents for further evaluation in the tender:

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

- v. Bidder is in compliance with policy for Purchase Preference (linked with local content)

as attached in the tender

- 15) CPWD Specification-2014 or up to dated, IS-specifications etc. shall form parts of the specifications for this job.
- 16) Measurement of work shall be done in accordance to relevant IS-code / CPWD specification-2014 or updated to date.
- 17) Before procuring any material for carrying out various works listed out in tender, the material has to be approved by BPCL Officer Incharge for its make and quality. Contractor shall provide options through samples/ catalogues to BPCL for selecting the items for carrying out the work. BPCL at its discretion can discard any item found not suitable as per tender terms. BPCL shall also have the discretion to reject any item procured and installed without taking the prior approval of BPCL officer Incharge.

18) PAYMENTS:

Payment shall be made as per Section VI of GCC. BPCL has setup a Business Process Excellence Centre (BPEC) for Vendor Invoice processing. BPEC will function as a payments factory to receive, digitize and process vendor invoices in a timely and accurate manner. In addition, the centre will receive and account for Performance Bank Guarantees (PBGs) and Bank Guarantees (BGs). ORIGINAL COMMERCIAL INVOICES (IN TAX INVOICE FORMAT) will need to be sent to BPEC including Supporting Documents for Payments.

PLEASE SEND THESE DOCUMENTS TO THE FOLLOWING ADDRESS FOR PAYMENT PROCESSING:

BUSINESS PROCESS EXCELLENCE CENTRE (BPEC)
4th FLOOR, BPCL OFFICE COMPLEX
PLOT-6, SECTOR-2, BEHIND CIDCO GARDEN
KHARGHAR, NAVI MUMBAI-410210
MAHARASHTRA, INDIA

19) START-UPS MEDIUM ENTERPRISES:

In case a start-up is interested in supplying the tendered item, but does not meet the Pre-Qualification Criteria (PQC)/ Proven Track Record (PTR) of Prior Turnover norm as indicated in the tender document, i.e., in this case the Bid Qualification Criteria (BQC) Annexure I, the start-up may be requested to write a detailed proposal separately and not against the present tender requirement, to the tender issuing authority about its product. Such proposals should be accompanied by relevant documents in support of Start-ups as under:

- i. Certificate of Recognition issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, GOI
- ii. Certificate of Incorporation/Registration.
- iii. Audited P&L statement of all the Financial Years since incorporation. In case where balance sheet has not been prepared, bidder shall submit a certificate in original from its CEO/CFO stating the turnover of the bidding entity separately for each Financial Year since incorporation along with a declaration stating the reason for not furnishing the audited P&L Statement. The certificate shall be endorsed by a Chartered Accountant/ Statutory Auditor.

Such proposal will be examined by the tender issuing authority who may consider inviting a detailed offer from the startup with the intent to place a trial order or test order

provided the startup meets the Quality and Technical specifications.

In case the startup is successful in the trial order, it shall be considered for PQC exemption/relaxation (as the case may be) for the next tender for such item till the time the entity remains a Startup.

20. Assumptions/Presumptions/modifications:

BPCL would like to state that any assumptions, presumptions, modifications, terms, conditions, deviation etc., which the bidder includes in any part of the Bidder's response to this tender, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, presumptions, modifications, terms, conditions deviations etc., have been accepted by BPCL and communicated to the bidder. The bidder at a later date cannot make any plea of having specified any assumption, terms, conditions, deviation etc. in the bidder's response to this tender document. No offer can be modified or withdrawn by a bidder after submission of Bids.

21. BPCL may withhold Payment: BPCL may withhold payment to the Vendor on account of defective execution or on account of subsequently discovered evidence, shall nullify the whole or a part of any certificate already issued to such an extent as may be necessary, to protect themselves from loss on account of :

- a. Defective work of Vendor not rectified.
- b. Failure on the part of Vendor to make payments to other Consultants or any other agency engaged by them.
- c. A reasonable doubt that the balance portion of the contract work cannot be completed by the Vendor within the stipulated/extended period of completion.

22. In case of any discrepancy between the general terms and conditions of tender and special terms and conditions of tender (as mentioned above), the Special terms and Conditions of Tender shall prevail.

23. In case of any discrepancy in Technical data/details and specifications, clarification should be obtained from BPCL's representative, whose decision shall be final and binding on the Contractor.

24. Vulnerability Clause: Planning and Designing in purview of Vulnerability Atlas of India

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

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

The Vulnerability Atlas of India has been prepared by Building Materials and Technology

Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org.

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

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

ANNEXURE-V: GENERAL CONDITIONS OF CONTRACT

General Condition of Contract is attached as Annexure-V with the tender document.

ANNEXURE VI: INTEGRITY PACT (IP)

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

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

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

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

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

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

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

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

1. Shri Anupam Kulshreshtha, Address : B-3/3, Yarrows Apartments, Plot C-58/5, Sector-62,Noida, UP –20309,Mobile:9416045656, Email: Anupam8@gmail.com
2. Shri Ramabhadran Ramanujam, Address: 44/24, 3rd Trust Cross Street, Mandavelipakkam, Chennai – 600028 Mobile: 9495511954 Email : raamaanuj@gmail.com
3. Shri. Jagadip Narayan Singh (IAS- Retd), Address: C- 54, Bharatendu Harischandra Marg, Anand Vihar, New Delhi110092, Mobile : 9978405930, Email: agadipsingh@yahoo.com.

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

ANNEXURE VII: DRAWINGS

Various drawings for renovation is attached as Annexure-VII

ANNEXURE VIII: Compliance of Restrictions for Countries which share land border with India

Policy of Compliance of Restrictions for Countries which share land border with India is enclosed as Annexure-VIII

ANNEXURE IX: BPCL's SOCIAL MEDIA POLICY

Terms & Conditions under Social Media Policy of BPCL for business partners is enclosed as ANNEXURE-IX

ANNEXURE X: PURCHASE PREFERENCE LINKED WITH LOCAL CONTENT

Policy on Purchase Preference Linked with Local Content is attached as Annexure-X

ANNEXURE-XI- Format of Mandatory Forms

Mandatory Form formats to be submitted are enclosed as Annexure-XI

PRICE BID: IS ENCLOSED IN E-TENDER.

Price bid form is enclosed in Price Bid Section of Tender and has to be filled and submitted online in e-tender portal only.

Annexure-II

General Instructions to Bidders for E-Tendering

General Instructions to vendors for e-tendering

1. Interested parties may download the tender from BPCL website (<http://www.bharatpetroleum.in>) or the CPP portal (<http://eprocure.gov.in>) or from the e-tendering website (<https://bpcltenders.eproc.in>) and participate in the tender as per the instructions given therein, on or before the due date of the tender. The tender available on the BPCL website and the CPP portal can be downloaded for reading purpose only. For participation in the tender, please fill up the tender online on the e-tender system available on <https://bpcltenders.eproc.in>.
2. For registration on the e-tender site <https://bpcltenders.eproc.in>, one can be guided by the “Bidder Manual” available under the download section of the homepage of the website. As the first step, bidder shall have to click the “Register” link and fill in the requisite information in the “Bidder Registration Form”. Kindly remember your email id (which will also act as the login ID) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Thereafter, login in to the portal using your credentials. When you log in for the first time, system will ask you to add your Digital Signature. Once you have added the Digital Signature, please inform the vendor administrator @ Email Ids given below for approval. Once approved, bidders can login in to the system as and when required.
3. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of Class III and above (having both signing and encryption certificates) as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). The cost of obtaining the digital certificate shall be borne by the vendor.
4. Corrigendum/amendment, if any, shall be notified on the site <https://bpcltenders.eproc.in>. In case any corrigendum/amendment is issued after the submission of the bid, then such vendors who have submitted their bids, shall be intimated about the corrigendum/amendment by a system generated email. It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.
5. In case of any corrigendum/addendum issued due to which change in price bid form exists, then in such cases the already submitted bid (before the corrigendum) shall be automatically withdrawn and bidder shall be informed about such change through system generated notification. It is the responsibility of the bidder to resubmit his bid in such cases and no further claims shall be entertained on this account.
6. Vendors are required to complete the entire process online by clicking on FINAL SUBMISSION & RECEIVING CONFIRMATION OF FINAL SUBMISSION ON SCREEN on or before the due date/time of closing of the tender:
7. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
 - (i) Vendors are advised to log on to the website (<https://bpcltenders.eproc.in>) and arrange to register themselves at the earliest.
 - (ii) The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
 - (iii) Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid.
 - (iv) If the vendor intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted, change / revise the bid and submit once again.

However, if the vendor is not able to complete the submission of the changed/revise bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention. The process of change / revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.

- (v) Once the entire process of submission of online bid is complete, they will get an auto mail from the system stating you have successfully submitted your bid in the following tender with tender details.
- (vi) Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
- (vii) No manual bids/offers along with electronic bids/offers shall be permitted.
8. For tenders whose estimated procurement value is more than Rs. 10 lakhs, vendors can see the rates quoted by all the participating bidders once the price bids are opened. For this purpose, vendors shall have to log in to the portal under their user ID and password, click on the “dash board” link against that tender and choose the “Results” tab.
9. No responsibility will be taken by BPCL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non-availability of viewing before due date and time is true for e-tendering service provider as well as BPCL officials.
10. BPCL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.

In case of any clarification pertaining to e-procurement process, the vendor may contact the following agencies / personnel:

1. For system related issues:

M/s. C1 India Help-Desk contact details :

Contact Nos. and email IDs for helpdesk officers		
Name	Email	Phone Numbers
Sachin Toraskar	sachin.toraskar@c1india.com	+ 91 124 430 2000 Ext : 200
Saranraj Naicker	saranraj.naicker@c1india.com	+91-124-4302000 Ext : 110
Rahul Naik	rahul.naik@c1india.com	9834101181
Ujwala Shimpi	Ujwala.shimpi@c1india.com	+91-124-4302000 Ext: 114
Fairlin Jivin	fairlin.jivin@c1india.com	+91-124-4302000 Ext : 112
Diksha Naik	diksha.naik@c1india.com	9011797905

ANNEXURE V
GENERAL CONDITION OF CONTRACT

Date:22.01.2020

**GENERAL CONDITIONS OF CONTRACT
(GCC)**



BHARAT PETROLEUM CORPORATION LIMITED

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GENERAL CONDITIONS OF CONTRACT

SECTION - I

DEFINITION OF TERMS

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

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

SECTION - II
GENERAL INFORMATION ABOUT SITE

2.1 LOCATION OF SITE & ACCESSIBILITY:

The site location is described in the Special Conditions of Contract. The intending tenderer should inspect the site and make himself familiar with site conditions and available facilities. Entry into the BPCL areas is restricted depending on location/site. Only pass holders as also vehicles with special permits are permitted in such restricted areas. Inside the premises access to various work spots is also further regulated by permits issued for each area. Non-availability of access roads or permits for entry of vehicles/equipment to any specific area shall in no case be the cause to condone any delay in execution of works or be the cause for any claims or extra compensations.

2.2 SCOPE OF WORK

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

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

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

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

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

2.4 SAFETY STANDARDS FOR TEMPORARY BUILDINGS

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

SECTION - III
GENERAL INSTRUCTION FOR THE TENDERER

3 SUBMISSION OF TENDER:

- 3.1 The quotation should be submitted only in the manner and the form prescribed in the Request For Quotation (RFQ)/Tender enquiry.
- 3.2 Addenda/Corrigenda to this tender document if issued must be signed and submitted along with the tender document. The tenderer should consider the Addenda/Corrigenda and should price the work based on revised quantities when amendments for quantities are issued in addenda.
- 3.3 Tenders should always be placed in double sealed covers, superscribing Tender No _____ Tender for _____ (name of job), Bharat Petroleum Corporation Limited, due for opening on _____

The full name, postal address and telegraphic address of the tenderer shall be written on the bottom left hand corner of the sealed cover. (This will not be applicable in the case of e-tenders) Tenders received in open condition (priced bid) are liable to be rejected.

3.4 Instructions for two part bidding

- i) The bid should be submitted in two parts viz.
 - a. Techno-commercial bid.
 - b. Price bid.
- ii) Techno-commercial bid shall have the following information/details
 - a. Technical deviation if any.
 - b. Commercial deviation if any like extra taxes, duties etc.
 - c. Copy of price bid with prices blanked off.
 - d. Any other relevant information.
- iii) Price Bid shall have only prices as per schedule of Rates.
- iv) Techno-commercial bid and price bid shall be enclosed in two separate envelopes with the subject job, type of bid, bidders name super-scribed on top. Both these envelopes shall be sealed in a common envelope and submitted as specified above and in covering letter. (This will not be applicable in the case of e-tenders)

4 DOCUMENTS:

- 4.1 The tenders, as submitted shall include all documents/details asked for by BPCL in the RFQ/Tender enquiry.

4.2 All pages to be initialed:

Wherever signed tender documents are submitted, all signatures in the documents shall be dated, as well as all the pages of the documents shall be initialed at the lower right hand corner and signed wherever required in the tender papers by the tenderer or by a person holding power of attorney authorizing him to sign on behalf of the tenderer before submission of tender. Tenders without signatures as stated above are liable to be rejected.

4.3 Rates to be in Figures and Words:

The tenderer should quote the rates in English both in figures as well as in words. Offers received without the rates in figures and in words are liable for rejection. In case of discrepancy exists between the rate quoted in figures and in words, the rates quoted in words will prevail.

4.4 Corrections and Erasures:

All corrections and alteration in the entries of tender papers will be signed in full by the tenderer with date. No erasures or over-writings are permissible.

In case of priced bids containing overwriting/cuttings/erasures in the quoted rates and in case these are not attested by the signatory of the bid, such priced bids are liable to be rejected without giving any further notice.

4.5 Signature of Tenderer:

The tender shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the tenderer with his usual signature with company stamp. Partnership firms shall furnish the full names of all partners in the tender. It should be signed in the partnership name by all the partners or by duly authorized representative followed by the name and designation of the person signing with company stamp.

Tender by Company or Corporation registered under the relevant companies act, shall be signed by the authorized representative and a power of attorney in that behalf shall accompany the tender. Transfer of tender documents issued to one intending tenderer to another is not permissible.

5 PURCHASE PREFERENCE:

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

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

6 (a) EARNEST MONEY:

The tenderer must submit/ deposit earnest money, if specified in the RFQ/Tender enquiry, failing which the tender is liable to be rejected. Earnest Money Deposit shall be submitted in the form of crossed Demand Draft in favour of "Bharat Petroleum Corporation Ltd." / Electronic Funds Transfer to BPCL Bank Account / Bank Guarantee executed by any Scheduled Bank approved by Reserve Bank of India (as per Proforma provided in Annexure). Earnest Money Deposit (EMD) shall be valid for a period of 6 (Six) months from the due date of opening of Techno-commercial Bids and shall be submitted from any Indian Scheduled Commercial Bank / Indian Branch of Foreign Bank. EMD submitted by foreign vendors shall be in USD / EURO only.

In case of limited tender, Earnest Money deposit (EMD) is not applicable for registered contractors of BPCL.

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

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

(b) CONVERSION OF EMD TO SECURITY DEPOSIT:

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

7 (a) BID VALIDITY:

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

(b) LANGUAGE OF BID:

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

8 ADDENDA / CORRIGENDA:

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

9 RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:

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

10 (a) INTEGRITY PACT (IP):

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

(b) HOLIDAY LISTING:

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

(c) FOREIGN BIDDERS:

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

(i) PAN No.

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

(ii) Tax Residency Certificate (TRC)

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

(iii) Form 10F

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

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

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

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

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

12 RETIRED GOVERNMENTS OR COMPANY OFFICER:

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

13 SIGNING OF THE CONTRACT:

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

14 (a) FIELD MANAGEMENT:

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

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

14 (b) CONSULTANCY CONTRACTS:

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

SECTION - IV
INTERPRETATION OF CONTRACT DOCUMENTS

15 INTERPRETATION OF CONTRACT DOCUMENT:

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

16 SPECIAL CONDITIONS OF CONTRACT:

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

17 CONTRACTOR TO OBTAIN HIS OWN INFORMATION:

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

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

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

18 PERFORMANCE SECURITY DEPOSIT/RETENTION MONEY:

- 18.1 To ensure performance of the contract and due discharge of the contractual obligations, the successful contractor will have to provide security deposit of 10% of the basic value of contract unless otherwise specified in the Special Conditions of Contract. Amount received/retained towards this clause will be considered as security deposit.

This Security deposit may be furnished in the form of an Account payee Demand Draft payable to BPCL or Bank Guarantee in the prescribed format. The contractor shall have the option to adjust any Earnest Money Deposit- (EMD) if paid by demand draft towards security deposit if he so desires or otherwise if submitted by way of bank guarantee the validity of the same to be extended suitably as advised by BPCL.

In the case of security deposit submitted in the form of Bank guarantee, the Bank Guarantee shall be valid and remain in force till the contractual completion period (expiry of the defect liability period- refer clause-74, if applicable) and with a claim period of six months thereafter. The Bank Guarantee shall be in the form prescribed.

In case the successful contractor is not furnishing the performance security deposit as referred above on award of the job, the same shall be deducted from each running account bills at the rate of 10% of bill value till overall security deposit of 10% as mentioned above is collected.

The security deposit will be retained till the successful completion of the work and thereafter till the expiry of the defect liability period (refer clause-74), if applicable. This retention money/Bank guarantee held shall be released after the expiry of the defect liability period provided that any defects appearing during that period are corrected by the contractor and subject to Clause 18.2 below.

In the case of value/rate/quantity contracts, the security deposit shall be based on individual release orders issued. In case of LSTK (Lump Sum Turnkey Contracts) / EPC: PBG @ 10% within 15 days of notification of award. In case of Annual Rate Contracts (ARCs): Submission of PBG @ 10% of Total Contract Value (TCV) or submission of initial security deposit @ 2.5% of TCV within 15 days of notification of award. In cases where only 2.5% of TCV has been submitted, 7.5% of individual release order shall be subsequently deducted from RA bills.

Vendors/contractors shall be asked to submit the SD within 15 days from the date of notification of award and in the event of delay in submission of SD, the contract can be terminated. However, if termination of contract is not in the interest of the work/ BPCL, an additional time up to 30 days can be allowed for submission of SD depending on merits of each case, beyond which the contract may be terminated with subsequent actions following termination as per tender/procedure.

- 18.2 If the contractor/ sub-contractor or their employees shall break, deface or destroy any property belonging to the Owner or other agency during the execution of the contract, the same shall be made good by the Contractor at his own expenses and in default thereof, the Engineer-in-Charge may cause the same to be made good by other agencies and recover expenses from the contractor (for which the certificate of the Engineer-in-Charge shall be final). These expenses can be recovered from the security deposit/retention money if recovery from other sources is not possible.
- 18.3 All compensation or other sums of money payable by the contractor to the Owner under terms of this contract may be deducted from his security deposit/retention money or from any sums which may be or may become due to the contractor by the Owner on any account whatsoever and in the event of his security deposit/retention money being reduced by reasons of any such deductions. The contractor shall within ten days thereafter make good any sum or sums, which may have been deducted from his security Deposit/retention money. No interest shall be payable by the Owner from sum deposited as security deposit/retention money.
- 18.4 The security deposit shall be held by the Owner, as security for the due performance of the Contractor's obligations under the contract, provided that nothing herein stated shall make it incumbent upon the Owner to utilize the security deposit/retention money in preference to any other remedy which the Owner may have, nor shall be construed as confining the claims of the Owner against the contractor to the quantum of the Security Deposit/retention money.
- 18.5 The Bank guarantee if submitted shall be from any Indian scheduled bank or an international bank of repute having a branch in India or a corresponding banking relationship with an Indian scheduled bank. The security deposit/retention money shall be in Indian Rupee in the case of domestic bidders and in US Dollars/EUROS in the case of foreign bidders.
- 18.6 Process for submitting Bank Guarantee / PBG under SFMS (Structured Financial Messaging System) mode as follows:

Contractors shall insist their Bank on issuance of SFMS Bank Guarantee for faster payments. Contractors shall provide BPCL's Bank Account No. & IFSC Code (Details given below) to their Bank as beneficiary at the time of application for Bank Guarantee in favor of BPCL. Issuing Bank shall issue the Bank Guarantee & send SFMS message to BPCL's Bank confirming the authenticity of Bank Guarantee who in turn shall send the confirmation to BPCL.

Name of Bank: State Bank of India
Branch :CAG Branch, Mumbai
Account No: 11083980831
IFSC Code: SBIN0009995

SFMS BG will help in faster verification of BGs and prompt release of payments to contractors.

19 TIME OF PERFORMANCE:

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

20 FORCE MAJEURE

Circumstances leading to force majeure

(a) Act of terrorism;

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

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

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

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

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

• Notification of Force Majeure

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

• Right of either party to terminate

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

• Payment in case of termination due to Force Majeure

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

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

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

21 EXTENSION OF TIME:

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

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

22. LIQUIDATED DAMAGES FOR DELAY:

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

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

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

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

24 TERMINATION/OFFLOADING:

24.1 The contractor fully understands that timely completion of the work as per the schedule is of paramount necessity as otherwise it would lead to adversely affecting the schedules of other works/project with resultant financial and other losses to the Company/owner. In view of this, the contractor unconditionally agrees and binds himself to be liable for all the consequences for non-completion of the work within the stipulated time.

24.2 In case a situation is brought about by the contractor warranting termination/off-loading of the whole or any part of the work for any reason whatsoever, the Company/owner shall have the liberty and right to entrust/engage/award the work so terminated/off loaded at the risk and cost of the contractor to any other agency/contractor by adopting any mode of inviting tenders, i.e. open/limited/single party/negotiation basis etc. in order to ensure completion of the work as per the schedule or at the quickest possible time.

25. FORFEITURE OF SECURITY DEPOSIT:

Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the contract, the Owner shall be entitled to recover such sum by appropriating in part or whole, security deposit of the contractor, forming whole or part of such security being insufficient or if no security has been taken from the Contractor then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor. The contractor shall pay to the owner on demand any balance remaining due.

26 ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED:

In any case in which, under any clause or clauses of this contract, the contractor shall have forfeited the whole of his security deposit (whether paid in one sum or deducted by installment) or have committed a breach of any of the terms contained in this contract, the owner shall have power to adopt any of the following courses as he may deem best suited to his interest:

- a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the owner shall be conclusive evidence) in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Owner.
- b) To employ labour paid by the owner and to supply materials to carry out the work any part of the work, debiting contractor with the labour cost of tools and plants and equipment charges, the cost of the materials for which a certificate of the Engineer-in-Charge shall be final and conclusive against the Contractor and 10% of costs as above to cover all departmental charges and crediting him with the value of the work done in all respects in the manner and at the same rates as if it had been carried out by the Contractor under the term of his contract. The certificate of Engineer-in-Charge as to the value of the work done shall be

- final and conclusive against the contractor.
- c) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hand to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess, the certificate in writing of the Engineer-in-Charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Owner under the contract or otherwise or from his security deposit or from the proceeds of sale thereof, of a sufficient part thereof.

In the event of any of the above course being adopted by the Owner, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any agreements or made any advances on account of or with a view to the execution of the work of the performance of the contract. In case the Contractor shall not be entitled to recover or be paid any sum for any work actually performed under this contract unless the Engineer-in-Charge will certify in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

27 CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 26:

In any case in which any of the powers conferred upon the owner by clause 26 thereof shall have become exercisable and the same had not been exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercised in the event of any further case of default by the contractor for which any clause of hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Owner putting in force the power under sub-clause (a), (b) or (c) vested in him under the proceeding clause he may, if he so desires takes possession of all or any tools and plants materials and stores in or upon the works or the site thereof belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in case of these not being applicable at current market rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final otherwise the Engineer-in-Charge may give notice in writing to the contractor or his clerk of the works, supervisor or other authorized agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractors expense or sell them by auction or private sale on account of the contractor and at his risk in, all respects without any further notice as to the date, time or place of sale and the certificate of the Engineer-in-Charge as to the expense of any such removal and the amount of proceeds and any expenses of any such sale shall be final and conclusive against the contractor.

28 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:

If at any time from the commencement of the work the owner shall for any reasons whatsoever, not require the whole or part thereof as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

29 CHANGES IN CONSTITUTION:

Where the contractor is a partnership firm, the prior approval, in writing, of the Owner shall be obtained before any change is made in the constitution of the firm, where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before sub-contractor enters into any agreement with other parties, where under the reconstituted firm would have the right to carryout the work hereby undertaken by the contractor. In either case if prior approval as aforesaid is not obtained, the contract shall be deemed to have been allotted in contravention of clauses 35 hereof and the same action may be taken and, the same consequence shall ensure as provided in the said clause.

30 IF THE CONTRACTOR DIES:

Without prejudice to any of the rights or remedies under his contract, if the contractor dies, the Owner shall have the option of terminating the contract without compensation to the contractor.

31 EMPLOYEES OF THE OWNER NOT INDIVIDUALLY LIABLE:

No director or official or employee of the Owner shall in any way be personally bound or liable for the acts or obligations of the Owner under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

32 OWNER NOT BOUND BY PERSONAL REPRESENTATIONS:

The contractor shall not be entitled to any increase on the item rates of the contract or any other right or claim whatsoever by reason of representation, explanation or statement or alleged representation, promise or guarantees given or alleged to have been given to him by any person.

33 CONTRACTOR'S OFFICE AT SITE:

The contractor shall provide and maintain an office at the site, if space provided by the owner, for the accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instruction, notices, or other communications.

34 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCTS:

- 34.1 The contractor, on or after award of the work shall name and depute a qualified personnel having sufficient experience in carrying out work of similar nature to whom the equipments materials, if any, shall be issued and instructions for works given. The contractor shall also provide to the satisfaction of the Engineer-in-Charge sufficient and qualified staff to supervise the execution of the-works, competent sub-agents, supervisor and leading hands including those specially qualified by previous experience to supervise the type of works comprised in the contract in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the Engineer-in-Charge, additional properly qualified supervision staff is considered necessary, they shall be employed by the contractor without additional charges on account thereof. The Contractor shall ensure to the satisfaction of the Engineer-in- Charge that sub-contractors, if any shall provide competent and efficient supervision over the work entrusted to them.
- 34.2 If and whenever any of the Contractor's or sub-contractor's agents, sub-agents, assistants supervisor or other employees shall in the opinion of Engineer-in-Charge be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the owner or Engineer-in-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the contractor, if so directed by the Engineer-in- Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the works without the written permission of the Engineer-in-Charge. Any person so removed from the works shall be immediately replaced at the expense of the contractor by a qualified and competent substitute. Should the contractor be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.
- 34.3 The contractor shall be responsible for the proper behaviour of all the staff, supervisor, workmen and others and shall exercise a proper degree of control over them and in particular, and without prejudice to the said generality, the contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the contractor shall be responsible therefore and relieve the Owner of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Engineer-in-Charge upon any matter arising under this clause shall be final. Contractor shall ensure that none of their employees are ever engaged in any anti-national activities.
- 34.4 All contractor's personnel entering upon the Owner's premises shall be properly identified by badges issued by owner which must be worn all times on Owner's premises.

35 SUB-LETTING OF WORK:

Sub letting of contracts shall not be generally permitted. However owner may permit sub letting of work on specific cases subject to the following:-

- i) No part of the contract nor any share of interest there shall in any manner or degree be transferred assigned sublet by the contractor directly or indirectly to any firm or corporation whosoever except as provided for in the succeeding sub-clause, without the consent in writing of the Owner.
- ii) Sub Contractors for Temporary Works Etc.:- The Owner may give written consent to sub-contract for execution of any part of the works at the site, being entered into by the contractor provided each individual sub-contract is submitted to the Engineer-in-Charge before being entered into and is approved by him.
- iii) List of Sub-Contractors to be supplied: - At the commencement of every month the contractor shall furnish to the Engineer-in-Charge list of all sub-contractors or firms engaged by the contractor and working at the site during the previous month with particulars of the general nature of the sub-contract or works.
- iv) Contractor's Liability Not Limited By Sub-Contractors:- Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the Engineer-in-Charge shall have received copies of any sub-contracts, the contractor shall be and shall remain solely responsible for the quality and proper and expeditious execution of the works and the performance of all the conditions of the contract in all respects as if such sub-letting or sub-contracting had not taken place and as if such work had been done directly by the Contractor.
- v) Owner may Terminate Sub-Contracts:- If any sub-contractor engaged upon the works at the site executes any work which in the opinion of the Engineer-in-Charge is not in accordance with the Contract documents, the owner may by written notice to the contractor request him to terminate such sub-contract and the contractor upon the receipt of such notice shall terminate such sub contract and the latter shall forthwith leave the works, failing which the owner shall have right to remove such sub-contractors from the Site.
- vi) No Remedy For Action Taken Under This Clause:- No action taken by the owner under the clause shall relieve

the contractor of any of his liabilities under the contract or give rise to any right to compensation, extension of time or otherwise failing which, the owner shall have right to remove such sub-contractors from the Site.

36 POWER OF ENTRY:

If the contractor shall not commence the work in the manner previously described in the contract document or if he shall, at any time in the opinion of the Engineer-in-Charge.

- i. Fail to carryout the works in conformity with the contract documents, or
- ii. Fail to carryout the works in accordance with the time schedule, or
- iii. Substantially suspend work or the works for a period of Fourteen days without authority from the Engineer-in-Charge, or
- iv. Fail to carryout and execute the works to the satisfactions of the Engineer-in-Charge, or
- v. Fail to supply sufficient or suitable constructional equipments, temporary works, labour materials or things, or
- vi. Commit or suffer or permit any other breach of any of the provisions of the contract on his part to be performed or observed or persist in any of the above mentioned breaches of the contract for the fourteen days, after notice in writing shall have been given to the Contractor by the Engineer-in-Charge requiring such breach to be remedied, or
- vii. Abandon the works, or
- viii. During the continuance of the contract, become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction.

Then in any such case, the Owner shall have the power to enter upon the works and take possession thereof and of the materials, temporary works, constructional equipment, and stock thereon, and to revoke the contractor's license to use the same, and to complete the works, by his agents, other contractor or workmen, or to re-let the same upon any terms and to such other person firm or corporation as the Owner in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorize the use of any materials, temporary works constructional equipment, and stock as aforesaid without making payment or allowances to the contractor for the said materials other than such as may be certified in writing by the Engineer-in-Charge to be reasonable, and without making any payment or allowance to the contractor for the use of the temporary said works, constructional equipments and stock or being liable for any loss of damage thereto, and if the Owner shall by reason of his taking possession of the works or of the works being completed by other contractors (due account being taken of any such extra work or works which may be omitted) then the amount of such excess as certified by the Engineer-in-Charge shall be deducted from any money which may be due for work done by the contractor under the contract and not paid for. Any deficiency shall forthwith be made good and paid to the Owner by the contractor and the Owner shall have power to sell in such manner and for such price as he may think fit all or any of the constructional equipment, materials etc. belonging to and to recoup and retain the said deficiency or any part thereof out of the proceeds of the sale.

37 CONTRACTORS RESPONSIBILITY WITH OTHER AGENCIES:

Without repugnance to any other condition, it shall be the responsibility of the contractor executing the work of civil construction, to work in close co-operation and co-ordinate the works with other contractors or their authorized representatives and the contractor will put up a joint scheme, showing the arrangements, with other contractors / agencies for carrying his portion of work to the Engineer-in-Charge, and get the approval. The contractor before finally submitting the schemes to the Engineer-in-Charge shall have the written agreement of the other agencies. The Engineer-in-Charge before communicating his approval of the scheme, with any required modifications shall get the final agreement of all the agencies, which shall be binding. No claim shall be entertained on account of the above. The contractor shall conform in all respects with the provisions of any statutory regulations, ordinances or by laws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the works or any temporary works. The contractor shall keep the Owner Indemnified against all penalties and liabilities of every kind arising out of non-adherence to such statutes ordinances, laws, rules, regulations, etc.

38 OTHER AGENTS AT SITE:

The contractor shall have to execute the work in such place and condition where other agencies might also be engaged for other works such as site grading, filling and leveling, electrical and mechanical engineering works etc. No claim shall be entertained to works being executed in the above circumstances.

39 NOTICES:

Any notice hereunder may be served on the contractor or his duly authorized representative at the job site or may be served by registered mail direct to the address furnished by the Contractor. Proof of issue of any such notice could be conclusive of the contractor having been duly informed of all contents therein.

40 RIGHTS OF VARIOUS INTERESTS:

i) The Owner reserves the right to distribute the work between more than one contractor. The contractor shall co-operate and afford other contractors reasonable opportunity for access to the works for the carriage and storage of materials and execution of their works.

ii) Whenever the work being done by any department of the Owner or by other contractors employed by the Owner is contingent upon work covered by the contract, the respective rights of the various interests involved shall be determined by the Engineer-in-Charge to secure the completion of the various portions of the work in general harmony.

41 RIGHT OF OWNER TO DETERMINE / TERMINATE CONTRACT

i) Owner shall, at any time be entitled to determine and terminate the contract, if in the opinion of the Owner the cessation of the work becomes necessary owing to paucity of funds or for any other cause whatsoever, in which case, the cost of approved materials at the site at current market rates as verified and approved by Engineer-in-Charge and of the value of the work done to date by the contractor shall be paid for in full at the rates specified in the contract. A notice in writing from the Owner to the contractor of such determination and termination and the reason thereof, shall be the conclusive proof of the fact that the contract has been so determined and terminated by the Owner.

ii) Should the contract be determined under sub-clause (i) of this clause and the contractor claims payments to compensate expenditure incurred by him in the expectation of completing the whole of the work, the Owner shall consider and admit such claim as are deemed fair and reasonable and are supported by vouchers to the satisfaction of the Engineer-in-Charge. The Owner's decision on the necessity and propriety of any such expenditure shall be final and conclusive and binding on the contractor.

42 TERMINATION FOR CONVENIENCE :

BPCL shall, in addition to any other right enabling it to terminate the contract, have the right to terminate the contract at any time by giving prior written notice of at least 14 days to the contractor. Such termination shall be without prejudice to the rights of the parties that have accrued on or before the date of termination of the contract.

If the contract is terminated under this provision, the contractor is entitled to be compensated as under:-

- a. the contract price attributable to the works performed as at the date of termination
- and
- b. the reasonable costs incurred by the contractor for termination of subcontractors or the repatriation of the contractors' and subcontractors' employees
- less

the aggregate of all previous payments allocated to the works.

Any sums due to BPCL from the contractor accruing prior to the date of termination will be deducted from the amount to be paid to the contractor under the contract.

If, as a result of any such deductions, there is a negative amount payable to the contractor, then the contractor must pay an amount equal to such negative sum to BPCL within 15 days of BPCL intimating the contractor.

43 PATENTS AND ROYALTIES:

43.1 The contractor, if licensed under any patent covering equipment, machinery, materials or compositions of matter to be used or supplied or methods and process to be practiced or employed in the performance of this contract, agrees to pay all royalties and licence fees which may be due with respect thereto. If any equipment, machinery, materials or composition matters, to be used or supplied or methods and process to be practised or employed in the performance of this contract, is covered by a patent under which contractor is not licensed then the contractor before supplying or using the equipment, machinery, materials, compositions method or processes shall obtain such licences, and pay such royalties and licence fees as may be necessary for performance of the contract. In the event, the contractor fails to pay any such royalties or obtain any such licence, any suit for infringement of such patents which is brought against the contractor or the Owner as a result of such failure will be defended by the contractor at his own expenses and the contractor will pay any damages and costs awarded in such suit. The contractor shall promptly notify the owner if the contractor has acquired knowledge of any patent under which a suit for infringement could be reasonably brought because of the use by the Owner of any equipment, machinery, materials, and process methods to be supplied hereunder. The contractor agrees to and does hereby grant to Owner, together with the right to extend the same to any of the subsidiaries of the Owner as irrevocable, royalty- free licence to use in any country, any invention made by the contractor or his employee in or as a result of the performance of the work under the contract.

The Owner shall indemnify and save harmless the contractor from any loss on account of claims on contractor for the contributory infringement of patent rights arising out and based upon the claim that the use by the Owner of the process included in the design prepared by the Owner and used in the operation of the plant infringes on any patent right with respect to any sub-contract entered into by contractor pursuant to the provisions of sub-contractor an undertaking to provide the Owner with the same patent protection that contractor is required to provide under

the provisions of this clause.

- 43.2 All drawings, blue prints, tracings, reproducible, models, plans, specification and copies thereof, furnished by the Owner as well as drawings, tracings, reproducible, plans specifications, design, calculations etc. prepared by the contractor for the purpose of execution of works covered in or connected with this contract shall be the property of Owner and shall not be used for any other work but are to be delivered to the Owner at the completion of the contract.
- 43.3 Where so desired by Engineer-in-Charge, the contractor agrees to respect the secrecy of any document, drawings etc. issued to him for the execution of this contract, and restrict access to such documents, drawing etc. to the minimum and further, the contractor agrees to execute an individual SECRECY agreement from each or any person employed by contractor having access to such documents, drawings and to any other agency or individual, without the written approval by Engineer-in-Charge.

44 LIENS:

- 44.1 If, at any time, there should be evidence or any lien or claim for which the Owner might have become liable and which is chargeable to the contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the owner against such lien or claim and if such lien or claim be valid the Owner may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the Contractor. If any lien or claim remain unsettled after all payments are made, the contractor shall refund or pay to the Owner all moneys that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.
- 44.2 Contractor will not disclose details of the work to any person or persons except those engaged in its performance, and only to the extent required for the particular portion of the work being done.
Contractor will not give any items concerning details of the work to the press or a news disseminating agency without prior written approval from Engineer-in-Charge. Contractor shall not take any pictures on site without written approval of Engineer-in-Charge

45 OPERATION OF CONTRACT:

- 45.1 Law Governing:
Regardless of the place of contracting, place of performance or otherwise, this Agreement, and all amendments, modifications, alterations, or supplements, thereto shall be governed by the laws of India and respective state laws for the nature, validity and interpretation thereof.
- 45.2 Non-Waiver of Default:

Any failure by the Owner or Contractor at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this agreement, or to exercise a right hereunder, shall not constitute a waiver of such terms, conditions or rights, and shall not affect or impair same, or the right of the Owner or the Contractor, as the case may be at any time to avail itself of same.

SECTION - V

PERFORMANCE OF WORK

46 EXECUTION OF WORKS:

- 46.1 All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory detailed drawings, specifications, and instructions as may be furnished from time to time to the contractor by the Engineer-in-Charge whether mentioned in the contract or not. The contractor shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workman like manner with the quality of material and workmanship in strict accordance with the specifications following all safety requirements of BPCL and as stipulated in work permits as per the directions and to the entire satisfaction of the Engineer-in- Charge.
- 46.2 Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities/materials, it is understood that the contractor shall do, so at his cost unless otherwise specified.
- 46.3 The materials, design and workmanship shall satisfy the relevant Indian Standards, the Job specification contained herein and codes referred to. Where the job specification stipulate requirements in addition to those contained in the standards codes and specifications, these additional requirements shall also be satisfied.

47 COORDINATION AND INSPECTION OF WORK:

The coordination and inspection of the day-to-day work under the contract shall be the responsibility of the Engineer-in-Charge. The written instructions regarding any particular job will be normally be passed by the Engineer-in-Charge or his authorized representative. A work order book / logbook will be maintained by the Contractor for each job in which the aforesaid written instructions will be entered. These will be signed by the contractor or his authorized representative by way of acknowledgment within 12 hours. The non maintaining of the order book or non signing by the contractor shall not preclude the contractor from complying with the instructions.

48 WORK IN MONSOON AND DEWATERING:

- 48.1 The completion of the work may entail working in the monsoon also. The contractor must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.
- 48.2 During monsoon and other period, it shall be the responsibility of the contractor to keep the construction work site free from water at his own cost.

49 WORK ON SUNDAYS AND HOLIDAYS:

For carrying out work on Sundays and Holidays if needed, the contractor will approach the Engineer-in-Charge or his representative at least two days in advance and obtain permission in writing. No special compensation on this account will be payable.

50 GENERAL CONDITIONS FOR CONSTRUCTION AND ERECTION WORK:

- 50.1 Place of Work:
The work has to be executed at specified premises as per the tender. Contractor should apprise himself of all the conditions prevailing in such location and the restrictions placed on movement of personnel and equipment, types of equipment and tools permitted, working methods allowed etc. in the light of security and safety regulations operative in the area.
The safety regulations to be complied with, by the contractor will also be provided along with the tender. No idle time wages or compensation for temporary stoppage of work or restrictions would be paid, and the rate quoted for the various items of work should cover the cost of all such contingencies and eventualities. Substantial structures and utilities exist both above ground and underground, adjacent to the work site. (The construction activity gets restrained by the existence of such structures and utilities). Special care is necessary in transportation, storage, working on equipments and other construction activities to protect the existing features and prevent damage to any facility. Necessary protective structures barricades etc. have to be erected at various places as directed by Engineer-in-Charge. No extra payment of such protective works will be made unless specially provided in the tender.
- 50.2 The working time or the time of work is 48 hours per week normally. Overtime work is permitted in cases of need and the Owner will not compensate the same. Shift working at 2 or 3 shifts per day may become necessary and the contractor should take this aspect into consideration for formulating his rates for quotation. No extra claims will be entertained by the Owner on this account.
- 50.3 The contractor must arrange for the placement of workers in such a way that the delayed completing of the work or any part thereof for any reasons whatsoever will not affect their proper employment. The Owner will not entertain any claim for idle time payment whatsoever.
- 50.4 The contractor shall submit to the Owner reports at regular intervals regarding the state and progress of work. The details and preforma of the report will mutually be agreed after the award of contract.

51 DRAWINGS TO BE SUPPLIED BY THE OWNER:

- 51.1 Where drawings are attached with tender, these shall be for the general guidance of the contractor to enable him to visualize the type of work contemplated and scope of work involved. The contractor will be deemed to have studied the drawings and formed an idea about the work involved.
- 51.2 Detailed working drawings on the basis of which actual execution of the work is to proceed will be furnished from time to time during the progress of the work. The contractor shall be deemed to have gone through the drawings supplied to him thoroughly and carefully and in conjunction with all other connected drawings and bring to the notice of the Engineer-in-Charge, discrepancies, if any, therein before actually carrying out the work.
- 51.3 Copies of all detailed working drawings relating to the works shall be kept at the contractor's office of the site and shall be made available to the Engineer-in-Charge at any time during the contract. The drawings and other documents issued by the Owner shall be returned to the Owner on completion of the works. Reference is also invited to clause 43.2 and 43.3 above regarding drawings and other documents.

52 DRAWINGS TO BE SUPPLIED BY THE CONTRACTOR:

- 52.1 Where drawings/data are to be furnished by the contractor, they shall be as enumerated in the special conditions of contract, and shall be furnished within the specified time.
- 52.2 Where approval of drawings before manufacture / construction / fabrication has been specified, it shall be contractor's responsibility to have these drawings prepared as per the directions of Engineer-in-Charge and got approved before proceeding with manufacture construction / fabrication, as the case may be. Any changes that may have become necessary in these drawings during the execution of the work shall have to be carried out by the contractor to the satisfaction of Engineer-in-Charge at no extra cost. All final drawings shall bear the certification stamps duly signed by both the contractor and the Engineer-in-Charge.
- 52.3 A period of 3 weeks from the date of receipt shall be required normally for approval of drawings by the Engineer-in-Charge.

53 SETTING OUT WORKS:

- 53.1 The Engineer-in-Charge shall furnish the contractor with only the four corners of the work site and a level bench mark and the contractor shall set out the works and shall provide efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.
- 53.2 The contractor shall provide, fix and be responsible for the maintenance of all stacks, templates, level marks, profiles and other similar things and shall take all necessary precaution to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The contractor shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and centre line marks, either existing or supplied and fixed by the contractor. The work shall be set out to the satisfaction of the Engineer-in-Charge. The approval thereof or joining in setting out the work shall not relieve the contractor of any of his responsibilities.
- 53.3 Before beginning the works, the contractor shall at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the work in accordance with the scheme, for bearing marks acceptable to the Engineer-in-Charge. The centre, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct marks at the centre to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by the Engineer-in-Charge in writing but such approval shall not relieve the contractor of any of his responsibilities. The contractor shall also provide all labour, material and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.
- 53.4 Pillars bearing geodetic marks located at the site of work under construction should be protected and fenced by the contractor.
- 53.5 On completion of works, the contractor must submit the geodetic documents according to which the work was carried out.

54 RESPONSIBILITY FOR LEVEL AND ALIGNMENT:

The contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the work and shall rectify effectually any errors or imperfections therein. Such rectifications shall be carried out by the contractor, at his own cost, when instructions are issued to that effect by the Engineer-in-Charge.

55 MATERIALS TO BE SUPPLIED BY CONTRACTOR:

- 55.1 The contractor shall procure and provide the whole of the materials required for construction including tools, tackles, construction plant and equipment for the completion and maintenance of the works except the materials which will be issued by Owner and shall make his own arrangement for procuring such materials and for the transport thereof. The materials procured by the contractor shall be BPCL approved/specified quality.
- 55.2 All materials procured should meet the specifications given in the tender document. The Engineer-in-Charge may, at his discretion, ask for samples and test certificates for any batch of any material procured. Before procuring, the contractor should get the approval of Engineer-in-Charge for any material to be used for the works.
- 55.3 Manufacturer's certificate shall be submitted for all materials supplied by the contractor. If, however, in the opinion of the Engineer-in-Charge any tests are required to be conducted on the materials supplied by the contractor, these

will be arranged by the contractor promptly at his own cost.

56 MATERIALS SUPPLIED BY OWNER:

- 56.1 If the specifications of the work provides for the use of any materials of special description to be supplied from the Owner's stores, price for such material to be charged therefore as herein after mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of the contract. The contractor shall be bound to purchase and shall be supplied such materials as are from time to time required to be used by him for the purpose of the contract only. The sums due from the contractor for the value of the actual materials supplied by the Owner will be recovered from the running account bill on the basis of the actual consumption of materials in the work covered and for which the running account bill has been prepared. After the completion of the works, however, the contractor has to account for the full quantity of materials supplied to him as per relevant clauses in this document.
- 56.2 The value of the materials as may be supplied to the contractor by the Owner will be debited to the contractor's account at the rates shown in the schedule of chargeable materials and if they are not entered in the schedule, they will be debited at cost price, which for the purpose of the contract shall include the cost of carriage and all other expenses whatsoever such as normal storage supervision charges which shall have been incurred in obtaining the same at the Owner's stores. All materials so supplied to the contractor shall remain the absolute property of the Owner and shall not be removed on any account from the site of the work, and shall be at all times open for inspection to the Engineer-in-Charge. Any such materials remaining unused at the time of completion or termination of the contract shall be returned to the Owner's stores or at a place as directed by the Engineer-in-Charge in perfectly good condition, at contractor's cost.

57 CONDITIONS FOR ISSUE OF MATERIALS:

- i) Materials specified to be issued by the Owner will be supplied to the contractor by the Owner from his stores/location. It shall be the responsibility of the contractor to take delivery of the materials and arrange for its loading, transport and unloading at the site of work at his own cost. The materials shall be issued between the working hours and as per the rules of the Owner framed from time to time.
- ii) The contractor shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.
- iii) Materials specified to be issued by the Owner shall be issued in standard sizes as obtained from the manufacturer.
- iv) The contractor shall construct suitable godown at the site of work for storing the materials safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.
- v) It shall be duty of the contractor to inspect the material supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the Owner, it shall be the responsibility of the contractor to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/ or replaced by him at his own cost, according to the directions of the Engineer-in-Charge.
- vi) The Owner shall not be liable for delay in supply or non-supply of any materials which the Owner has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the Owner. In no case, the contractor shall be entitled to claim any compensation or loss suffered by him on this account.
- vii) It shall be the responsibility of the contractor to arrange in time all materials required for the works other than those to be supplied by the Owner. If, however, in the opinion of the Engineer-in-Charge the execution of the work is likely to be delayed due to the contractor's inability to make arrangements for supply of materials which normally he has to arrange for, the Engineer-in-Charge shall have the right, at his own discretion, to Issue such materials If available with the Owner or procure the materials from the market or elsewhere and the contractor will be bound to take such materials at the rates decided by the Engineer-in-Charge. This, however, does not in any way absolve the contractor from responsibility of making arrangements for the supply of such materials in part or in full, should such a situation occur, nor shall this, constitute a reason for the delay in the execution of the work.
- viii) None of the materials supplied to the contractor will be utilized by the contractor for manufacturing item, which can be obtained from standard manufacturer in finished form.
- ix) The contractor shall, if desired by the Engineer-in-Charge, be required to execute an indemnity bond for safe custody and accounting of all materials issued by the Owner.
- x) The contractor shall furnish to the Engineer-in-Charge sufficiently in advance a statement showing his requirements of the quantities of the materials to be supplied by the Owner and the time when the same will be required by him for the works, so as to enable the Engineer-in-Charge to make necessary arrangement for procurement and supply of the material.
- xi) A daily account of the materials issued by the Owner shall be maintained by the contractor indicating the daily receipt, consumption and balance in hand. This account shall be maintained in a manner prescribed by the Engineer-in-Charge along with all connected papers viz. requisition, issues etc. and shall be always available for inspection in the contractor's office at site.
- xii) The contractor should see that only the required quantities of materials are got issued. The contractor shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to the stores/location where from they were issued or to the place as directed by the Engineer-in-Charge.
- xiii) Materials/ Equipment supplied by Owner shall not be utilized for any other purpose(s) than issued for.

58 MATERIALS PROCURED WITH ASSISTANCE OF OWNER:

Notwithstanding anything contained to the contrary in any or all the clause of this document where any materials for the execution of the contract are procured with the assistance of Owner either by issue from Owner's stock or purchase made under orders or permits or licences issued by Government, the contractor shall hold the said materials as trustee for the Owner and use such materials economically and solely for the purpose of the contract and not dispose them off without the permission of the owner and return, if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason, whatsoever on his being paid or credited such prices as the Engineer in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however, shall not exceed the amount charged to him excluding the storage charges if any. The decision of the Engineer-in- Charge shall be final and conclusive in such matters. In the event of breach of the aforesaid condition, the contractor shall in terms of the licenses or permits, and/or for criminal breach of trust, be liable to compensate the Owner a double rate or high rate, in the event of those materials at that time having higher rate or not being available in the market, then any other rate to be determined by the Engineer-in-Charge and his decision shall be final and conclusive.

59 MATERIALS OBTAINED FROM DISMANTLING:

If the contractor in the course of execution of the work is called upon to dismantle any part for reasons other than those stipulated in clauses 66 & 70 hereunder, the materials obtained in the work of dismantling etc. will be considered as the Owner's property and will be disposed off to the best advantage of the Owner.

60 ARTICLES OF VALUE FOUND:

All gold, silver and other materials, of any description and all precious stones, coins, treasure relics, antiquities and other similar things which shall be found in, under or upon the site, shall be property of the Owner and the contractor shall duly preserve the same to the satisfaction of the Engineer-in-Charge and shall from time to time deliver the same to such person or person indicated by the Owner.

61 DISCREPANCIES BETWEEN INSTRUCTIONS:

Should any discrepancy occur between the various instructions furnished to the contractor, his agents or staff or any doubt, arise as to the meaning of any such instructions or should there be any misunderstanding between the contractor's staff and the Engineer-in-Charge's staff, the contractor shall refer the matter immediately in writing to the Engineer-in-Charge whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, or doubts, or misunderstanding shall in any event be admissible.

62 ALTERATIONS IN SPECIFICATIONS AND DESIGNS AND EXTRA WORK:

A) The Engineer-in-Charge shall have power to make any alterations in, omissions from, additions to or substitutions for, the schedule of rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out such altered / extra / new items of work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respect on which he agree to do the main work. The time for completion of work may be extended for the part of the particular job at the discretions of the Engineer-in-Charge, for only such alteration, additions or substitutions of the work, as he may consider as just and reasonable. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions:

- a) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract.
- b) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for similar class of works as specified in the contract for the work. The opinion of the Engineer-in-Charge as to whether the rates can be reasonably so derived from items in the contracts will be final and binding on the contractor.
- c) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clause (a) and (b) above, then the contractor shall inform the Engineer-in-Charge of the rate which is his intention to charge for such class of work supported by analysis of the rate or rates claimed, and the Engineer-in-Charge shall determine the rates on the basis of the prevailing market rates of materials, labour cost at schedule of labour plus 10% to cover contractor's supervision, overheads and profit and pay the contractor accordingly. The opinion of the Engineer-in-Charge as to the current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the contractor.

- d) Provisions, contained in sub-clause (a) to (c) above shall not, however, apply:

Where the value of alterations / additions / deletions or substitutions exceeds beyond plus or minus 25% of the estimated contract value (i.e. quoted item rates of contractor shall hold good for variations etc. within plus or minus 25% of estimated contract value)

- B) In the event and as a result of such alternatives / additions / substitutions / deletion, the scope of contract work exceed the value stipulated in the contract by more than the limits given in clause (d) above, the Contractor shall claim revision of the rates supported by the proper analysis in respect of such items for quantities in excess of the above limits, notwithstanding the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provision of sub-clause (b) of Clause 62 A, and the Engineer-in-Charge may revise their rates having regard to the prevailing market rates, and the contractor shall be paid in accordance with the rates so fixed. But, under no circumstances the contractor shall suspend / stop / slowdown the work on the plea of non-settlement of rates of items falling under this clause.

63 VARIATION IN CONTRACT VALUE :

Compensation for Reduction in Contract value due to change in quantity:

- Upto & inclusive of (-) 25% of Total Contract Value (TCV): No cost compensation.
- Beyond (-) 25% of TCV: Cost compensation @ 10% of reduction in the contract value from (-) 25% of TCV (i.e. 75% of TCV).

Discount to be obtained for Increase in contract value due to change in quantity:

- Upto & inclusive of (+) 50% of TCV: No discount.
- Beyond (+) 50% of TCV: Reduction @ 10% of increase in the contract value beyond (+) 50% of TCV.

64 ACTION WHERE NO SPECIFICATIONS ISSUED:

In case of any class of work for which there is no such specification given by the Owner in the tender documents, such work shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same the work should be carried out as per standard Engineering Practice subject to the approval of the Engineer-in-Charge.

65 ABNORMAL RATES:

The contractor is expected to quote rate for each item after analysis of cost involved for the completion of item/work, considering all specifications and conditions of contract. This will avoid loss of profit or gain, in case of curtailment or change of specification for any item. In case it is noticed that the rates for any item, quoted by the tenderer are unusually high or unusually low, it will be sufficient cause for the rejection of the tender unless the Owner is convinced about the reasonableness of the rates on scrutiny of the analysis for such rate to be furnished by the tenderer on demand.

66 INSPECTION OF WORK:

- 66.1 The Engineer-in-Charge will have full power and authority to inspect the works at any time wherever in progress either on the Site or at the contractor's premises / workshop where situated premises /workshops of any person, firm or corporation where work in connect with the contract may be in hand or where materials are being or are to be supplied, and the contractor shall afford or procure for the Engineer-in-Charge every facility and assistance to carry out such Inspection. The contractor shall at all time during the usual working hours and at all other time for which reasonable notice of the intention of the Engineer in-Charge or his representative to visit the works have been given to the contractor, either himself be present to receive order and instructions or post a responsible agent duly accredited in writing for the purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself. The contractor shall give not less than seven days, notice in writing to the Engineer-in-Charge before covering up or placing any work beyond reach of inspection and measurement any work in order that the same may be inspected and measured. In the event of breach of above the same shall be uncovered at contractor's expense carrying out such measurement or inspection.
- 66.2 No materials shall be dispatched by the contractor before obtaining the approval of Engineer-in-Charge in writing. The contractor is to provide at all times during the progress of the work and the maintenance period, proper means of access with ladders, gangways, etc. and the necessary attendance to move and adopt as directed for inspection or measurement of the works by the Engine in-Charge.

67 ASSISTANCE TO THE ENGINEERS:

The contractor shall make available to the Engineer-in-Charge, free of cost necessary instruments and assistance in checking of setting out of works and taking measurement of work.

68 TESTS FOR QUALITY OF WORKS:

- 68.1 All workmanship shall be of the respective kinds described in the contract documents and in accordance with the instructions of the Engineer-in-Charge and shall be subjected from time to time to such test at contractor's cost as the Engineer-in-Charge may direct at place of manufacture or fabrication or on the site or at all or any such places. The contractor shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required the Engineer-in-Charge.
- 68.2 All the tests necessary in connection with the execution of the work as decided by Engineer-in-Charge shall be carried out at the field testing laboratory of the Owner by paying the charges as decided by the Owner from time to time. In case of non-availability of test facility with the Owner, the required test shall be carried out at the cost of contractor at government or any other testing laboratory as directed by Engineer-in-Charge.
- 68.3 If any tests are required to be carried out in connection with the work or materials workmanship not supplied by the contractor, such tests shall be carried out by the contractor as per the instructions of Engineer-in-Charge and cost of such tests shall be reimbursed by the Owner.

69 SAMPLES:

The contractor shall furnish to the Engineer-in-Charge for approval when requested or if required by the specifications, adequate samples of all materials and finishes to be used in the work. Such samples shall be submitted before the work is commenced and in ample time to permit tests and examinations thereof. All materials furnished and finishing applied in actual work shall be fully identical to the approval samples.

70 ACTION AND COMPENSATION IN CASE OF BAD WORK:

If it shall appear to the Engineer-in-Charge that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description, or that any materials or articles provided by the contractor for the execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-Charge or his authorised representative, specifying the work, materials or articles complained of, notwithstanding that the same have been inadvertently passed, certified and paid for forthwith shall rectify or remove and reconstruct the works specified and provide other proper and suitable materials or articles at his own charge and cost, and in the event of failure to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid, the contractor shall be liable to pay compensation at the rate of one percentage of the estimated cost of the whole work, for every week limited to a maximum of 10 per cent of the estimated cost of the whole work, while his failure to do so shall continue and in the case of any such failure the Engineer-in-Charge may on expiry of notice period rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expenses of the contractors in all respects. The decision of the Engineer-in-Charge as to any question arising under this clause shall be final and conclusive.

71 SUSPENSION OF WORKS:

The contractor shall, if ordered in writing by the Engineer-in-Charge or his representative, temporarily suspend the works or any part thereof for such period and such time as so ordered and shall not, after receiving such written order, proceed with the work therein ordered to be suspended, until he shall have received a written order to proceed therewith. The contractor shall not be entitled to claim/ compensation for any loss or damage sustained by him by reason of temporary suspension of the works aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid will be granted to the contractor, should he apply for the same, provided that suspension was not consequent to any default or failure on the part of the contractor.

72 OWNER MAY DO PART OF WORK:

Upon failure of the contractor to comply with any instructions given in accordance with the provisions of the contract, the owner has the alternative right, instead of assuming charge for entire work to place additional labour force, tools, equipments and materials on such parts of the work, as the owner may designate or also engage another contractor to carry out the work. In such cases, the owner shall deduct from the amount which otherwise might become due to the contractor, the cost of such work and materials with ten percent added to cover all departmental charges and should the total amount thereof exceed the amount due to the contractor, the contractor shall pay the difference to the owner.

73 POSSESSION PRIOR TO COMPLETION:

The Engineer-in-Charge shall have the right to take possession of or use any completed or partially completed work or part of the work. Such possessions or use shall not be deemed to be an acceptance of any work completed in accordance with the contract agreement. If such prior possession or use by the Engineer-in-Charge delays the progress of work, suitable adjustment in the time of completion will made and contract agreement shall be deemed to be modified accordingly.

74 PERIOD OF LIABILITY FROM THE DATE OF COMPLETION OF WORK:

- 74.1 The contractor shall guarantee the installation/site work for a period of 12 (twelve) Months from the date of completion of work, unless otherwise specified. Any damage that may lie undiscovered at the time of issue of completion certificate, connected in any way with the equipment or materials supplied by him or in the workmanship shall be rectified or replaced by the contractor at his own expense as deemed necessary by the Engineer-in-Charge or in default, the Engineer-in-Charge may cause the same made good by other workmen and deduct expenses (for which the certificate of Engineer-in-Charge shall be final) from any sums that may be then or at any time thereafter, become due to the contractor or from his security deposit. In case the defect arises within the abovementioned Defect Liability Period (DLP) and the same is repaired/replaced, the DLP for the repaired/replaced job/item will be extended suitably so as to cover the original DLP. However, in no case, such extension will exceed 24 months from date of start of initial DLP.
- 74.2 If the contractor feels that any variation in work or in quality of materials or proportions would be beneficial or necessary to fulfill the guarantee called for, he shall bring this to the notice of the Engineer-in-Charge in writing. The work will not be considered as complete and taken over by the Owner until all the temporary works etc., constructed by the contractor is removed and work site cleaned to the satisfaction of Engineer-in-Charge.

74.3 Care of Works:

From the commencement to completion of works, the contractor shall take full responsibility for the care of all works including all temporary works, and in case any damage, loss or injury happens to the works or to any part thereof or to any temporary work, from any cause whatsoever, he shall at own cost repair and make good the same, so that at completion, the work shall be in good order and in conformity in every respect with the requirements of the contract and the Engineer-in-Charge's instructions.

74.4 Effects prior to taking over:

If at any time, before the work is taken over, the Engineer-in-Charge shall

- a) Decide that any work done or materials used by the contractor or any sub-contractor is defective or not in accordance with the contract or that the works or any portion thereof are defective or do not fulfill the requirements of contract (all such matters being herein after called 'Defects' in this clause) and
- b) As soon as reasonably practicable, notice given to the contractor in writing of the said decisions specifying particulars of the defects alleged to exist or to have occurred, then the contractor shall at his own expenses and with all speed make good the defects so specified.

In the case contractor shall fail to do so, the Owner may take, at the cost of the contractor, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure, so incurred by the Owner shall be recovered from the amount due to the contractor. The decision of the Engineer-in-Charge with regard to the amount be recovered from the contractor will be final and binding on the contractor. As soon as the works have been completed in accordance with the contract (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance thereof provided in clause 74.1) and have passed the tests on completion, the Engineer-in-Charge shall issue a certificate (hereinafter called completion certificate) in which he shall certify the date on which the work have been so completed and have passed the said tests and the Owner shall be deemed to have taken over the works on the date so certified. If the works have been divided into various groups in the contract, the Owner shall be entitled to take over any group or groups before the other or others and thereupon the Engineer-in-Charge shall issue a completion certificate which will however, be for such group or groups as taken over only.

74.5 Defects after taking over:

In order that the contractor could obtain a completion certificate, he shall make good with all possible speed, any defect arising from the defective materials supplied by the Contractor or workmanship or any act of omission of the contract that may have been noticed or developed after the works or group of the works has been taken over. The period allowed for carrying out such work will be normally one month. If any defect be not remedied within a reasonable time, the Owner may proceed to do the work at the contractor's risk and expense and deduct from the final bill such amount as may be decided by the Owner. If by reason of any default on the part of the contractor a completion certificate has not been issued in respect of every portion of the work within one month after the date fixed by the contract for the completion of the works, the Owner shall be at his liberty to use the works or any portion thereof in respect of which a completion certificate has been issued provided that the works or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of completion certificate.

- 74.6 The Security Deposit/retention money deducted / furnished as per clause 18 of GCC shall be retained for the period of liability as given in clause 74.1 above. This Retention amount or Bank Guarantee furnished against Security Deposit/retention money shall be released only on expiry of the period of liability and also based on the certification of the Engineer-in-charge that no defect/damage has been reported / observed during the stipulated period of liability for the contract.
- 74.7 Performance of contractor shall be evaluated on each job by Engineer-in-Charge and recorded. Review of performance will be carried out at appropriate intervals by BPCL.

SECTION VI

BILLS / MEASUREMENT / PAYMENT

75 SCHEDULE OF RATES AND PAYMENTS:

i) Contractor's Remuneration

The price to be paid by the Owner to contractor for the whole of the work to be done and the performance of all the obligations undertaken by the contractor under the contract documents shall be ascertained by the application of the respective item rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the work actually executed and approved by the Engineer-in-Charge. The sum so ascertained shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the contractor under the contract and no further payment whatsoever shall be or become due or payable to the contractor under the contract.

ii) Schedule of rates to be inclusive:

The prices/rates quoted by the contractor shall remain firm till the issue of final completion certificate and shall not be subject to escalation. Schedule of rates shall be deemed to include and cover all costs, expense and liabilities of every description and all risk of every kind to be taken in executing, completing and handing over the work to the Owner by the Contractor. The Contractor shall be deemed to have known the nature, scope, magnitude and the extent of the works and materials required, though the contract document may not fully and precisely furnish them. He shall make such provision in the item rates as he may consider necessary to cover the cost of such items of work and materials as may be reasonable and necessary to complete the works. The opinion of the Engineer-in-Charge as to the items of work which are necessary and reasonable for completion of work shall be final and binding on the contractor, although the same may not be shown on or described specially in contract documents.

Generality of this present provision shall not be deemed to cut down or limit in any way because in certain cases it may and in other cases it may not be expressly stated that the contractor shall do or perform a work or supply articles or perform services at his own cost or without addition of payment or without extra charges or words to the same effect or that it may be stated or not stated that the same are included in and covered by the schedule of rates.

iii) Schedule of Rates to Cover Constructional Equipments, Materials, Labour etc.

Without in any way limiting the provisions of the preceding sub-clause the schedule of rates shall be deemed to include and cover the cost of all constructional equipment, temporary work (except as provided for herein), pumps, materials, labour, the insurance, fuel, stores and appliances to be supplied by the contractor and other matters in connection with each item in the schedule of rates and the execution of the works or any portion thereof, finished, complete in every respect and maintained as shown or described in the contract documents or may be ordered in writing during the continuance of this contract.

iv) Schedule of Rates to cover Royalties, Rents and Claims:

The Schedule of Rates shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, or otherwise incorporated in or used in connection with the works, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the works and shall include an indemnity to the Owner which the contractor hereby gives against all actions, proceedings, claims damages, costs and expenses arising from the incorporation in or use on the works of a such articles, processes or materials, Octroi or other municipal or local Board charges levied on materials, equipment or machineries to be brought to site for use on work shall be borne by the contractor.

v) Schedule of Rates to Cover Taxes and Duties:

No claim or exemption or reduction of customs duties, GST, quarry or any port dues, transport charges, stamp duties or Central or States Government or Local Body or Municipal Taxes or duties, taxes or charges (from or of any other body), whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule of Rates. Contractor shall also obtain and pay for all permits, or other privileges necessary to complete work.

vi) Schedule of Rates to cover Risk of Delay:

The schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the contractors conduct of work which occur from any cause including orders of owner in the exercises of his powers and on account of extension of time granted due to various reasons and for all other possible or probable cause of delay.

vii) Schedule of Rates cannot be altered:

For work under unit rate basis, no alteration will be allowed in the schedule of Rates by reason of work or any part of them being modified, altered, extended, diminished or omitted. The schedule of Rates are fully Inclusive rates

which have been fixed by the contractor and agreed to the Owner and cannot be altered. For lumpsum contract, the payment will be made according to the work actually carried out for which purpose an item wise or workwise, Schedule of rates shall be furnished, suitable for evaluating the value of work done and preparing running account bills.

76 PROCEDURE FOR MEASUREMENT / BILLING OF WORK IN PROGRESS:

i) Measurements:

All measurements shall be in metric system. All the works in progress will be jointly measured by the representative of the Engineer-in-Charge and the Contractor's authorised agent progressively. Such measurement will be got recorded in the measurement book by the Engineer-in-Charge or his authorised representative and signed in token of accepted by the contractor or his authorised representative.

For the purpose of taking joint measurement the contractor's representative shall be bound to be present whenever required by the Engineer-in-Charge. If, however, he absents for any reason whatsoever the measurement will be taken by the Engineer-in-Charge or his representative and this will be deemed to be correct and binding on the contractor.

ii) Billing:

The contractor will submit a bill to the Engineer-in-Charge of the work giving abstract and detailed measurements for the various items executed during a month, before the expiry of the 1st week of the succeeding month. The Engineer-in-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible, before the expiry of 10 days from presentation of the bill.

iii) Dispute in Mode of Measurements:

In case of any dispute as to the mode of measurement not covered by the contract to be adopted for any item of work, mode of measurement as per latest Indian Standard Specifications shall be followed.

77 LUMPSUMS IN TENDER:

For the items in tender where it includes lumpsum in respect of parts of work, the contractor shall be entitled to payment in respect of the items at the same rates as are payable under this contract for such items, or if part of the work in question is not in the opinion of the Engineer-in-Charge capable of measurement of determination, the owner may at his discretion pay the lumpsum amount entered in the tender or a percentage thereof and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regards to any sum or sums payable to him under the provisions of the clause.

78 RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS ADVANCES:

All running account payments shall be regarded as payment by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect, or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in this respect, or of the accruing of any claim by the contractor, nor shall it conclude, determine or affect in any way the powers of the Owner under these conditions or any of them as to the final settlement and the adjustments of the accounts or otherwise, or in any other way vary or affect the contract.

The final bill shall be submitted by the contractor within one month of the date of physical completion of the work, and settled immediately but not later than 60 days otherwise the Engineer-in-charge's certificate of the measurement and of total amount payable for the work accordingly shall be final and binding on all parties. The final bill shall be presented by the contractor along with 'No claim certificate' in a format acceptable to the owner or such other documents as directed by the owner.

79 EXTRA WORK:

Should the contractor consider that he is entitled to any extra payment for extra job carried out whatsoever in respect of the works, he shall forthwith give notice in writing to the Engineer-in-Charge that he claims extra payment for the extra work. Such notice shall be given to the Engineer-in-Charge within one week from the ordering of any extra work or happening of any event, upon which the contractor bases such claims, and such notice shall contain full particulars of the nature of such claim with full details and amount claimed. Failure on part of the contractor to put forward any claim with the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by the owner to reject any such claim and no delay in dealing therewith shall be waiver by the owner of any rights in respect thereof.

80 PAYMENT OF CONTRACTOR'S BILL:

Generally no payment shall be made for works estimated to cost less than Rs. 50,000/- till the whole of the work shall have been completed. But in case of works estimate to cost more than Rs. 50,000/- the contractor on submitting the bill thereof be entitled to receive a monthly payment proportion to the part thereof approved and passed by the

Engineer-in-Charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. This payment will be made after making necessary deductions as stipulated elsewhere in the contract document for materials, security deposit or any moneys due to the Owner etc.

75% payment of the Running Account bill (RA bill) shall be released within 15 calendar days of receipt of RA bill duly certified by Engineer-in-charge (EIC) and the balance payment shall be released within 30 days of receipt of RA bill by EIC after detailed scrutiny.

81 CONCLUSION OF CONTRACT:

In a situation where the L1 bidder is not lowest for some specific line items and the L1/L2 parity is likely to be affected during the execution of the contract, due to variation in quantities of individual line items in contract based on site conditions, then the final payment could be restricted to ensure that the overall total payment of the executed work does not exceed the overall amount that would have been payable to the then L1 as per the latter's quoted rates.

82 MODE OF PAYMENT:

Payment will be made to the contractor normally through NEFT mode.

83 COMPLETION CERTIFICATE:

83.1 Application for Completion Certificate:

When the contractor fulfills his obligation under clause 74.4, he shall be eligible to apply for completion certificate. The contractor may apply for separate completion certificate respect of each such portion of the work by submitting the completion documents along with such application for completion certificate.

The Engineer-in-Charge shall normally issue to the contractor the completion certificate within one month after receiving an application therefore from the contractor after verifying from the completion documents and satisfying himself that the work has been completed in accordance with and as set out in the construction and erection drawings and the contract documents.

The contractor, after obtaining the completion certificate is eligible to present the final bill for the work executed by him under the terms of contract.

83.2 Completion Certificate:

The contractor shall be furnished with a certificate by the Engineer-in-Charge of such completion, but no certificate shall be given nor shall the work be deemed to have been executed until all scaffolding surplus materials and rubbish is cleared off the site completely or until the work shall have been measured by the Engineer-in-Charge whose measurement shall be binding and conclusive. The work will not be considered complete and taken over by the Owner, until all the temporary works, labour and staff colonies etc. constructed are removed and the work site cleaned of all debris etc., as described in clause in 83.3 below and to the satisfaction of the Engineer-in-Charge.

If the contractor shall fail to comply with the requirements of this clause on or before the date fixed for the completion of the work, the Engineer-in-Charge may at the expenses of the contractor remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

83.3 Clearing the site:

Cart away all debris generated from the work and dispose it off without giving rise to any complaints from local, municipal or government authorities. Metal scraps or any other scrap including wooden packing materials shall be disposed as instructed by the Engineer-in-Charge or as follows:

- a) All unused scrap steel bar/ structural steel sections/pipe materials etc., (Free issue by owner) shall be the property of the owner and the same shall be returned by the contractor category-wise at their own cost to Owner's store. The weightment slip issued by the Warehouse (in original) is required to be attached along with the final bill/ material reconciliation statement. In case, the material is supplied by the contractor, as per their scope of work, the scrap material generated out of the same should be taken out at their own cost before the settlement of the final bill.
- b) Insulation material (either issued by owner to the contractor or supplied by contractor) shall be kept in the area allocated by owner. During the insulation activities, the contractor should keep the work area clean on day-to-day basis. On completion of insulation job, all debris/packing should be taken out to the designated location or as directed by the Engineer in charge for disposal at their own cost before the settlement of the final bill.

83.4 The financial implication of above, if any, should be taken care of in the quoted rates; and no separate claim shall be entertained on this account. The final bill of the contractor shall be linked with the area cleaning in all respects, including removal of shuttering material, disposal of debris/scrap etc. to the entire satisfaction of Engineer-in- Charge.

84 FINAL DECISION AND FINAL CERTIFICATE:

Upon Expiry of the period of liability and subject to the Engineer-in-Charge being satisfied that the works have been duly maintained by the contractor during monsoon or such period as herein before provided in clause 74 and that the

contractor has in all respect duly made up any subsidence and performed all his obligations under the contract, the Engineer-in-Charge shall (without prejudice to the rights of the Owner to retain the provisions of relevant clause hereof) give a certificate herein referred to as the final certificate to that effect. The contractor shall not be considered to have fulfilled the whole of his obligations under the contract until Final Certificate have been given by the Engineer-in-Charge notwithstanding any previous entry upon the work and taking possession, working or using of the same or any part thereof by the owner.

85 CERTIFICATE FOR PAYMENTS AND EVIDENCE OF COMPLETION:

Except the final certificate, no other certificate or payments against a certificate or on general account shall be taken to be an admission by the Owner of the due performance of the contract or any part thereof or occupancy or validity of any claim by the contractor.

SECTION VII

TAXES/DUTIES/INSURANCE

86 TAXES AND DUTIES :

The contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, etc. now in force or hereafter Imposed, increased or modified, from time to time in respect of work and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the contractor and the contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employer - employee relationship and the contractor further agrees to comply and secure the compliance by all sub-contractors, with all applicable Central, State, Municipal and local laws and regulations and requirements of any Central, State or Local Government agency or authority. Contractor further agrees to defend, indemnify and hold harmless from any liability or penalty which may be Imposed by the Central, State of Local Authority by reason of any violation by contractor or sub-contractor of such laws, regulations or requirements and also from all claims, suits or proceeding that may be brought against the Owner arising under, growing out of, or by reason of the work provided for by this contract by third parties, or by Central or State Government authority or any administrative sub-division thereof.

The vendor shall take steps viz. mention relevant GSTIN of BPCL in GST invoices and returns, uploading invoice in GSTR 1, payment of the tax liability on the said invoices and filing of Returns etc. and comply with all the requirements of applicable laws including GST laws for the time being in force to enable the OWNER to avail tax credit/s including input tax credit. Any loss or non-availability of input tax credit by the OWNER due to non-compliance of applicable tax law including but not limited to GST laws in force or otherwise, on the part of VENDOR, an amount equivalent to any tax liability accruing to the OWNER and/or to the extent of any loss accrued to the OWNER due to the non-availability of input tax credit or any liability accrued to the OWNER shall either stand cancelled or deducted from the payment due to the VENDOR or shall be reimbursed by the VENDOR as the case may be till such default is either rectified or made good by the VENDOR and the OWNER is satisfied that it is in a position to claim valid input tax credit within the timelines as per applicable laws. Any cost, liability, dues, penalty, fees, interest as the case may be which accrues to the OWNER at any point of time on account of non-compliance of applicable tax laws or rules or regulations thereof or otherwise due to default on the part of VENDOR shall be borne by the VENDOR. An amount equivalent to such cost, liability, dues, penalty, fees, and interest as the case may be shall be reimbursed by the VENDOR within 30 days. Any GST as may be applicable on such recovery of amount shall also be borne by VENDOR and same shall be collected by the OWNER."

87 INSURANCE:

Contractor shall at his own expenses carry and maintain insurance with reputable insurance companies to the satisfaction of the Owner as follows:

i) Employees State Insurance Act:

The Contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employees State Insurance Act, 1948, and the contractor further agrees to defend, indemnify and hold Owner harmless from any liability or penalty which may be imposed by the Central, State or Local Authority by reason of any asserted violation by contractor or sub-contractor, of the Employee State Act, 1948 and also from all claims suits or proceedings that may be brought against the Owner arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of the contractor, by third parties or by Central or State Government authority or any political sub-division thereof.

The contractor agrees to filing, with the Employees State Insurance Corporation, the Declaration Forms and all forms which may be required in respect of the contractor's or sub-contractor's employees whose aggregate remuneration as fixed by the concerned authorities and who are employed in the work provided for or those covered by ESI Act under any amendment to the Act from time to time. The contractor shall deduct and secure the agreement of the sub-contractor to deduct the employee's contribution as per the first schedule of the Employee State Insurance Act from wages and affix the Employee's contribution Cards at Wages payment intervals. The contractor shall remit and secure the agreement of the sub-contractor to remit to the authorized bank, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The contractor agrees to maintain all Cards and records as required under the Act in respect of employees and the payments and the contractor shall secure the agreement of the subcontractor to maintain such records. Any expenses incurred for the contribution, making contribution or maintaining records shall be to the contractor's or sub-contractor's account.

The Owner shall retain such sum as may necessary, from the total contract value until contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid.

ii) Workman's Compensation and Employee's Liability Insurance:

Insurance shall be effected for all the Contractor's employees engaged in the performs of this contract, if any of the work is sublet, the contractor shall require the sub-contractor to provide workman's compensation and employer's liability Insurance for the latter's employees if such employees are not covered under the contractors insurance.

- iii) Any other Insurance Required Under Law or Regulations or by Owner:
Owner shall cover Project Material and Equipments under and over all Marine-cum-Erection Insurance Policy. Contractor shall carry and maintain any and all other insurance which be required under any law or regulation from time to time. He shall also carry and main any other insurance which may be required by the Owner.
- iv) Automobile Liability Insurance:
Contractor shall take out an Automobile Liability Insurance to cover all risks to Owner for each of his vehicles plying on works of this contract and these insurance shall be valid for the total contract period. No extra payments will be made for this insurance. Owner shall not be liable for any damage or loss not made good by the insurance company, should such damage or toss result from unauthorised use of the vehicle.

88 DAMAGE TO PROPERTY:

- i) Contractor shall be responsible for making good, to the satisfaction of the Owner any loss of and any damage to all structures and properties belonging to the Owner or being executed or procured or being procured by the Owner or of other agencies within the premise all the work of the Owner, if such loss or damage is due to fault and/or the negligence willful acts or omission of contractor, his employees, agents, representative or \ sub-contractor.
- ii) The contractor shall indemnify and keep the Owner harmless of all claims for damage to property other than Owner's property arising under or by reason of this agreement if such claims results from the fault and/or negligence or willful acts or omission of contractor, his employees, agents, representatives or sub-contractors.

SECTION VIII
LABOUR LAWS AND OTHER REGULATIONS

89 LABOUR LAWS:

- i) No labour below the age of eighteen years shall be employed on the work.
- ii) The contractor shall not pay less than what is provided under the Minimum Wages Act for the applicable trade or category of workman to the worker engaged by him on the work and also ensure that any sub-contractors engaged by him also pay not below the applicable minimum wages under the Act and hold the company, indemnified in respect of any claims that may arise in respect or non-compliance with this requirements.
- iii) The contractor shall observe all the formalities required under the provisions of the contract labour (Regulation and abolition) Act 1970 and the rules made thereunder and as may be amended from time to time. He shall pay the required deposit under the Act Appropriate to the number of workmen to be employed by him or through sub-contractor and get him self registered under the Act. He shall produce the certificate of registration granted by the Govt. authority under the Act to the company before commencement of work. The company recognises only the contractor and not his sub-contractors under the provisions of the Act. The contractor will have to submit daily a list of his employees, who will be entering the Company's premises for the work awarded. He will also keep his wage register available at all times as close to the work site as possible and produce the same for inspection whenever required by designated Company officials. If the company so desires, a deposit may be taken from the Contractor to be refunded only after the Company is satisfied that all the workmen employed by the contractor have been fully paid for the period of work in Company's premises at least at rates equal to or better than wages provided for under the Minimum Wages Act.
- iv) The Contractor will comply with the provisions of the employee's Provident Fund Act and the Family Pension Fund Act as may be applicable and as amended from time to time. Contractor shall obtain their own provident fund account number. Offer of the contractor who does not have provident fund account will be liable for rejection.
- v) The Contractor will comply with the provisions of the Payment of Gratuity Act 1972 as may be applicable and as amended from time to time.

90 IMPLEMENTATION OF APPRENTICES ACT 1961:

The Contractor shall comply with provisions of the Apprentices Act 1961 and the Rules/orders issued thereunder from time to time. If he fails to do so, his failure will be breach of the contract and the Engineer-in-Charge may, at his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the act.

91 CONTRACTOR TO INDEMNIFY THE OWNER:

- i) The contractor shall indemnify the owner and every member, officer and employee of the Owner, also the Engineer-in-Charge and his staff against all actions, proceedings, claims, demands, costs, and expenses whatsoever arising out of or in connection with the matters referred to in clause 86 and all actions/proceedings, claims, demands, costs and expenses which may be made against the Owner for or in respect of or arising out of any failure by the contractor in the performance of his obligations under the contract documents. The Owner shall not be liable for or in respect of any demand or compensation payable by law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractor and contractor shall indemnify and keep indemnified the Owner against all such damages and compensations and against all claims, damage, proceedings, costs, charges and expenses whatsoever, thereof or in relation thereto.

- ii) Payment of Claims and Damages:

Should the Owner have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the Owner shall be charged to and paid the Contractor and the contractor shall not be at liberty to dispute or question the rig of the Owner to make such payments notwithstanding the same may have been made without his consent or authority or in law or otherwise to the country.

In every case to which by virtue of the provisions of Section 12, sub-section (I) of workmen's compensation Act 1923 or other applicable provisions of workmen's Compensation Act any other Act, the Owner is obliged to pay compensation to a workmen employed by contractor in execution of the works, the Owner will recover from the contractor the amount of compensation so paid and without prejudice to the rights of Owner under Section 12 sub-section (2) of the said Act. Owner shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the contractor whether under the contract or otherwise. The Owner shall not be bound to contest any clime made under Section

12, sub-section (I) of the said Act except on the written request of contractor and upon his giving to the Owner full security for all costs for which the Owner might become liable on consequence of contesting such claims.

iii) Employment Liability:

- a) The contractor shall be solely and exclusively responsible for engaging or employing persons for the execution of work. All employees engaged by the contractor shall be on his/ their payroll and paid by him/ them. All disputes or differences between the contractor and his/ their employees shall be settled by him/ them. Owner has absolutely no liability whatsoever concerning the employees of the contractor. The contractor shall indemnify owner against all loss or damage or liability arising out of or in the course of his/ their employees. The contractor shall make regular and full payment of wages without giving any complaint by any employee of the contractor or his sub-contractor regarding non-payment of wages/ salaries or other dues. Owner reserves the right to make such payments directly, to such employee or sub-contractor of the contractor and recover the amount in full from the bills of Contractor, and the contractor shall not claim any compensation or reimbursement thereof. The Contractor shall comply with the Minimum Wages Act applicable to the area with regard to payment of wages of his employees and also of employees of his sub-contractor.
- b) The Contractor shall advise in writing to all of his employees and the employees of his sub-contractor as follows:
It is fully understood that your appointment and/ or deployment is only in connection with the owner and it does not give you any right of claim for employment by owner.

92 (a) HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS:

In respect of all labour directly employed in the works for performance of the contractor's part this agreement, the contractor shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the Owner from time to time for the protection of health and sanitary arrangements for all workers.

(b) MEDICAL FITNESS CERTIFICATION :

Contractor shall follow guidelines for medical fitness certification of workers employed for working at height more than 30 metres using temporary structures.

93 SAFETY REGULATIONS:

- i) In respect of all labour, directly or indirectly employed In the work for the performance of contractor's part of this agreement, the contractor shall at his own expenses arrange for all safety provisions as per safety codes of C.P.W.D. Indian Standard Institution, the Electricity Act, The Mines Act and any such other acts as applicable.
- ii) The Contractor shall ensure that he, his sub-contractor and his, or their personnel or representatives shall comply with all Fire / Safety regulations issued from time to time by the Company or otherwise howsoever and should any injury resulting in death or not or loss / or damage due to Fire to any property or a portion thereof, occurred as a result of failure to comply with such regulations, the contractor shall be held responsible for the consequences thereof and shall keep the company harmless and indemnified.

94 ARBITRATION:

Any dispute or difference whatsoever arising out of or in connection with this Agreement including any question regarding its existence, validity, construction, interpretation, application, meaning, scope, operation or effect of this contract or termination thereof shall be referred to and finally resolved through arbitration as per the procedure mentioned herein below :

- (a) The dispute or difference shall, in any event, be referred only to a Sole Arbitrator
- (b) The appointment and arbitration proceedings shall be conducted in accordance with SCOPE forum of Arbitration Rules for the time being in force or as amended from time to time
- (c) The Seat of arbitration shall be at _____(Region/HQ from where the tender has been floated)
- (d) The proceedings shall be conducted in English language
- (e) The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the Sole Arbitrator.

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between the Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments*), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM no.4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

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

95 JURISDICTION:

The contractor shall be governed by the Laws in force in INDIA. The contractor hereby submits to the jurisdiction of the Courts situated at Mumbai/(Ernakulam-in the case of Kochi Refinery), for the purpose of actions and proceedings arising out of the contract and the courts at Mumbai/(Ernakulam-in the case of Kochi Refinery), only will have jurisdiction to hear and decide such actions and proceedings.

96 ORDER OF PRECEDENCE FOR WORKS / SERVICES CONTRACTS:

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

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

97 LIMITATION OF LIABILITY

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

(a) In the event of breach of any Applicable Law;

(b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross negligence of the Contractor or any person acting on behalf of the Contractor; or

(c) In the event of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances; or

(d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or

(e) For any damage to any third party, including death or injury of any third party caused by the Contractor or any person or firm acting on behalf of the Contractor in executing the Works. Neither Party shall be liable to the other Party for any kind of indirect or consequential loss or damage like, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

98 POLICE VERIFICATION OF CONTRACT STAFF AND TRANSPORT CREW AT LOCATION:

The Contract staff should submit the following documents for enabling them to enter the location:

- i) Police verification certificate issued by the police (PVC)
- ii) Photocopy of Aadhaar Card (Original to be cross checked)
- iii) Assurance certificate from the Vendor / Contractor /transporter

99 NUISANCE:

The contractor shall not at any time do, cause or permit any nuisance on site or do anything which shall cause unnecessary disturbance or inconvenience to Corporation, tenants or occupiers of other properties near the site and to the general public.

100 BUILDING AND OTHER CONSTRUCTION WORKERS CESS:

- i) Bidders to note that under Building and other Construction Workers Welfare Act (Re&CS) Act 1996, Cess is applicable to contracts executed outside Factory Area (e.g. construction of new industrial installation, office & residential buildings etc.) as per the provisions applicable under 'The Building and Other Construction Workers Welfare Cess Act 1996'.
- ii) The contractor must be registered with the concerned authorities under the Building and other Construction Workers' (RE&CS) Act, 1996 or in case of non-registration; the contractor should obtain registration within one month of the award of contract.

- iii) The contractor shall be responsible to comply with all provisions of the Building and Other Construction Workers" (RE&CS) Act, 1996, the Building and other Construction Workers" Welfare Cess Act, 1996, the Building and other Construction Workers" (RE&CS) Rules, 1998 and the Building and other Construction Workers Welfare Cess Rules, 1998.
- iv) Cess, as per the prevailing rate (presently 1%), shall be deducted at source from bills of the contactors by the Engineer-in-Charge and remitted to the "Secretary, Building and other Construction Workers Welfare Board" of the concerned State.
- v) The contractor shall be responsible to submit final assessment return of the Cess amount to the assessing officer after adjusting the Cess deducted at source.

SECTION - IX

MEMORANDUM OF AGREEMENT

An agreement made this _____ day _____ of _____ 20 between BHARAT PETROLEUM CORPORATION LIMITED a Company Incorporated in India and having its registered office at Ballard Estate, Mumbai, (herein after referred to as 'the Company' which expression shall include its heirs, legal representatives, successors and permitted assignees) of the one part, and

(herein after referred to as "The Contractor" which expression shall include its heirs, legal representatives, successors and permitted assignees) of the other part, whereby it is agreed:-

1. The Contractor shall carry out and complete the work as mentioned in the Purchase order/Contract No. dated _____, (hereinafter referred to as "the work") for the Company at its specified site to its complete satisfaction in accordance with the specifications, schedule of rates and plans attached as per Purchase order/Contract and with the instructions given from time to time, by the Company's authorized engineer under whose supervision the work shall be-executed. The parties hereto agree that this agreement shall be effective from the date of the aforesaid Purchase Order/Contract.
2. Inspection of site: The Contractor has been given an opportunity before or at the time of the entrusting of the work to him of making an inspection of the site to set at rest any doubt he may have had about the difficulties attending his offer, and any difficulties which may be met with by him in the course of the execution of the work shall neither relieve him from fulfilling the terms of this Agreement, nor entitled him to claim extra payment or an extension of the period stipulated for the completion of the work, except where it will be agreed by the Company's authorized Engineer that such difficulties could not have been foreseen.
3. Supply of Labour and Materials: The Contractor shall furnish all labour, materials, equipment or tools necessary for the construction of the work, except such materials, equipment or tools as will be supplied by the Company and are detailed in Purchase order/Contract. The contractor will assume full responsibility for the protection and safety of the work during its construction. The details and dimensions shown on the said plans referred to in the Purchase order/Contract shall be strictly adhered to by the contractor and no alterations shall be made therein unless previous sanction thereto has been given in writing by the Company.
 - (a) The Contractor shall prepare detailed and shop drawings and any other data required.
 - (b) All materials supplied by the Contractor shall be of the best quality. The Contractor shall at his own cost arrange for and/or carry out any test of materials, which the Company's authorized Engineer may require.
 - (c) The Contractor shall at the request of the Company's authorized Engineer immediately dismiss from the work any person employed thereon who, in the opinion of the Company's authorized Engineer, is unsuitable or incompetent or who, has been guilty of misconduct, and such person shall not again be employed or allowed on the works without the permission of the Company, in writing.
4. E. & O. E. No advantage is to be taken either by the Company or the Contractor of any clerical error or mistake, which may occur in the specification, schedule of rates, plans, tender or any other papers supplied to or by the contractor in connection with the work.
5. Damage on account of Incomplete work: The Contractor shall commence the work and shall complete the work as mentioned in Purchase order/Contract failing which the Contractor shall pay or allow to the Company to recover as liquidated damages, at the rate of minimum 0.5% per week of delay or part there of up to a maximum of 5% of the total contract value, if Liquidated damages clause is made applicable in the contract. Such damages may be deducted by the Company from any amount due to the contractor; otherwise they shall be recoverable by lawful means.
6. a) Determination of the Agreement: The company shall, at any time, be entitled to determine and terminate the contract, if in the opinion of the company, the cessation of the work becomes necessary owing to paucity of funds or for any other cause whatsoever. On such determination / termination, the cost of approved materials,

brought by the contractor and lying at the site, at current market rates as verified and approved by company's engineer and of the value of the work done to date by the contractor shall be paid for in full at the rate specified in the contract. A notice in writing from the company to the contractor of such determination and termination and reasons therefore shall be the conclusive proof of the fact that the contract has been so determined and terminated by the company.

Should the contract be determined as above and the contractor claims payment to compensate expenditure incurred by him in the expectation of completing the work, the company shall consider and admit such claim as are deemed fair and reasonable and are supported by the vouchers to satisfaction of the engineer-in-charge. The company's decision on the necessity and propriety of such expenditure shall be final and conclusive and binding on the contractor.

The contractor shall not be entitled to get any possible loss of profit that he could have earned had the contract been not determined / terminated under the above clauses of this article.

b) Termination/Offloading: The contractor fully understands that timely completion of the work as per the schedule is of paramount necessity as otherwise it would lead to adversely affecting the schedules of other works/project with resultant financial and other losses to the Company. In view of this, the contractor unconditionally agrees and binds himself to be liable for all the consequences for non-completion of the work within the stipulated time.

In case a situation is brought about by the contractor warranting termination/off-loading of the whole or any part of the work for any reason whatsoever, the Company shall have the liberty and right to entrust/engage/award the work so terminated off loaded at the risk and cost of the contractor to any other agency/contractor by adopting any mode of inviting tenders, i.e. open/limited/single party/negotiation basis etc. in order to ensure completion of the work as per the schedule or at the quickest possible time.

7. Defective Work / Materials: If the work done by the Contractor or any part there of 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 defectives work and rebuild or replace the same without delay and in a manner satisfactory to the Company, the Company shall be entitled to employ another Contractor or its own workman to carry out the removal and rebuilding or replacing at the risk and cost of the contractor.
8. Substitution of Contractor : If the Company finds it necessary to employ a person or persons for the purposes provided in clauses 6 (b) and 7 above, then the Company may deduct and retain from out of the sums due to the contractor all such amounts as they may require to pay or to reimburse themselves there from in respect of the costs and expenses which they have incurred in completing the work and or in removing defective work and rebuilding or replacing the same in a manner satisfactory to the Company and if such amounts be more than the sums due or thereafter becoming due to the Contractor, than the balance, shall be a debt recoverable from the Contractor by the Company. The Contractor shall not in any manner do or cause to be done any act, matter or things whatsoever to prevent the person or persons so employed by the Company from removing defective work and re-building or replacing the same in a manner satisfactory to the Company and/or from, completing the work in the manner aforesaid.
9. Removal of Material: On the Determination of the Agreement as referred to in Clause 6, the Contractor shall at his own risk and cost remove from site within Seven days all his materials, equipment and tools. It is agreed that in case of such determination the company shall be entitled to purchase from the Contractor such materials as will be approved by the Authorized Engineer of the Company at the prices then current. If the Contractor does not remove the other materials, equipment and tools which he has been asked to remove within the time prescribed as aforesaid, the Company may remove and sell the same holding the proceeds less the cost of storage, removal and sale to the credit of the Contractor. Should Company incur any loss in respect of the sale, it shall be entitled to recover same from the Contractor.
10. Inspection of work: Inspection will be made periodically during the progress of the work by the authorized Engineer of the Company and all work performed must be of acceptable quality of which the said Engineer-in-Charge will be the sole judge.
11. Supervision: The Contractor shall during the whole time the work is in progress, employ one or more competent and technical English speaking Supervisors acceptable to the Company's authorized Engineer, one of whom at least shall be in constant attendance at the site while persons are at work there. Any directions, explanations, instructions, or notices in connection with the work given by the Company's authorized Engineer to these Supervisors shall be deemed to have been given to the Contractor.

12. **Payment:** The Company, in consideration of the contractor carrying out and completing the said work at the Company's said site, to the satisfaction of the Company, shall pay the contractor as per the said schedule of Rates, subject to deductions, retentions and abatements, if any to be made therefrom in accordance with the provisions of this Agreement. During the progress of the work and provided the work is progressing according to the time-table laid down to the contractor, the contractor shall be entitled once a month to receive advance payment on the above mentioned sum proportionate to such part of the work as shall have been executed during the preceding month but only after such part of the work as has been executed has been inspected and approved by the Company's authorized Engineer. From such interim payments each time 10% will be withheld as Security deposit and this 10% will be paid to the Contractor after the defect liability period, provided that any defects appearing during that period are corrected by him. OR
- 100% payment will be made on the basis of actual executed quantities after satisfactory completion and due certification by BPCL Engineer-in-charge. In lieu of 10% Retention money towards Security deposit, contractor shall submit bank guarantee 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 item, allowance for which will be made at the Contractor's agreed rates.
15. **Subletting Agreement:** The Contractor shall not sublet or assign the work or any part thereof to another party without the written consent of the company and no such subletting or assignment shall relieve the contractor from the full and entire responsibility of his obligation under this Agreement.
16. **Cancellation:** The Company shall at any and all times during the period stipulated for the work, has the right forthwith to cancel this agreement by giving written notice thereof to the Contractor and in such case the Contractor shall be paid for such part of the work as has been executed by him up to the date of cancellation, on the basis of schedule of rates as per Purchase order/Contract and shall be reimbursed by the Company for the cost and expenses incurred by him but which would now be wasted as a direct consequence of the cancellation of the Agreement.
17. **Workmen's Compensation Liability:** The Contractor shall hold the Company harmless and indemnified from and against all claims, costs and charges for which the Company shall be liable under the Workmen's Compensation Act, 1923 and any amendments thereof and the expenses to which it shall be put thereunder, both in respect of personal injuries (within the meaning of the said Act) to the employees and servants of the Contractor or Sub-Contractors, (if any), arising out of, or occasioned during the currency of this agreement through the acts or omissions, whether due to negligence or not of the Contractor, Sub-Contractor and/or Company and/or their respective servants and employees and also in respect of the personal injuries (within the meaning of the said Act) to the servants and employees of the Company arising out of, or occasioned through the acts and omissions whether due to negligence or not of the Contractor, Sub-Contractor and or their servants and employees in carrying out any of the provisions of this Agreement. This indemnity shall be in addition to and not in lieu of any indemnity to which the Company shall be entitled in law. The Contractor shall at his own expense effect and

maintain, until the completion of the work, with an approved office a Policy of Insurance in the joint names of the Company and the Contractor, against such risks and deposit such Policy or policies with the Company from time to time during the currency of this Agreement. The Contractor shall be responsible for anything not included in the Insurance Policies above referred to and also for all other damage to person or property arising out of or incidental to the negligent or defective carrying out of this agreement and shall keep the Company harmless and indemnified. He shall also indemnify the Company in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages arising therefrom. The Company shall be entitled to deduct the amount of any damages compensation costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sum or sums due or thereafter becoming due to the Contractor.

18. **Safety Regulation:** The Contractor shall ensure that he/his Sub-Contractor and his, or their personnel or representatives shall comply with all safety regulations issued from time to time by the Company or otherwise howsoever and should any injury resulting in death or not or damage to any property occur as result of failure to comply with such regulations the Contractor shall be held responsible for the consequences thereof, shall keep the Company harmless and indemnified.

19. **ARBITRATION:** Any dispute or difference whatsoever arising out of or in connection with this Agreement including any question regarding its existence, validity, construction, interpretation, application, meaning, scope, operation or effect of this contract or termination thereof shall be referred to and finally resolved through arbitration as per the procedure mentioned herein below :

- (a) The dispute or difference shall, in any event, be referred only to a Sole Arbitrator
- (b) The appointment and arbitration proceedings shall be conducted in accordance with SCOPE forum of Arbitration Rules for the time being in force or as amended from time to time
- (c) The Seat of arbitration shall be at _____ (Region/HQ from where the tender has been floated)
- (d) The proceedings shall be conducted in English language
- (e) The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the Sole Arbitrator.

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between the Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments*), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM no.4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018. (* The exclusion would also include disputes concerning GST, State level Sales Tax / VAT etc; though not mentioned explicitly)

20. **Jurisdiction:**

The contractor shall be governed by the Laws in force in INDIA. The contractor hereby submits to the jurisdiction of the Courts situated at Mumbai/(Ernakulam-in the case of Kochi Refinery), for the purpose of actions and proceedings arising out of the contract and the courts at Mumbai/(Ernakulam-in the case of Kochi Refinery), only will have jurisdiction to hear and decide such actions and proceedings.

21. **Minimum Wages:**

The Contractor, his executors and administrators (and in the case of a Limited Company, its successors and assigns) shall hold the Company harmless and indemnified from and against all claims, costs and charges, for which the Company shall be liable under the Minimum Wages Act, 1948, the Contract Labour (Regulation and Abolition) Act, 1970 and any amendments or modifications thereof, and all expenses it shall be put thereunder through the acts or omissions whether willful or not on the part of the Contractor. This indemnity shall be in addition to and not in lieu of, any indemnity to which the Company shall be entitled in law.

22. **Employees State Insurance:** This Contractor hereby admits that he is fully aware of his responsibilities under the Employees State Insurance Act, 1948, as an immediate employer of the employees engaged by him for the execution of this contract which he agrees to discharge. The Contractor acknowledge the statutory right of the company (as a Principle Employer) to recover the amount of the contributions, paid by it in the first instance in

respect of the employees employed by or through him (the Contractor), as well as the employee’s contribution, if any, either by deduction from any amount payable to him by the Company under any contract or as debt payable by him to the Company.

In witness where of the said contracting parties have set their hands.

Witness _____
For Bharat Petroleum Corporation Ltd.

For Bharat Petroleum Corporation Ltd.

Witness _____
Contractor’s witness - Signature
Name & Address:-

Contractor’s Signature
Name & Address:-

PROFORMA OF BANK GUARANTEE

(On non-judicial paper of appropriate value)

FOR EARNEST MONEY / SECURITY DEPOSIT TOWARDS PERFORMANCE

To

Bharat Petroleum Corporation Ltd.

Dear Sirs,

M/s. _____ have taken tender for the work _____ CRFQ No/PO
No _____

_____ for Bharat Petroleum Corporation Ltd.

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

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

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

Yours faithfully

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

TAX RESIDENCY CERTIFICATE

TRC obtained by the Non-resident from Government of foreign country shall contain the following particulars:

- i. Name of the assessee
- ii. Status (individual, company, firm, etc.) of the assessee
- iii. Nationality (in case of individual)
- iv. Country or specified territory of incorporation or registration (in case of others)
- v. Assessee's tax identification number in the country or specified territory of residence or in case of no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory
- vi. Residential status for the purpose of Tax
- vii. Period for which the certificate is applicable
- viii. Address of the applicant for the period for which the certificate is applicable

FORM NO. 10 F**[See sub-rule (1) of rule 21AB of the Income-tax Act, 1961]****Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Income-tax Act, 1961**

1. I _____*son/daughter of Shri _____ in the capacity of _____(designation)do provide the following information, relevant to the previous year _____,*in my case/in the case of _____ for the purposes of sub-section (5) of *section 90/section 90A:-

Sl. No.	Nature of information	Details #
(i)	Status (individual, company, firm etc.) of the assessee	:
(ii)	Permanent Account Number (PAN) of the assessee if allotted :	:
(iii)	Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)	:
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident	:
(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4)of section 90A is applicable	:
(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable	:

2. I have obtained a certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A from the Government of _____(name of country or specified territory outside India).

Signature: _____

Name: _____

Address: _____

Permanent Account Number : _____

Verification

I _____do hereby declare that to the best of my knowledge and belief what is stated above is correct, complete and is truly stated.

Verified today the _____ day of _____

Signature of the person providing the information

Place: _____

Notes:

1. * Delete whichever is not applicable.

2. #Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A."

BHARAT PETROLEUM CORPORATION LTD

ACKNOWLEDGEMENT

We, M/s. _____ having office at _____ received the copy of GENERAL CONDITIONS OF CONTRACT and confirm our acceptance to all the terms and conditions as mentioned herein in this General Conditions of Contract and we are hereby returning this copy of Acknowledgement duly signed.

For & on behalf of M/s. _____

Signature :

Name : _____

Designation : _____

(Seal / Stamp)

Place :

Date :

Annexure-VI
Integrity Pact (IP)



BHARAT PETROLEUM CORPORATION LIMITED

INTEGRITY PACT

Between

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

And

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

Preamble

The Principal intends to award, under laid down organization procedures, contract/s **"RENOVATION OF FIRST FLOOR AT BPCL SOUTHERN REGIONAL OFFICE, ANNANAGAR, CHENNAI"**, CRFQ No: **1000387844**, e-tender no **3048**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s), Contractor(s) and Supplier(s).

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

Section 1 - Commitments of the Principal:

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/ herself or third person, any material or immaterial benefit which he/ she is not legally entitled to.
 - b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/ additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/ Contractor/ Supplier:

- (1) The Bidder/ Contractor/ Supplier commit itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - (a) The Bidder/ Contractor/ Supplier will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third

person, any material or immaterial benefit which he/ she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- (b) The Bidder/ Contractor/Supplier will not enter with other Bidders into any undisclosed agreement or
 - (c) Understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (d) The Bidder/ Contractor/ Supplier will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder/ Contractor/ Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (e) The Bidder/ Contractor/ Supplier shall make sure that the terms of this Integrity Pact are also adopted by its sub-contractors, sub-sub-contractors etc., if any and submit such adoption confirmation proof to the Principal.
- (2) The Bidder/ Contractor/ Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts:

If the Bidder, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

- (1) If the Bidder/ Contractor/ Supplier have committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder/ Contractor/ Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (1) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.
- (2) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (3) If the Bidder/ Contractor/ Supplier can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 - Compensation for Damages:

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor/ Supplier liquidated damages equivalent to Security Deposit/ Performance Bank Guarantee.
- (3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/ Contractor/Supplier can prove and establish that the exclusion of the Bidder from the tender process or the

termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/ Contractor/ Supplier shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous Transgression:

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

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

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

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

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

Section-8 Independent External Monitors:

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

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

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- (3) The Bidder/Contractor/Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/Contractor/Supplier. The Bidder/Contractor/Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/Supplier/ Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/Supplier. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from

the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/Contractor/Supplier to present its case before making its recommendations to the Principal.

- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (8) The word 'Monitor' would include both singular and plural.

Section-9 Pact Duration:

This Pact begins when both parties have legally signed it. It expires for the Contractor/ Supplier 12-months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Chairperson of the Principal.

Section-10 Other Provisions:

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai. The Arbitration clause provided in the main tender document/ contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Bidder/Contractor/Supplier is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) The Bidder / Supplier / Contractor entering into Integrity Pact, aggrieved by any decision / action of the Principal, shall approach the IEM(s) and await their decision before pursuing any other remedy available to him in law.

amit k
Digitally signed
by amit k
Date: 2022.06.11
23:02:20 +05'30'

.....
For the Principal

.....
for the Bidder/ Contractor/ Supplier

Place

Witness-1:
(Signature/ Name/ Address)

Date

Witness-2:
(Signature/ Name/ Address)

INDEPENDENT EXTERNAL MONITORS (IEM) DETAILS:

NAME, ADDRESS AND CONTACT NUMBER OF INDEPENDENT EXTERNAL MONITOR (IEM)			
Name of IEM	Shri. Jagadip Narayan Singh (IAS- Retd)	Shri. Anupam Kulshreshtha	Shri. Ramabhadran Ramanujam
IEM Address	C- 54, Bharatendu Harischandra Marg, Anand Vihar, New Delhi- 110092	B-3/3, Yarrows Apartments, Plot C-58/5, Sector-62, Noida, UP - 201 309	44/24, 3rd trust Cross Street, Mandavelipakkam, Chennai 600028.
IEM E-Mail ID	jagadipsingh@yahoo.com	Anupam8@gmail.com	raamaanuj@gmail.com
IEM Mobile	+91 9978405930	+91 99682 81160	+91 9495511954

Annexure-VII

Drawings

Annexure-VII

Drawings

TENTATIVE RENDERED VIEWS

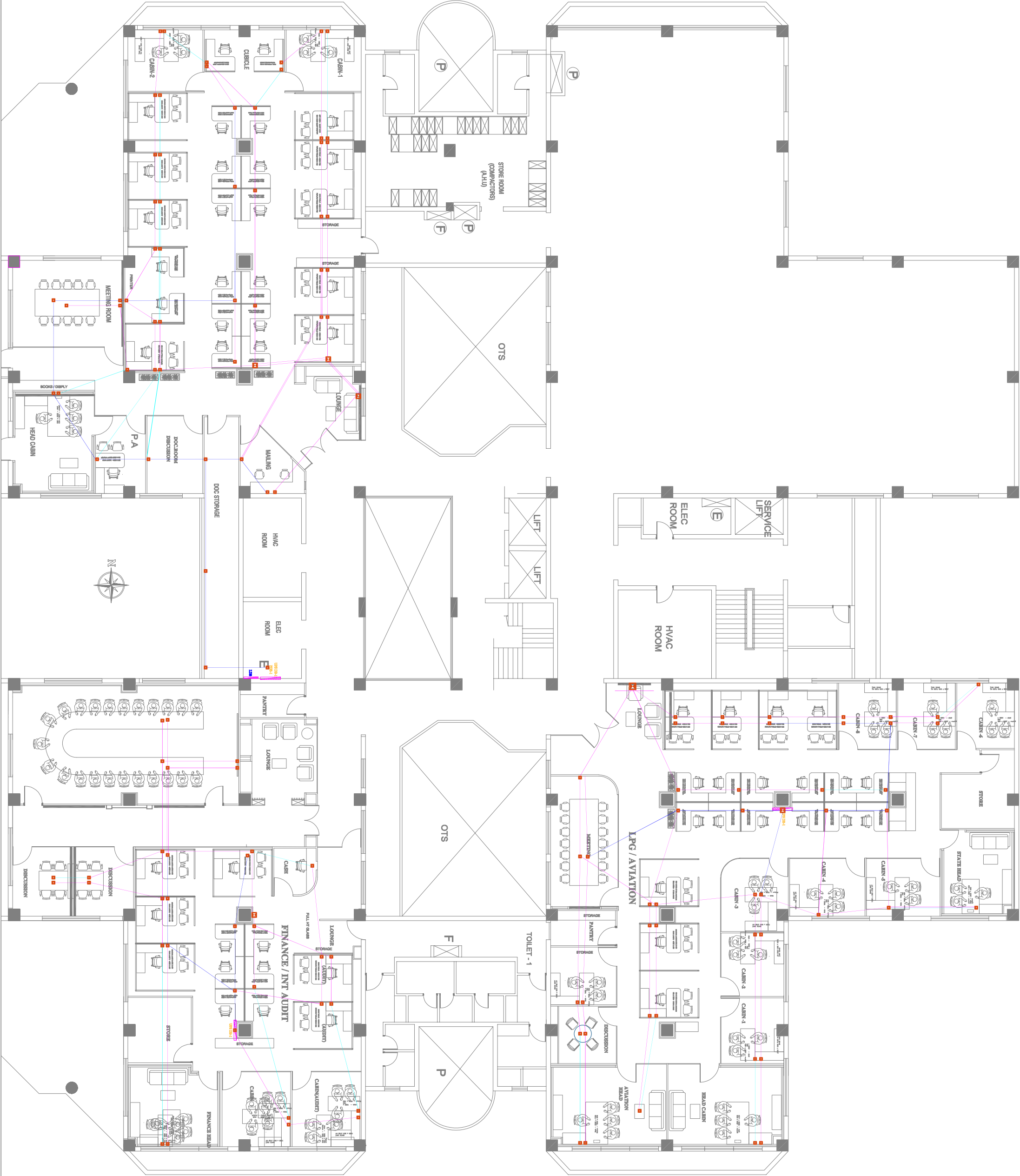








**These are only for reference. The actual will be based on the selections after award of job.*

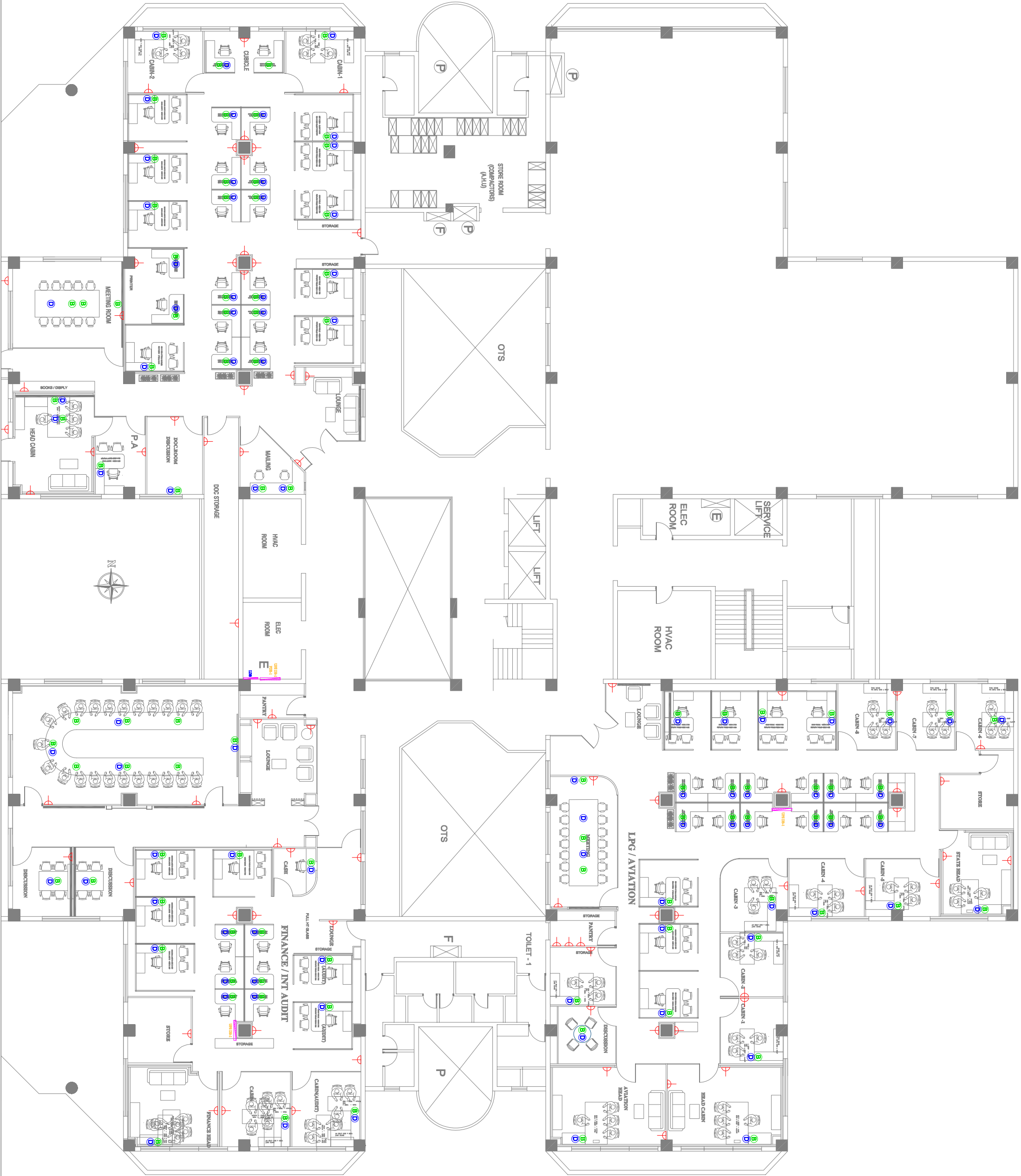


RACEWAYS			
100X45 NAN POWER RACEWAY			125
100X45 NAN DATA RACEWAY			205
32MM GI POWER CONDUIT AT FLOOR			200
32MM GI DATA CONDUIT AT FLOOR			125
150X150X50MM JUNCTION BOX			136
250X250X50MM JUNCTION BOX			5
350X50X50MM JUNCTION BOX			1

PURPOSE:				
FOR TENDER				
REV	DATE	DESCRIPTION	DRAWN	CHKD
CLIENT:				
BPCL @ CHENNAI				
PROJECT:				
PROPOSED INTERIOR FOR FIRST FLOOR, WING-A,B,C BPCL				
ARCHITECT:			SEAL SIGNATURE	
P.M.C:			SEAL SIGNATURE	
DRAWING NO:			SEAL SIGNATURE	
DRAWING TITLE:				
RACEWAYS LAYOUT				
DRAWING NO:				
FLOOR	SCALE	DATE	REV	SHEET

SOCKET LEGEND		
	2 NOS OF I/A UPS SOCKET WITH 1 NO I/A SWITCH.	95
	2 NOS OF I/A RP SOCKET WITH 1 NO I/A SWITCH.	87
	DATA SOCKET	72
	1 NO I/A BAY POWER SOCKET WITH I/A SWITCH.	

PURPOSE: FOR TENDER									
REV	DATE	DESCRIPTION	DRAWN	CHD	APP				
CLIENT: BPCL @ CHENNAI									
PROJECT: PROPOSED INTERIOR FOR FIRST FLOOR, WING-AB,C BPCL									
ARCHITECT:			SEAL/SIGNATURE						
PMC:			SEAL/SIGNATURE						
			SEAL/SIGNATURE						
DRAWING TITLE: SOCKET LAYOUT									
DRAWING NO:									
FLOOR	SCALE	DATE	REV	SHEET					





LIGHTING LEGEND	
	2X2 - LED LIGHT FIXTURE
	LED DOWN LIGHT RECESS
	LED DOWN LIGHT SUSPENDED
	LED LIGHT
	TAIL. LIGHT
	DECORATIVE LIGHT
	LINEAR LIGHT FITTINGS

PURPOSE:					
FOR TENDER					
REV	DATE	DESCRIPTION	DRAWN	CHD	APP
CLIENT:					
BPCL @ CHENNAI					
PROJECT:					
PROPOSED INTERIOR FOR FIRST FLOOR, WING-A,B,C BPCL					
ARCHITECT:		SIGNATURE			
PMC:		SIGNATURE			
MEP CONSULTANTS:		SIGNATURE			
DRAWING TITLE:		SOCKET LAYOUT			
DRAWING NO:					
FLOOR	SCALE	DATE	REV	SHEET	

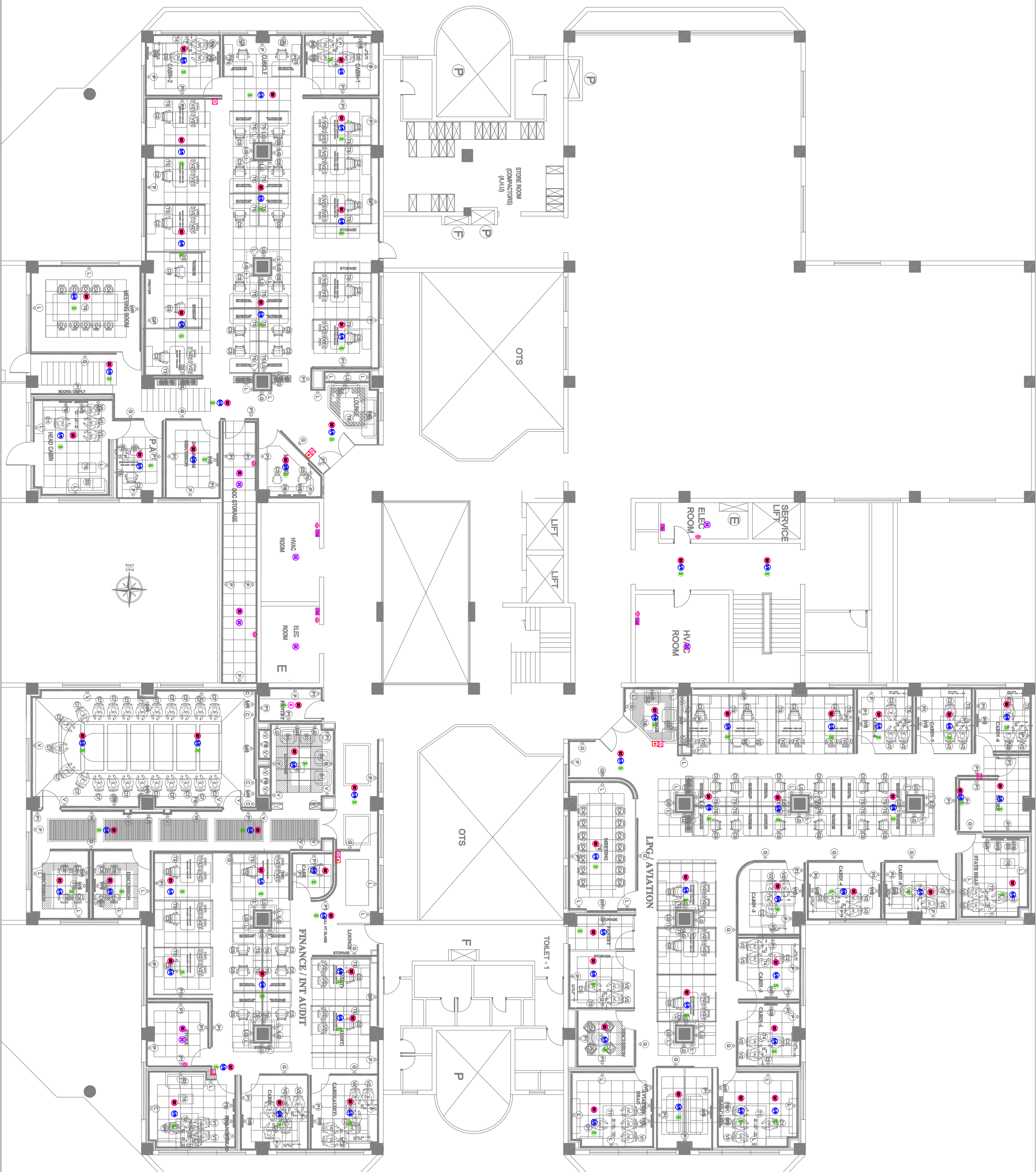


LEGEND: FE AND SIGNAGE	
SYMBOL	DESCRIPTION
	ABC TYPE FIRE EXTINGUISHER
	CO2 TYPE FIRE EXTINGUISHER
	CEILING MOUNT EXTINGUISHER
	EMERGENCY EXIT SIGNAGE
	MANUAL CALL POINT SIGNAGE
	EXTINGUISHER SIGNAGE
	FIRE EXIT SIGNAGE
	EVACUATION MAP

PURPOSE:				
FOR TENDER				
REV	DATE	DESCRIPTION	DRAWN	CHD
CLIENT:				
BPCL @ CHENNAI				
PROJECT:				
PROPOSED INTERIOR FOR FIRST FLOOR, WING-A,B,C BPCL				
PM/C:			SEAL/SIGNATURE	
DRAWING TITLE:			SEAL/SIGNATURE	
DRAWING NO:			SEAL/SIGNATURE	
FLOOR	SCALE	DATE	REV	SHEET

LEGEND: FIRE ALARM SYSTEM SYMBOL	
SYMBOL	DESCRIPTION
	SMOKE DETECTOR(S) (ABOVE FALSE CEILING)
	SMOKE DETECTOR(S) (BELOW FALSE CEILING)
	MULTI SENSOR DETECTOR (ABOVE FALSE CEILING)
	MULTI SENSOR DETECTOR (BELOW FALSE CEILING)
	DUCT DETECTOR
	HEAT DETECTOR
	RESPONSE INDICATOR
	MANUAL CALL POINT
	HOOTER CMA STROBE
	CONTROL RELAY MODULES
	MONITOR MODULE
	CONTROL MODULE
	FIRE ALARM CONTROL PANEL

LEGEND: PUBLIC ADDRESS SYSTEM	
SYMBOL	DESCRIPTION
	CILING SPEAKER
	WALL MOUNT SPEAKER
	AMP/DRIVER
	KEYPAD WITH MIC
	SYSTEM CONTROLLER



PURPOSE:

FOR TENDER

REV

DATE

DESCRIPTION

DRAWN

CHECKED

APP

CLIENT:

BPCL @ CHENNAI

PROJECT:

PROPOSED INTERIOR FOR FIRST FLOOR,
WING-A,B,C,BPCL

ARCHITECT:

SCALE: 1/4" = 1'-0"

PMG:

SCALE: 1/4" = 1'-0"

DRAWING TITLE:

SCALE: 1/4" = 1'-0"

DRAWING TITLE:

FIRE ALARM AND PUBLIC ADDRESSING LAYOUT

DRAWING NO.:

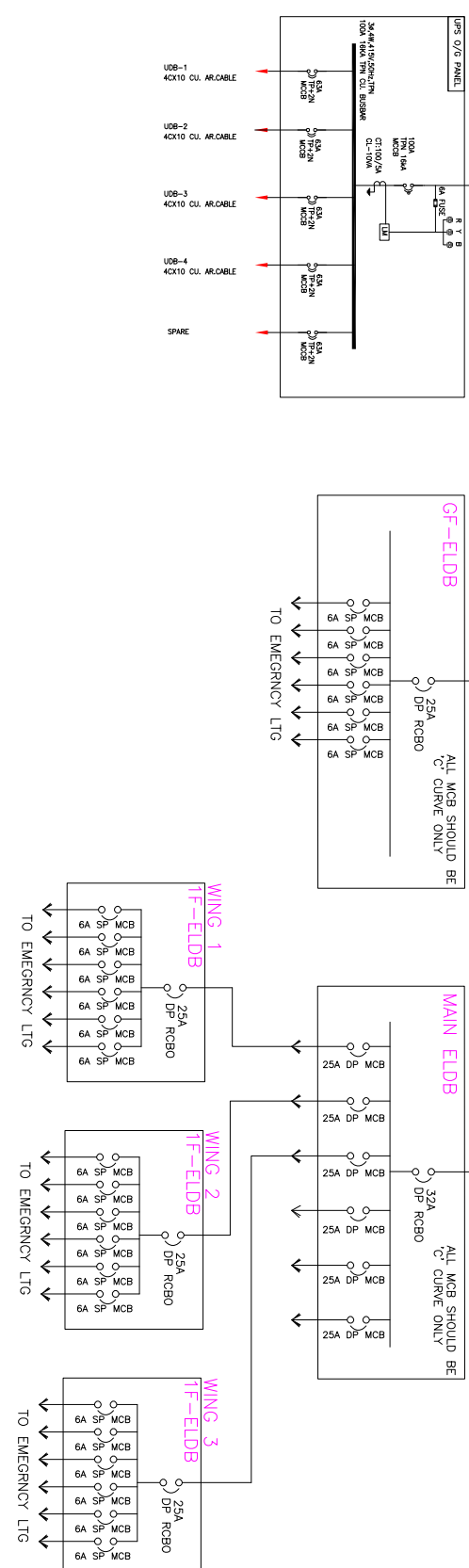
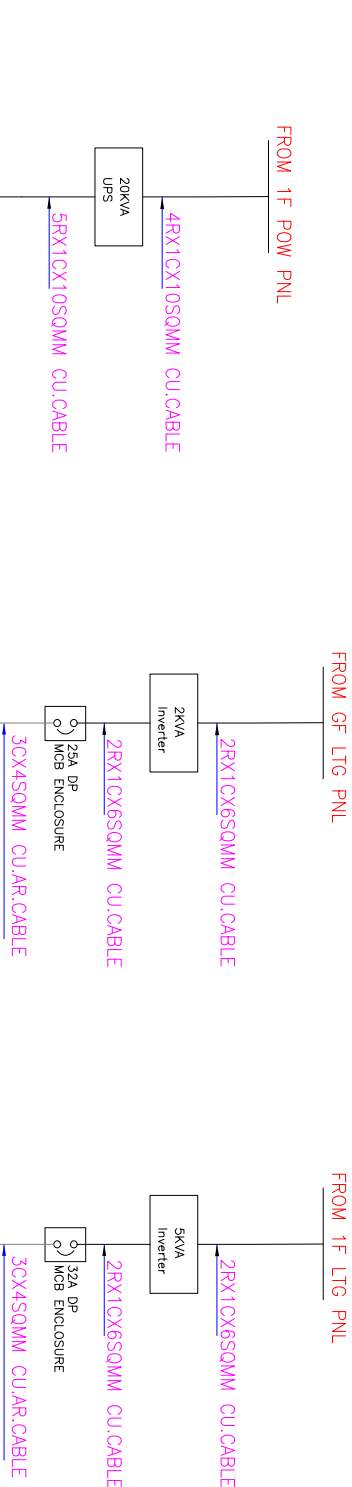
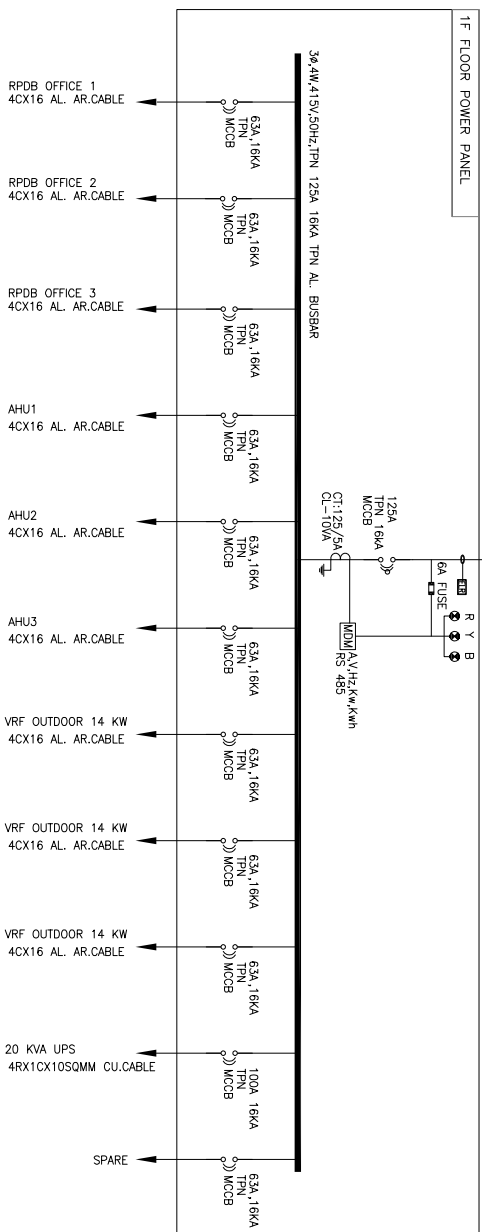
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SCALE

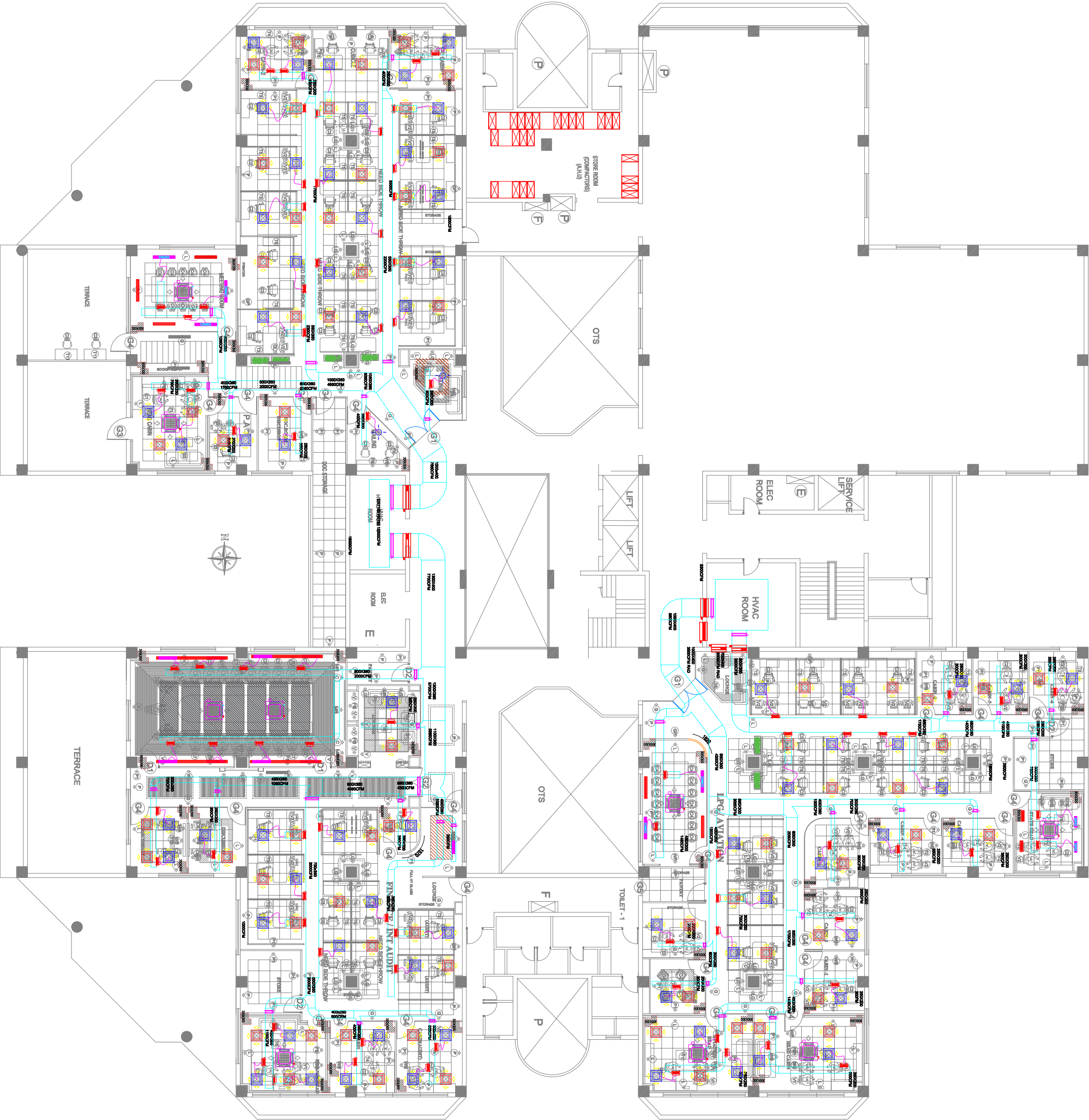
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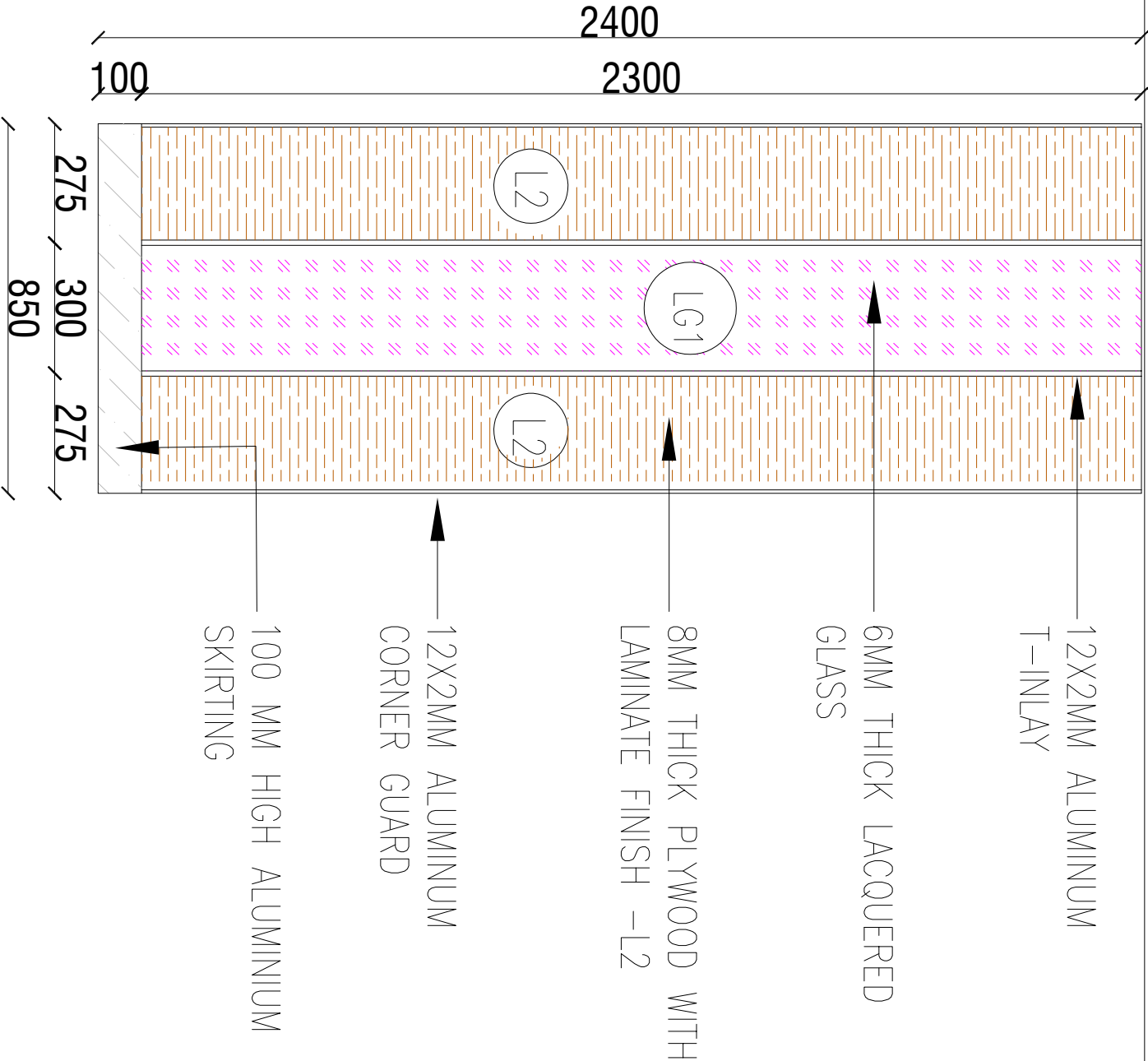


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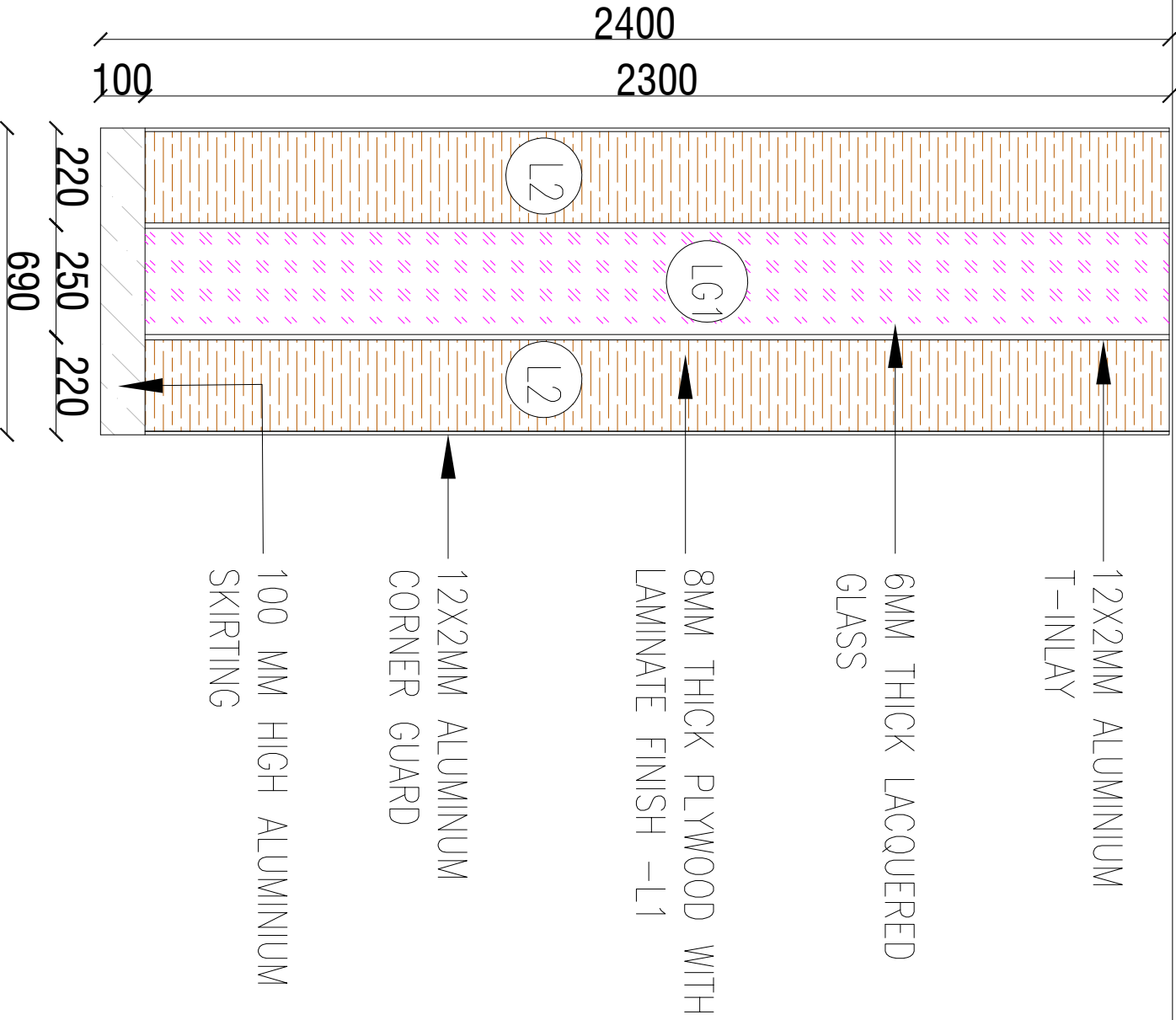


HVAC LEGENDS:	
	TWO-WAY CASSETTE
	FOUR-WAY CASSETTE
	CIRCULAR TYPE FAN
	H-WALL UNIT
	DX TYPE FLOOR MOUNTED AHU
	AIR TIGHT PARTITION
	Z-CROSS MAIN DUCT
	COPPER PIPE RETURN
	COPPER PIPE SUPPLY
	ELIPSOIDAL DUCT
	CABINET TYPE EXHAUST FAN
	FRESH AIR DUCT
	SUPPLY AIR DUCT
	RETURN AIR DUCT
	EXHAUST AIR DUCT
	MOTORIZED FIRE DAMPER
	VOLUME CONTROL DAMPER
	MOTORIZED VOLUME CONTROL DAMPER
	BACK DRAFT DAMPER
	ACOUSTIC INSULATION
	THERMAL INSULATION
	S-SLOT SUPPLY & RETURN AIR GRILL
	VARIABLE AIR VOLUME
	CHILLED WATER SUPPLY
	CHILLED WATER RETURN
	DRAIN WATER PIPE
	BOTTOMLY DAMPER
	STANDARD SUPPLY DIFFUSER
	STANDARD RETURN DIFFUSER
	GAS GATE GRILL SUPPLY & RETURN
	SUPPLY ROUND DIFFUSER
	RETURN ROUND DIFFUSER
	FIRE DAMPER
	SUPPLY AIR GRILL
	RETURN AIR GRILL
	SOUND ATTENUATOR
	FLEXIBLE DUCT
	CEILING SUSPENDED UNIT
	BALL VALVE
	BUTTERFLY VALVE
	NON RETURN VALVE
	DUAL PLATE TYPE
	MANUAL BALANCING VALVE
	MOTORIZED ON/OFF BUTTERFLY VALVE
	GATE VALVE
	Y-STRAINER

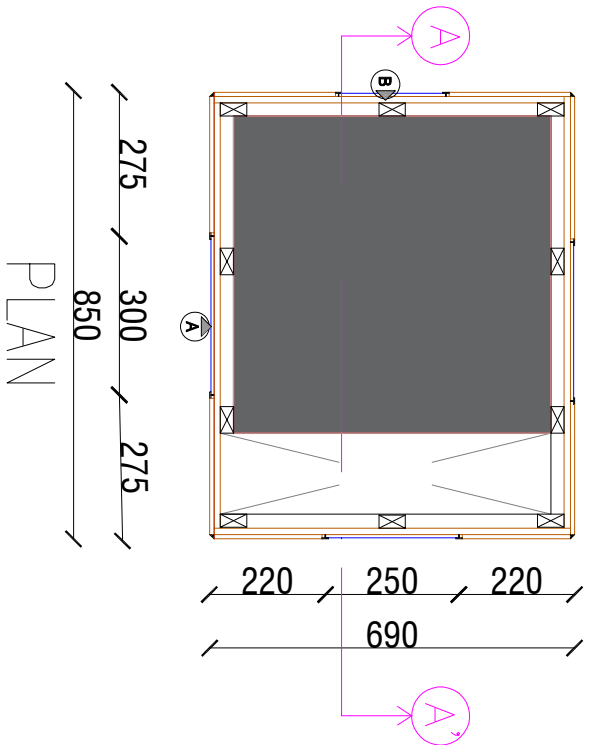
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FOR TENDER					
REV	DATE	DESCRIPTION	DRAWN	CHD	APP
CLIENT:					
BPCL @ CHENNAI					
PROJECT:					
PROPOSED INTERIOR FOR FIRST FLOOR, WING-A,B,C BPCL					
SEAL SIGNATURE			SEAL SIGNATURE		
PMC:			SEAL SIGNATURE		
MEP CONSULTANTS:			SEAL SIGNATURE		
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HVAC DRAWING LAYOUT					
DRAWING NO:					
FLOOR	SCALE	DATE	REV	SHEET	



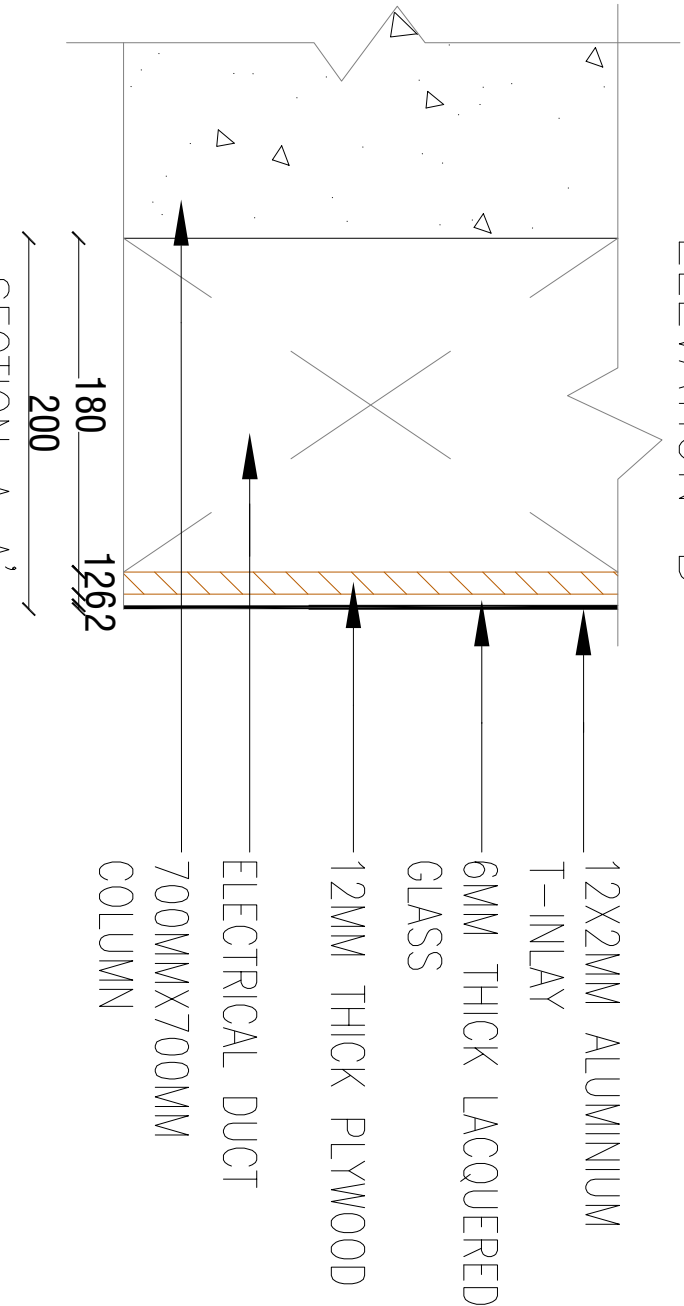
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ELEVATION-B

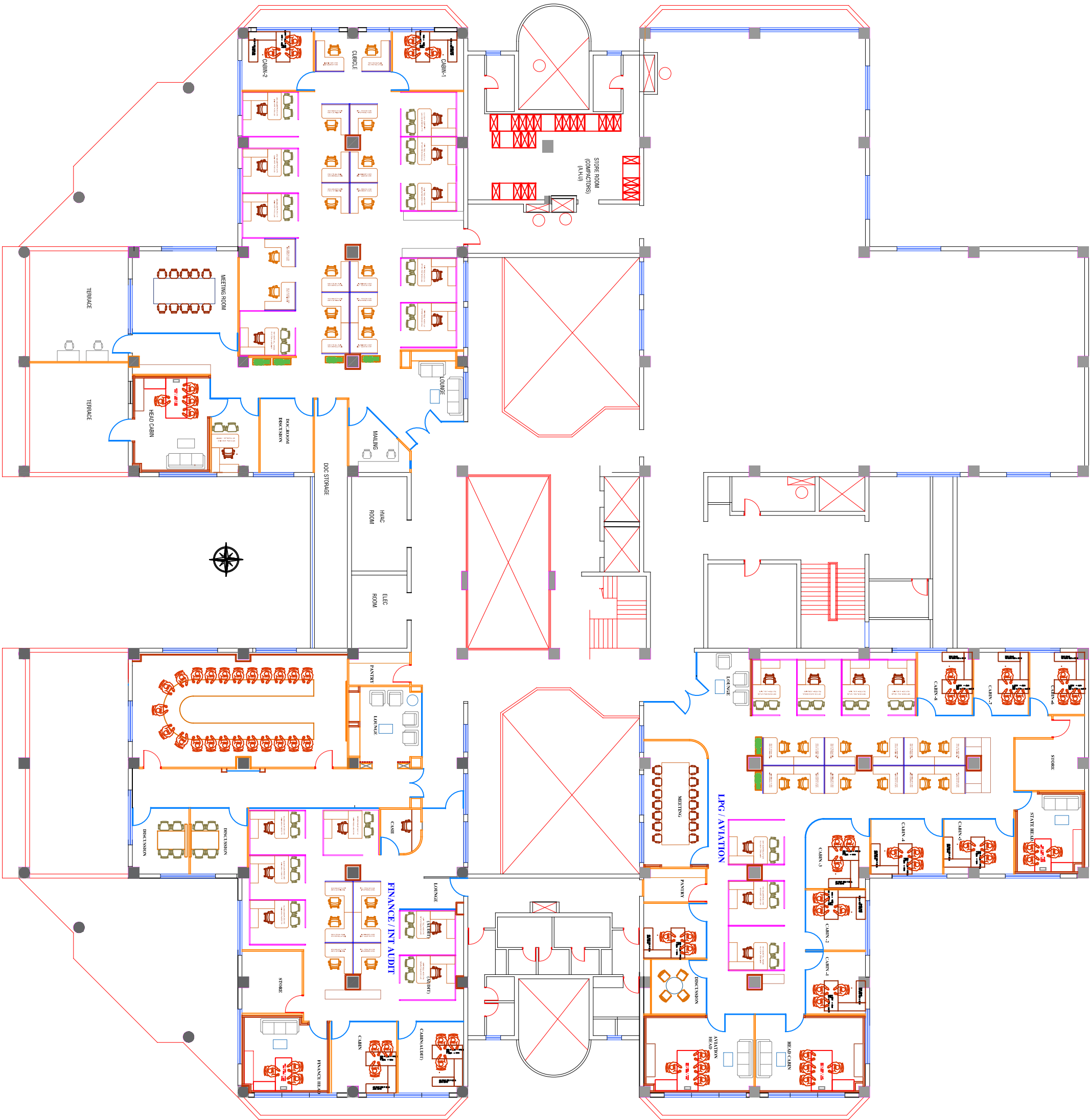


PLAN

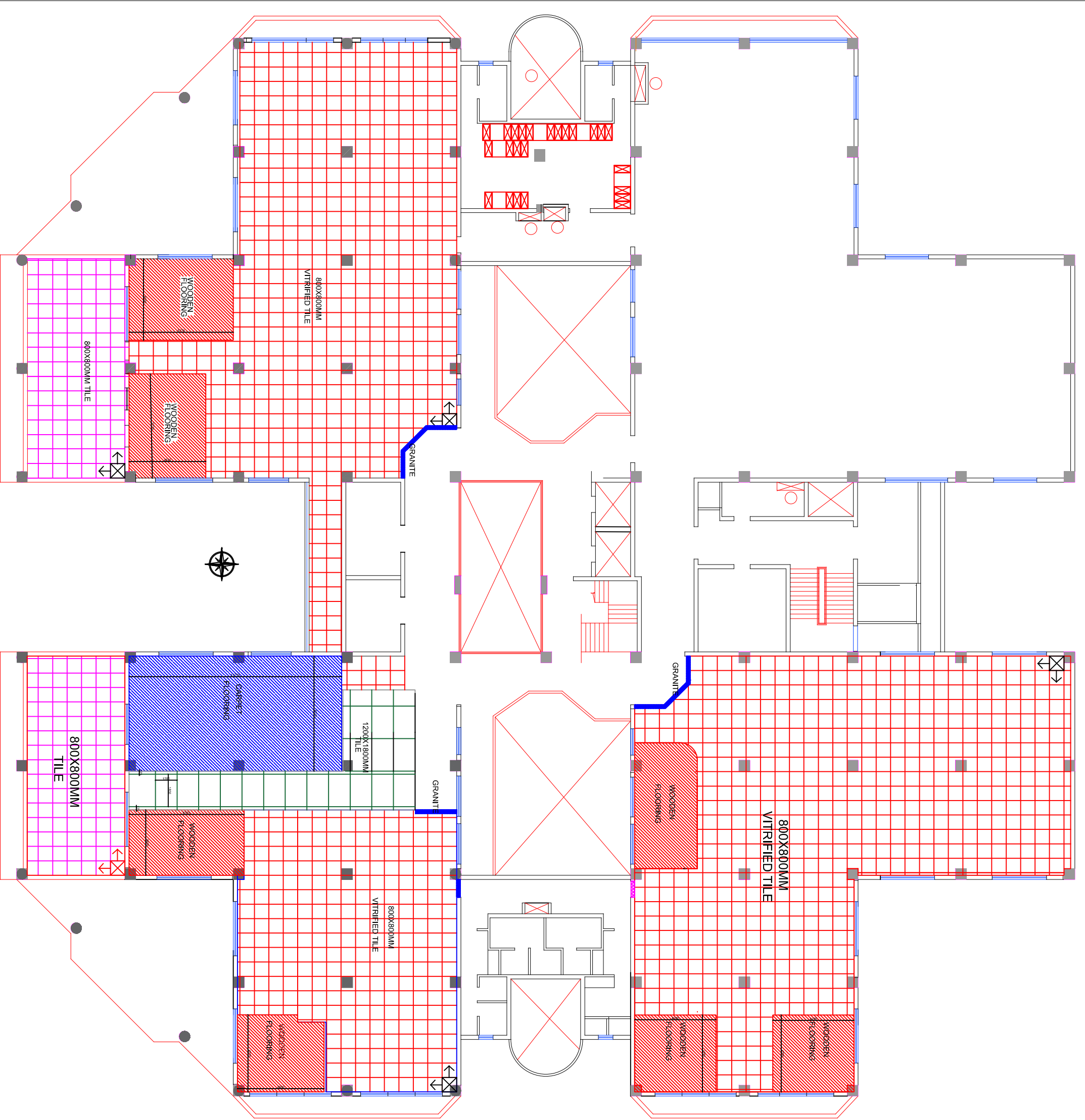


SECTION-A-A'

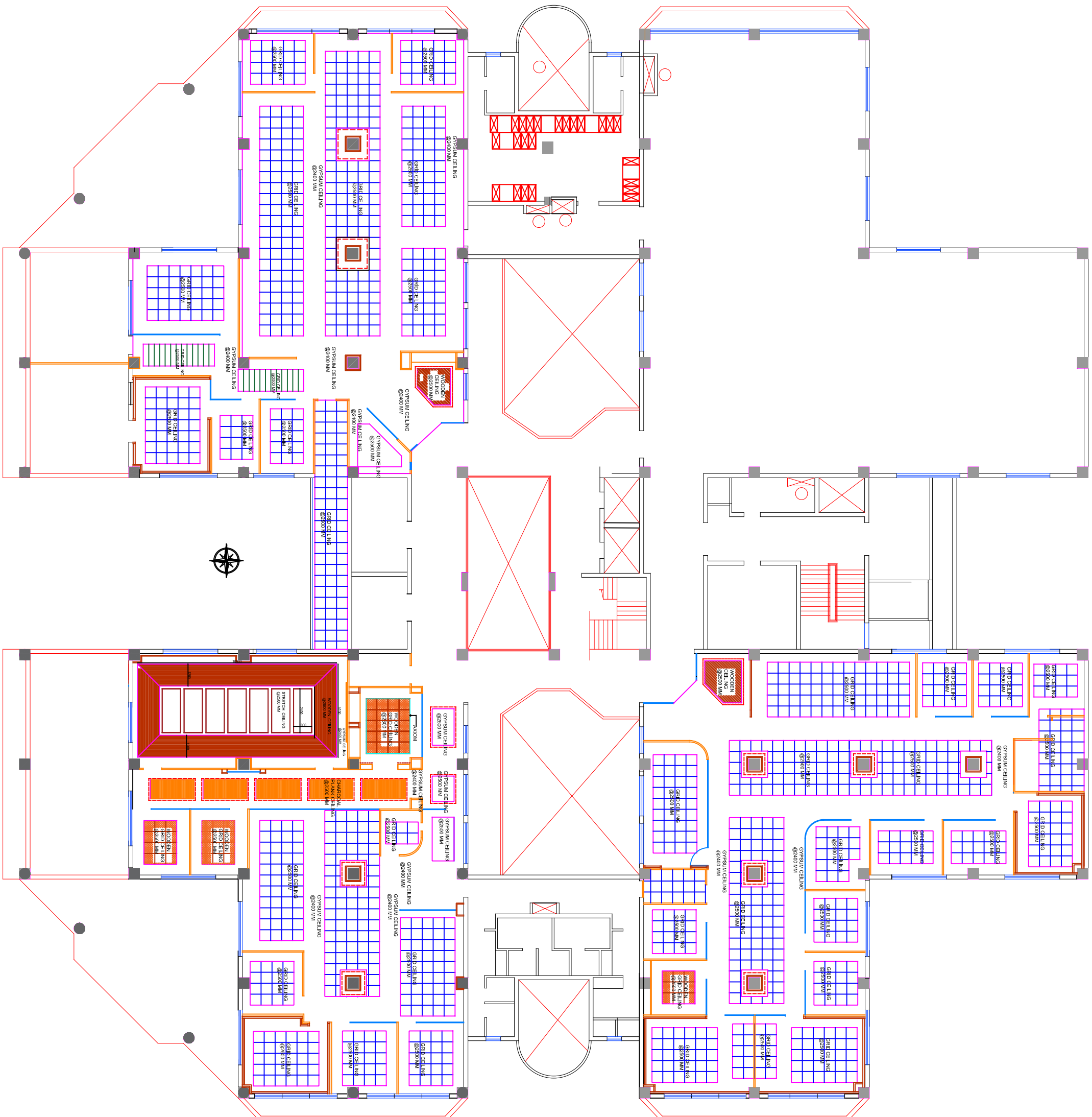
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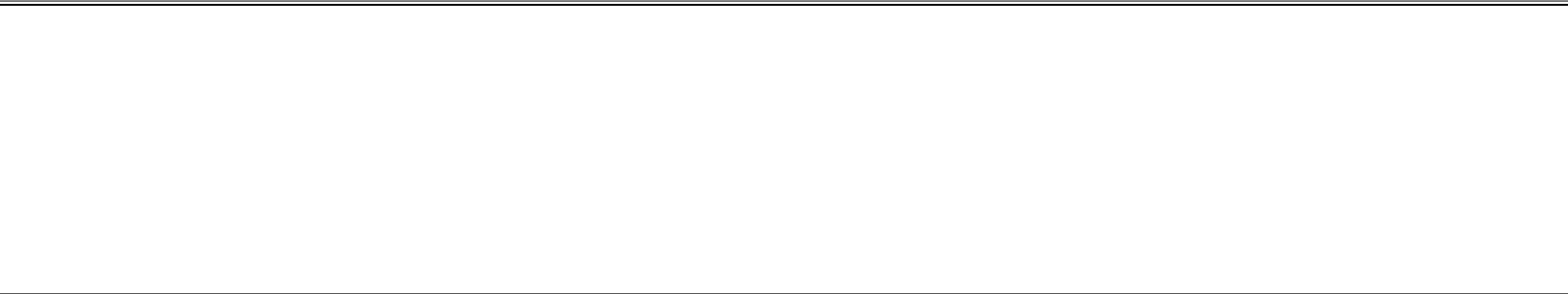
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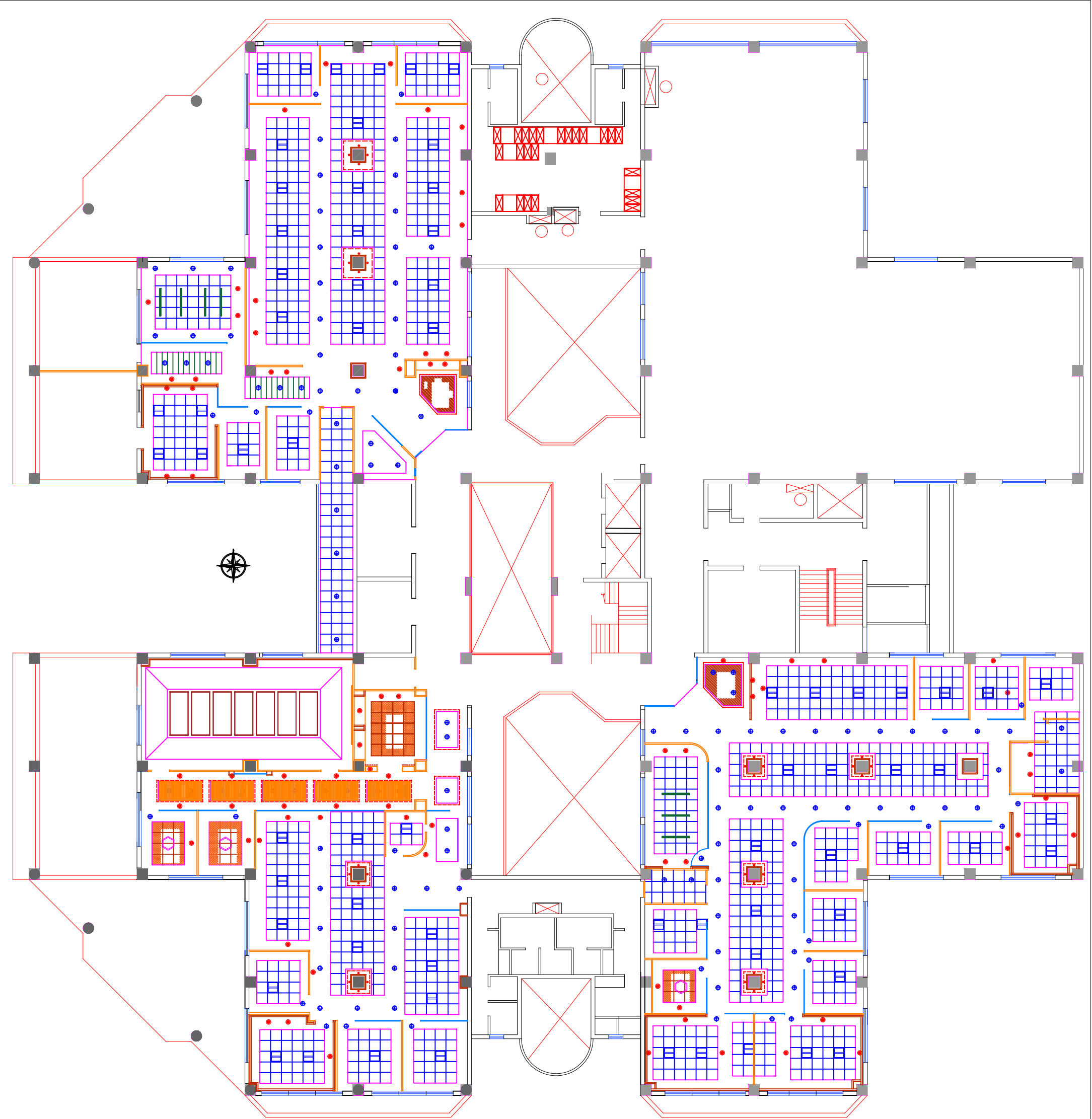


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Project Title	PROPOSED INTERIOR FOR FIRST FLOOR	
Drawing Title	FLOORING LAYOUT	



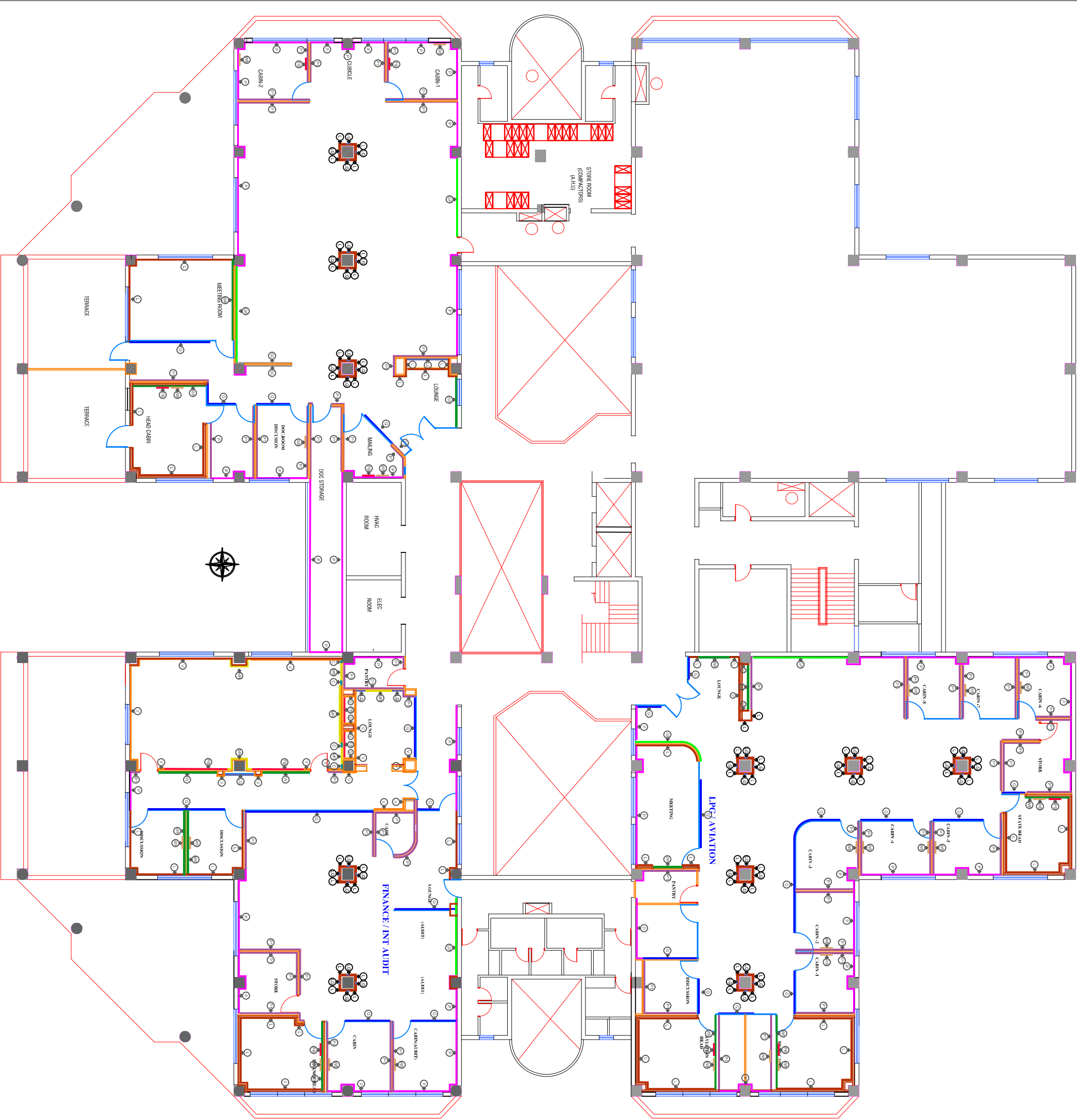
SYMBOL	DESCRIPTION
	WOODEN LAMINATE CEILING
	600MMX600MM WOODEN GRID CEILING
	CHARCOAL PLANK CEILING
	GYPSUM CEILING
	600MMX600MM GRID CEILING
	EPTOWE-AGSL2006RFXXIN035
	SWANK-R-ASDL1003RFXXIN015
	METEOR-1-ASSL3001RFXIN007XX
	HEXOID RING-4ASAR201SFXXIN014
	LINEAGE-S50-AGSL5086SFXIN020

Dwg No TD-I-5-FALSE CEILING LAYOUT SCALE NTS Client BRCL CHENNAI Project Title PROPOSED INTERIOR FOR FIRST FLOOR Drawing Title FALSE CEILING LAYOUT		



SYMBOL	DESCRIPTION
	WOODEN LAMINATE CEILING
	600MMX600MM WOODEN GRID CEILING
	CHARCOAL PLANK CEILING
	GYPSUM CEILING
	600MMX600MM GRID CEILING
	EPTOME -AGSL2006RFXIN035
	SWANK-R -ASDL1003RFX1N015
	METIOR-I -ASSL3001RFXIN007XX
	HEXOID RING -ASAR9201SFXX1N014
	LINEAGE-S50 -ASCL5085SFXIN020

Dwg No	
TD-1-7-LIGHTING LAYOUT	
SCALE	
NTS	
Client	BRCL
CHENNAI	
Project Title	PROPOSED INTERIOR FOR FIRST FLOOR
Drawing Title	LIGHTING LAYOUT



FINISHING LEGEND	
L	LAMINATE
P	PAINT FINISH
P1	GYP SUM WITH PAINT FINISH
G	GLASS
GP	GRAPHICS
LG	LACQUERED GLASS FINISH
WP	WALLPAPER
WB	WRITING BOARD
FB	FABRIC BOARD
C	CORIAN TOP
V	VENEER
MR	MARBLE

Dwg No TD-1.9-FINISHES LAYOUT	
SCALE NTS	
Client BRCL CHENNAI	
Project Title PROPOSED INTERIOR FOR FIRST FLOOR	
Drawing Title FINISHES LAYOUT	

ANNEXURE VIII

Compliance of Restrictions for Countries which share land border with India

COMPLIANCE OF RESTRICTIONS FOR COUNTRIES WHICH SHARE LAND BORDER WITH INDIA

Restrictions under Rule 144(xi) of the General Financial Rules, 2017–Reference OM no. 6/18/2019 – PPD dtd. 23.07.2020 (read along with any subsequent clarifications/ amendments thereof) issued by Ministry of Finance, Public Procurement Division (<https://doe.gov.in/procurement-policy-divisions>)

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

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

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

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

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

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means. Explanation:

- a. “Controlling ownership interest” means ownership of an entitlement to more than twenty-five percent of shares or capital or profits of the company;
- b. “Control shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or through one or more juridical person(s), has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

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

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

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

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

#####

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

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

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

Date: _____

TENDER NO. :

TITLE OF TENDER :

To,
Bharat Petroleum Corporation
Ltd CPO-M, A-Installation
Sewri Fort Road, Sewri
East Mumbai-400015

Dear Sir/Madam,

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

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

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

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

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

Name and Signature of the Authorised Signatory

ANNEXURE XI
Format of Mandatory Forms



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

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

1. OBJECTIVE

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

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

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

1.1. Social Media

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

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

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

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

1.2. Scope and Applicability

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

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

1.3. Relevant Documents

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

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

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

2. CONTENT GUIDELINES

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

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

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

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

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

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

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

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

3. ACCEPTABLE USAGE OF SOCIAL MEDIA BY BUSINESS PARTNERS

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

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

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

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

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

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

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

4. ENFORCEABILITY AND COMPLIANCE

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

ANNEXURE I

GENERAL CONDITIONS OF CONTRACT FOR VENDORS

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

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

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

Clause 44: Liens

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

ANNEXURE II

TRANSPORTATION CONTRACT AGREEMENT FOR BULK LPG TRANSPORTATION CONTRACT BY ROAD

Clause 28:

(a) The Transporter shall remain at all times liable to the Corporation for any loss or damage caused to any building, plant machinery or the property of the Corporation due to careless, negligent, inexperienced act or default of the Transporter, their agents, representative or employees. The Corporation shall be entitled to deduct from the amounts payable to the Transporter under this Agreement or otherwise the loss or damages so suffered.

(b) The Transporter will be liable for any loss and/or injury to Corporation's employee due to careless, negligent, wrongful act or default of the Transporter, his/their representatives or employees in carrying out the job under this contract.

Clause 38:

All terms & conditions stipulated in the Guidelines for Bidders, Tender Terms & Conditions, Declarations, Agreement, Industry Bulk LPG Transport Discipline Guidelines and other documents furnished with the Tender and related correspondence shall form part of the contract. The Corporations are entitled to frame and implement the Policy(ies) applicable to Transporters, and to modify and amend the same from time to time, and that the Policy(ies) as framed, amended and modified would be binding on the Transporters, immediately upon being communicated to them.

Clauses from Transportation Agreement of Retail and MAK Lubricants

ANNEUXRE III

FORMAT OF ACKNOWLEDGEMENT

To,

[insert details to whom such acknowledgement may be addressed]

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

OR

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

OR

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

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

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

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

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

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

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

(Signature & seal)

Name:

Designation:

Date:

ANNEXURE X

PURCHASE PREFERENCE LINKED WITH LOCAL CONTENT

No. FP-20013/2/2017-FP-PNG
Government of India
Ministry of Petroleum and Natural Gas

Shastri Bhawan, New Delhi
Dated 17th November, 2020

To,

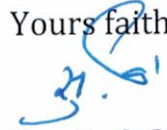
1. Chairman, IOCL
2. C&MD, BPCL/ HPCL/ ONGC/ OIL/ GAIL/ EIL/ Balmer Lawrie
3. Managing Director, CPCL/ NRL/ MRPL/ OVL
4. DG, DGH
5. DG, PPAC
6. Secretary, OIDB
7. ED, PCRA
8. ED, OISD
9. ED, CHT
10. Director, RGIPT
11. Member (BM), PNGRB
12. CEO & MD, ISPRL

Subject: Policy to Provide Purchase Preference (linked with local content) (PP-LC) in all Public Sector Undertakings under the M/o P&NG - Amended regarding

Sir/ Madam,

I am directed to refer to this Ministry's letter of even number dated 7.10.2019 on the subject mentioned above. It is stated that several provisions of the Policy have been amended as per the recommendations of the Steering Committee constituted under PP-LC Policy by MoPNG. Amended PP-LC Policy is enclosed herewith for necessary compliance which shall continue for a further period of one year w.e.f. 01.10.2020..

Yours faithfully



सुशील टी. विलियम्स
(Sushil T. Williams)

उप सचिव, भारत सरकार

(Deputy Secretary to the Govt. of India)

दूरभाष (Tel.): 23387467

Email: sushilt.williams@gov.in

Copy to:

- a) PS to Minister, PNG & Steel
- b) PPS/ PS to Secretary/ Sr. Economic Advisor/ AS&FA, MoPNG
- c) PPS/ PS to JS (E)/ JS (GP)/ JS (IC)/ JS(R)/ JS (M)/ JS (G)/ EA/ DDG, MoPNG
- d) US (Admin.), MoPNG
- e) Ms. Neelam Naval, Technical Director (NIC) - with request to upload the letter alongwith enclosure on website of MoPNG.

Subject: Policy to provide Purchase preference (linked with local content) (PP – LC) in all Public Sector Undertakings under Ministry of Petroleum and Natural Gas- Amended

1 Preamble

- 1.1 In tune with Make in India (MII) campaign in oil and gas sector, the Government has decided to incentivise the growth in local content in goods and services while implementing oil and gas projects in India, and
- 1.2 Whereas the Public procurement policy rests upon the core principles of competitiveness, adhering to sound procurement practices and execution of orders for supply of goods or services in accordance with a system which is fair, equitable, transparent, competitive and cost effective, and
- 1.3 Whereas, the local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them etc.
- 1.4 Whereas incentivising enhanced local content in the procurement of goods and/or services in oil and gas business activities would lead to increased local industry content;
- 1.5 Therefore, the Ministry of Petroleum and Natural Gas (MoPNG) has decided to stipulate the following policy for providing Purchase Preference to the manufacturers/ service providers having the capability of meeting/ exceeding the local content targets in oil and gas business activities;
- 1.6 This policy considers the Local Content (LC) as the added value brought to India through the activities of the oil and gas industry. This may be measured (by project, affiliate, and/or country aggregate) and undertaken through Workforce development and investments in supplier development through developing and procuring supplies and services locally.

2 Definitions

- 2.1 **Oil and Gas Business Activity** shall comprise of Upstream, Midstream and Downstream business activities.

- 2.2 **Domestic products** shall be goods and/or service (including design and engineering), produced by companies, investing and producing in India.
- 2.3 **Local Content** hereinafter abbreviated to LC means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- 2.4 **Domestic Manufacturer** shall be business entity or individual having business activity established under Indian law and producing products domestically.
- 2.5 **Supplier** of goods and/or provider of service shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof and classified as under:
- 'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under this Policy.
- 'Class-II local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Policy.
- 'Non-local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Policy.
- 2.6 **Steering Committee** means the committee to be constituted by MoPNG to provide effective guidance and to oversee the implementation of the Policy on a regular and continuing basis.
- 2.7 **Verification** shall be an activity to verify the accomplishment of LC by domestic manufacturers and/or suppliers of goods and/or providers of service with the data obtained or collected from respective business activities.
- 2.8 **Purchase preference** Where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the bidder concerned, at the lowest valid price bid.

- 2.9 **Local Content (LC)** in Goods shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.
- 2.10 **Local Content (LC)** in Services shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within in the country.
- 2.11 **Local Content (LC)** in EPC contracts shall be the use of materials, design and engineering comprising of manufacturing, fabrication, assembly and finishing as well as the use of services by utilizing manpower (including specialist), working appliance (including software) and supporting facility up to the final delivery, carried out within the country.
- 2.12 **Factory overhead cost** shall be indirect costs of manpower, machine/working appliance/facility and the whole other fabrication costs needed to produce a unit of product with the cost not chargeable directly to specified product.
- 2.13 **Company overhead cost** shall be costs related to the marketing, administration and general affairs cost of the company.
- 2.14 **Indian Company** means a company formed and registered under the Companies Act, 2013.
- 2.15 **Foreign company** means any company or body corporate incorporated outside India which— (a) has a place of business in India whether by itself or through an agent, physically or through electronic mode; and (b) conducts any business activity in India in any other manner.

3. Scope

- 3.1 The regulation shall be intended to:
- 3.1.1 Support and boost the growth of domestic manufacturing sector so as to be able to support oil and natural gas business activities and contribute added value to economy, absorb manpower as well as have national, regional and international competitiveness;

- 3.1.2 Support and boost the growth of innovation/technology of domestic manufacturing sector.
- 3.2 This policy shall apply to all the Public Sector Undertakings and their wholly owned subsidiaries under the Ministry of Petroleum and Natural Gas; Joint Ventures that have 51% or more equity by one or more Public Sector Undertakings under the Ministry of Petroleum and Natural Gas; attached and subordinate offices of MoPNG.
- 3.3 This policy shall not include goods/ services falling under Micro Small and Medium Enterprises (MSME) or Domestically Manufactured Electronic Products (DMEP), as those products/ services are already covered under specific policy. However, an option would be given in the tender for the bidder to declare preference for seeking benefit under PP-LC/MSME or DMEP.
- 3.4 The policy is not applicable for HP-HT operations for the time being. The Charter Hiring of offshore vessels shall continue to be governed by DG, Shipping Guidelines. Indian Flag Vessels shall be considered as having 100% LC.
- 3.5 The prescribed local content in the Policy shall be applicable on the date of Notice inviting Tender.

4. Procurement

- 4.1 The procuring companies shall follow their own procurement procedures. Aggregation of annual requirements and such other procurement practices, which facilitate the implementation of this policy, may be adopted by procuring companies.
- 4.2 In respect of Global Tender Enquiry (GTE) the guidelines as issued by Government of India from time to time shall be applicable on the procuring entities.
- 4.3 **Margin of Purchase preference:** The margin of purchase preference shall be 20%.
- 4.4 (a) In respect of all goods, services or works in respect of which the Nodal Ministry/ Department under DPIIT's Public Procurement (Preference to Make in India) Order, 2017 has communicated that there is sufficient local capacity and local competition, only Class-I local supplier shall be eligible to bid irrespective of purchase value.

- 4.4 (b) For all other local tenders, Class-I local supplier and Class-II local supplier shall be eligible to bid irrespective of purchase value, but preference to be given as per PP-LC to the Class-I local supplier.
- 4.4 (c) Only Class-I local supplier and Class-II local supplier, as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, Non-local suppliers shall also be eligible to bid along with Class-I local suppliers and Class-II local suppliers.
- 4.4 (d) Class-II local supplier will not get purchase preference in any procurement, undertaken by procuring entities.
- 4.5 In National Competitive Bid procurements of all items not covered by para 4.4 (a) and where the estimated value to be procured i.e. total value of enquiry/ tender, is less than Rs. 1 Crore shall be exempt from this Policy. In case of International Competitive Bids, the policy shall be applicable irrespective of the tender estimate. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Policy.
- 4.6 The producers of goods and/or providers of services shall be obliged to fulfil the requirements of quality and delivery time in accordance with the provisions of the respective contracts of goods and services.
- 4.7 If the Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to the Ministry.
- 4.8 For the purpose of para 4.7 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country, or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.
- 5. Purchase Preference- Linked with Local Content (LC)**
- 5.1 In procurement of all items not covered by para 4.4 (a), the following provisions may be considered for LC linked Purchase Preference:

- 5.1.1 The manufacturers/ service providers having the capability of meeting/ exceeding the local content targets shall be eligible for purchase preference under the policy, i.e. LC manufacturers/ LC service providers respectively as described below.
- 5.1.2 Wherever the goods/ services are procured under this policy, eligible (techno-commercially qualified) Class I Local supplier may be granted a purchase preference where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the eligible (techno-commercially qualified) Class I Local supplier concerned, at the lowest valid price bid.
- 5.1.3 **Goods:** The tender for procuring goods would specify that the contract for 50% of the procured quantity would be awarded to the lowest techno-commercially qualified Class I Local supplier, subject to matching with L1, if such bidders are available. The remaining will be awarded to L1.
- 5.1.3.1 However, if L1 bidder happens to be a Class I Local supplier, the entire procurement value shall be awarded to such bidder;
- 5.1.3.2 If in the opinion of the procuring company, the tenders (procured quantity) cannot be divided in the prescribed ratio of 50:50, then they shall have the right to award contract to the eligible Class I Local supplier for quantity not less than 50%, as may be divisible.
- 5.1.3.3 In continuation to 5.1.3.2 above, if the tendered item is non divisible, (to be included in the tender document by procuring company) the contract can be awarded to the eligible Class I Local supplier for the entire quantity.
- 5.1.4 **Services/ EPC Contracts:** The tender for oil and gas services/ EPC contracts shall not normally be split. For such procurement the tender would specify that the entire contract would be awarded to the lowest techno-commercially qualified Class I Local supplier, subject to matching with L1, if such bidders are available. However, tender for certain oil & gas services can normally be split, in such cases, splitting shall be allowed and specified in tender document. Such services shall follow the procedure outlined for goods as described in para 5.1.3. The procuring company should clearly specify in the tender document whether the tender shall be split or not.

5.1.5 For para 5.1.3 and 5.1.4 above, only those LC manufacturers/ service providers whose bids are within the margin of purchase preference would be allowed an opportunity to match L1 bid.

5.1.6 The tender conditions would ensure that local content in oil & gas products is encouraged. However, the procuring company may incorporate such stipulations as may be considered necessary to satisfy themselves of the production capability and product quality of the manufacturer.

5.1.7 The procedure for award under the policy is at **Enclosure-I**.

6. Determination of LC

6.1 LC of goods

6.1.1 LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product.

6.1.2 The criteria for determination of the local content cost in the goods shall be as follows:

- a) in the case of direct component (material), based on country of origin;
- b) in the case of manpower, based on INR component.

6.1.3 The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

6.2 LC of service

6.2.1 LC of Service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.

6.2.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering:

- a) cost of component (material) which is used;
- b) manpower and consultant cost; cost of working equipment/ facility; and
- c) general service cost.

6.2.3 The criteria for determination of cost of local content in the service shall be as follows:

- a) in the case of material being used to help the provision of service, based on country of origin;
- b) in the case of manpower and consultant based on INR component of the services contract;
- c) in the case of working equipment/facility, based on country of origin; and
- d) in the case of general service cost, based on the criteria as mentioned in clauses a, b, and c above.
- e) Indian flag vessels in operation as on date.

6.3 LC of the EPC Contracts:

6.3.1 LC of EPC contracts shall be the ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services.

6.3.2 The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred on work site. LC of the combination of goods and services shall be counted in every activity of the combination work of goods and services.

6.3.3 The spent cost as mentioned in paragraph 6.3.2 shall include production cost in the calculation of LC of goods as mentioned in clause 6.1.1 and service cost in the calculation of LC of services as mentioned in clause 6.2.2.

6.4 Calculation of LC and Reporting

LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

7 Certification and Verification

7.1 Class I/Class II Local suppliers are eligible to bid only if they meet the local content norms, therefore whether or not they want to avail PP-LC benefit, it will still be mandatory for them to give adequate documentation as follows to establish their status as class-I or class-II local supplier:

7.1.2 At bidding stage:

- a) Price Break-up:
 - The bidder shall provide the percentage of local content in the bid.

b)

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

7.1.3 After Contract Award:

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

- 7.2 Each supplier shall provide the necessary local-content documentation to the statutory auditor, which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.
- 7.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- 7.4 As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.
- 7.5 The Procuring Company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.
- 8 Governance and Supervision**
- 8.1 A Steering Committee will be constituted by MoPNG to provide effective guidance and to oversee the effective implementation of the Policy including review and amendments required therein. The Steering Committee may consider representations on target Local Content in goods, services and EPC and modify the policy accordingly.
- 8.2 The Steering Committee shall annually conduct a review of the policy implementation which shall specifically cover the issue of whether there has been adequate competition, and whether the policy has resulted in any reduction in competition/ exclusion of non-local bidders or any cost increase to the purchasing PSU, particularly in respect of services & works contracts.
- 9 Sanctions**
- 9.1 The Procuring companies shall impose sanction on manufacturers/ service providers not fulfilling LC of goods/ services in accordance with the value mentioned in certificate of LC.

- 9.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.
- 9.3 In the event that a manufacturer or supplier of goods and/or provider of services does not fulfil his obligation after the expiration of the period specified in such warning, the procuring company can initiate action for blacklisting such manufacturer/supplier/service provider.
- 9.4 A manufacturer and/or supplier of goods and/or provider of services who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty specified in clause 9.4.1.
- 9.4.1 The financial penalty shall be over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.
10. **Clarification on Goods/ Services:** Any issue regarding the coverage of a particular good/ service under the proposed policy would be referred to the Steering Committee for clarification.
11. **Powers to grant exemption and to reduce minimum local content:** Wherever proper justification exists, Ministry of Petroleum and Natural Gas may by written order, for reasons to be recorded in writing,
a) Reduce the minimum local content below the prescribed level; or
b) Reduce the margin of purchase preference below 20%; or
c) Exempt any particular item or supplying entities from the operation of this Order or any part of the Order.
12. **Time Period:** The Policy shall be applicable for 5 years. Except for 2017-18, the Policy shall not be continued unless, the Steering Committee by September 30th of each year, concludes a review as per para 8.2 of the Policy and recommends continuation of the Purchase Preference.

PROCEDURE FOR AWARD OF CONTRACTS

Procedure for award of contracts under this policy shall be as follows:

1.1. In procurement of all items which are divisible in nature, the 'Class I local supplier' shall get purchase preference over 'Class II local supplier' as well as 'Non Local Supplier' as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

1.2. In the procurement of all items which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

ANNEXURE XI
Format of Mandatory Forms

FORMAT for Declaration of Liquidation

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

Date: _____

TENDER NO. : 1000387844, TENDER ID:3048

**TITLE OF TENDER: RENOVATION OF FIRST FLOOR AT BPCL SOUTHERN REGIONAL OFFICE,
ANNANAGAR,CHENNAI**

To,
Bharat Petroleum Corporation Ltd
CPO-M, A-Installation
Sewri Fort Road, Sewri East
Mumbai-400015
Dear Sir/Madam,

I /We declare and confirm that we are currently not under liquidation, court receivership or similar proceeding.

(Signature and Stamp of the Bidder)

Bidder Name:

FORMAT for Declaration of Holiday Listing orders issued by BPCL or MOPNG debarring us from carrying on business dealings with BPCL/ MOPNG or serving a banning order by another Oil PSE.

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

Date: _____

TENDER NO. : 1000387844, TENDER ID:3048

TITLE OF TENDER: RENOVATION OF FIRST FLOOR AT BPCL SOUTHERN REGIONAL OFFICE, ANNANAGAR,CHENNAI

To,
Bharat Petroleum Corporation Ltd
CPO-M, A-Installation
Sewri Fort Road, Sewri East
Mumbai-400015
Dear Sir/Madam,

I /We declare and confirm that we are currently not serving any Holiday Listing orders issued by BPCL or MOPNG debarring us from carrying on business dealings with BPCL/ MOPNG or serving a banning order by another Oil PSE.

(Signature and Stamp of the Bidder)

Bidder Name:

FORMAT for Declaration for COMPLIANCE OF RESTRICTIONS FOR COUNTRIES WHICH SHARE LAND BORDER WITH INDIA

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

Date: _____

TENDER NO. : 1000387844, TENDER ID:3048

TITLE OF TENDER: RENOVATION OF FIRST FLOOR AT BPCL SOUTHERN REGIONAL OFFICE, ANNANAGAR,CHENNAI

To,
Bharat Petroleum Corporation Ltd
CPO-M, A-Installation
Sewri Fort Road, Sewri East
Mumbai-400015
Dear Sir/Madam,

We declare and confirm that we are in compliance of Restrictions for Countries which share land border with India {Restrictions under Rule 144(xi) of the General Financial Rules, 2017–Reference OM no. 6/18/2019 – PPD dtd. 23.07.2020 (read along with any subsequent clarifications/amendments thereof) issued by Ministry of Finance, Public Procurement Division (<https://doe.gov.in/procurement-policy-divisions>)}.

(Signature and Stamp of the Bidder)

Bidder Name:

FORMAT for DECLARATION ON ACCEPTANCE OF TERMS & CONDITIONS SOCIAL MEDIA POLICY OF BPCL

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

Date: _____

TENDER NO. : 1000387844, TENDER ID:3048

TITLE OF TENDER: RENOVATION OF FIRST FLOOR AT BPCL SOUTHERN REGIONAL OFFICE, ANNANAGAR,CHENNAI

To,
Bharat Petroleum Corporation Ltd
CPO-M, A-Installation
Sewri Fort Road, Sewri East
Mumbai-400015
Dear Sir/Madam,

We declare and confirm that We have been provided with a copy of the Terms and Conditions for Acceptable Use of Social Media by Business Partners, issued by the Corporation. I / We have read and understood attached BPCL's Terms and Conditions for Acceptable Use of Social Media by Business Partners and agree to abide by it. I / We understand that any violation of the above conditions may result in disciplinary action, or termination or revocation of the Agreement. In acknowledgement thereof, please see below our acceptance of the Terms and Conditions for Acceptable Use of Social Media by Business Partners, issued by the Corporation, duly signed and acknowledged by us, in the capacity of our authorised representative.

(Signature and Stamp of the Bidder)

Bidder Name:

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

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

Date: _____

TENDER NO. : 1000387844, TENDER ID:3048

**TITLE OF TENDER: RENOVATION OF FIRST FLOOR AT BPCL SOUTHERN REGIONAL OFFICE,
ANNANAGAR,CHENNAI**

To,
Bharat Petroleum Corporation Ltd
CPO-M, A-Installation
Sewri Fort Road, Sewri East
Mumbai-400015
Dear Sir/Madam,

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

I/We have read the clause regarding restrictions on procurements from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/We certify that I/We am/are not from such a country or, if from such a country, have been registered with the Competent

Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

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

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

(Signature and Stamp of the Bidder)

FORMAT FOR ACKNOWLEDGEMENT OF SOCIAL MEDIA DECLARATION

To,
Bharat Petroleum Corporation Ltd
CPO-M, A-Installation
Sewri Fort Road, Sewri East
Mumbai-400015
Dear Sir/Madam,

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

OR

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

OR

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

I / We have entered into a [**RENOVATION OF FIRST FLOOR AT BPCL SOUTHERN REGIONAL OFFICE, ANNANAGAR, CHENNAI**] dated [insert date] Agreement insert purpose], with Bharat Petroleum Corporation Limited
BPCL

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

Use of Social Media by Business Partners and agree to abide by it.

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

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

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

(Signature & seal)

Name:

Designation: Date:

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

(Self - Declaration)

To,

M/s BHARAT PETROLEUM CORPORATION LIMITED

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

TENDER NO. : **1000387844**, TENDER ID:**3048**

TITLE OF TENDER: **RENOVATION OF FIRST FLOOR AT BPCL SOUTHERN REGIONAL OFFICE, ANNANAGAR,CHENNAI**

Dear Sir

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

We hereby confirm that we are eligible for benefit under Purchase Preference (linked with local content) and undertake that we meet the mandatory minimum Local content requirement of..... % specified in tender document.

We further confirm that in case we fail to meet the minimum local content, BPCL will take action as per provisions of tender document/PPLC Policy.

Place:

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

Date:

Name:

Designation:

Seal:

(Format for SD /PBG)

PROFORMA OF BANK GUARANTEE
(On non-judicial paper of appropriate value)

FOR EARNEST MONEY / SECURITY DEPOSIT TOWARDS PERFORMANCE

To

Bharat Petroleum Corporation Ltd.

Dear Sirs,

M/s. _____ have taken tender for the
work _____ CRFQNo/PONo _____
_____ for Bharat Petroleum Corporation Ltd.

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

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

1. We _____
hereby undertake and agree with you that if default shall be made by M/s.
_____ in performing any of the terms and
conditions of the tender or in payment of any money payable to Bharat
Petroleum Corporation Ltd., we shall on demand pay to you in such matter
as to you may direct the said amount of Rupees
_____ only or such portion thereof not exceeding
the said sum as you may from time to time require.
2. You will have the full liberty without reference to us and without effecting
this guarantee postpones for any time or from time to time the exercise of
any of the powers and rights conferred on you under the contract with the
said _____ and to enforce or to for bear from endorsing any power
of rights or by reason of time being given to the said which under law

relating to the sureties would but for provision have the effect of releasing us.

3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said _____ but shall in all respects and for all purposes be binding operative units payment of all money due to you in respect of such liabilities is paid.
5. Our liability under this guarantee is restricted to Rupees _____. Our guarantees shall remain in force until _____ unless a suit or action to enforce a claim under _____ Guarantee is filed against us within six months from _____ (which is date of expiry of guarantee) all our rights under the said guarantee shall be forfeited and shall be relieved and discharged from all liabilities thereunder.
6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated _____ granted to him by the Bank.

Yours faithfully

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

UNDERTAKING BY BIDDER TOWARDS GST RATES

To,

M/s BHARAT PETROLEUM CORPORATION LIMITED

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

TENDER NO. : **1000387844, TENDER ID:3048**

TITLE OF TENDER: RENOVATION OF FIRST FLOOR AT BPCL SOUTHERN REGIONAL OFFICE, ANNANAGAR,CHENNAI

GST RATE CONFIRMATION: IN TENDER GST RATE WILL BE QUOTED BY THE BIDDER. I/We agree that it is bidders' responsibility to quote correct HSN/SAC code and GST% in the price bid as per applicable law depending on nature of work and BPCL is indemnified from any liability arising because of erroneous GST rate charged by the bidder.

GST, as quoted by (us)bidder, shall be deemed as final and binding for the purpose of bid evaluation .In case a bidder enters "zero" GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the quoted GST rate. No request for change in GST will be made after submission of bids.

I/we agree that in cases where the bidder quotes a wrong GST rate, for releasing the final order, the following methodology will be followed for evaluation:

- a. In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic rates. The final cash outflow will reduce to the extent of the revised GST.
- b. In case the actual GST rate applicable for the state is more than the quoted GST rate, the basic rates quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.
- c. Based on the Total Cash Outflow calculated as above, BPCL shall place order.

Signature & Stamp of Bidder