



CERTIFICATE NO  
BN22530/21306



**Bharat Petroleum Corporation Limited**  
**CENTRAL PROCUREMENT ORGANIZATION**  
**(MARKETING)**  
(CERTIFIED TO ISO 9001: 2015)

**“OPEN TENDER”**

**SUPPORT SERVICES FOR OCCUPATIONAL HEALTH CENTRE**  
**AT BPCL FOR BIO ETHANOL REFINERY PROJECT,**  
**BARGARH, ODISHA**

**GeM Bid Number: GEM/2025/B/6575296/ CRFQ Number: 1000440842**

**Tender Due Date and Time: 04.09.2025 (15:00 hrs)**

Name	Designation	Mobile Number	Email ID
Mr. Rajesh Gehlot	Chief Procurement Manager - CPO (M)	9950100035 (022) - 24176416	<a href="mailto:rajeshgehlott@bharatpetroleum.in">rajeshgehlott@bharatpetroleum.in</a>
Mr. Sanson T. Koleth	Procurement Leader - Biofuels & MIS, CPO(M)	7045657170 (022) 24176133	<a href="mailto:sansonkt@bharatpetroleum.in">sansonkt@bharatpetroleum.in</a>
Mr. Tusharkanta Sahoo	CH. Manager HSSE (Biofuels) Bargarh Bio refinery	9447574728	<a href="mailto:tusharkantasaho@bharatpetroleum.in">tusharkantasaho@bharatpetroleum.in</a>
Mr. Kamdar D D	Plant Head (Biofuels), Bargarh Bio refinery	9820971810	<a href="mailto:kamdardd@bharatpetroleum.in">kamdardd@bharatpetroleum.in</a>

**‘A’ Installation, Sewree Fort Road Sewree (E), Mumbai - 400 015**



**GeM Tender: GEM/2025/B/6575296**

**Date: 14.08.2025**

Dear Madam/ Sir,

**Subject : Invitation to Bid**

**Job : Support Services for Occupational Health Centre at BPCL Bargarh Bio Refinery, Baulsingha Village, Dist. Bargarh, Odisha.**

1. You are invited to submit your offer as Bids through GeM Portal in two-part (Techno-commercial and Price Bid) for the above job on the specifications and terms & conditions contained in this tender document. Please visit the website <https://gem.gov.in> and enroll yourself as a seller for online participating in this tender and submitting bid.
2. Delivery Completion Period – **24 Months**
3. Earnest Money Deposit – **2.5 lacs**
4. Commercial Evaluation – **Overall Lowest Basis**

**Bidders have to quote the overall price including GST, any other taxes, levies, cess etc. online in the custom price bid form in GeM. Breakup of the overall quoted bid amount in PDF format duly signed & stamped to be uploaded along with price bid only. Bidders should NOT mention any price anywhere else in the technical bidding forms / documents.**

**Bidders to ensure that the overall quoted bid amount and the breakup provided in PDF match. The overall bid amount entered online in GeM Custom bid will form the basis for determining the L1 bidder. If there is a discrepancy in the overall bid amount entered by the L1 bidder, online and the supporting break up (PDF), lowest of them will be used for placing the order, instead of the online entered bid amount.**

5. This tender document consists of the following Annexures, which are enclosed:

1.	INSTRUCTION TO BIDDERS	ANNEXURE I
2.	GENERAL CONDITON OF CONTRACT	ANNEXURE II
3.	SCOPE OF WORK	ANNEXURE III
4.	BID QUALIFICATION CRITERIA (BQC)	ANNEXURE IV
5.	TECHNO-COMMERCIAL FORM	ANNEXURE VI
6.	DEVIATION STATEMENT	ANNEXURE VII
7.	DECLARATION BY BIDDERS FOR HOLIDAY LISTING & LIQUIDATION	ANNEXURE IX
8.	COMPLIANCE OF RESTRICTIONS FOR COUNTRIES WHICH SHARE LAND BORDER WITH INDIA	ANNEXURE X
9.	SOCIAL MEDIA GUIDELINES FOR BUSINESS PARTNERS	ANNEXURE XI
10.	INTEGRITY PACT	ANNEXURE XII

6. Tender Details:

Sr. No.	Description	Details
i.	Type of Job [Supply / Service / Works Contract]	SERVICE
ii.	Purchase Preference (MSE) [Applicable / Not Applicable]	Applicable
iii.	Purchase Preference (Make In India) [Applicable / Not Applicable]	Applicable
iv.	Relaxation in BQC for MSE's [Applicable / Not Applicable]	Not Applicable

7. **Pre-bid Meeting** shall be conducted through MS Teams on **20.08.2025, 11:00 Hrs.**

Bidders are required to use the following link for participation in the pre-bid meeting on mentioned date and time:

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_YTI4ZWY4MjctMjg4YS00YTlhLTgxNTctM2M3MWViN2U4YzA3%40thread.v2/0?context=%7b%22Tid%22%3a%22222f3a7c-d45e-4818-9aa4-33d44420ec32%22%2c%22Oid%22%3a%228f87b268-1689-4932-86d8-12cb5c34e859%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTI4ZWY4MjctMjg4YS00YTlhLTgxNTctM2M3MWViN2U4YzA3%40thread.v2/0?context=%7b%22Tid%22%3a%22222f3a7c-d45e-4818-9aa4-33d44420ec32%22%2c%22Oid%22%3a%228f87b268-1689-4932-86d8-12cb5c34e859%22%7d)

8. Vendors, on the Holiday List of BPCL / MoP&NG shall not be considered. BPCL reserves the right to accept or reject any or all the offers at their sole discretion without assigning any reason whatsoever. BPCL's decision on any matter shall be Final & any bidder shall not enter into correspondence with BPCL unless asked for. BPCL may call for additional documents if required. BPCL would also consider information already available with them regarding Vendor's credentials.
9. Your online bid should be submitted on or before the due date of this tender. GeM Tender system will automatically close on the bid 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.
10. For clarifications, if any, please feel free to contact the undersigned:

Contact Persons	To be contacted for
<b>Rajesh Gehlot</b> Procurement Manager – CPO (M) BPCL 'A' Installation, Sewree Fort Road, Sewree (E), Mumbai 400015 Email ID: <a href="mailto:rajeshgehlott@bharatpetroleum.in">rajeshgehlott@bharatpetroleum.in</a> Contact: (022) - 24176416, Mob.: +91 9950100035	For clarifications regarding this tender.

Contact Persons	To be contacted for
<b>Sanson T. Koleth</b> Procurement Leader - Biofuels & MIS, CPO (Mktg.) BPCL 'A' Installation, Sewree Fort Road, Sewree (E), Mumbai 400015 Email ID: <a href="mailto:sansonkt@bharatpetroleum.in">sansonkt@bharatpetroleum.in</a> Contact: (022) 24176133, Mob.: +91 7045657170	
<b>Kamdar D D</b> Plant Head (BIOFUELS), Biofuels Biorefinery Bargarh (Odisha), Baulsingha, Tahsil - Bhatli, Distt. Bargarh Email ID: <a href="mailto:kamdardd@bharatpetroleum.in">kamdardd@bharatpetroleum.in</a> Contact: 9820971810	For any site specific queries / technical clarification / location visits.
<b>Tusharkanta Sahoo</b> CH. Manager HSSE (Biofuels) Bargarh Biorefinery Bargarh (Odisha), Baulsingha, Tahsil - Bhatli, Distt. Bargarh Email ID: <a href="mailto:tusharkantasaho@bharatpetroleum.in">tusharkantasaho@bharatpetroleum.in</a> Contact: +91 9447574728	

For GeM related queries, bidders may contact GeM facilitators. Contact details of GeM facilitators is available at following link: <https://gem.gov.in/training/facilitators>

Thanking you,

Yours faithfully,

**for Bharat Petroleum Corporation Limited**

**Sd/-**

**Procurement Leader - Biofuels & MIS, CPO (Mktg.)**

## **INSTRUCTIONS TO BIDDER FOR DOMESTIC TENDERS**

1. Competitive offers are invited in two-part bid- Bid Qualification Cum Techno Commercial Bid and Price Bid from eligible bidders.
2. Successful bidders will be issued LOA by CPO (Mktg.).
3. Offers should strictly be in accordance with the tender terms & conditions and our specifications. Bidders are requested to carefully study all the documents/ annexures and understand the conditions, specifications, drawings, corrigendum etc. before submitting the tender and quoting the rates. In case of doubt, written queries should be raised within 7 days in case of limited tenders and 14 days in case of open tenders from the date of publication of the tender. However this shall not be a justification for request for extension of due date for submission of bids.
4. **REFERENCE FOR DOCUMENTATION:**
  - 4.1. The number and date of Collective Request for Quotation (CRFQ) & E- Tender Number/ Gem Tender Number must appear on all correspondence before finalization of Rate Contract / Purchase Order.
  - 4.2. After finalization of Contract / Purchase Order, the number and date of Contract/Purchase Order must appear on all correspondence, drawings, invoices, dispatch advices, (including shipping documents if applicable) packing list and on any documents or papers connected with this order.
5. **LANGUAGE OF BID:**
  - 5.1. The Bid and all supporting documentation and all correspondence exchanged by bidder and Corporation, shall be written in English language only.
6. **INTEGRITY PACT (IP) : (Applicable for all tenders of value above Rs.1 Crore)**

Integrity Pact is a pact between BPCL (as a purchaser) on one hand and the bidder on the other hand stating that the two parties are committed to each other in regard to ensuring transparency and fair dealings in this procurement activity. Bidders shall have to essentially sign this pact, for participating in this tender, as per the pro-forma given in the tender. The salient features of this programme:

  - 6.1. Proforma of Integrity Pact shall be returned by the bidder/s along with the bid documents, duly signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder's failure to return the IP Document duly signed along with the bid documents shall result in the bid not being considered for further evaluation.
7. All documents attached with the Bid Qualification Cum Techno Commercial Bid, price bid and all corrigenda issued shall form the part of the tender. Bid Qualification criteria documents, techno-Commercial bid and the price bid will be submitted online. Bidders are required to refer to the list of Documents sought by BPCL for meeting the Bid qualification Criteria of the tender.

***Note: - BQC is applicable only for open tender or where specifically mentioned in limited tender.***
8. For tenders submitted on BPCL e-procurement portal, the bid shall be required to be digitally signed with a class III or above digital signature by the authorized signatory.

Bidders' submission of tender with their digital signature(for tenders submitted on BPCL e-procurement portal) shall be considered as token of having read, understood and acceptance of all the terms and conditions of the tender.

## 9. EARNEST MONEY DEPOSIT:

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

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

### **Details required for e-BG are:**

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

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

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

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

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

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

- 9.3. Bidders may also submit the EMD bank guarantee in physical form if their Bank is not in position to issue e-Bank Guarantee. For this, a letter or an email from the bank shall be provided to BPCL for acceptance of physical BG. The BG should be submitted in a sealed envelope addressed to Procurement Leader, Gr-8, boldly super-scribed on the outer cover –

**Tender No.:**

**Tender Title (Name of Work):**

**Closing Date / Time:**

**Name of the Bidder:**

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

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

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

## **10. DOCUMENTS TO BE SUBMITTED BY BIDDER:**

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

In case of Open tender floated on BPCL e-Proc/GeM platform, Bidder shall submit the following documents as per Bid Qualification Criteria (BQC), Technical and Techno-commercial requirement of tender:

### **Documents required for Technical Criteria of BQC:**

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

#### **10.1. Technical Criteria- [FOR WORKS / SERVICE TENDERS]:**

##### **Document required:**

- 10.1.1. Signed Agreement/PO copy/Work order/LOI or any other valid document which shows value of awarded works. The work order for similar work(s) shall be in the name of the bidder. In case of combined works, ***TPIA verified calculations of bifurcated cost*** towards the similar work is to be submitted. The orders executed in foreign currency shall be converted into INR based on financial benchmarks India Private Limited exchange rate

on the date on which the order was placed.

10.1.2. Completion Certificate/Final Bill certified by the client or any other document which conclusively proves completion of the awarded work. This document shall clearly mention Name of the client, Name of the job, Work Order / Purchase order / LOA No. and date, Value of Completed work, and Date of completion of work.

10.1.3. Any additional document required as mentioned in the Bid qualification Criteria.

10.1.4. All documents must be in the name of bidder/ or as mentioned in the Bid Qualification Criteria

10.1.5. For long term/ongoing contracts the value of work **completed/executed (as mentioned in Bid Qualification Criteria)** and paid against the contract till the last day of the month previous to the one in which tender is invited shall be considered for similar work value.

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

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

## 10.2. Technical Criteria- [FOR GOODS TENDERS]:

### 10.2.1. Manufacturing Capability:

#### Document required:

#### **In case only OEM (Original Equipment Manufacturer) is allowed to participate:**

- Factory License OR Pollution Control Board certificate OR NSIC certificate OR any other Statutory document clearly indicating that bidder is Manufacturer of the tendered item.
- The documents/licenses as per above shall specify the manufacturing range OR shall indicate that the bidder is a manufacturer of the tendered item. In case, the tender item details are not mentioned in the above documents, a certificate from TPIA (after factory inspection, **post floating of the tender**) stating that Bidder is a manufacturer of the tendered item be submitted. For this purpose bidder shall engage a TPIA who is registered under “NABCB accredited bodies as per requirement of ISO/IEC17020 as Type A” in QCI NABCB.

#### **In case the tender allows participation of an Authorized Channel Partner AND/OR Authorized Agent AND/OR Dealer AND/OR Authorized Distributor:**

- The bidder can use the credentials of the Principal (Manufacturer) only for the Technical Criteria (i.e. Manufacturing Capability and / or Supplying Capability stipulated in Technical Criteria). The bidder on their own shall meet the other Criteria. (viz. Service Support in India, Financial Criteria etc.)

#### **In case of Authorized Channel Partner AND/OR Authorized Agent AND/OR Dealer AND/OR Authorized Distributor:**

- Bidder to submit all the documents as per clause (a) above pertaining to the OEM, **clearly indicating that the OEM /Principal is a manufacturer of the tendered item.**



- The bidder should submit an Authority letter issued by Principal specific to the tender. In addition, back to back guarantee (specific to the tender) shall be provided by the Principal, clearly stating that they shall fulfill the contractual obligations for Supply, Service and Warranty of the tendered item in case of failure of the bidder.
- An Indian channel partner/agent/dealer/distributor can participate on behalf of only one Principal. He shall not be allowed to quote on behalf of another Principal in the same tender.
- Principal should authorize the channel partner /agent /dealer /distributor to submit their bid in the tender. In such a case, the Principal cannot participate directly in the same tender.

#### 10.2.2. Supplying Capacity:

#### Documents required:

TPIA verified list of Invoices of any continuous 12 months period issued by the bidder in the last 7 years ending on last day of the month previous to the one in which tender is invited, totaling to at least XXXX **(Quantity to be decided based on market study/last contracts/tenders/OMC references).**

Sr. no.	Invoice no.	Invoice dt.	Qty. Supplied	Sold to	PO No.

#### 10.3. Documents required for **Financial Criteria** of BQC:

Bidder shall submit the following financial documents.

- 10.3.1. Bidder shall furnish Annual Report/ audited balance sheets including Profit and Loss Accounts for previous three financial years along with the Bid to establish Bidder's conformance to financial criteria and prove existence since three years.
- 10.3.2. In case the financial year closing date is within 6 months of original bid due date and Audited annual report of immediate preceding financial year is not available, Bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year.

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

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

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

- 10.4. **Document Verification:** During BQC/EMD stage all vendors will have to provide self- certified copies of certificates and documents, with an undertaking to submit \*TPIA verified scanned

documents or produce the original documents for verification by Proc. Manager in case the vendor emerges as successful (\*TPIAs which are accredited under “NABCB accredited bodies as per requirement of ISO/IEC 17020 as type “A” in QCI’s NABCB website (<https://nabcb.qci.org.in/inspection-body/>), unless otherwise stated in BQC.

**All documents submitted through BPCL e-procurement portal or GeM portal shall be deemed to have been self-certified by the bidder, unless otherwise specifically sought.**

**All declarations to be self-certified.**

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

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

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

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

#### **10.5. Documents to be submitted by MSE (Micro/Small enterprise) Bidder:**

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

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

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

#### **11. TRADE RECEIVABLES DISCOUNTING SYSTEM (TReDS):**

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

enables the sellers (MSMEs) to discount their invoices through the aggregators to the financiers at competitive rates thus unlocking their working capital swiftly.

**12. ZED / Lean Certifications for MSE vendors:**

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

- 13.** Bidder shall ensure that any certificate/ reports issued/ attested by a practicing-chartered accountant in India and submitted in the bid shall mandatorily include the UDIN number. Certificate / reports issued/ attested without UDIN number of practicing chartered accountant in India will not be considered for evaluation.

- 14.** Charges of TPIA Verification & CA Certificate: All charges of the third party verification and CA certificate shall be borne by the Bidders.

- 15.** Submission of authentic documents is the prime responsibility of the bidder. Wherever BPCL has concern or apprehensions regarding the authenticity/correctness of any document or information, BPCL reserve the right to get the documents cross-verified from the document issuing authority.

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

- 16.** Failure to submit the above documents as per Qualification Criteria will render the Bid liable to be rejected. Therefore, the bidder shall in his own interest furnish complete documentary evidence in the first instance itself, in support of their fulfilling the Qualification Criteria as given in the tender. BPCL reserves the right to complete the evaluation based on the details furnished without seeking any additional information.

**17. PERFORMANCE SECURITY / RETENTION MONEY:**

Performance Security is applicable for all contracts with value exceeding Rs.10 Lacs.

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

**Option A**

Successful bidder can submit the Performance Security Deposit of 10% of basic contract value for Works Contract or (5% of basic contract value for Goods & Service Contract) as applicable, upfront within 15 days (or as specified in Tender Condition) from the receipt of LOA/award of Contract. Retention money shall not be deducted from running bills in such cases.

**Option B**

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

Retention money shall be deducted from each running account bill at the rate of 7.5% of basic bill value (for Works Contract) / 2.5% of basic bill value (for Goods & Service Contract) till overall amount of 10% (for Works Contract) or 5% (for Goods & Service Contract) of basic contract value is collected.

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

In case where purchase order / work order (**such as Rate contract where consumption is not firm**) are issued pursuant to the outline agreement, the security deposit @ 5% / 10%, as applicable, shall be collected based on the value of the purchase order / Work Order released from time to time.

In case of ARC service contracts, performance guarantee shall be collected based on 5% of the estimated annual cashflow.

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

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

#### **18. VALIDITY OF QUOTE:**

The quote shall be valid for 120 days (for limited tenders) and 180 days (for Open tenders) from the opening date of the tender. This condition supersedes GPC/ GCC condition.

#### **19. SUBMISSION OF BIDS:**

19.1. Bidders to note that any deviation if any to the technical/commercial terms and conditions of this tender should be mentioned only in the "DEVIATION" bid form attached. If any bidder fails to do so, it shall be construed that they have no deviations whatsoever to the tender terms and conditions. It is also reiterated that BPCL will not take cognizance of any clarifications/comments mentioned by the bidder in any other document. Similarly if any document is uploaded by the bidder, which inter alia would imply variation or deviation to tender specifications or any terms and conditions of the tender, it shall be taken into consideration for techno commercial evaluation if and only if the reference to the same is mentioned in the deviation bid form.

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

19.3. Upload a scanned copy (in pdf or jpg format) of the following documents:

##### **19.3.1. All the Bid Qualification Documents (For Open tenders)**

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

##### **19.3.2. Price bid:**

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

**20.** Incomplete bids are liable to be rejected. No further correspondence/enquiries raised on this issue by the bidder shall be entertained. Any terms and conditions stated by the Bidder in his bid will not be binding on the Corporation.

**21.** Unsolicited / conditional discounts if offered by any party will not be considered and offers of parties offering such unsolicited discounts are liable to be rejected.

**22. ACCEPTANCE/EVALUATION OF BIDS BY THE CORPORATION:**

**22.1. BID QUALIFICATION & TECHNO-COMMERCIAL BID**

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

**22.2. PRICE BID**

**22.2.1. Through this tender, BPCL seeks to surface the lowest price supplier. Bidders have to quote the overall price including GST, any other taxes, levies, cess etc. online in the custom price bid form in GeM. Breakup of the overall quoted bid amount in PDF format duly signed & stamped to be uploaded along with price bid only. Bidders should NOT mention any price anywhere else in the technical bidding forms / documents.**

**Bidders to ensure that the overall quoted bid amount and the breakup provided in PDF match. The overall bid amount entered online in GeM Custom bid will form the basis for determining the L1 bidder. If there is a discrepancy in the overall bid amount entered by the L1 bidder, online and the supporting break up (PDF), lowest of them will be used for placing the order, instead of the online entered bid amount.**

**The order will be placed on Overall Lowest Successful bidder for the job considering purchase preference based on MII / MSE Policy.**

**The subject job is Non-Divisible for application of purchase preference as per MSE policy/MI policy.**

**22.2.2.** In case of tender on the basis of % bidding on the published rates, bidder can quote either an overall increase or a discount (in percentage) on the published Rates and this increase/discount will be applicable to all the items uniformly for the Price Bid. Bidder shall be allowed to quote the percentage up to a maximum of 2 decimal places.

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

*Note: In case of multiple L1's, reverse auction of the L1 bidders will be conducted to select the successful bidder.*

*For Service tenders floated in GeM portal, "Run L1", functionality shall be used to select the successful bidder.*

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

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

In cases where the bidder quotes a wrong GST rate, for releasing the final order, the

following methodology will be followed:

23.1. 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.

23.2. In case the actual GST rate applicable for the state is more than the quoted GST rate, the basic rates quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

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

**24. Public Procurement (Preference to Make in India)-Applicable for all the tenders of estimated value of above Rs. 1.0 Crore.**

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

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

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

**25. NEW STATUTORY LEVIES:**

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

**26. GST details:**

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

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

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

- 27.** Bidders may have to attend the concerned office of the Corporation for clarifications and/or pre-bid meeting and/or negotiations/clarifications if required at their own cost, in respect of their bids without any commitment from the Corporation.
- 28.** It shall be understood that every endeavor has been made to avoid errors which can materially affect the basis of the tender and the successful bidder shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

**29. List of abbreviations used :**

- 29.1. The terms “BPC”, “BPCL”, The Corporation, the Company and Owner in the appropriate context means Bharat Petroleum Corporation Limited, the Company registered under Companies Act 1956 and includes its successors and assignees.
- 29.2. The term “LOA” in the appropriate context means Letter of Acceptance
- 29.3. The term “PO” in the appropriate context means Purchase Order

**30. DECLARATIONS/ UNDERTAKINGS BY BIDDERS:**

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

**30.1. DECLARATIONS ON HOLIDAY LISTING & LIQUIDATION:** Bidder shall submit the declarations that:

- Bidder is not under liquidation, court receivership or similar proceeding.
- Bidder is currently not serving any Holiday Listing orders issued by BPCL or MOPNG debaring them from carrying on business dealing with BPCL/ MOPNG or convicted of an offence –  
Under the Prevention of Corruption Act, 1988: or  
The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

**30.2. DECLARATION FOR SUBMISSION OF TPIA DOCS**

**30.3. DECLARATION ON CONFLICT OF INTEREST**

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

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

**30.5. 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.

**30.6. DECLARATION FOR PUBLIC PROCUREMENT POLICY-MAKE IN INDIA (PPP-MII):**

Applicable for tenders above 1 Cr. Bidder should be Class I OR Class II local supplier as per PPP-MII policy. For tenders above Rs.10 Crore PPP-MII declaration from bidder giving the percentage (%) of Local Content along with certificate from the statutory auditor or cost auditor of the organization (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) confirming the minimum local content requirement.

**31. STARTUPS MEDIUM ENTERPRISES:**

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

- 31.1. Certificate of Recognition issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, GOI.
- 31.2. Certificate of Incorporation/Registration.
- 31.3. 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.
- 31.4. 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.
- 31.5. In case the Startup is successful in the trial order, it will be considered for PQC exemption/ relaxation (as the case may be) for the next tender for such item till the time the entity remains a Startup.
- 31.6. Startups are exempted from submission of EMD.

**32. SUBMISSION OF BANK GUARANTEE**

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

SN	Particular	B G Value	Stipulations
1	Criteria for acceptance of BG	Up to Rs. 1 crore	Bank Guarantee from any scheduled bank (including nationalized banks, other scheduled commercial banks, scheduled cooperative banks, and scheduled regional rural banks) as appearing



			in the second schedule to the RBI act 1934 shall be acceptable.
2	Criteria for acceptance of BG	More than 1 crore	Bank Guarantees which are issued by Banks having long term issuer rating of 'A2' from Moody's or equivalent from Fitch and S&P in case of the foreign bank and long term issuer rating of at least 'AA' from CRISIL or equivalent from CARE, ICRA and India Ratings in case of Indian Banks, shall be acceptable. In case rating for a bank is available from more than one rating agency, the lowest of such rating shall be considered.
3	Replacement of BG		In case rating falls below stipulated level or that bank is under moratorium by RBI, all BGs issued by such bank must be replaced.

### **33. PLANNING AND DESIGNING IN PURVIEW OF VULNERABILITY ATLAS OF INDIA**

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

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

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

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

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

### **34. CLAUSE ON CONFLICT OF INTEREST:**

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

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

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

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

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

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

- individual or proprietorship format and/or
- a partnership or association of persons format and/or
- a company format. Whereby,
  - A company shall for this purpose include any artificial person whether constituted under the Indian laws or of any other country.

1.1. A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.

1.2. A person shall be deemed to have bid in a company format if the person holds:

1.2.1.more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or

1.2.2.is a director and / or Key Managerial Personnel of the company which has submitted a bid, or

1.2.3.holds more than 10% (ten percent) of voting share capital in and/or is a director and / or Key Managerial Personnel of a holding company of that company which has submitted the bid.

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

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

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

**35. REPEAT ORDER:**

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

**Annexure: A**

Date: \_\_\_\_\_

**CERTIFICATE CONFIRMING ELIGIBILITY FOR BENEFITS OF PUBLIC PROCUREMENT  
POLICY**

Ref: Tender No..... for .....

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

**In case applicable:**

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

**In case applicable:**

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

Name of CA Firm:

[Signature of Authorized Signatory]

Name:

Date:

Designation:

Seal:

Membership no.

UDIN no.

**ANNEXURE B1- DECLARATION BY TPIA CONFIRMING SUBMISSION OF CERTIFIED BQC  
DOCUMENTS**

To: M/s. BHARAT PETROLEUM CORPORATION  
LIMITED CPO (MARKETING), SEWREE, MUMBAI-  
400015

SUBJECT:

TENDER ID. / CRFQ NO. : .....

Dear Sir

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

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

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

[List of Documents Verified 1]

[List of Documents Verified 2]

.....

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

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

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

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

Yours sincerely,

[Signature]

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

[Name of Authorized Representative of TPIA] [Designation/Position]

[Name of the Third-Party Independent Agency]

[Accreditation Number as per NABOB, Type and Validity]

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

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

**ANNEXURE B2: AFIDAVIT CONFIRMING SUBMISSION OF TPIA CERTIFIED BQC DOCUMENTS**

To: M/s BHARAT PETROLEUM CORPORATION LIMITED  
CPO (MARKETING), SEWREE, MUMBAI-400015

SUBJECT:

TENDER ID. / CRFQ NO. : .....

Dear Sir

We, M/s..... hereby declare that all documents submitted by us towards Technical and Financial Bid Qualification and other BQC related documents are true and genuine.

In case we become the Li bidder in the tender, we hereby confirm that we will get the technical and financial documents and other BQC related documents submitted verified with originals by TPIA agency as specified in the tender. We shall also arrange to submit the scanned copy of the TPIA verified BQC documents to BPCL.

[Signature of Authorized Signatory]

Name: Designation: Seal:

**ANNEXURE-C**

**UNDERTAKING BY BIDDER TOWARDS MANDATORY MINIMUM LC**

**(IN CASE SEEKING BENEFIT OF PPP-MAKE IN INDIA)**

(Self – Declaration – Applicable for tender value of Rs.1 Crore and above)

To,

M/s BHARAT PETROLEUM CORPORATION LIMITED, SUBJECT:

TENDER NO:

Dear Sir

We, M/s \_\_\_\_\_ (***Name of Bidder***) have submitted bid against aforesaid tender.

We have read and understood the Purchase Preference to Make In India Order/Policy attached with the tender document. Accordingly, we hereby confirm that our local content percentage for the tendered item is \_\_\_\_%.

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

**Place:**

**Date:**

**[Signature of Authorized Signatory of Bidder  
having power of attorney]**

**Name:**

**Designation:**

**Seal:**

**ANNEXURE-D**

**UNDERTAKING BY BIDDER TOWARDS MANDATORY MINIMUM LC**

**(IN CASE SEEKING BENEFIT OF PPP-MAKE IN INDIA)**

(Self – Declaration – Applicable for tender value of Rs.10 Crore and above)

To,

M/s BHARAT PETROLEUM CORPORATION LIMITED

SUBJECT:

TENDER NO:

Dear Sir

We, M/s \_\_\_\_\_ **(Name of Bidder)** have submitted bid against aforesaid tender.

We have read and understood the Purchase Preference to Make In India Order/policy attached with the tender document. Accordingly, we hereby confirm that our local content percentage for the tendered item is .....%. **The certificate from Statutory Auditor or Cost Auditor of the Company (in the case of companies) or from a Practising Cost Accountant or Practicing Chartered Accountant (in respect of suppliers other than company) in this regard has been submitted in technical bid.** (Applicable in case of tenders for value greater than Rs. 10 Crs.)

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

Place:

Date:

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

Name:

Designation:

Seal:



**ANNEXURE-E**

**CERTIFICATE BY CHARTERED ACCOUNTANT OF BIDDER TOWARDS MANDATORY  
MINIMUM LC**

**(IN CASE BIDDER SEEKING BENEFIT OF PPP-MAKE IN INDIA)**

(Applicable for **other than company** for tender value of Rs.10 Crore and above)

To,

M/s BHARAT PETROLEUM CORPORATION LIMITED SUBJECT:  
TENDER NO:

Dear Sir

We,..... (Name of the issuing CA Firm) have

verified relevant records of M/s.....(Name of

the bidder) and certify that the local content percentage for the tendered item

mentioned by M/s. ....(Name of the bidder) is

.....%.

**Name of CA Firm:**

**Date:**

**[Signature of Authorized Signatory]**

**Name:**

**Designation:**

**Seal:**

**Membership no.**

**UDIN no.**

**ANNEXURE-F**

**CERTIFICATE BY STATUTORY AUDITORS OF BIDDER TOWARDS MANDATORY  
MINIMUM LC  
(IN CASE BIDDER SEEKING BENEFIT OF PPP-MAKE IN INDIA)**

Applicable for **company** for tender value of Rs.10 Crore and above)

To,

M/s BHARAT PETROLEUM CORPORATION LIMITED

SUB:

TENDER NO:

Dear Sir

We,..... (Name of the Statutory Auditor) have

verified relevant records of M/s ..... (Name of

the bidder) and certify that the local content percentage for the tendered item

mentioned by M/s. ....(Name of the bidder) is

.....%.

**Name of Audit Firm:**

**Date:**

**[Signature of Authorized Signatory]**

**Name:**

**Designation:**

**Seal:**

**Membership**

**no. UDIN no.**

Format - G

**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; 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 of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

***Please refer Annexure X for Land Border Restriction Policy.***

**FORMAT OF ACKNOWLEDGEMENT FOR SOCIAL MEDIA GUIDELINES**

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

Tender No.: .....

Date.: .....

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 & 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 authorized representative.

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

\_\_\_\_\_  
(Signature & seal)

Name:

Designation:

Date:

***Please refer Annexure XI for Social Media Policy.***

## **ANNEXURE IV - BID QUALIFICATION CRITERIA AND REQUIRED DOCUMENTS**

### **1 BRIEF SCOPE OF WORK**

Providing support services for Occupational Health Centre (OHC) at BPCL Bargarh Bio Refinery plant including providing Ambulance Service with Driver & Helper trained in First Aid, providing Medical Nurse, providing Medical Officer and other services.

Contractual delivery period will be 24 months from commencement of Operation.

### **2 BID QUALIFICATION CRITERIA (BQC)**

BPCL would like to qualify vendors for undertaking the above work as indicated in the brief scope. Detailed bid qualification criteria for short listing vendors shall be as follows:

#### **2.1 TECHNICAL CRITERIA**

- 2.1.1 The bidder\* must have provided at least 3 Nos. of Allopathic Doctor / Nurse (at least one of them should be an allopathic doctor) to any Central / State Government Organization / PSU / Public Listed Company/ Hospitals / Medical centers in single or multiple purchase orders during any continuous twelve (12) months period in the last Seven Years ending on last day of the month previous to the one in which tender is invited.

OR

The bidder\* shall be any Hospital registered with the Local government administration located in Bargarh district, having minimum 20 bed capacity.

In case of hospitals, copies of the registration certificates / licenses, valid as on original due date of tender, shall be provided as documentary evidence.

\*The definition of bidder is the entity which has a unique PAN (Permanent Account Number). All documents should be in the name of the bidder only. Documents in the name of any legal entity other than the bidder, as defined above, shall not be accepted.

#### **2.2 FINANCIAL CRITERIA**

##### **2.2.1 AVERAGE ANNUAL TURNOVER**

The average annual turnover of the Bidder for last three audited accounting years shall be equal to or more than 27.8 Lacs.

##### **2.2.2 NET WORTH**

The bidder should have **positive net worth** as per the latest audited financial statement.

#### **2.3 DOCUMENTS REQUIRED**

Documents required to qualify the BQC (Technical & Financial) as given above will be in line with as per point no. 10 of Instructions to bidder document (**ANNEXURE I**)

#### **2.4 BIDS MAY BE SUBMITTED BY**

- 2.4.1.1 An entity (domestic bidder) should have completed 3 financial years of existence as on original due date of tender since date of commencement of business and shall fulfill each BQC eligibility criteria as mentioned above.

2.4.1.2 JV/Consortium bids will not be accepted (i.e. Qualification on the strength of the JV Partners/Consortium Members / Subsidiaries / Group members will not be accepted).

Bidders who do not satisfy the above conditions will not be considered for evaluation and ordering.

## **2.5 EVALUATION METHODOLOGY**

The tender will be invited through Open tender (Domestic) as two-part bid. The bid qualification evaluation of the received bids will be done as per the above bid qualification criteria and the technical bid of the shortlisted bidders will be evaluated subsequently. The price bids of the bidders who qualify BQC criteria & meet Technical / Commercial requirements of the tender will only be opened and evaluated.

The Commercial Evaluation shall be done on Overall Lowest Basis.

The order will be placed on Overall Lowest Successful bidder for the job considering purchase preference based on MII & MSE Policy.

The subject job is Non-Divisible for application of purchase preference as per MSE policy/MI policy.

## **ANNEXURE-II**

### **GENERAL CONDITIONS OF CONTRACT**

**FORMAT FOR SUBMISSION OF BQC DETAILS**

**(BIDDER SHALL SUBMIT THE DETAILS IN BELOW FORMAT DULY SIGNED / STAMPED FOR BQC EVALUATION ALONG WITH SELF-CERTIFIED RELEVANT DOCUMENTS)**

**1 Technical Criteria – 2.1.1**

S. No.	Client	PO No. & Date	Invoice No. & Date	Self-certified copies of PO, Invoice / Delivery Challan attached (Yes/No)	Contact Details of Client (Name, Email and Phone No.)
1.					
2.					

**2 Financial Criteria – 2.3 (details of Annual Turnover and Net-worth) - Latest 3 years**

S. No.	Financial Year	Annual Turnover (in Rs. Lacs)	Net-Worth	Self-certified copies of P&L Statement & Balance Sheet Attached	UDIN
1	Year 1				
2	Year 2				
3	Year 3				

**3 EMD Details**

S. No.	BG No. & Bank / Transaction UTR No. and Date	Amount	Original BG Submitted to BPCL Office (in case of BG) (Yes / No)
1			

**4 MSE Details (if applicable & valid for original manufacturers only)**

S. No.	Udhyam Registration No.	Category (Micro / Small)	Social Category of MSE (Gen / SC/ST / Women / Others)	CA Certificate Date and UDIN No.	Original CA Certificate confirming MSE Eligibility Submitted to BPCL Office (Yes / No)
1					



**ANNEXURE – V: TECHNICAL SPECIFICATIONS AND SCOPE OF WORK**

***UPLOADED AS 'SPECIFICATION DOCUMENT' UNDER TECHNICAL SPECIFICATIONS***

**ANNEXURE VI: TECHNO-COMMERCIAL FORM**

(To be duly filled, signed and uploaded on bidder's letterhead)

SR. NO.	DESCRIPTION	BIDDER DETAILS
1	Name of the Tenderer / Firm / Company	
2	PAN Number	
3	GST Number	
4	SAC Code	
5	% of GST as per SAC code applicable for Materials Supply	
6	SAC Code for any services (If applicable)	
7	% of GST as per HSN/SAC code applicable for supervision of erection and commissioning ( if applicable)	
8	Status of the Tenderer/ Firm/ Company (Proprietary Firm OR Partnership Firm OR Public/ Private Limited Company)	
9	Address and Contact Details of the Registered Office	
10	Name & address of the Proprietor/ Partners/ Directors with percentage of share holding	
11	If any of the Proprietor/ Partner(s)/ Director(s) of the Firm/ Company participating in this tender, is also a proprietor/ Partner(s)/ Director(s) in any other Firm/ Company (manufacturing unit of Tendered Material), then please provide the following details:	
11-a	Name of Common Proprietor/ Partner/ Director	
11-b	Name of the other Unit	

SR. NO.	DESCRIPTION	BIDDER DETAILS
11-c	Other Unit Address	
12	State whether the Proprietor/ Any of the Partners/ Any of Directors of your Firm/ Company is related to Any of the Directors of BPCL (Please refer the BPCL website <a href="http://www.bharatpetroleum.in">www.bharatpetroleum.in</a> )	
12-a	If YES, state the Name of BPCL Director and Your RELATIONSHIP with Him	
13	State whether the Proprietor/ Any of the Partners/ Any of the Directors of your Firm/ Company is also a Director of BPCL	
13-a	If YES, state the Name/s of such BPCL Director/s	
14	Address and Contact Details of your Plant from where Material is going to be supplied. In case the MSE vendor wishes to supply from their more than one Plants/ Units having MSE Certification, then provide Address and Contact Details of all those Plants/ Units.	
15	Name and Contact Details (Phone, E-Mail Id etc.) of the Contact Person/s	
16	State whether the Tenderer/ Firm/ Company is a Micro or Small Enterprise (MSE). If YES, please provide Supporting Document verified by TPIA.	
16-a	In case the tender is Reserved EXCLUSIVELY for MSE OR the Order is going to be awarded based on MSE Status, then the vendor will have to Offer and Supply the Entire Tendered Quantity from the PLANT having MSE Certification and also to Indemnify BPCL in this regard.	
16-b	State whether the Tenderer/ Firm/ Company is a Micro or Small Enterprise (MSE) owned by Scheduled Caste (SC) or the Scheduled Tribe (ST) Entrepreneurs. If YES, please provide Supporting Document.	
17	Please confirm, if any GST CONCESSION like SEZ is available to the Unit.	
18	Major Vendors for SUPPLY of Input	

SR. NO.	DESCRIPTION	BIDDER DETAILS
19	Manufacturing and Handling Machines available	
20	Kindly mention your Billing address.	
21	The details of upcoming manufacturing unit(s), if any, during the contractual period.	

**DEVIATION FORM**

(To be duly filled, signed and uploaded on bidder's letterhead)

Tender No. – .....

Tender Title – .....

Bidder's Name – .....

*[In case of NIL deviations]*

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

*[In case of any deviations]*

List of Deviations:

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

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

Date:

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

Name:

Designation:

Seal:

**ANNEXURE IX**

**DECLARATION OF HOLIDAY LISTING ORDERS ISSUED BY BPCL OR MOPNG DEBARRING  
FROM CARRYING ON BUSINESS DEALINGS WITH BPCL/ MOPNG**

*(On company letterhead, to be signed by the duly authorized person)*

Date:

Tender / CRFQ No.	
Tender Title	

To,  
Bharat Petroleum Corporation Limited  
Dear Sir/ Madam,

1. I / We, declare and confirm that we are currently no serving any Holiday Listing orders issued by BPCL or MOPNG debarring us from carrying out business dealings with BPCL/ MOPNG or convicted of an offence -
  - 1) Under the Prevention of Corruption Act, 1988; or
  - 2) The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
2. We are not under Liquidation, Court Receivership or similar proceedings

Date:  
Address:

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

Name:

Designation:

Seal:

P.S.: Offers not accompanied with a declaration may lead to rejection. Any wrong declaration in this context shall make the Agency liable for action under BPCL Holiday Listing procedure.

## **ADDITIONAL ANNEXURES**

- 1 ANNEXURE X: INTEGRITY PACT**  
UPLOADED IN ATC CLAUSE FOR BUYER SPECIFIC INTEGRITY PACT
- 2 ANNEXURE XI: COMPLIANCE OF RESTRICTIONS FOR COUNTRIES WHICH SHARE LAND BORDER WITH INDIA**
- 3 ANNEXURE XII: SOCIAL MEDIA GUIDELINES FOR BUSINESS PARTNERS**

**Date:08.01.2025**

**GENERAL CONDITIONS OF CONTRACT (GCC)**



**BHARAT PETROLEUM CORPORATION LIMITED**



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## GENERAL CONDITIONS OF CONTRACT

### SECTION - I

#### DEFINITION OF TERMS

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

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

## SECTION - II

### GENERAL INFORMATION ABOUT SITE

#### **2.1 LOCATION OF SITE & ACCESSIBILITY:**

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

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

#### **2.2 SCOPE OF WORK**

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

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

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

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

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

#### **2.4 SAFETY STANDARDS FOR TEMPORARY BUILDINGS**

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

SECTION - III  
GENERAL INSTRUCTION FOR THE TENDERER

**3 SUBMISSION OF TENDER:**

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

**4 DOCUMENTS:**

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

## **5 PURCHASE PREFERENCE:**

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

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

## **6 (a) EARNEST MONEY:**

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

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

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

### **(b) CONVERSION OF EMD TO SECURITY DEPOSIT:**

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

## **7 (a) BID VALIDITY:**

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

### **(b) LANGUAGE OF BID:**

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

## **8 ADDENDA / CORRIGENDA:**

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

**9 RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:**

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

**10 (a) INTEGRITY PACT (IP):**

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

**(b) HOLIDAY LISTING:**

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

**(c) FOREIGN BIDDERS:**

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

**(i) PAN No.**

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

**(ii) Tax Residency Certificate (TRC)**

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

**(iii) Form 10F**

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

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

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

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

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

**12 RETIRED GOVERNMENTS OR COMPANY OFFICER:**

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



**13        SIGNING OF THE CONTRACT:**

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

**14        (a) FIELD MANAGEMENT:**

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

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

**14        (b) CONSULTANCY CONTRACTS:**

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

SECTION - IV  
INTERPRETATION OF CONTRACT DOCUMENTS

**15      INTERPRETATION OF CONTRACT DOCUMENT:**

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

**16      SPECIAL CONDITIONS OF CONTRACT:**

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

**17      CONTRACTOR TO OBTAIN HIS OWN INFORMATION:**

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

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

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

## **18 PERFORMANCE SECURITY DEPOSIT/RETENTION MONEY:**

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

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

## **19 TIME OF PERFORMANCE:**

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

## **20 FORCE MAJEURE**

Circumstances leading to force majeure

(a) Act of terrorism;

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

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

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

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

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

### **• Notification of Force Majeure**

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

### **• Right of either party to terminate**

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

### **• Payment in case of termination due to Force Majeure**

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

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

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

Majeure; and

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

**21 EXTENSION OF TIME:**

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

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

**22. LIQUIDATED DAMAGES FOR DELAY:**

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

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

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

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

**24 TERMINATION/OFFLOADING:**

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

**25. FORFEITURE OF SECURITY DEPOSIT:**

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

**26 ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED:**

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

- a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the owner shall be conclusive evidence) in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Owner.
- b) To employ labour paid by the owner and to supply materials to carry out the work any part of the work, debiting contractor with the labour cost of tools and plants and equipment charges, the cost of the materials

for which a certificate of the Engineer-in-Charge shall be final and conclusive against the Contractor and 10% of costs as above to cover all departmental charges and crediting him with the value of the work done in all respects in the manner and at the same rates as if it had been carried out by the Contractor under the term of his contract. The certificate of Engineer-in-Charge as to the value of the work done shall be final and conclusive against the contractor.

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

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

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

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

**28 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:**

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

**29 CHANGES IN CONSTITUTION:**

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

**30 IF THE CONTRACTORDIES:**

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

**31 EMPLOYEES OF THE OWNER NOT INDIVIDUALLY LIABLE:**

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

**32 OWNER NOT BOUND BY PERSONAL REPRESENTATIONS:**

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

**33 CONTRACTOR'S OFFICE AT SITE:**

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

**34 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCTS:**

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

**35 SUB-LETTING OF WORK:**

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

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

work which in the opinion of the Engineer-in-Charge is not in accordance with the Contract documents, the owner may by written notice to the contractor request him to terminate such sub-contract and the contractor upon the receipt of such notice shall terminate such sub contract and the latter shall forthwith leave the works, failing which the owner shall have right to remove such sub-contractors from the Site.

- vi) No Remedy For Action Taken Under This Clause:- No action taken by the owner under the clause shall relieve the contractor of any of his liabilities under the contract or give rise to any right to compensation, extension of time or otherwise failing which, the owner shall have right to remove such sub-contractors from the Site.

### **36 POWER OF ENTRY:**

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

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

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

### **37 CONTRACTORS RESPONSIBILITY WITH OTHER AGENCIES:**

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

### **38 OTHER AGENTS AT SITE:**

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

### **39 NOTICES:**

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



**40 RIGHTS OF VARIOUS INTERESTS:**

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

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

**41 RIGHT OF OWNER TO DETERMINE / TERMINATE CONTRACT**

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

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

**42 TERMINATION FOR CONVENIENCE :**

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

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

a. the contract price attributable to the works performed as at the date of termination

and

b. the reasonable costs incurred by the contractor for termination of subcontractors or the repatriation of the contractors' and subcontractors' employees

less

the aggregate of all previous payments allocated to the works.

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

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

**43 PATENTS AND ROYALTIES:**

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

invention made by the contractor or his employee in or as a result of the performance of the work under the contract.

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

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

#### **44 LIENS:**

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

#### **45 OPERATION OF CONTRACT:**

- 45.1 Law Governing:  
Regardless of the place of contracting, place of performance or otherwise, this Agreement, and all amendments, modifications, alterations, or supplements, thereto shall be governed by the laws of India and respective state laws for the nature, validity and interpretation thereof.
- 45.2 Non-Waiver of Default:  
  
Any failure by the Owner or Contractor at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this agreement, or to exercise a right hereunder, shall not constitute a waiver of such terms, conditions or rights, and shall not affect or impair same, or the right of the Owner or the Contractor, as the case may be at any time to avail itself of same.

## SECTION - V

### PERFORMANCE OF WORK

#### **46 EXECUTION OF WORKS:**

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

#### **47 COORDINATION AND INSPECTION OFWORK:**

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

#### **48 WORK IN MONSOON ANDDEWATERING:**

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

#### **49 WORK ON SUNDAYS AND HOLIDAYS:**

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

#### **50 GENERAL CONDITIONS FOR CONSTRUCTION AND ERECTION WORK:**

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

**51 DRAWINGS TO BE SUPPLIED BY THE OWNER:**

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

**52 DRAWINGS TO BE SUPPLIED BY THE CONTRACTOR:**

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

**53 SETTING OUT WORKS:**

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

**54 RESPONSIBILITY FOR LEVEL AND ALIGNMENT:**

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

**55 MATERIALS TO BE SUPPLIED BY CONTRACTOR:**

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

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

**56 MATERIALS SUPPLIED BYOWNER:**

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

**57 CONDITIONS FOR ISSUE OF MATERIALS:**

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

**58 MATERIALS PROCURED WITH ASSISTANCE OF OWNER:**

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

**59 MATERIALS OBTAINED FROM DISMANTLING:**

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

**60 ARTICLES OF VALUE FOUND:**

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

**61 DISCREPANCIES BETWEEN INSTRUCTIONS:**

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

**62 ALTERATIONS IN SPECIFICATIONS AND DESIGNS AND EXTRA WORK:**

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

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

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

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

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

### **63 VARIATION IN CONTRACT VALUE :**

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

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

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

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

### **64 ACTION WHERE NO SPECIFICATIONS ISSUED:**

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

### **65 ABNORMAL RATES:**

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

### **66 INSPECTION OF WORK:**

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

### **67 ASSISTANCE TO THE ENGINEERS:**

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

**68 TESTS FOR QUALITY OF WORKS:**

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

**69 SAMPLES:**

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

**70 ACTION AND COMPENSATION IN CASE OF BAD WORK:**

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

**71 SUSPENSION OF WORKS:**

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

**72 OWNER MAY DO PART OF WORK:**

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

**73 POSSESSION PRIOR TO COMPLETION:**

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



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

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

**74.3 Care of Works:**

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

**74.4 Effects prior to taking over:**

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

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

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

**74.5 Defects after taking over:**

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

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

## SECTION VI

### BILLS / MEASUREMENT / PAYMENT

#### 75 SCHEDULE OF RATES AND PAYMENTS:

##### i) Contractor's Remuneration

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

##### ii) Schedule of rates to be inclusive:

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

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

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

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

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

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

##### v) Schedule of Rates to Cover Taxes and Duties:

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

##### vi) Schedule of Rates to cover Risk of Delay:

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

##### vii) Schedule of Rates cannot be altered:

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

which have been fixed by the contractor and agreed to the Owner and cannot be altered.

For lumpsum contract, the payment will be made according to the work actually carried out for which purpose an item wise or workwise, Schedule of rates shall be furnished, suitable for evaluating the value of work done and preparing running account bills.

**76 PROCEDURE FOR MEASUREMENT / BILLING OF WORK IN PROGRESS:**

**i) Measurements:**

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

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

**ii) Billing:**

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

**iii) Dispute in Mode of Measurements:**

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

**77 LUMPSUMS IN TENDER:**

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

**78 RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS ADVANCES:**

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

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

**79 EXTRA WORK:**

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

**80 PAYMENT OF CONTRACTOR'S BILL:**

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

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

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

**81 CONCLUSION OF CONTRACT:**

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

**82 MODE OF PAYMENT:**

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

**82A Bill discounting through TreDs**

The eligible MSME bidders can avail discounting Facility as follows:

Trade Receivables Discounting System (TReDS) is an institutional mechanism set up in order to facilitate discounting of trade receivables of MSMEs from corporate buyers through invoice discounting by multiple financiers. Bharat Petroleum Corporation Limited (BPCL) is registered with TReDS platform of the aggregators M/s. Receivables Exchange of India Ltd (RXIL), M/s Invoice mart and M/s. M1 xchange. The eligible MSME bidders can avail the discounting facility by registering either in one or multiple TReDS platform of the aggregators. It enables the sellers (MSMEs) to discount their invoices through the aggregators to the financiers at competitive rates thus unlocking their working capital swiftly.

**83 COMPLETION CERTIFICATE:**

**83.1 Application for Completion Certificate:**

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

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

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

**83.2 Completion Certificate:**

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

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

**83.3 Clearing the site:**

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

- a) All unused scrap steel bar/ structural steel sections/pipe materials etc., (Free issue by owner) shall be the property of the owner and the same shall be returned by the contractor category-wise at their own cost to Owner's store. The weighment slip issued by the Warehouse (in original) is required to be attached along with the final bill/ material reconciliation statement. In case, the material is supplied by the contractor, as per their scope of work, the scrap material generated out of the same should be taken out at their own cost before the settlement of the final bill.

- b) Insulation material (either issued by owner to the contractor or supplied by contractor) shall be kept in the area allocated by owner. During the insulation activities, the contractor should keep the work area clean on day-to-day basis. On completion of insulation job, all debris/packing should be taken out to the designated location or as directed by the Engineer in charge for disposal at their own cost before the settlement of the final bill.
- 83.4 The financial implication of above, if any, should be taken care of in the quoted rates; and no separate claim shall be entertained on this account. The final bill of the contractor shall be linked with the area cleaning in all respects, including removal of shuttering material, disposal of debris/scrap etc. to the entire satisfaction of Engineer-in- Charge.

**84 FINAL DECISION AND FINAL CERTIFICATE:**

Upon Expiry of the period of liability and subject to the Engineer-in-Charge being satisfied that the works have been duly maintained by the contractor during monsoon or such period as herein before provided in clause 74 and that the contractor has in all respect duly made up any subsidence and performed all his obligations under the contract, the Engineer-in-Charge shall (without prejudice to the rights of the Owner to retain the provisions of relevant clause hereof) give a certificate herein referred to as the final certificate to that effect. The contractor shall not be considered to have fulfilled the whole of his obligations under the contract until Final Certificate have been given by the Engineer-in-Charge notwithstanding any previous entry upon the work and taking possession, working or using of the same or any part thereof by the owner.

**85 CERTIFICATE FOR PAYMENTS AND EVIDENCE OF COMPLETION:**

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

## SECTION VII

### TAXES/DUTIES/INSURANCE

#### **86. TAXES AND DUTIES:**

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

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

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

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

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

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

#### **87 INSURANCE:**

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

- i) Employees State Insurance Act:

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

The contractor agrees to filing, with the Employees State Insurance Corporation, the Declaration Forms and all forms which may be required in respect of the contractor's or sub-contractor's employees whose aggregate remuneration as fixed by the concerned authorities and who are employed in the work provided for or those covered

by ESI Act under any amendment to the Act from time to time. The contractor shall deduct and secure the agreement of the sub-contractor to deduct the employee's contribution as per the first schedule of the Employee State Insurance Act from wages and affix the Employee's contribution Cards at Wages payment intervals. The contractor shall remit and secure the agreement of the sub-contractor to remit to the authorized bank, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The contractor agrees to maintain all Cards and records as required under the Act in respect of employees and the payments and the contractor shall secure the agreement of the subcontractor to maintain such records. Any expenses incurred for the contribution, making contribution or maintaining records shall be to the contractor's or sub-contractor's account.

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

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

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

iii) Any other Insurance Required Under Law or Regulations or by Owner:

Owner shall cover Project Material and Equipments under and over all Marine-cum-Erection Insurance Policy. Contractor shall carry and maintain any and all other insurance which be required under any law or regulation from time to time. He shall also carry and main any other insurance which may be required by the Owner.

iv) Automobile Liability Insurance:

Contractor shall take out an Automobile Liability Insurance to cover all risks to Owner for each of his vehiclesplying on works of this contract and these insurance shall be valid for the total contract period. No extra payments will be made for this insurance. Owner shall not be liable for any damage or loss not made good by the insurance company, should such damage or loss result from unauthorised use of the vehicle.

**88. DAMAGE TO PROPERTY:**

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

SECTION VIII  
LABOUR LAWS AND OTHER REGULATIONS

**89 LABOUR LAWS:**

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

**90 IMPLEMENTATION OF APPRENTICES ACT 1961:**

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

**91 CONTRACTOR TO INDEMNIFY THE OWNER:**

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

- ii) Payment of Claims and Damages:

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

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



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

iii) Employment Liability:

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

**92 (a) HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS:**

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

**(b) MEDICAL FITNESS CERTIFICATION :**

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

**93 SAFETY REGULATIONS:**

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

**94 ARBITRATION:**

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

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

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

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

**95 JURISDICTION:**

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

**96 ORDER OF PRECEDENCE FOR WORKS / SERVICES CONTRACTS:**

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

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

**97 LIMITATION OF LIABILITY**

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

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

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

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

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

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

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

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

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

**99 NUISANCE:**

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

**100 BUILDING AND OTHER CONSTRUCTION WORKERS CESS:**

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

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

SECTION - IX

MEMORANDUM OF AGREEMENT

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

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

12. **Payment:** The Company, in consideration of the contractor carrying out and completing the said work at the Company's said site, to the satisfaction of the Company, shall pay the contractor as per the said schedule of Rates, subject to deductions, retentions and abatements, if any to be made therefrom in accordance with the provisions of this Agreement. During the progress of the work and provided the work is progressing according to the time-table laid down to the contractor, the contractor shall be entitled once a month to receive advance payment on the above mentioned sum proportionate to such part of the work as shall have been executed during the preceding month but only after such part of the work as has been executed has been inspected and approved by the Company's authorized Engineer. From such interim payments each time 10% will be withheld as Security deposit and this 10% will be paid to the Contractor after the defect liability period, provided that any defects appearing during that period are corrected by him. OR
- 100% payment will be made on the basis of actual executed quantities after satisfactory completion and due certification by BPCL Engineer-in-charge. In lieu of 10% Retention money towards Security deposit, contractor shall submit bank guarantee / Insurance Surety Bond of equivalent amount of retention money (10% of contract value) before submission of 1st Running Account (RA) bill valid for defects liability period specified. Further, the Bank Guarantee / Insurance Surety Bond shall have a claim period of six months beyond the date of expiry, and the same shall be mentioned clearly in the Bank Guarantee / Insurance Surety Bond.
13. **Defects after Completion:** Any defects which may appear within the defect liability period specified shall, upon the directions in writing of the Company and within such reasonable time as shall be specified therein be amended and made good by the Contractor, at his own cost unless the Company shall decide that the Contractor will be paid for such amending and making good, and in case of default on the Contractor's part, the Company may amend and make good or have amended and made good such defects and all damages, losses and expenses consequent thereon, incidental to those shall be borne by the Contractor and such damages, losses and expenses shall be recoverable from him by the Company or may be deducted by the Company from any moneys due to or thereafter becoming due to the Contractor. Alternatively, the Company may, in lieu of such amending and making good by the Contractor elect to deduct from any moneys due or thereafter becoming due to the Contractor a sum to be determined by the Company sufficient to cover the cost of amending and making good such defects, and in the event of the amount withheld in accordance with Clause 12 being insufficient, recover the balance from the Contractor together with any expenses the Company may have incurred in connection with such recovery. Should any defective work have been done or bad inferior materials supplied by any Sub-Contractor employed on the work, has been approved by the Company as provided in Clause 15, the Contractor shall be liable to amend and make good in the same manner as if such work or materials had been done or supplied by the Contractor. The Contractor shall remain liable under this Clause notwithstanding the signing by the Company's authorized Engineer of any certificate or the passing of any account.
14. **Alterations:** The Company reserves the right at any time to alter any quantities of any item indicated in the Purchase order/Contract, in which case the total amount payable to the Contractor shall be less or higher, proportionate with the reduction or increase in quantity of such item, allowance for which will be made at the Contractor's agreed rates.
15. **Subletting Agreement:** The Contractor shall not sublet or assign the work or any part thereof to another party without the written consent of the company and no such subletting or assignment shall relieve the contractor from the full and entire responsibility of his obligation under this Agreement.
16. **Cancellation:** The Company shall at any and all times during the period stipulated for the work, has the right forthwith to cancel this agreement by giving written notice thereof to the Contractor and in such case the Contractor shall be paid for such part of the work as has been executed by him up to the date of cancellation, on the basis of schedule of rates as per Purchase order/Contract and shall be reimbursed by the Company for the cost and expenses incurred by him but which would now be wasted as a direct consequence of the cancellation of the Agreement.
17. **Workmen's Compensation Liability:** The Contractor shall hold the Company harmless and indemnified from and against all claims, costs and charges for which the Company shall be liable under the Workmen's Compensation Act, 1923 and any amendments thereof and the expenses to which it shall be put thereunder, both in respect of personal injuries (within the meaning of the said Act) to the employees and servants of the Contractor or Sub-Contractors, (if any), arising out of, or occasioned during the currency of this agreement through the acts or omissions, whether due to negligence or not of the Contractor, Sub-Contractor and/or Company and/or their respective servants and employees and also in respect of the personal injuries (within the meaning of the said Act) to the servants and employees of the Company arising out of, or occasioned through the acts and omissions whether due to negligence or not of the Contractor, Sub-Contractor and or their servants and employees in carrying out any of the provisions of this Agreement. This indemnity shall be in addition to and not in lieu of any indemnity to which the Company shall be entitled in law. The Contractor shall at his own expense effect and

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

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

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

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

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

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

20. Jurisdiction:

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

21. Minimum Wages:

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

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

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

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

Witness \_\_\_\_\_  
For Bharat Petroleum Corporation Ltd.

\_\_\_\_\_  
For Bharat Petroleum Corporation Ltd.

Witness \_\_\_\_\_  
Contractor’s witness - Signature  
Name & Address:-

\_\_\_\_\_  
Contractor’s Signature  
Name & Address:-



PROFORMA OF BANK GUARANTEE

(On non-judicial paper of appropriate value)

FOR EARNEST MONEY / SECURITY DEPOSIT TOWARDS PERFORMANCE

To

Bharat Petroleum Corporation Ltd.

Dear Sirs,

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

\_\_\_\_\_ for Bharat Petroleum Corporation Ltd.

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

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

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

Yours faithfully

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

**Proforma of Insurance Surety Bond towards Bid Security (EMD) / Performance Security**

*[To be stamped in accordance with Stamp Act of India]*

Insurance Surety Bond No.

Date

To

[Bharat Petroleum Corporation Limited]

Dear Sirs,

In accordance with Invitation for Bids under your Tender No. & date....., M/s.....[Bidder's Name]..... having its Registered / Head Office at ..... (hereinafter called the 'Bidder') wish to participate / have been awarded [as the case may be] in the said tender for ..... [Procurement description / Tender Title].

As an irrevocable Insurance Surety Bond against Bid Security (EMD) / Performance Security [as the case may be] for an amount of ..... [EMD / Performance Security amount] and remain in full force for a period of ..... (days) i.e. up to [Validity Date] from the Bid Due Date and with an additional claim period of .....(days) i.e. up to [Claim Period Validity Date] required to be submitted by the Bidder as a condition precedent for participation in the said bid / award of contract [as the case may be] which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents / Contract / LoA.

We, the ..... [Name of the Insurer] registered under IRDAI having our Head Office at .....[Address of the Insurer] guarantee and undertake to pay immediately on demand by Bharat Petroleum Corporation Limited (hereinafter called the 'Beneficiary') the amount of ..... [EMD / Performance Security amount] without any reservation, protest, demand and recourse. Any such demand made by the Beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and / or any right / remedy available to the bidder in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid up to ..... [Claim date]. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from M/s ..... [Bidder's Name] on whose behalf this Insurance Surety Bond is issued.

The Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Insurer.

The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Insurer or any absorption, merger or amalgamation of the Bidder or the Insurer with any other person.

In witness where of the Insurer, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

.....  
(Signature)

.....  
(Name)

.....  
(Designation with Insurer Stamp)

**Contact Details & Address of Surety Insurer for verification:**

Name (Official): .....

Branch Address:.....

Telephone No.:.....

Mobile No:.....

E-mail:.....

## **TAX RESIDENCY CERTIFICATE**

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

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

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

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

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

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Permanent Account Number : \_\_\_\_\_

Verification

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

Verified today the \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Signature of the person providing the information

Place: \_\_\_\_\_

**Notes:**

1. \* Delete whichever is not applicable.

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

BHARAT PETROLEUM CORPORATION LTD

ACKNOWLEDGEMENT

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

For & on behalf of M/s. \_\_\_\_\_

Signature :

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

( Seal / Stamp )

Place :

Date :

## Scope of Work



**SUPPORT SERVICES FOR  
OCCUPATIONAL HEALTH CENTRE  
AT BPCL BARGARH BIO REFINERY,  
BAULSINGHA VILLAGE, DIST. BARGARH, ODISHA.**

- A- Scope of Work - Ambulance Service with Driver for Occupational Health Centre (OHC)**
- B- Scope of Work - Nurse Staff for OHC & Ambulance**
- C- Scope of Work - Medical Officer**
- D- Scope of Work - Pharmacist**

## **A- Scope of Work – Ambulance Service with Driver for Occupational Health Centre (OHC)**

**JOB:** Operation of One Ambulance Service with driver for Occupational Health Centre (OHC) of BPCL Bargarh Bio Refinery, at-Baulsingha Village, Dist.-Bargarh, Odisha.

### **1.0 Scope of work**

1.1 This contract envisages the operation of one air-conditioned Ambulances, with drivers (in rotation shift) for the Occupational Health Centre (OHC) of BPCL Bargarh Bio Refinery, Baulsingha Village, Dist.-Bargarh, Odisha. The ambulances should be single stretch premium vehicle of 2022 or later model, should be operated round the clock, on all days, for period of **24months** from the date of commencement of the contract.

### **2.0. Requirement of Ambulances:**

2.1 Air-Conditioned Ambulance 24 hour/ 30 km (per day) – 1 No

### **3.0 General Terms and conditions**

- \* The Bidder / the Trust should be owning the ambulance with required specifications.
- 3.1. One air-conditioned Ambulance with drivers required for **24 x 7 on monthly** basis, 365 days a year. The contract will be for a period of **24months** from the commencement of the contract.
- 3.2. The Ambulance should be stationed as per the directives from the HSSE Section near the Occupational Health Centre (OHC). The drivers of the Ambulance should also be available round the clock at the OHC near the Main Entrance of BPCL Bargarh Bio Refinery.
- 3.3. The Contractor should provide additional ambulance, if required, based on site emergency as per the instruction from the HSSE Head / Plant Head during such emergency. The contractor shall quote rates towards the additional Ambulance in SOR (Schedule of rate).
- 3.4. Operation of the ambulance with the drivers shall be controlled by the medical officer & HSSE Head & Plant Head.
- 3.5. The contractor/contractor's representative shall be available for contacting over phone (landline/mobile) locally 'ROUND THE CLOCK' and 'ROUND THE YEAR' basis. They shall also have E-MAIL ID for communication.

### **4.0. Ambulance**

- 4.1 The exterior design and painting should be as per standard guidelines and specifications issued from time to time by the Government.
- 4.2. Display board with **"ON CONTRACT WITH BPCL Bargarh Bio Refinery "** should be legibly displayed on front and back of the ambulances.

- 4.3. The driver compartment should be permanently separated from the patient compartment, with a sliding glass window in between
- 4.4. The patient compartment should have at least two light points on the roof.
- 4.5. Air conditioner and fan should be present in both the driver cabin and the patient cabin. The control switches for the above should be operable from the respective area of operation where the air conditioner and fan are present.
- 4.6. Provision for availability of Oxygen supply should be provided, with a flow meter and a simple **ON/OFF** mode of operation.
- 4.7. Minimum of two oxygen cylinders with pressure above 50 kg/cm<sup>2</sup> should be available in ambulance. The requirements for O<sub>2</sub> inhalation like tubing's, mask, nasal catheter etc should be present.
- 4.8. The procurement of the oxygen cylinders, the maintenance of the oxygen supply system and the availability of an O<sub>2</sub> cylinder pressure of above 50 kg/cm<sup>2</sup> is within the scope of the vendor.
- 4.9. The patient's cabin in the ambulance should be provided with three I V-line hooks on the roof and one hook on the side wall.
- 4.10. The passenger cabin in the ambulance should be provided with a suction apparatus
- 4.11. Separate chair/ seat, with a seat belt, for the accompanying medical personnel should be provided.
- 4.12. The Patient cabin should be well furnished so as to seat one doctor / nurse and one bystander.
- 4.13. The patient cabin should be provided with cabinets with magnetic contact locks, for storing statutory medical items.
- 4.14. A concealed portable dustbin should be present inside the patient compartment for waste disposal.
- 4.15. The following medical **facilities / equipment's** should be made available in the ambulances
  - 4.15.1. Lifesaving injections, IV fluids, IV sets, Scalp vein sets syringes and tourniquet.
  - 4.15.2. Stretcher trolley with wheels and locking facility. While shifting the patient out, this stretcher should open out to form a trolley with wheels.
  - 4.15.3. Provision for accommodating a burns blanket.
  - 4.15.4. Storage space / Facility for storing emergency medicines
  - 4.15.5. Portable Fire extinguishers should be provided in both the driver's cabin and the patient's cabin, and they should be properly fixed.
  - 4.15.6. Retractable / Foldable steps for entry into the patient cabin.
  - 4.15.7. Patient cabin door is to be fitted with a simple locking system such that the door can be locked and unlocked from inside as well as from outside, without a key.
  - 4.15.8. Reverse camera to ensure safety of the persons and objects behind the vehicle while on reverse mode.



- 4.15.9. The ambulances should be fitted with BPCL approved Flame arresters. This should be procured and fixed by the contractor at his cost.
- 4.15.10. Safety belts for all the travellers including patient.
- 4.15.11. An opening should be present between the patient cabin and the driver cabin, with sliding glass doors.
- 4.15.12. The ambulance should be provided with 2 windows with tinted glasses on each side and one window on each of the back doors of the patient cabin.
- 4.15.13. The floor should be provided with Anti-skid floor mats.
- 4.15.14. Handrails should be provided on the inside side walls and on the inside of the roof.
- 4.15.15. Alarms with noise protection for the patient area.
- 4.15.16. Vomiting bag, Blanket and pillows, Kidney tray, bed pan, Waste disposal bags
- 4.15.17. Display of emergency numbers of all major hospitals and OHC Mackintosh/ rubber sheets to avoid contamination.
- 4.15.18. The ambulance should be provided with roof mounted warning lights and hooter siren as per ARAI specifications. The lights should be revolving flashers.
- 4.15.19. One cabinet with magnet lock should be placed behind the driver's cabin, to accommodate all the medical items.
- 4.15.20. Drinking water facility, wash basin with foot operated water tap connection, Concealed Portable dustbin.
- 4.15.21. Two hooks for IV bottles to be fitted above the stretcher.
- 4.15.22. Ambulance should have adequate space in the patient compartment.

## **5.0 Duties and responsibilities of drivers**

- 5.1. **Ambulance Driver** - The driver of the ambulance hired by Vender, apart from being technically competent, should be polite, reasonably smart and medically fit. The contractor is liable to indemnify any loss or damage to the BPCL property. The driver shall keep originals of licence, RC Book, Insurance, Pollution control certificate etc in the Ambulance.
- 5.2. The driver deployed by the contractor should have good driving skills and experience in ambulance driving is desirable. Driver shall be available for shifting the patient and other related OHC activities.
- 5.3. The driver should be well conversant with the roads and routes in Bargarh District and adjacent areas of BPCL Bargarh Bio Refinery.
- 5.4. The ambulance driver should be physical fit and should not suffer from color blindness, night blindness, squint, glaucoma or cataract, their visual field

and stereo depth should be within normal limits, and their visual acuity should be as follows:

5.4.1. If below 35 years, - The total amount of myopia (including the cylinder) shall not exceed (-) 6.00 D in each eye. The total amount of hypermetropia (including the cylinder) shall not exceed (+) 4.00 D in each eye.

5.4.2. If above 35 years, - The total amount of myopia (including the cylinder) shall not exceed (-) 6.00 D in each eye. The total amount of hypermetropia (including the cylinder) shall not exceed (+ ) 6.00 D in each eye.

5.5. The ambulance driver that are engaged should produce a medical certificate from an ophthalmologist regarding the examination of their eyes. The report should specifically mention the eye examination pertaining to the above-mentioned diseases, and their visual acuity. Their eye examination results, as regards to the above tests should be within the normal limits.

5.6. The driver should undergo 6 monthly periodic medical examination by the ophthalmologist and their visual standards should be within the limits prescribed above. The report of the same should be submitted to the medical officer in charge every six months.

5.7. While on duty, the driver should be neatly dressed and should wear the prescribed uniform (white paint and white half sleeve shirts) along with the required personal protective equipment's such as helmet, safety shoe etc. This has to be done at the expense of the contractor.

5.8. Transport / Meals / snacks would not be provided by BPCL Bargarh Bio Refinery, individuals have to make their own arrangement for the same or contractor shall make arrangement for the same.

5.9. Driver will get a break for working lunch/dinner. However, the time break for the same has to be suitably adjusted without affecting any exigencies and during emergency situations. The full cooperation of the drivers shall be ensured by the contractor for the smooth functioning of the Ambulance service.

5.10. No person shall be allowed to continue duty beyond 16 Hrs. at a stretch. Minimum 8 Hrs. intervals shall be provided to the person in between 2 consecutive duties.

5.11. Driver acceptable to BPCL Bargarh Bio Refinery only shall be deployed to operate the vehicle covered under this agreement. The drivers, apart from being technically competent, medically fit and should be very polite to the

travelling employees and authorized personnel, and reasonably smart. They should be willing to oblige to the instant instructions/directions given by BPCL Bargarh Bio Refinery personnel. If HSSE Section of BPCL Bargarh Bio Refinery so desires to change a particular driver, due to any reason, he should be replaced with another acceptable driver within 24 hours. The decision of BPCL Bargarh Bio Refinery in this regard shall be final and binding on the contractor.

- 5.12. If for any reason whatsoever, the driver does not report to BPCL Bargarh Bio Refinery at the prescribed time and place in any day in accordance with BPCL Bargarh Bio Refinery's instructions, the contractor shall be liable to pay Rs.5000/- (Rupees five thousand only) per hour as penalty to BPCL Bargarh Bio Refinery for each instance of such delays. For the computation of the above, the actual time will be rounded off to the nearest hours. If such incidence of irresponsible behavior of any driver deployed by the contractor for operation of the ambulances under this contract is reported, or if any driver is found to be misbehaving or non-cooperative with BPCL Bargarh Bio Refinery staff, such drivers will not be allowed to drive the vehicle and the contractor has to replace such drivers, immediately/at short notice. Under no circumstances the driver of the vehicle, when used by BPCL Bargarh Bio Refinery, shall transport anybody else other than the individuals authorized by HSSE Section of BPCL Bargarh Bio Refinery.
- 5.13. The driver, who qualifies the Safety Driving Test conducted by the HSSE Section of BPCL Bargarh Bio Refinery, shall only be permitted to drive the vehicle inside Bio Refinery premises. The contractor has to arrange for the Safety Driving Test of the driver, before he engages them inside Bargarh Bio Refinery premises, for driving the ambulance. Additional drivers who have qualified BPCL Bargarh Bio Refinery Safety Driving Test shall be available, as stand-by, for emergencies and also for relieving the driver, engaged inside within short-notice.
- 5.14. 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. The contractor shall maintain proper records / registers as necessary and submit them at the end of each month and at the time of completion of the job as required by the Contract Labour Regulation and Abolition Act, 1970
- 5.15. The contractor should maintain Log Book, and any other records, as per the directions of HSSE Section of BPCL Bargarh Bio Refinery. It is the

responsibility of the drivers to get the necessary endorsement in the Log Book from the authorized officials of Company, as per the directions of HSSE Section. The entries in the log book and the trip sheet should tally and same will be verified on a need basis. Any discrepancy will lead to deductions from the contractor's dues.

- 5.16. The contractor shall provide Ambulances in good condition depending on BPCL Bargarh Bio Refinery requirements. The drivers shall keep originals of licence, RC book, Insurance, Pollution Control certificates etc, in the vehicle.
- 5.17. Contractor shall mention the Ambulances model/year of manufacturing in the Logbook/trip sheet.

## **6.0 Special Conditions of Contract**

- 6.1. Due to any strike, Hartal, lock out or closure or any such force majeure happenings, the operation of the ambulances shall not be suspended by vendor.
- 6.2. The contractor will not be eligible for any payment on the days the ambulances are idle due to any one of the above or if not being operated for BPCL Bargarh Bio Refinery. The penalty at double the rate quoted per day of operation (Basic Item Rate) for each day shall be levied without notice to the contractor.
- 6.3. The contractor shall deploy only Diesel Engine driven vehicle inside BPCL Bargarh Bio Refinery premises.
- 6.6. In case of breakdown of the vehicle, relief vehicle shall be deployed by the contractor to continue the trips within an hour, with a vehicle of same capacity and in good condition so that the services of the ambulances will not be affected. If there is any delay in providing the spare vehicle in time, BPCL Bargarh Bio Refinery has the right to arrange a substitute vehicle of its choice at the risk and cost of the contractor and shall realize all the expenses in this regard from the contractor.
- 6.7. During the tenure of the contract, if any unsatisfactory service including continuous breakdown happens repeatedly, i.e., more than twice in a month, BPCL Bargarh Bio Refinery reserves the right to terminate the contract without notice to the contractor and to operate the contract for the balance period through other agencies at the risk and cost of the contractor.

- 6.8. The contractor has to produce the vehicle for inspection by BPCL Bargarh Bio Refinery personnel before placing the vehicle on duty for the service under this agreement. Replacement of the vehicle will also be subject to the prior inspection except during emergencies. The condition of the vehicle including the operation of the doors, shutters and windows, condition of seats and protection from rain condition of head lights, parking lights, horns etc., shall be up to the satisfaction of BPCL Bargarh Bio Refinery.
- 6.9. The contractors shall abide ENTRY / EXIT, IN & OUT Gate Passes, Security Checking/Frisking and any other modalities adopted in future.
- 6.10. The contractor is liable to pay compensation, as decided by BPCL Bargarh Bio Refinery, if any damage is caused to BPCL Bargarh Bio Refinery property during the operation of the vehicle inside Bio Refinery premises. The decision of BPCL Bargarh Bio Refinery in this regard shall be final and binding on the contractor. The contractor shall follow all instruction given by HSSE Head while operating the vehicle inside / outside premises.
- 6.11. Insurance of the vehicle, including SRCC (strike, riot and civil commotion) risks and the risk of passengers travelling in the ambulances should be covered by the contractor to the extent of the liabilities specified in the Motor Ambulances Act. BPCL Bargarh Bio Refinery is not liable to pay any compensation to any person/s or property arising out of/during the operation of the ambulances covered under this contract. Third party insurance coverage for any accident of the ambulances inside and outside Bio Refinery will be solely to the contractor's responsibility and the BPCL Bargarh Bio Refinery shall in no way be liable to pay any compensation to any person/property.
- 6.12. The vehicle hired by BPCL Bargarh Bio Refinery should have valid comprehensive insurance and cover third party risks. The contractor shall take adequate insurance coverage for the vehicle engaged for this contract and BPCL Bargarh Bio Refinery, in no way, will be liable for any damages/defects occurring to such vehicle, driver and equipment due to whatever causes including fire explosion etc.
- 6.13. It will be the responsibility of the contractor to arrange necessary statutory approvals from time to time, for running of the ambulances and no liabilities should be pending towards any Government Authorities, and BPCL Bargarh Bio Refinery shall not be made responsible to pay such liabilities, during the tenure of the contract.



- 6.14. Indemnify BPCL & its employees from damages to third party during the operation of Ambulance by drivers.
- 6.15. General condition of contract is a part of this tender.

#### **7.0. Taxes/Statutory Levies/Approvals**

- 7.1. All formalities connected with the plying of the ambulance shall be complied with by the contractor and BPCL Bargarh Bio Refinery does not accept any responsibility towards licenses, taxes, insurance and permits etc. These documents shall be submitted on demand to the Company by the contractor
- 7.2. The ambulance shall have valid registration and permits, and its drivers shall hold valid driving licenses required under law.
- 7.3. It shall be the responsibility of the contractor to arrange necessary statutory approvals from time to time, for running of the ambulance and no liabilities shall be pending towards any Government Authorities and the BPCL Bargarh Bio Refinery shall not be made responsible to pay such liabilities, during the tenure of the contract. All ambulance shall have a valid Pollution under Control certificate during the contract period.
- 7.4. The drivers shall keep original license, original RC book, Insurance, Pollution Control certificates etc in the vehicle.
- 7.5. All formalities connected with the plying of the vehicle shall be complied by the contractor and BPCL Bargarh Bio Refinery does not accept any responsibility towards licenses, taxes, insurance and permits etc. These documents should be submitted on demand to BPCL Bargarh Bio Refinery by the contractor.
- 7.6. The vehicle should have valid registration and permits and its driver shall hold valid license required under law. There should not be any pending dues/liabilities towards Govt./Statutory bodies.
- 7.7. The contractor shall comply with and give notices required by any Act or by any regulations or byelaw of any local or other public authority and shall pay and indemnify the BPCL Bargarh Bio Refinery, if necessary, against any fees or charges recovered from them under such Act, regulation or bye-law.
- 7.8. It is the responsibility of the contractor to meet all claims for compensation under Workmen's Compensation Act or under any other law including in respect of accidents or injury or death suffered by workmen engaged by him or passengers or third parties during the period of

contract. The contractor alone shall be responsible and liable in respect of claims under the Workmen's Compensation Act and all other Acts aforesaid and the BPCL Bargarh Bio Refinery shall not under any circumstances be liable for any such claims.

7.9. The contractor should make his own arrangements for filling of fuel and lubricants and check the conditions of the vehicle before each trip, at his own expense. BPCL BARGARH BIO REFINERY WILL NOT BE LIABLE TO PAY FOR PRICES OF LUBE OIL, REPAIRS OF VEHICLE, ANY COMPENSATION FOR HIKE IN PRICES OF LUBE OIL AND SPARE PARTS ETC., DURING THE TENURE OF THIS CONTRACT. The quoted rates shall be firm till completion of the contract, and no revision/escalation shall be applicable during the tenure of the contract except for cost of fuel as explained vide clause 7.10 below. Any hike or revision in the price of lubricants, spare parts etc., shall be to contractor's account and BPCL Bargarh Bio Refinery will not consider any claims for reimbursement/additional payment, on account of the same.

7.10. Payment on account of fuel price (diesel) escalation / de-escalation, both upward and downward shall be applicable on account of fluctuation of diesel prices only when the variation in diesel price is more than 10 percent with respect to the diesel price on the date of creation of this Request For Quotation (RFQ). Escalation / de-escalation on running cost will be paid on the following basis:

7.11. Escalation / de-escalation on running cost/Km will be  
 [Escalated / de-escalated monthly average Price - Prevailing market Price  
 as on date of RFQ\*]  
 Divided by mileage of the Ambulance.  
 Mileage of the ambulances shall be considered as clause 7.12 below.

7.12. Based on the above, the contractor will be paid/recovered charges for increase/decrease in Diesel price (only when the variation in diesel price is +/- 10 percent) for the Actual Distance (in Km) travelled subsequently to the date of price escalation / de-escalation. Similarly, for decrease in diesel price, appropriate deduction in monthly bills will be made. No other rate/charges shall be charged on account of price variation of diesel. The price of diesel per litre prevailing on the date of creation of RFQ is as under:

As on the date of creation of RFQ:

\* Diesel price at **Bhatli BPCL Pump** in Bargarh: Rs .....as on date      /  
/ 20

Above method of calculation will apply to all class of ambulances under the contract.

- 7.13. The contractor should abide by the Security regulations of BPCL Bargarh Bio Refinery and shall strictly adhere to and enforce all safety and fire protection rules of Bio Refinery during the performance of the work. WHILE RUNNING INSIDE BIO REFINERY, COMPANY APPROVED FLAME ARRESTORS SHOULD BE FIXED IN ENGINE EXHAUSTS, which are to be procured and fixed by the contractor at his cost.
- 7.14. BPCL Bargarh Bio Refinery will be providing uncovered parking space for the vehicle and restroom for the drivers under contract near the main gate/within the boundary of Bio Refinery premises. BPCL Bargarh Bio Refinery will not provide food etc. to the driver. BPCL Bargarh Bio Refinery shall have no responsibility in case of accidents or theft or damages, while the ambulance is within the boundary of Bio Refinery or outside Bio Refinery premises. It is also the responsibility of the contractor to arrange food and other items/facilities to the drivers deployed by him inside Bargarh Bio Refinery during the period of Strike, Hartal etc. affecting the Public/Bargarh Bio Refinery.
- 7.15. It is the responsibility of the contractor to meet all claims for compensation under the Workmen's Compensation Act or under any other law including in respect of accidents or injury or death suffered by workmen engaged by him or passengers or third parties during the period of contract. The contractor alone shall be responsible and liable in respect of claims under the Workmen's Compensation Act and all other acts aforesaid and BPCL Bargarh Bio Refinery shall not under any circumstances be liable for any such claims. The contractor shall also cover the drivers under **ESI/PF** as required under the law of all regular ambulances operated inside the BPCL Bargarh Bio Refinery.
- 7.16. In the event BPCL Bargarh Bio Refinery points out any deviations / non-compliance of the terms and conditions of contract, it will be the responsibility of the contractor to take immediate remedial measures.
- 7.17. The contractor has to arrange daily cleaning and washing of the ambulances, at his cost to ensure that the ambulances are clean and tidy at all times.

## **8.0. Payment terms.**

- 8.1. Payment shall be made on a monthly basis, on raising the required invoice / bills along with original trip sheets, statement showing details of days used, working of the average running Kilometer per day for the month and excess kilometer, if any, as per format by the contractor. The contractor



shall submit abstract of bill as per rates agreed to in the value contract and as per the format specified by the Officer of HSSE Section of Bio Refinery.

- 8.2. The rate quoted per vehicle per day, shall be applicable for running the vehicle, for BPCL Bargarh Bio Refinery, for an AVERAGE RUNNING KILOMETER PER DAY as specified in the respective individual line item. For the purpose of billing/payment, the ACTUAL AVERAGE RUNNING KILOMETER PER DAY shall be derived from the following formula:

IF

A = ACTUAL AVERAGE RUNNING KILOMETER OF THE VEHICLE PER DAY

B = **TOTAL RUNNING KILOMETER** OF THE VEHICLE FOR ONE MONTH, BASED ON LOGBOOK/TRIP SHEETS

C = **TOTAL NUMBER OF DAYS** THE VEHICLE HAS RUN FOR THE BPCL BARGARH BIO REFINERY, DURING THE MONTH BASED ON LOGBOOK/TRIP SHEETS.

THEN  $A = B / C$

- 8.3. If the actual Average Running Kilometer per day, as calculated above, is greater than the average running Kilometer specified in the respective individual line items, then the applicable rate for additional KM over and above the average running Kilometer specified in respective individual line items, shall be applicable.

Example: - If "A" is the actual average running KM per day as computed above, Additional payment = (A - Average running Kilometer specified in the respective individual line item) X Actual Number of days the vehicle is operated during the month X Rate as applicable per additional KM for the item.

- 8.4. In the event of the actual average running kilometer per day calculated as above is less than the average running Kilometer specified in the respective individual line items, then deduction will be made for the downward reduction from the average running Kilometer at a rate of Rs. 10 per kilometer.

Example: - If "A" is the actual average running KM per day as computed above, Deduction= (Average running Kilometer specified in the respective individual line item - A) X Actual Number of days the vehicle is operated during the month X 10.

- 8.5. Prorate deduction will be made for the hours/days in case the vehicle is not operated as specified against individual line items of this.

- 8.6. BPCL Bargarh Bio Refinery reserves the right to terminate the contract if any of the conditions mentioned in the Special Conditions of Contract/General Conditions of Contract, for this job, is violated by the contractor. The performance will be closely monitored by BPCL Bargarh Bio Refinery, and the contract may be terminated if the performance is not found satisfactory.
- 8.7. The authorized representative of BPCL Bargarh Bio Refinery, who coordinates the contract, will be the Head of HSSE for the job.
- 9.0 General Conditions of Contract (GCC), Liquidated Damages and Security Deposit clause are applicable.**

## **B- Scope of Work – Medical NURSE for Occupational Health Centre (OHC) & Ambulance**

BPCL BARGARH BIO REFINERY(BBBR) intends to engage the successful Vendor / Contractor for a period of twenty-four months (24months) to provided two Nursing staffs in following position –

(i)As a staff Nurse to operate and maintain Occupational Health Centre (OHC)

&

(ii)As a medical staff at work spot / assistance to Driver to maintain the Ambulance Service of Bargarh Bio Refinery.

The engaged both Nurse Staff, shall work in rotating shift, 3 shift in a day, 24x7, in all days of the year. **Male Nurse** shall be arranged in each shift duty. The vendor may employ suitable number of nurses to cover weekly off, leave, and other statutory requirements.

The Nurses shall meet the following requirements:

**Qualification:** Bachelor of Science in Nursing (BSc-Nursing) degree / Bachelor of Science in Nursing (BSN) degree / BSc Nursing or GNM (General Nursing & Midwifery) and Registered with Nursing council / Medical Nursing Council of India. Candidate shall have basic computer literacy+

- Experience: Minimum 2 years' experience (preferable in ICU). Shall have sufficient experience of handling the emergency cases.
- Age limit: Shall be less than 58 years during the contract period.

### **Scope of Work:**

1. Medical Coverage by nurses to be provided round the clock in all the three shifts (services round a clock 24X7). Number of Nurses are two per shift. (OHC Service and Ambulance Service)
2. The nurses shall be required to work in rotating shift on all 365 days of the year and perform their duties as per the duty Rota notified to them by BPCL Bargarh Bio Refinery from time to time.
3. Transport /Meals / snacks would not be provided by BPCL Bargarh Bio Refinery, the individuals must make their own arrangement for the same or contractor shall make arrangement for the same.
4. The nurses shall report to of the Medical Centre and their duties will Medical Officer or HSSE Head of BPCL Bargarh Bio Refinery include the following:
  - 4(a). To assist the duty doctor during the industrial injuries and medical emergencies, ensuring immediate aid, treatment and evacuation, handling and caring the patients in the ward etc.

- 4(b). To assist the doctor's during the examination and treating the employees for other ailments and injuries.
- 4(c). To assist the Ambulance Driver's during transport of the patient from the worksite to Occupational Centre of Bargarh Bio Refinery.
- 4(d). To arrange the FIRST AID treatment for the patient at the worksite of the Bargarh Bio Refinery.
- 4(e). To assist the Ambulance Driver's for the shifting of the patient from the Occupational Centre of Bargarh Bio Refinery to other Local Hospital as per the instruction of Medical Officer and HSSE Head.
- 4(f). Nurses shall carry out all relevant tests e.g., ECG/PFT/Audiometry /Titmus vision test/BMI test/x-ray/blood tests required for Periodical, Pre-Employment Medical Check-up.
- 4(g). To assist the doctor for Special and other Medical Examination of the employees as per the relevant schedule. Assist the Doctor to upload the patient's data in the online system-EHMS (Employee Health Management System).
- 4(h). To Assist the Doctor to administer the inoculations / vaccinations to the employees.
- 4(i). To assist the Medical Officer/ HSSE Head in the training of the workforce on the relevant issues as well as carrying out the industrial hygiene activities, epidemiological evaluations and other occupational Health activities.
- 4(j). The Nurses shall require carrying out or assist in any other medical / health related duties assigned by Medical Officer or HSSE Head from time to time.
- 4(k). Nurses need to coordinate with the hospital authorities and follow up with the patient when the patient is hospitalized through OHC as per instruction by duty doctor.
- 4(l). Nurses need to carry out day to day activities of the Medical Centre and help the HSSE head in the general administration.
- 4(m). Nurses need to be made available in the Bargarh Bio Refinery site at a time in case of any emergency situations and if so, asked by the Medical Officer / HSSE head / Plant Head.
- 4(n). Nurses need to carry out any other relevant duties assigned by medical officer / HSSE head.

#### 4.0 SPECIAL CONDITION OF CONTRACTS:

- 4.1. No person shall be allowed to continue duty beyond 16 Hrs. at a stretch. Minimum 8 Hrs. intervals shall be provided to the person in between 2 consecutive duties.
- 4.2. Minimum one weekly off shall be provided after completion of 6 days of duty. In case a person required to work on his off day, compensatory off shall be given before 10th day of continuous working.
- 4.3. All the staff of the contractor deputed to OHC BPCL Bargarh Bio Refinery shall obey the rules and regulations in vogue at BPCL Bargarh Bio Refinery. They shall behave gently to all personnel such as BPCL Bargarh Bio Refinery employees and employees of other contractors working within the refinery. Any indiscipline in this regard shall lead to termination of the service of the person and the vendor shall provide suitable replacement immediately.
- 4.4. All the staff of the contractor deputed to OHC BPCL Bargarh Bio Refinery shall undergo HSSE training prior to assuming duty. HSSE training will be arranged by BPCL Bargarh Bio Refinery free of cost.
- 4.5. All people deployed shall be physically fit for working in Bargarh Bio Refinery. Medical fitness certificates of all personnel from a qualified medical practitioner shall be submitted to BPCL Bargarh Bio Refinery for review. The employees shall also undergo periodic health annually as advised by BPCL Bargarh Bio Refinery.
- 4.6. Contract staff for various works as per the scope of this job, shall abide to all security and administrative rules of BPCL Bargarh Bio Refinery, released from time to time.
- 4.7. Staff engaged by contractor / contract staff, shall maintain discipline while working inside the Bargarh Bio Refinery and outside as well. In no case BPCL reputation shall be get affected by the actions / non-compliance of rules by the contractor.
- 4.8. Any staff indulging in malpractices, unethical practices which causing financial loss / damage to BPCL shall be dismissed immediately and the amount towards the losses shall be recovered from contractor, per each such instance.
- 4.9. Enough mandatory PPE's as per BPCL Standards shall be provided to all staff nurses engaged by the contractor at their cost. The Nurses shall wear white pant and half sleeve shirt while on duty at OHC, and safety shoe, helmet, safety goggles as mandatory PPEs while working hours in the refinery plant site. The following below minimum PPE's need to be issued to the employee annually:
  - 4.9.(i). 2 pairs of uniform (white pant and half sleeve shirt) annually.

4.9.(ii). 2 pairs of nursing apron annually

4.9. (iii). One safety helmet annually as per BPCL approved standard.

4.9.(iv). One safety shoe annually as per BPCL approved standard.

4.10. Pre-employment medical examination and Periodic medical examination shall be carried for all the contract employees. Medical examination shall be in contractor's scope. Contractor shall submit the medical certificate after medical examination to BPCL Bargarh Bio Refinery.

4.11. PLI (Public Liability Insurance) for the contract employees shall be taken and copy of the same shall be submitted to Section HSSE of Bio Refinery within 15 working days from effective date of contract.

4.12. A suitable system shall be in place for attendance recording of staff while reporting / relieving and records of attendance shall be submitted to Section HSSE on monthly basis.

4.13. Shift schedule shall be in line with BPCL Bargarh Bio Refinery shift timings. Shift schedule of the nurses on a monthly basis shall be prepared and submitted to Section HSSE in the last week of every month for the next month.

4.14. Any Nurse staff resigned shall be relieved only after one month from the date of acceptance of resignation.

4.15. Trained and experience manpower shall be provided to replace early relieving cases, in case of resignation.

4.16. Resignation notices received by contractor shall be informed in writing to BPCL Bargarh Bio Refinery with action plan to retain / relieve the person without affecting the designated jobs as per the scope of this tender.

4.17. The contractor shall organize and conduct induction training; refresher training and periodic training in functional & technical aspects, statutory compliances, HSSE trainings, etc. to the staff employed by them on annual basis and report shall be submitted to BPCL Bargarh Bio Refinery.

4.18. Contractor shall comply with all statutory Acts and Rule as applicable for employing manpower and operating the contract, including the amendments from time to time

4.19. The contractor shall give necessary leave with wages to his employees as per the relevant statutory requirement and maintain the record in a register in the format specified in the statutes.



- 4.20. The Contractor shall also when called up on by the Corporation or his duly authorized representative, produce necessary proof of compliance of the various statutory obligations pertaining to his employees.
- 4.21. Contractor shall take adequate insurance coverage for all his properties and facilities used for this job and the BPCL Bargarh Bio Refinery shall in no way be liable for any loss, damage or theft to these properties / facilities due to whosoever reason.
- 4.22. The contractor shall cover all the employees engaged by him under ESI Act as well as EPF Acts and shall submit necessary records and return in proof of compliance of these statutory enactments.
- 4.23. Payment terms: Payment term as per GCC. 100% payment will be made based on actual executed quantities after satisfactory completion and due certification of BPCL Engineer-in-charge against bills. Monthly against bills duly certified by BPCL Bargarh Bio Refinery officer of HSSE. Retention money clause & LD clause are not applicable to this job.
- 4.24. Penalty for Failure to Mobilize Manpower / Unavailability of Manpower as per Agreed Staffing Plan:
- 4.24(a). The Contractor shall be penalized for failure to mobilize manpower as per planned /scheduled organogram agreed as per contract. Penalty shall also be applicable for unavailability of manpower as per the agreed staffing plan during the period. Tolerance of 16 Man hour / month shall be given, beyond that flat Rs. 5000 per staff per day shall be deducted from the monthly invoices for not complying to the agreement until the normal staffing plan is restored.
- 4.24(b). Any deficiency in providing any kind of services, as pointed out by BPCL Bargarh Bio Refinery, shall be made good in respect of manpower or otherwise within 48 (forty eight) hours of time after having been indicated by BPCL Bargarh Bio Refinery in writing, failing which such deficiencies shall be made good at the sole risk and cost of the contractor & suitable penalty as decided by Section Head of HSSE will be levied limited to 10% of annual contract value.
- 4.25. Nurse staff has to be deployed on all days for the period of contract. Contractor shall arrange manpower during holiday / bandh / hartal / strike. Contractor will not be eligible for any claim other than the normal amount during these days. The operation of Occupational Health centre at BPCL Bargarh Bio Refinery comes under essential category of job. Hence the personnel deployed by contractor at Occupational Health centre at BPCL Bargarh Bio Refinery shall not participate in any strike leading to absence of required personnel from the duty and hindrance to health-related operation at BPCL Bargarh Bio Refinery. If any such eventuality arises, The

BPCL Bargarh Bio Refinery will be at full authority to make alternate arrangements for operating the Occupational Health centre and suspending the existing contract with an immediate notice.

- 4.26. Bidder shall indemnify the BPCL from and against all payment by way of compensation.
- 4.27. Contractor and Nursing staff deployed shall be Indian national.
- 4.28. Contractor has to prove the experience of Nursing staff by providing sufficient documents to the satisfaction of BPCL Bargarh Bio Refinery. BPCL Bargarh Bio Refinery representative may interview the personnel proposed to be deployed and can reject any person and Corporation's decision will be final in this regard.
- 4.28(a) The contractor shall furnish the list of Nursing Staff intended to be employed by him at least 15 days prior to the anticipated date of commencement of the operation with their details, experience certificate etc. Also, the contractor shall obtain the security entry pass for all his Nursing staff selected for employment satisfying all pre-requisites such as police verification, ESI, EPF, Insurance, HSSE training etc as the case may be at least 5 days prior to the anticipated date of commencement of contract. Failure to follow above time frame may lead to termination of the contract as it is very necessary to ensure round the clock operation considering the health safety of this vital installation of BPCL Bargarh Bio Refinery.
- 4.29. Personnel deployed shall be healthy and shall not have any permanent ailment or disablement. BPCL Bargarh Bio Refinery may arrange for medical examination of the contract Nursing staff deployed and may reject any personnel on health grounds. In this case, BPCL Bargarh Bio Refinery's decision will be final, and the Contractor shall make alternate arrangement to supply new Nursing staff based on relevant clauses mentioned above.
- 4.30. BPCL Bargarh Bio Refinery at its own discretion can ask contractor to provide another person based on the non-performance of contract Nursing staff.
- 4.31. The contractor alone shall be responsible and liable in respect of claims under the Workmen's Compensation Act and all other acts aforesaid and BPCL Bargarh Bio Refinery shall not under any circumstances be liable for any such claims. The contractor shall also cover the Nurse Staff under ESI/PF as required under the law of all regular ambulances operated inside the BPCL Bargarh Bio Refinery.
- 4.32. The contractors shall abide ENTRY / EXIT, IN & OUT Gate Passes, Security Checking/Frisking and any other modalities adopted in future.



4.33. 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. The contractor shall maintain proper records / registers as necessary and submit them at the end of each month and at the time of completion of the job as required by the Contract Labour Regulation and Abolition Act, 1970

#### **5.0 TERMINATION OF CONTRACT:**

BPCL Bargarh Bio Refinery reserves the right to terminate this contract any time during the period of operation by giving 30 days advance notice. BPCL Bargarh Bio Refinery may consider claims from the Contractor, due to the termination by BPCL Bargarh Bio Refinery, as are deemed fair and reasonable and are in line with contract terms and conditions and supported by vouchers to the satisfaction of the Section Head of HSSE. The BPCL Bargarh Bio Refinery 's decision on any such claims from the Contractor shall be final and binding on the Contractor.

#### **6.0 CONTRACT PERIOD:**

This contract period shall be valid for 24 months from the commencement of the operation.

#### **7.0. Payment terms.**

7.1. Payment shall be made on a monthly basis, on raising the required invoice / bill by the vender.

#### **8.0 General Conditions of Contract (GCC), Liquidated Damages and Security Deposit clause are applicable.**

### **C. Scope of Work – Medical OFFICER for Occupational Health Centre (OHC)**

BPCL BARGARH BIO REFINERY(BBBR) intends to engage the successful Vendor / Contractor for a period of twenty-four months (24months) to provide the **Medical Officer** for duty at the Occupational Health Centre, BPCL Bargarh Bio Refinery, Bargarh.

The requirements and the proposed terms and conditions are given below:

#### **Qualification/Eligibility**

1. The Medical officer should possess MBBS degree certificate from a recognized university in India and must be registered with the Indian Medical Council or State Medical Council.
2. The Medical officer should have a minimum of 3years' experience in industry sector or large hospital.
3. The Medical officer should not have completed 58 years of age.

### **Scope of Work**

1. The Occupational Health Centre is functioning on all days of the year at BPCL Bargarh Bio Refinery, the Medical Officer will be required to attend General shift duty (09.00 am – 6.00 pm), six days in week. Medical Officer shall report for duty in weekly OFF DAY as required in the event of emergency and the payment shall be done proportionately. The Medical Officer shall coordinate all the activities of Bargarh Bio Refinery Occupational Health Centre (OHC) as indicated below:
  - 1.1. Coordinate and arrange for the smooth conduct of statutory and mandatory Health check-up of employees of Bargarh Bio Refinery and other requirements with respect to hospitalization etc.
  - 1.2. To conduct / manage Medical OPD & other routine operational activities of OHC as assigned by HSSE (Administrative support/ OHC data preparation/upkeeps of medical equipment's / Bio-medical waste disposal / other statutory requirements / inventory management for medicines / services of nurse staff, ambulance driver and Pharmacist).
  - 1.3. Medical examination of contractual workers including Pre-Employment / Periodical Health Check-up and ensure the fitness of the candidate for the job
  - 1.4. To manage acute Medical & Surgical Emergencies /injury / illness, their first aid & need based referral to ensure best outcome.
  - 1.5. Liaison with government health authorities and other private tertiary care centres for carrying out medical treatment related activities.
  - 1.6. To prepare weekly MIS for OHC, reporting to HSSE, to draw annual plan, ensure its implementation, periodic review of plan & identify opportunities for improvement.
  - 1.7. Provide First Aid Training to BPCL Bargarh Bio Refinery staff / Medical Assistants, Conduct community health Program(inside & outside premises), coordinate welfare activities of the employees.
  - 1.8. Ensure that, Occupational Health Centre shall be suitably equipped to manage medical emergencies.
  - 1.9. Coordinate all internal & external audits.
  - 1.10. Coordinate the activities with respect to the appointment of contract staff at Occupational Health Centre -Nurse, Ambulance Driver & Pharmacist.
  - 1.11. Arrange/conduct pre-employment / contractor check-up etc.

- 1.12. Conduct training and to organize health talk to the BPCL Bio Refinery employees and Contract employees on regular basis as and when required.
- 1.13. To facilitate smooth functioning of the Occupational Health Centre, BPCL Bargarh Bio Refinery and provide high quality medical services, Medical Officer should liaise with Multi specialty hospital in and around Bargarh for the medical care of staff.
- 1.14. Coordinate the audit for Industrial Hygiene and Occupational Health Surveillance.
2. The contractor shall successfully contract with hospital to provide the Medical Officer for attending duty at OHC, BPCL Bargarh Bio Refinery.
3. The Medical Officer, who attending duty at the Occupational Health Centre, should not be changed during the period of contract.
4. The Medical officer, should make own arrangements for to and fro transportation, to attend work at BPCL Bargarh Bio Refinery OHC. Meals / snacks would not be provided by BPCL Bargarh Bio Refinery.
5. The period of contract shall be for 24 months from the date of commencement of the contract.
6. The Medical officer shall be employees of the successful contracting hospital.
7. The successful contracting hospital shall comply with all the legal requirements in respect of the Medical Officer, during their service at Occupational Health Centre, like Minimum Wages Act, Employees State Insurance Act, Employees Provident Fund Act, payment of Wages Act, Payment of Gratuity Act and all other statutory requirements that are applicable to them. The quoted rate shall cover all such costs.
8. If the Medical officer does not report for work at OHC, Payment will be deducted proportionately for the absence during the working hours i.e. 8 hrs.
9. The Unit of Measure "S 08" means Shift of 8 hours.
10. The respective "S 08 " rates quoted for the Medical officer will be the same for all the days.
11. Payment to the Contractor, in respect of the professional services rendered by the Medical officer will be made on monthly basis against a separate invoice / bill submitted by the successful contracting hospital. No advance payment shall be made by BPCL Bargarh Bio Refinery.
12. As per usual practice, TDS at the rate of 10% will be deducted from the amount payable to the vender / the successful contracting hospital. The same will not be deducted if a copy of the exemption certificate under Sec. 197 of the IT act is produced along with the monthly invoice / bill.
13. Gate pass is mandatory to enter inside BPCL Bargarh Bio Refinery premises. Contractor shall be responsible for preparing gate pass. BPCL Bargarh Bio Refinery will provide necessary assistance in the gate pass creation process.

Time taken in process of creating gate pass shall not be considered for payment. All formalities required for preparation of entry gate passes shall be carried out by contractor at his own cost.

14. The Medical officer shall follow the safety regulations stipulated by BPCL Bargarh Bio Refinery while working inside refinery premises.
15. Personal Protective equipment like safety shoes, safety helmet, Safety goggles, Safety gloves and Duster coat shall be arranged by the contractor. Personnel deployed shall strictly adhere to BPCL Bargarh Bio Refinery safety rules and regulations.
16. **GCC (General Conditions of Contract) is applicable, except for LD (Liquidated damages) and SD (Security Deposit) clauses.**

You are requested to quote rates for providing the Medical Officer as per the terms and conditions listed above, for ONE 8-hour duty. This rate shall include compensation for all the statutory contributions, leave, off and all other benefits applicable to them. BPCL Bargarh Bio Refinery will not pay anything over and above this rate except for service tax, if applicable. The job will be awarded to Contractor, who quotes the lowest rate.

#### **D- Scope of Work – Pharmacist for Occupational Health Centre (OHC)**

BPCL BARGARH BIO REFINERY(BBBR) intends to engage the successful Vendor / Contractor for a period of twenty-four months (24months) to provided Pharmacist staff to operate and maintain BPCL Bargarh Bio Refinery Occupational Health Centre (OHC). The Pharmacist staff engaged shall work in General shift duty (09.00am – 6.00pm), six days in week. The vendor may employ suitable pharmacist to cover leave, and other statutory requirements.

The Pharmacist staff shall meet the following requirements:

**Qualification:** D. Pharma (Diploma in Pharmacy) from recognized Govt.Institute. Candidate shall have basic computer literacy+

- Experience: Minimum 2 years' experience (preferable in ICU). Shall have sufficient experience of handling the emergency cases.
- Age limit: Shall be less than 58 years during the contract period.

#### **Scope of Work**

1. The Pharmacist shall be required to work in General shift (09.00am – 6.00pm) six days in week.
2. Transport /Meals / snacks would not be provided by BPCL Bargarh Bio Refinery, the individuals have to make their own arrangement for the same or contractor shall make arrangement for the same.

3. The Pharmacists shall report to of the Medical Centre and their duties will Medical Officer or nominated HSSE Head of BPCL Bargarh Bio Refinery include the following:

- a. To assist the duty doctor during the industrial injuries and medical emergencies, ensuring immediate aid, treatment and evacuation, handling and caring the patients in the ward etc.
- b. To assist the doctor's during the examination and treating the employees for other ailments and injuries
- c. Pharmacists carefully check prescriptions to ensure accurate dispensing of medications and provide relevant counselling to patients.
- d. Work closely with medical officer, Staff Nurses, and other healthcare professionals to optimize patient drug therapy.
- e. To Assist the Doctor to administer the inoculations / vaccinations to the employees.
- f. To assist the Medical Officer/ HSSE Head in the training of the workforce on the relevant issues as well as carrying out the industrial hygiene activities, epidemiological evaluations and other occupational Health activities.
- g. The Pharmacist shall require carrying out or assist in any other medical / health related duties assigned by Medical Officer or HSSE Head from time to time.
- h. Pharmacist need to coordinate with the hospital authorities and follow up with the patient when the patient is hospitalized through OHC as per instruction by duty doctor.
- i. Pharmacist need to carry out day to day activities of the Medical Centre and they oversee inventory management, including ordering, stocking, and maintaining the quality and safety of medications.
- j. Pharmacist need to be made available in the Bargarh Bio Refinery site at a time in case of any emergency situations and if so, asked by the Medical Officer / HSSE head / Plant Head.
- k. Pharmacist need to carry out any other relevant duties assigned by medical officer / HSSE Head.

#### 4.0 SPECIAL CONDITION OF CONTRACTS:

4.1. All the staff of the contractor deputed to OHC BPCL Bargarh Bio Refinery shall obey the rules and regulations in vogue at BPCL Bargarh Bio Refinery. They shall behave gently to all personnel such as BPCL Bargarh Bio Refinery employees and employees of other contractors working within the refinery. Any indiscipline in this regard shall lead to termination of the service of the person and the vendor shall provide suitable replacement immediately.



- 4.2. All the staff of the contractor deputed to OHC BPCL Bargarh Bio Refinery shall undergo HSSE training prior to assuming duty. HSSE training will be arranged by BPCL Bargarh Bio Refinery free of cost.
- 4.3. All people deployed shall be physically fit for working in Bargarh Bio Refinery. Medical fitness certificates of all personnel from a qualified medical practitioner shall be submitted to BPCL Bargarh Bio Refinery for review. The employees shall also undergo periodic health annually as advised by BPCL Bargarh Bio Refinery.
- 4.4. Contract staff for various works as per the scope of this job, shall abide to all security and administrative rules of BPCL Bargarh Bio Refinery, released from time to time.
- 4.5. Staff engaged by contractor / contract staff, shall maintain discipline while working inside the Bargarh Bio Refinery and outside as well. In no case BPCL reputation shall be get affected by the actions / non-compliance of rules by the contractor.
- 4.6. Any staff indulging in malpractices, unethical practices which causing financial loss / damage to BPCL shall be dismissed immediately and the amount towards the losses shall be recovered from contractor, per each such instance.
- 4.7. Enough mandatory PPE's as per BPCL Standards shall be provided to all Pharmacist engaged by the contractor at their cost. The Pharmacist shall wear white pant and half sleeve shirt while on duty at OHC, and safety shoe, helmet, safety goggles as mandatory PPEs while working hours in the refinery plant site. The following below minimum PPE's need to be issued to the employee annually:
  - 4.7.(i). 2 pairs of uniform (white pant and half sleeve shirt) annually.
  - 4.7. (ii). One safety helmet annually as per BPCL approved standard.
  - 4.7.(iii). One safety shoe annually as per BPCL approved standard.
- 4.8. Pre-employment medical examination and Periodic medical examination shall be carried for all the contract employees. Medical examination shall be in contractor's scope. Contractor shall submit the medical certificate after medical examination to BPCL Bargarh Bio Refinery.
- 4.9. PLI (Public Liability Insurance) for the contract employees shall be taken and copy of the same shall be submitted to Section HSSE of Bio Refinery within 15 working days from effective date of contract.
- 4.10. Any Pharmacist staff resigned shall be relieved only after one month from the date of acceptance of resignation.

- 4.11. Resignation notices received by contractor shall be informed in writing to BPCL Bargarh Bio Refinery with action plan to retain / relieve the person without affecting the designated jobs as per the scope of this tender.
- 4.12. The contractor shall organize and conduct induction training; refresher training and periodic training in functional & technical aspects, statutory compliances, HSSE trainings, etc. to the staff employed by them on annual basis and report shall be submitted to BPCL Bargarh Bio Refinery.
- 4.13. Contractor shall comply with all statutory Acts and Rule as applicable for employing manpower and operating the contract, including the amendments from time to time
- 4.14. The contractor shall give necessary leave with wages to his employees as per the relevant statutory requirement and maintain the record in a register in the format specified in the statutes.
- 4.15. The Contractor shall also when called up on by the Corporation or his duly authorized representative, produce necessary proof of compliance of the various statutory obligations pertaining to his employees.
- 4.16. Contractor shall take adequate insurance coverage for all his properties and facilities used for this job and the BPCL Bargarh Bio Refinery shall in no way be liable for any loss, damage or theft to these properties / facilities due to whosoever reason.
- 4.17. The contractor shall cover all the employees engaged by him under ESI Act as well as EPF Acts and shall submit necessary records and return in proof of compliance of these statutory enactments.
- 4.18. Payment terms: Payment term as per GCC. 100% payment will be made based on actual executed quantities after satisfactory completion and due certification of BPCL Engineer-in-charge against bills. Monthly against bills duly certified by BPCL Bargarh Bio Refinery officer of HSSE. Retention money clause & LD clause are not applicable to this job.
- 4.19. Penalty for Failure to Mobilize Manpower / Unavailability of Manpower as per Agreed Staffing Plan:
- 4.20(a). The Contractor shall be penalized for failure to mobilize manpower as per planned /scheduled organogram agreed as per contract. Penalty shall also be applicable for unavailability of manpower as per the agreed staffing plan during the period. Tolerance of 8 Man hour / month shall be given, beyond that flat Rs. 5000 per staff per day shall be deducted from the monthly invoices for not complying to the agreement until the normal staffing plan is restored.

- 4.20(b). Any deficiency in providing any kind of services, as pointed out by BPCL Bargarh Bio Refinery, shall be made good in respect of manpower or otherwise within 48 (forty eight) hours of time after having been indicated by BPCL Bargarh Bio Refinery in writing, failing which such deficiencies shall be made good at the sole risk and cost of the contractor & suitable penalty as decided by Section Head of HSSE will be levied limited to 10% of annual contract value.
- 4.22. Contractor shall arrange manpower during hartal / strike. Contractor will not be eligible for any claim other than the normal amount during these days. The operation of Occupational Health centre at BPCL Bargarh Bio Refinery comes under essential category of job. Hence the personnel deployed by contractor at Occupational Health centre at BPCL Bargarh Bio Refinery shall not participate in any strike leading to absence of required personnel from the duty and hindrance to health-related operation at BPCL Bargarh Bio Refinery. If any such eventuality arises, The BPCL Bargarh Bio Refinery will be at full authority to make alternate arrangements for operating the Occupational Health centre and suspending the existing contract with an immediate notice.
- 4.23. Bidder shall indemnify the BPCL from and against all payment by way of compensation.
- 4.24. Contractor has to prove the experience of Pharmacist staff by providing sufficient documents to the satisfaction of BPCL Bargarh Bio Refinery. BPCL Bargarh Bio Refinery representative may interview the personnel proposed to be deployed and can reject any person and Corporation's decision will be final in this regard.
- 4.25 The contractor shall furnish the list of Pharmacist Staff intended to be employed by him at least 15 days prior to the anticipated date of commencement of the operation with their details, experience certificate etc. Also, the contractor shall obtain the security entry pass for all his Pharmacist staff selected for employment satisfying all pre-requisites such as police verification, ESI, EPF, Insurance, HSSE training etc as the case may be at least 5 days prior to the anticipated date of commencement of contract. Failure to follow above time frame may lead to termination of the contract as it is very necessary to ensure round the clock operation considering the health safety of this vital installation of BPCL Bargarh Bio Refinery.
- 4.26. Personnel deployed shall be healthy and shall not have any permanent ailment or disablement. BPCL Bargarh Bio Refinery may arrange for medical examination of the contract Pharmacist staff deployed and may reject any personnel on health grounds. In this case, BPCL Bargarh Bio Refinery's decision will be final, and the Contractor shall make alternate



arrangement to supply new Pharmacist staff based on relevant clauses mentioned above.

- 4.27. BPCL Bargarh Bio Refinery at its own discretion can ask contractor to provide another person based on the non-performance of contract Pharmacist staff.
- 4.28. 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. The contractor shall maintain proper records / registers as necessary and submit them at the end of each month and at the time of completion of the job as required by the Contract Labour Regulation and Abolition Act, 1970.
- 4.29. Due to any strike, Hartal, lock out or closure or any such force majeure happenings, the operation of the Occupational Health Centre shall not be suspended by vendor.

## **5.0 TERMINATION OF CONTRACT:**

BPCL Bargarh Bio Refinery reserves the right to terminate this contract any time during the period of operation by giving 30 days advance notice. BPCL Bargarh Bio Refinery may consider claims from the Contractor, due to the termination by BPCL Bargarh Bio Refinery, as are deemed fair and reasonable and are in line with contract terms and conditions and supported by vouchers to the satisfaction of the Section Head of HSSE. The BPCL Bargarh Bio Refinery 's decision on any such claims from the Contractor shall be final and binding on the Contractor.

## **6.0 CONTRACT PERIOD:**

- 6.1. This contract period shall be valid for 24 months from the commencement of the operation.

## **7.0. Payment terms.**

- 7.1. Payment shall be made on a monthly basis, on raising the required invoice / bill by the vendor.

## **8.0 General Conditions of Contract (GCC), Liquidated Damages and Security Deposit clause are applicable.**

**SCHEDULE OF RATES**

Tender for job of “Support services for Occupational Health centre at BPCL Bargarh Bio Refinery, Baulsingh Village, Dist. Bargarh, Odisha”.

Sr. No.	Service code	Service Category	UOM	Qty.	Unit Rate INR	Amount INR	GST (In%)	Landed Amount Inclusive all taxes	HSN / SAC Code
1		Services of Ambulance with Driver	Month	24					
2		Expert Services of Medical Officer (General Shift Total no. 1)	Month	24					
		Services of OHC Pharmacist (General Shift Total no.1)	Month	24					
3		Services of Medical Nurse (Rotating Shift Total no.6+ Reliever Total no.1)	Month	24					
Total - amount (Rs.) for 24 months									

***END OF THE DOCUMENT***

## ANNEXURE

(To be executed on plain paper and applicable for all tenders of value above Rs. 1 Crore)

### INTEGRITY PACT

Between

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

And

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

### Preamble

The Principal intends to award, under laid down organization procedures, contract/s for ..... 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 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.
  - (c) 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.
  - (d) The Bidder/ Contractor/ Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - (e) The Bidder/Supplier/Contractor 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.
- 2. A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.
- 3. 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.



4. 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. Any Bidder/Contractor/Supplier entering into Integrity Pact, aggrieved by any decision/action of the Principal, shall approach the IEMs and await their decision before pursuing any other remedy available to him in law.

  
ANSON KOLETH  
For the Principal

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

Place MUMBAI .....

Witness-1: .....  
(Signature/ Name/ Address)

Date .....

Witness-2: .....  
(Signature/ Name/ Address)

The Independent External Monitors (IEMs) should be contacted, ONLY if there are any complaints related to the tender. Details of IEM (appointed by CVC) are mentioned below:

INDEPENDENT EXTERNAL MONITOR (IEM) DETAIL			
Name	Shri Pradeep Kumar	Shri Ganesh Vishwakarma	Dr. Atanu Purkayashtha
E- Mail Id	pradeepawasthi1981@gmail.com	ganesh_vishwakarma@yahoo.com	dratanu2011@gmail.com





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

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

### **1. OBJECTIVE**

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

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

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

#### **1.1. Social Media**

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

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

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

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

## 1.2. Scope and Applicability

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

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

## 1.3. Relevant Documents

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

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

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

## 2. CONTENT GUIDELINES

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

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

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

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

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

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

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

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

### 3. ACCEPTABLE USAGE OF SOCIAL MEDIA BY BUSINESS PARTNERS

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

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

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

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

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

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

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



#### **4. ENFORCEABILITY AND COMPLIANCE**

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

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## **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.*

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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:

## **COMPLIANCE OF RESTRICTIONS FOR COUNTRIES WHICH SHARE LAND BORDER WITH INDIA**

### **Guidelines on Compliance of Restrictions for Countries which share land border with India – as issued by Govt. of India in July'2020**

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(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.

(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.

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

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

Vanijya Bhawan, New Delhi  
Dated: 19 July, 2024

To

All Central Ministries/Departments/CPSUs/All concerned

**ORDER**

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

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

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

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

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

**Now therefore the following Order is issued:**

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

**Explanatory notes for calculation of local content given above**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**2A. Special treatment for items covered under PLI Scheme**

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

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

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

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

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

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

- a. The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/EPC/Turnkey Contracts/ Services tenders. This provision will be applicable only for those items which have been notified by the Nodal Ministry as Class I i.e. having sufficient local capacity and competition, with specific HSN codes."
- b. Notwithstanding above, if in any project, it is considered that it is not practically feasible to source such items from Class I local suppliers, it may take relaxation from such stipulation with the approval of Secretary of the administrative Ministry/ Department concerned or with the approval of the Competent Authority specified by the Administrative Ministry/Department, on case-specific basis.

**3A. Purchase Preference**

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

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



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

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

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

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



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

- d. First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.
  - e. To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub- paras above.
4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurement where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

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

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

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

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

**9. Verification of local content:**

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

i below.

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

**10. Specifications in Tenders and other procurement solicitations:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- g. may consider any other issue relating to this Order which may arise.
18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.
19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1<sup>st</sup> January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(Himani Pande)

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