

HRS ADMIN FACILITIES

**BHARAT PETROLEUM CORPORATION LIMITED
CHAIRMANS OFFICE, BHARAT BHAVAN,
4 & 6 CURRIMBOY ROAD, BALLARD ESTATE,
MUMBAI, MAHARASHTRA 400001**



Architectural Services and Project Management Consultancy for Proposed Construction of Patient Accommodation Facility at Tata Memorial Centre - Homi Bhabha Cancer Hospital & Research Center (HBCH&RC), Visakhapatnam, Andhra Pradesh

CRFQ No: 1000440899

Tender no:- 22025

**PRE-BID MEETING ON 22.08.2025, 11:00 am to 1:00 pm
VIA MICROSOFT TEAMS**

Join the meeting now

Meeting ID: 429 334 584 087 7

Passcode: mN35Cn6Q

Bid Due date and time: 05.09.2025, 15:00 hrs

SUBJECT: INVITATION TO BID

COMPETITIVE OFFERS ARE INVITED COMPRISING OF BID QUALIFICATION CRITERIA AND PRICE BID FROM ELIGIBLE BIDDERS.

NAME OF WORK: Architectural Services and Project Management Consultancy for Proposed Construction of Patient Accommodation Facility at Tata Memorial Centre - Homi Bhabha Cancer Hospital & Research Center (HBCH&RC), Visakhapatnam, Andhra Pradesh

CRFQ No: 1000440899

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1. ABOUT THE COMPANY:

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

2. OBJECTIVE OF THE TENDER:

Bharat Petroleum Corporation Limited (BPCL) intends to carry out Architectural Services and Project Management Consultancy for Proposed Construction of Patient Accommodation Facility at Tata Memorial Centre - Homi Bhabha Cancer Hospital & Research Center (HBCH&RC), Visakhapatnam, Andhra Pradesh

The objective of this tender is to invite offers for the subject job. You are invited to submit your offer as E-bids comprising Bid Qualification, technical qualification and Price Bid for the above work on the terms and conditions contained in this tender document.

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

Annexure-I	:	Instruction to bidders.
Annexure-II	:	Bid Qualification Criteria, Technical and Price bid Criteria
Annexure-III	:	Scope of Work and terms and conditions
Annexure-IV	:	General Condition of Contract
Annexure-V	:	Integrity Pact
Annexure VI	:	BPCL Social media policy
Annexure-VII	:	formats of forms
Annexure VIII	:	Document upload checklist

Price bid shall have to be submitted online.

4. EARNEST MONEY DEPOSIT (EMD):

The EMD amount for the tender is **Rs. 2,50,000/-**. EMD shall be submitted in the form of Electronic Funds Transfer (NEFT) or Bank Guarantee. The tenderers shall submit an interest-free Earnest Money Deposit in the form of –

- i. NEFT
- ii. Bank Guarantee (BG) executed by any Scheduled Bank approved by Reserve Bank of India as per the pro-forma given in General conditions of contract section (GCC). The BG shall remain valid for a period of six months from the due date of opening of the tender.

Bid received without the “Earnest Money Deposit” is liable to be rejected.

*For NEFT the Bank details are as below:

Beneficiary Name	Bharat Petroleum Corporation Limited
Name of the Bank	ICICI Bank
IFSC Code	ICIC0000106
Type of Account	Current Account
Virtual ID (Account Number)	BPCLSSHRTENDERS

- a) In case EMD is in the form of NEFT, UTR NO. details as proof of transferring the amount to be mentioned in bidders letter head along with Tender ID, Tender title, amount transferred, Date of transfer and scan copy of the same to be uploaded in the e procurement portal under EMD section.
- b) In case EMD is in the form of Bank Guarantee, the bidder should upload the copy of BG in the EMD section of e procurement portal. And it must be submitted in the physical form at our office in a sealed cover addressed to MANAGER(ADMIN FACILITIES),CO with the following boldly super-scribed on the outer cover:
 - Tender ID
 - Tender Title
 - Due Date/ Time

It should be sent by Registered Post/ Courier to the following address to reach on or before the due date & time of the tender:

**Manager Admin facilities CO,
BHARAT PETROLEUM CORPORATION LIMITED
CHAIRMANS OFFICE, BHARAT BHAVAN 1,
4 & 6 CURRIMBHOY ROAD, BALLARD ESTATE,
MUMBAI, MAHARASHTRA 400001**

For MSE Bidder: MSE bidders are exempted from the EMD, provided the Bidder should have uploaded a **copy of "Udhyam Registration Certificate" along with certificate from Chartered Accountant (CA) confirming eligibility for benefits of Public Procurement Policy**. Format of **CA certificate** is enclosed as **“FORM-A”**

The vendor must upload the necessary documents as mentioned above to claim exemption from submission of EMD.

All bidders quoting as Micro and Small Enterprise to claim purchase preference, shall have to upload scanned copy of MSE doc. i.e., valid "Udyam Registration Certificate" along with scanned copy of certificate from Chartered Accountant confirming eligibility for benefits of Public Procurement Policy as per the format attached with tender, failing which such bid will be treated as bid received without EMD and will be rejected.

The CA certificate should be dated after the date of floating of the tender and shall be specific to the tender for which bid is being submitted. The format of the CA certificate is attached in the tender and the bidder needs to submit certificate strictly in the said format else bid shall be rejected at EMD stage (for open tenders).

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 shall not be considered for evaluation.

BPCL will not be responsible for non-receipt of instrument(s) due to postal delay/ loss in transit etc. Bid received without the EMD is liable to be rejected.

Bidders shall upload a scanned copy of the EMD document/documentary proof of NEFT Transfer in the EMD section.

EMD of the unsuccessful bidders shall be returned after the finalization of the award of the contract. No interest shall be paid for the earnest money deposited by the Bidder.

EARNEST MONEY DEPOSIT WILL BE FORFEITED IN THE EVENT OF:

- (a) Withdrawal of offer while the offer is under consideration during the offer validity period.
- (b) Tenderer does not accept our Purchase Order, if placed without prejudice to our rights to recover damages on account of breach of contract.
- (c) Non-confirmation of acceptance of order within the stipulated time after placement without prejudice to our rights to recover damages on account of breach of contract.
- (d) Any unilateral revision made by the tenderer during the validity period of the offer.

Bid received without the EMD is liable to be rejected.

EMD will be returned or refunded by National Electronic Fund Transfer to the successful Bidders after they deposit the Performance Guarantee of requisite value against LOA/Purchase Orders, as placed.

EMD will be returned or refunded by National Electronic Fund Transfer to all the unsuccessful Bidders after placement of order on all successful Bidders.

5. SUBMISSION OF BID & VALIDITY:

- Bids are required to be submitted only through E- Portal on or before the bid submission date and time.
- Physical Bids/ Offers or bids through any other modes shall not be accepted. The offers submitted through the E-Tendering System as above shall only be considered for evaluation and ordering.
- Validity of bid shall be 4 (Four) Months from the final bid due date of submission.

6. TPIA CERTIFICATION:

The successful bidder shall get all the bidding documents which are uploaded certified from an approved TPIA confirming the documents mentioned in BQC Criteria above. TPIAs which are accredited under "NABCB accredited bodies as per requirement of ISO/IEC 17020 as Type A" in QCI's NABCB website (http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php), at no extra cost to BPCL. As a proof of above requirement, a valid certificate stating that the TPI Agency is accredited under "NABCB accredited bodies as per requirement of ISO/IEC 17020 as Type A" in QCI's NABCB website", should be furnished by the bidder.

Contract shall be awarded to the successful bidders only after the above TPIA verified documents are submitted. BPCL, at its sole discretion, reserves the right to verify the documents confirming to BQC & QCBS Criteria by calling for the originals of the documents submitted or by approaching the issuing companies or any other means.

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 shall not be considered for evaluation.

In case of any lapse / failure by successful bidder, job shall not be awarded to the bidder and holiday listing shall be initiated as per the extant policy.

7. Performance Security Deposit: Performance Security deposit is applicable @ 5% of the contract value. The performance security can be collected as Security Deposit, Performance Bank guarantee (PBG) or retention money. PBG as applicable shall be collected within 15 days from the award of the contract or as specified in the tender conditions. However, where the party opts 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 contract value after setting off EMD submitted, if any, within 15 days from the award of the contract and the remaining performance security shall be collected in the form of retention. This clause will supersede the clause no. 18.1 mentioned in GCC (Annexure IV of this document)

8. Pre-Bid Meeting for the tender is scheduled as mentioned below:

22.08.2025 at 11:00 AM

VIA MICROSOFT TEAMS

Join the meeting now

Meeting ID: 429 334 584 087 7

Passcode: mN35Cn6Q

9. Bidders serving any Holiday Listing orders issued by BPCL or MOPNG debarring them from carrying on business dealings with BPCL / MOPNG shall not be considered for evaluation and ordering. Quotations received from such Bidders shall be rejected.
10. BPCL reserves the right to accept any offer in whole or part or reject any or all offers without assigning any reason.
11. If BPCL is unable to evaluate any offer for want of information, such an offer will not be considered.
12. BPCL's decision on any matter regarding short listing of Vendors shall be final and no applicant shall enter any correspondence with BPCL unless asked for.
13. Your online bid should be submitted on or before the due date of this tender. The tender system will automatically close on the due date and time and bidders will not be able to submit their bids after the closing time. Bids not in the prescribed format are liable to be rejected. BPCL does not take any responsibility for any delay in submission of online bids due to connectivity problems or non-availability of site and/or EMD instruments/documents to be submitted in physical form due to postal delay. No claims on this account shall be entertained.
14. Based on the information and documents submitted, the parties who are found to be commercially eligible shall qualify for the next round of the tender viz. price bid.

15. GENERAL INSTRUCTIONS TO BIDDER FOR E-TENDERING

- Interested parties may download the tender from BPCL website (<http://www.bharatpetroleum.in>) or the CPP portal (<http://eprocure.gov.in>) or from the e-tendering website (<https://bpcltenders.eproc.in>) and participate in the tender as per the instructions given therein, on or before the due date of the tender. The tender available on the BPCL website and the CPP portal can be downloaded for reading purposes only. For participation in the tender, please fill up the tender online on the e-tender system available on <https://bpcltenders.eproc.in>.
- For registration on the e-tender site <https://bpcltenders.eproc.in>, one can be guided by the "Bidder Manual" available under the download section of the homepage of the website. As the first step, bidder shall have to click the "Register" link and fill in the requisite information in the "Bidder Registration Form". Kindly remember your email id (which will also act as the login ID), and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Thereafter, login into the portal using your credentials. When you log in for the first time, the system will ask you to add your Digital Signature. Once you have added the Digital Signature, please inform the vendor administrator through Email (Email Ids given below) for approval. Once approved, bidders can login into the system as and when required.

- As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of Class III and above (having both signing and encryption certificates) as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). The cost of obtaining the digital certificate shall be borne by the vendor.
- Corrigendum/amendment, if any, shall be notified on the site <https://bpcltenders.eproc.in>. In case any corrigendum/amendment is issued after the submission of the bid, then such vendors who have submitted their bids, shall be intimated about the corrigendum/amendment by a system generated email. It shall be assumed that the information contained therein has been considered by the vendor. They have the choice of making changes in their bid before the due date and time.
- In case of any corrigendum/addendum issued due to which change in price bid form exists, then in such cases the already submitted bid (before the corrigendum) shall be automatically withdrawn, and bidder shall be informed about such change through system generated notification. It is the responsibility of the bidder to resubmit his bid in such cases and no further claims shall be entertained on this account.
- Vendors are required to complete the entire process online by clicking on FINAL SUBMISSION & RECEIVING CONFIRMATION OF FINAL SUBMISSION ON SCREEN on or before the due date/time of closing of the tender.
- Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
- Vendors are advised to log on to the website (<https://bpcltenders.eproc.in>) and arrange to register themselves at the earliest.
- The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
- Vendors are advised in their own interest to ensure that their bids are submitted in the e-Procurement system well before the closing date and time of bid.
- If the vendor intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted, change / revise the bid and submit once again.

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

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

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

- For system related issues:

M/s. C1 India Help-Desk contact details are available in link [Contact us/Helpdesk \(eproc.in\)](#)

- For tender related issues:

Contact Person	Query Related to	Contact
Nidhi Rao, MANAGER (ADMIN FACILITIES), CO	Tender Document, Pre-Bid Meeting, Tender Due Date	nidhirao@bharatpetroleum.in 022-2271 4247/8697807809
Divya Vutukuru, Chief Manager Admin (HRS) South		divyavutukuru@bharatpetroleum.in 044-26142025, 9920407917
Atul Bele, GENERAL MANAGER (ADMIN FACILITIES), CO		belea@bharatpetroleum.in 9820324133

Yours faithfully,

for **BHARAT PETROLEUM CORPORATION LIMITED**

Sd/-

Atul Bele

GENERAL MANAGER (ADMIN FACILITIES), CO

ANNEXURE-I:

INSTRUCTION TO BIDDERS

1. 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, etc. before submitting the tender and quoting the rates. In case of doubt, written queries should be raised within 7 days from the date of publication of the tender. However, this shall not be a justification for the request for extension of the due date for submission of bids.
2. **REFERENCE FOR DOCUMENTATION:**
 - The number and date of tender must appear on all correspondence before finalization of Contract / Purchase Order.
 - After finalization of Contract / Purchase Order, the number and date of Contract/Purchase Order must appear on all correspondence, invoices, dispatch advice, (including shipping documents if applicable) packing list and on any documents or papers connected with this order.
3. **LANGUAGE OF BID:** The Bid and all supporting documentation and all correspondence exchanged by bidder and Corporation, shall be written in English language only.
4. All documents attached with the Techno Commercial Bid, price bid and all corrigendum issued shall form part of the tender. Techno- Commercial bid and the price bid will be submitted online.
5. 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.
6. Courts in the city of Mumbai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this tender either before or after or during finalization of the tender.
7. List of abbreviations used:
 - 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.
 - The term “LOA” in the appropriate context means Letter of Award
 - The term “PO” in the appropriate context means Purchase Order
8. In case of any discrepancy in technical data/details and specifications, clarification should be obtained from BPCL’s representative, whose decision shall be final and binding on the bidder.
9. In case any of the supporting documents (either technical or financial) are not in English language, then the English translation copy of the same shall also be furnished duly certified, stamped, and signed by TPIA.

10. PAYMENTS:

BPCL has set up a Business Process Excellence Centre (BPEC) for Vendor Invoice processing. BPEC will function as a payments factory to receive, digitize, and process vendor invoices in a timely and accurate manner. In addition, the center will receive and account the Performance Bank Guarantees

(PBGs) and Bank Guarantees (BGs). ORIGINAL COMMERCIAL INVOICES (IN TAX INVOICE FORMAT) will need to be sent to BPEC including Supporting Documents for Payments.

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

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

11. BG CONFIRMATION:

To expedite BG confirmation process, BPCL has tied up with Standard Chartered Bank for implementation of SFMS Bank Guarantee wherein the vendor has to quote our IFSC code and BPCL's Account Number to bank at the time of BG application based on which Standard Chartered Bank will send a swift message confirmation to dedicated email ID of BPEC and the same shall be considered as BG verified by the bank.

Accordingly, vendors/ Contractors shall provide BPCL's Customer ID & IFSC Code (Details given below) to their Bank at the time of application for Bank Guarantee in favor of BPCL. Issuing Bank shall issue the Bank Guarantee & send SFMS message to BPCL Bank confirming the Bank Guarantee as genuine. BPCL's Bank (Standard Chartered Bank) shall in turn send the said SFMS message to BPCL's dedicated email ID basis which BPEC shall consider the said Bank Guarantee as verified by Bank. After getting the physical BG from the vendor, BPEC Team shall validate the same with the Swift message and shall proceed with the release of payment to vendors which is due against the said Bank Guarantee

BANK DETAILS:

Name of Bank: ICICI Bank
Branch: ICICI Bank Backbay Branch, Mumbai (IFSC: ICIC0000393).
BPCL'S Customer ID: BPCL583493800
IFSC Code:ICIC0000393

12. BIDDING FORMS:

Tender comprises of the following qualification criteria:

a) STAGE 1: Bid Qualification Criteria (BQC):

All information and documents sought as part of the bid qualification criteria mentioned under the BQC criteria to be submitted.

b) STAGE 2: Technical Criteria through QCBS evaluation:

Bidders who qualify for stage 1 will be further evaluated for stage 2. All information and documents sought as part of technical criteria level 1 to be submitted along with tender documents during the bidding stage before the due date of the tender. Qualified bidders in Level 1 of technical criteria will be called for presentations to be made at Bharat Bhavan, Ballard estate Mumbai. The cost of the same shall be borne by the bidder. Marks will be awarded in stage 2 based on the document submitted and presentations made. The presentation need not be prepared and uploaded along with tender document during the bidding stage. Bidders who qualify stage 2 will only be evaluated for stage 3.

c) STAGE 3: Price bid:

Price bid of only those bidders who qualify stage 1 and stage 2 will be evaluated for stage 3. Price Bids must be submitted online in the price bid forms only. Bidders should NOT mention any price anywhere else in the tender.

ANNEXURE-II:

STAGE 1: Bid Qualification Criteria (BQC):

Bidder/ Vendor should qualify (pass) each of the following Bid Qualification Criteria. The following bid qualification criteria filters, as highlighted below, will be applied for shortlisting for Stage Two (Technical Assessment):

a) Experience Criteria:

The Bidder should have successfully completed similar works* (as defined below) during the last 10 years. The value of the works completed (proof of completion to be submitted) should be as follows

1(a) One similar work with project costing not less than **Rs. 4576 Lakhs (Rs. 3890 Lakhs for MSE bidder)**
Or

1(b) One similar work where the professional fees for architectural services and PMC services, if applicable, rendered not less than **Rs. 228 Lakhs (Rs 194 Lakhs for MSE bidder)**

Or

2(a) Two similar works with Project costing not less than **Rs. 2860 Lakhs each (Rs. 2431 Lakhs each for MSE bidder)**

Or

2(b) Two similar works where the professional fees for architectural services and PMC services, if applicable, rendered not less than **Rs. 143 Lakhs (Rs. 121 Lakhs each for MSE bidder)**

Or

3(a) Three similar works with project costing not less than **Rs. 2288 Lakhs each (Rs. 1945 Lakhs each for MSE bidder)**

Or

3(b) Three similar works where the professional fees for architectural services and PMC services, if applicable, rendered not less than **Rs. 114 Lakhs each (Rs. 97 Lakhs each for MSE bidder)**

Definition of Similar Work:

*Similar work/works shall be considered as Comprehensive Architectural Design including Civil, MEP, Firefighting, Structural works for Residential buildings /offices /commercial building completed in the preceding past 10 years ending on last day of the month before the one in which tender is invited.

Documents Required:

- a. Signed Agreement/ PO copy/ Work order/ LOI **or any other document** which shows value of awarded works. Award documents should clearly mention similar work (as defined "*Definition of Similar Work*" above), in case where the award document does not mention details of similar work, scope of work issued by client to be submitted along with the award document and names, address and contact details of the clients for verification by the Buyer.
- b. Completion Certificate/ Final Bill certified by the client or any other document which conclusively proves the completed value of similar work (or additional requirement) as defined above.

b) Other Experience Criteria

The bidder should have provided architectural services for one project where the Construction Management Consultancy services (CMC)/Project Management Consultancy Services (PMC) involving Conceptual Design, Detail Engineering, preparation of BOQ/Estimate/ Tender Documents, Project monitoring, Site Supervision & Certification of Contractors bills/measurements (directly or through sub-agency) etc. are also included under the scope of architect in single contract for Residential buildings /offices /commercial building.

Documents required:

Copies of Purchase Orders/ Work Orders/ Contract agreements and completion certificates/ confirmation from client certifying that the bidder has the required experience. At least one of the documents shall clearly mention the spelled-out scope as per respective criteria.

c) Financial Criteria

- (a) The average annual turnover of the Bidder for the last three accounting years should be equal to or more than **Rs 85 lakhs**.
- (b) The bidders should have positive net worth as per the last audited financial statement or certificate from Practicing Chartered Accountant in case Audit is not mandatory Net worth is defined as SHARE CAPITAL + RESERVES & SURPLUS. Bidder shall furnish Annual Report/ audited balance sheets including Profit and Loss Accounts along with the Bid to establish Bidder's conformance to Qualification Criteria.
- (c) Bidder shall not be under liquidation, court receivership or similar proceeding. Undertaking to this effect to be submitted by bidder.

Documents required:

The afore-mentioned information shall be based on the Audited Balance Sheet and Profit & Loss Account statements submitted by the bidder pertaining to the last available three (3) consecutive accounting years prior to the due date of bid submission.

d) Other Criteria

The owner/ one of the partners (S)/ director (s) as applicable shall be member of council of Architects, valid as on due date of the submission of bid.

Documents required:

- i. A document from the ROC (Registrar of Companies) or MCA (Ministry of Corporate Affairs)/Registration Certificate/ Partnership Firm Registration certificate etc. as applicable that verifies the ownership details of the respective firm.
- ii. The certificate of registration issued by Council of Architecture which should be valid as of date of tender.

e) Declaration by the bidders

1. Bidder is not serving any holiday listing orders by BPCL or MOPNG debarring them from carrying on business dealings with BPCL/MOPNG.
2. Bidder is in compliance of Restrictions for Countries which share land border with India {Restrictions under Rule 144(xi) of the General Financial Rules, 2017–Reference OM no. 6/18/2019 – PPD dtd. 23.07.2020 (read along with any subsequent clarifications/amendments thereof) issued by Ministry of Finance, Public Procurement Division (<https://doe.gov.in/procurement-policy-divisions>).
3. Bidder is in compliance with BPCL's Social Media Policy for Business Partners, as included in the tender enquiry.

Bidders need to submit the above declaration in the online portal. Bidders who do not satisfy the above conditions will not be considered for evaluation and ordering.

f) General:

1. Bidder shall furnish all necessary documentary evidence along with the bid. In absence of such documents, BPCL reserves the right to reject the Bid without making any reference to the bidder or assigning any reason what-so-ever. Offers received without sufficient documentary proof are liable for rejection.
2. The bidders who are already registered with BPCL should also submit all documents as per the BQC.
3. BPCL, at its discretion reserves the right to verify information/ documents submitted and 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.
4. In case if the bidder fails to submit documents meeting the above Qualification Criteria, the Bid is 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 above BPCL reserves the right to complete the evaluation based on the furnished without seeking any additional information.
5. BPCL officials may visit any of the Vendor's facilities / locations, if necessary, to ascertain the criteria mentioned above.
6. BPCL decision on any matter regarding short listing of bidders shall be final.
7. The bids may be submitted by an Indian Vendor. JV/Consortium bids will not be accepted.
8. Since the procurement is critical and related to public health hence qualification criteria shall not be relaxed for startups bidders. (Clause-9.1 of Guidelines of Procurement & Services).

STAGE 2: QCBS Criteria & Evaluation methodology:

QCBS evaluation shall only be carried out for the bidders who qualify BQC evaluation criteria as stated above. It is proposed that the QCBS technical evaluation is carried out in 2 stages i.e., Level 1 based on the documentary evidence & Level 2 based on the presentation. The criteria as well as marks are mentioned in the respective tables below.

i. Technical bid Level 1- based on documentary evidence

Subhead	Max Marks
A. Experience – Residential /offices /commercial Buildings	25
<p>Provided Comprehensive architectural consultancy services for construction of Residential /offices /commercial Building under one contract, which are completed within last 10 years ending last day of the month before the month in which bids are invited, with a total Built up area of:</p> <p>i. More than 99200 sqft to 124000 sqft</p> <p>ii. More than 124000 sqft up to 155000 sqft</p> <p>iii. More than 155000 sqft.</p> <p><u>Documents Required: -</u></p> <ul style="list-style-type: none"> PO/ LOI/Agreement as proof of award of job issued by client. Completion Certificate/ Confirmation on Completion/ Occupation Certificate of building issued by client/ statutory authorities <p>(At least one of the documents shall clearly mention the total built up area of the development where architectural services were engaged)</p>	<p>15</p> <p>20</p> <p>25</p>
B. Experience with Multiple Clients	20
<p>The architect shall be engaged in providing architectural consultancy services for the construction of Residential buildings / offices/ Commercial building which are ongoing (design completed & execution only ongoing) or completed within last 10 years</p> <p>i. 2 Nos of different clients</p> <p>ii. 3-5 different clients (3,4 or 5)</p> <p>iii. more than 5 different clients (6 & above)</p> <p><u>Documents Required: -</u></p> <ul style="list-style-type: none"> PO/ LOI/Agreement/ Completion Certificate/ Letter issued by client as proof of engagement. In case of ongoing projects, a clear letter/ certificate from the client shall be obtained from the client confirming the completion of the design phase of project 	<p>15</p> <p>18</p> <p>20</p>
C. Experience with PSUs/ Govt Bodies	10

Subhead	Max Marks
<p>Provided architectural consultancy services for construction of Residential buildings /offices /commercial building, which are completed (of min project cost of 1 Cr) within last 10 years ending last day of the month before the month in which bids are invited to Central or State Govt/ Central or State PSU/ Govt Bodies/ institutes</p> <ul style="list-style-type: none"> • Successfully completed one such projects • Successfully completed more than one such project <p>Documents Required: -</p> <ul style="list-style-type: none"> • PO/ LOI/Agreement as proof of award of job issued by client. • Completion Certificate/ Confirmation on Completion/ Occupation Certificate of building issued by client/ statutory authorities 	<p>5</p> <p>10</p>
<p>D. Professional Manpower – Architects (Bidder to submit a list of the employees on his payroll/retainership/contract basis along with proof of qualification and employment/retainership/contract)</p>	10
<ul style="list-style-type: none"> • Having 2-3 employees holding Degree of Architecture on their own payroll/ retainership/ contract basis. • Having 4 to 8 employees holding Degree of Architecture on their own payroll/ retainership/ contract basis. • Having 9 or more employees holding Degree of Architecture on their own payroll/ retainership/ contract basis. <p>Documents Required: -</p> <ul style="list-style-type: none"> • Proof of Degree of the Employee • Proof of Appointment (appointment letter/ contract/ retainer agreement) • Proof of engagement for at least the past 3 months (Pay Slip/ Proof of Payment/ TDS Certificate of employee) 	<p>5</p> <p>8</p> <p>10</p>
<p>E. Professional Manpower – Engineers (Bidder to submit a list of the employees on his payroll/retainership/contract basis along with proof of qualification and employment/retainership/contract)</p>	8
<ul style="list-style-type: none"> • Having 2 or 3 Civil/ Electrical engineers (with a B.E. or B.Tech. degree) on their own payroll/ retainership/ contract basis • Having 4 or more Civil/Electrical engineers (with a B.E. or B.Tech. degree) on their own payroll/ retainership/ contract basis <p>Documents Required: -</p> <ul style="list-style-type: none"> • Proof of Degree of the Employee • Proof of Appointment (appointment letter/ contract/ retainer agreement) • Proof of engagement for at least the past 3 months (Pay Slip/ Proof of Payment/ TDS Certificate of employee) 	<p>4</p> <p>8</p>

Subhead	Max Marks
F. Liasoning Experience: Bidder should have experience in providing statutory approvals for projects for construction of Residential buildings /offices /commercial Building directly or by engaging consultants as a part of the work order issued by client <u>Documents Required: -</u> <ul style="list-style-type: none"> The bidder shall submit a documentary proof of work order from client comprising of the above scope along with completion of any one of the following approvals from statutory bodies. viz Commencement Certificate (CC), Occupancy Certificate (OC), Environmental Clearance, PCB, SEB, MOEF, CRZ or statutory clearances from authorities. For the copy of statutory bodies' approval, If the bidder is under an NDA (Non- Disclosure agreement) with his client then only a self-certification/declaration from authorized signatory of the bidder or CEO or CFO of the firm stating conformance of this criterion shall be accepted 	5
G. Functional Office: Bidder must have a functional office in Andhra Pradesh or Telangana at the time of notification of bid for providing the required services promptly. <u>Documents Required: -</u> The bidder shall submit a documentary proof of address issued by Govt. Authority viz.,ESIC/EPF/GST.	2

Total 80 marks

Minimum Qualification Mark in Level 1 – 50 Marks. Only those bidders who are qualified in Level 1 shall be considered for further evaluation in Level 2 of QCBS.

ii. Technical bid Level 2- Concept Design Proposal

(Concept Design Proposal not to be submitted during tender submission stage. Post opening of the tender technical bids, qualified bids in Level 1 of technical bid will be informed to prepare for 'Technical bid Level 2- Concept Design Proposal')

The Concept Design proposal should demonstrate that the proposer has developed an understanding of BPCL's requirements with reference to the scope of services mentioned in the RFP document. The applicant shall submit the Power point presentation including entire contents of the technical proposal in a USB drive along with a submission package during/ after design presentation as part of the technical proposal. All drawings, designs and layouts must be submitted in (.pdf) format & (.dwg) format also, if required.

The Concept design proposal should include:

- The drawings covering concept proposal for the building, a maximum of three drawing panels covering the design proposal for the building. There shall be maximum 2(two) such alternative drawings.
- The concept Architectural design should be explained in the form of drawings, sketches with plans, sections, layout at suitable scale, notes & views to show Architectural Character of the building.
- Soft copies of the design proposals (all drawings in high resolution PDF format).
- A brief introduction about the Lead architects of firms proposed to work on this project (not exceeding 5 pages).
- Approach to design including drawings, sketches, diagrams and any other information that can concisely and yet comprehensively explain the applicant's concept psychology and design approach.
- Key professionals and consultants proposed to be deployed for the project with their experience and details (not exceeding 10 pages).

Evaluation of Proposal:

The applicant is expected to make a presentation to the committee (selected & appointed by BPCL). The Concept Design would be evaluated by the committee on the following Broad parameters and any other factors that affect the quality

SI No	Parameter	Max Marks
1	Aesthetics Visual appeal of the building and the surroundings and its ability to integrate with the surroundings: 1. Style 2. Proportions and Symmetry 3. Materials and Colours 4. Façade Treatments: such as textures finishes, balconies and windows 5. Lighting: Natural Lighting & Artificial Lighting 6. Pathways and Walkways	5
2	Functionality: Ability of the Building(s) to meet the functional requirements, optimum space utilization, ability to meet emergencies, and innovative solutions for various services 1. Space Planning and Layout 2. Zoning 3. Circulation 4. Amenities and Facilities:	10
3	Project Management Proposed Project Management Methodology including proposed methods to expedite construction process: 1. Project Timeline 2. Quality Control Measures 3. Risk Management 4. Monitoring Plan	5
	Total (maximum achievable marks)	20

Honorarium of Rs. 50,000 inclusive of GST shall be paid to all the bidders who are technically qualified in Level 1, submit their Conceptual design and participate in the presentation. Honorarium paid to the winning architect shall be adjusted against the total quoted fees after entering the contract.

Minimum Qualification Mark in Level 2 – 5 Marks.

Only those bidders who are qualified in Level 1 and Level 2 shall be considered for further evaluation. The combined score of Level 1 and Level 2 will give us the Score 'T' for the vendor

STAGE 3: Price Bid

Price bid of those bidders who qualify Level 1 as well as Level 2 will be evaluated.

Architectural Consultancy services as per scope as percentage and max. ceiling:

a. Architectural Fee to be quoted as percentage (The bidder must quote Architectural and consultancy fee as percentage of estimated construction cost of the project as per scope of work)

&

b. Maximum ceiling of Architectural and consultancy fee (The bidder must quote the maximum payable amount as Architectural and consultancy fee)

(Fees payable to the architect shall be % of the total works cost for which architectural and consultancy services will be rendered by the architect, subject to a maximum value. These rates are to be quoted in price bid form of tender)

The total fees considered for tender evaluation of Level 3 price bid will be Lowest of the following:

a. **{A(percentage)}** = The percentage quoted by the bidder multiplied by BPCL estimated project cost

&

b. **{A(ceiling)}** = maximum ceiling quoted by the bidder for the project

Final price bid evaluation {A(final)} shall be lowest of [{A(percentage)} and {A(ceiling)} = 'C'

GST shall be applicable on total value quoted.

PLEASE DO NOT QUOTE ANYTHING IN THE BELOW TABLE. THIS IS FOR REFERENCE ONLY

Architectural Services and PMC for Establishment of Patient Accommodation Facility at Tata Memorial Centre – Homi Bhabha Cancer Hospital & Research Center (HBCH&RC), Visakhapatnam, Andhra Pradesh				
S.No.	DESCRIPTION			
1	<p>Charges towards providing Architectural cum PMC Services for Establishment of Patient Accommodation Facility at Tata Memorial Centre – Homi Bhabha Cancer Hospital & Research Center (HBCH&RC), Visakhapatnam, Andhra Pradesh. The job also includes:</p> <p>a) Charges towards providing Architectural cum consultancy Services including Project/ Construction Management for the area development including obtaining requisite statutory approvals and necessary liasoning as per the scope of work.</p> <p>b) Charges towards providing Architectural cum consultancy Services including Project/ Construction Management for the built-up area including civil, interior, MEP and associated works including obtaining requisite statutory approvals and necessary liasoning as per the scope of work.</p> <p>c) Supervision, co-ordination, monitoring of execution of project till completion as per the scope of work.</p> <p>d) Liasoning and documentation for Obtaining all required statutory approvals such as Commencement certificate, completion certificate etc. from competent authority & any other statutory approvals from Local Govt. body which will be required for completion of an occupying of building as per the scope of work.</p> <p>e) Charges towards carrying out Geo technical survey & Topographical survey as per the scope of work.</p>			
a.	Charges towards providing Architectural cum consultancy services as mentioned above (a to e) (Rate as % of Project Cost)	Percentage Quote		
b.	Maximum ceiling of Architectural fees payable for the project towards providing Architectural cum consultancy services as mentioned above (a to e)	Qty	Unit	Amount (Rs)
		1	LS	
2.	Architectural fees will be arrived basis (Lowest of (sl. No.1 a multiplied by BPCL estimated project cost) & (sl. No. 1b)			
3.	Total basic (sl. No. 2)			
4.	GST 18 % (18% on sl no. 3)			
5.	Grand total for evaluation (Sl no. 3+ Sl no. 4)			

Combined Evaluation:

The following is the QCBS Calculation Formula for the subject tender:

$$\text{Combined Score} = [[70\% \times (T/\text{Thigh} \times 100) + 30\% \times (C/\text{Clow} \times 100)]]$$

T= Total Technical score awarded to the Service provider

Thigh=Highest Technical score achieved for the Bid

C=Price Offered by the Service Provider

Clow=The lowest of all Price offered (L1 Price)

The bidder with the highest combined score shall be ranked H-1 followed by proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract. In case the combined score of two (2) or more bidders are exactly same, then the bidder with the highest Quality score would be considered as the Successful Bidder.

The job is not divisible.

No Purchase Preference under MSE (Micro Small Enterprise) policy and Purchase preference (Preference to Make in India) (PPP-MII) policy shall be given since evaluation is based on Quality Cum Cost-Based Selection (QCBS).

The first ranked i.e. the highest scoring bidder in combined score will be the successful bidder for “Architectural Services and Project Management Consultancy for Proposed Construction of Patient Accommodation Facility at Tata Memorial Centre - Homi Bhabha Cancer Hospital & Research Center (HBCH&RC), Visakhapatnam, Andhra Pradesh

Hence, please note that since it is a QCBS based tender with percentage as well as maximum ceiling quoted by the bidder, the final successful bidder will be decided based on the combined score only

SUBMISSION OF BID & VALIDITY:

- i. Bids are required to be submitted only through BPCL e procurement portal on or before the bid submission date and time.
- ii. Physical Bids/ Offers or bids through any other modes shall not be accepted. The offers submitted through E-Tendering System as above shall only be considered for evaluation and ordering.
- iii. Validity of bid shall be 4 (Four) Months from the final bid due date of submission.

TPIA CERTIFICATION:

- The successful bidder shall get all the bidding documents which are uploaded certified from an approved TPIA confirming the documents mentioned in BQC Criteria above. TPIAs which are accredited under “NABCB accredited bodies as per requirement of ISO/IEC 17020 as Type A” in QCI’s NABCB website (http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php), at no extra cost to BPCL. As a proof of above requirement, a valid certificate stating that the TPI Agency is accredited under “NABCB accredited bodies as per requirement of ISO/IEC 17020 as Type A” in QCI’s NABCB website”, should be furnished by the bidder. Contract shall be awarded to the successful bidders only after the above TPIA verified documents are submitted. BPCL, at its sole discretion, reserves right to verify the documents confirming to BQC & QCBS Criteria by calling for the originals of the documents submitted or by approaching the issuing companies or any other means.
- 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 shall not be considered for evaluation. In case of any lapse / failure by successful bidder, job shall not be awarded to the bidder and holiday listing shall be initiated as per the extant policy.

In case of any lapse / failure by successful bidder, job shall not be awarded to the bidder and holiday listing shall be initiated as per the extant policy.

EMD:

EMD amount of Rs. 2,50,000 shall be sought from the bidders. EMD shall be submitted in the form of Account payee Demand Draft, Electronic Funds Transfer or Bank Guarantee.

MSE bidders will be exempted from the EMD provided they submit the "Udyam Registration Certificate" along with certificate from Chartered Accountant (CA) confirming eligibility for benefits of Public Procurement Policy. The bidder shall ensure that the CA certificate shall mandatorily include the UDIN number. Certificate without UDIN number of practicing chartered accountant in India shall not be considered for evaluation.

PERFORMANCE SECURITY DEPOSIT:

- Performance security Deposit shall be applicable at 5% of contract value.

Validation & Certification:

The design as submitted by the architect shall be certified from an independent IIT/NIT for all structural checks. Fees paid for proof checking after prior intimation to BPCL, shall be reimbursed on submission of original documents of clearance and fees paid.

ANNEXURE - III

SCOPE OF WORK

Architectural Services and Project Management Consultancy for Proposed Construction of Patient Accommodation Facility at Tata Memorial Centre

1. Background

In the scope of work and SCC of this tender document, the word Consultant shall mean Architect /PMC/CMC for the subject project.

It is proposed to appoint a professional architectural firm to avail comprehensive Architectural & PMC/CMC services in 1500 sqm of land with built up area of around 11,600 sqm.

Address:

M4Q7+VQW, Marripalem, Aganampudi Village, Gajuvaka Mandalam, NH16, Visakhapatnam, Andhra Pradesh 530053

Landmark : Near APIIC Industrial Park & Varun Motors

Google Map: <https://g.co/kgs/n3WK8fs>

The Scope of Architectural Consultancy job shall include concept preparation, detailed, Design engineering, including Liasoning for statutory approvals, soil investigation and Documentation, preparation of BOQ/Estimate/ Tender Documents, Project monitoring, Site Supervision, Certification of Contractors bills/measurements/CMC Liasoning, consultancy, monitoring, coordination & related works. Floating tender in E procurement portal shall be done by BPCL post receipt of all tendering and associated documents from the successful consultant/PMC/CMC.

Complete end to end Project Management including Site Supervision, day-to-day coordination with various agencies, providing work methodology plans to BPCL and evaluating work methodology submitted by the contractor who shall be appointed for

construction activities by BPCL. It shall be the sole responsibility of the consultant to ensure that timely and quality work is executed by the contractors appointed by BPCL for executing various works at Site for the completion of the entire project. It shall be the responsibility of the consultant to update all activities to BPCL engineering in charge. Any decision at site shall be taken by the consultant only after necessary clearance from BPCL officer in charge.

On receipt of LOA, the appointed consultant shall conduct detailed study of the client's goals, objectives, and vision for the patient accommodation facility. Assess and document site characteristics, including topography, accessibility, vegetation, climate, soil conditions, and water resources. Evaluate local building regulations, environmental standards, and sustainability requirements e t c . required for the project.

Upon receiving the LOI, the consultant will follow these broad steps to prepare and submit a milestone chart with start-to-end completion dates:

➤ **Mobilization and Initiation**

- Introduce the consultant team with BPCL and provide the escalation matrix.

➤ **Work Breakdown Structure (WBS)**

- Break the project into phases and tasks (e.g., design, procurement, construction, commissioning).
- Define task dependencies and sequencing
- Once the tender packages are awarded by BPCL, the consultant shall on-board the contractor and obtain his details, execution plan and milestone to be integrated in line with the complete project completion plan.

➤ **Identify Milestones**

- Establish key milestones from conceptualization to commissioning of the full-fledged Patient Accommodation.

➤ **Develop CPM Network**

- Create a Critical Path Method (CPM) network to sequence activities and identify critical and non-critical paths.
- Assign start and end dates for each task, accounting for dependencies and float.

➤ **Prepare the Baseline Program**

- Integrate milestones and CPM into a baseline schedule using project management tools (e.g., MS Project).
- Include start/end dates, resource allocation, and task responsibilities.

➤ **Review and Submission**

- Align the milestone chart with BPCL's requirements, ensuring compliance with regulatory and project constraints.
- Submit the milestone chart, CPM network, and baseline program to BPCL for approval.

➤ **Monitoring and Updates**

- Use the approved chart to track progress and update BPCL through periodic reports.
- Address deviations promptly to maintain timelines.

Detailed Scope of Services

1. Liaisoning for statutory approval

The scope includes the following: -

Under the scope of subject tender, the consultant is expected to carry out front end management and liaison with respective Government departments/ local bodies, including MOEF & CC, CRZ, APPCB and any other statutory approvals from Local Govt/Panchayat body which will be required for completion and occupation of buildings, facilities, and related infrastructure outlined in the project scope.

The scope of consultants includes but is not limited to carrying out day-to-day coordination, addressing routine queries, liaison, complete front-end management, coordination of officials visits as per procedure, associated arrangements, and all related activities with an objective to expediate and obtain the NOC/ Approvals from respective authorities at the earliest.

- The list of approvals/ NOCs that are required (but not limited to) to be obtained by the consultant are as follows (as applicable): -
 - i. Provisional NOC including from Chief Fire Officer
 - ii. APSPDCL

- iii. Building Proposal clearance including Commencement Certificate.
- iv. Water supply Remarks/ NOC from Ward Office/ Area Office
- v. Drainage system - SWD & SEWER Remarks/ NOC from Ward Office/ Area Office
- vi. Local bodies /panchayat or any other statutory applicable for the project site
- vii. HVAC/ MEP remarks / NOC from GVMC Office
- viii. SWM Permission/ Remarks from Ward office/Area office
- ix. MOEF &CC, CRZ, APPCB

- The Consultant shall prepare and submit required drawings and other documentation (including signing of required documents) as required for obtaining initial commencement approvals/ Statutory Clearance from various statutory authorities like APIIC/Forest Dept. etc.
- Scope shall also include Liaisoning with various statutory bodies for obtaining the approvals for the subject contract. Any other approval as and when required for smooth execution and occupation of the facility.
- The Consultant to obtain Commencement Certificate/s from the Local bodies for taking up the construction of the Project. Also, to obtain necessary approval at plinth level and various other stages of work as and when required from the local bodies.
- If required, the Consultant may have to engage the services of any consultant for the job. However, no extra amount beyond the fee herein will be paid by BPCL to the Consultant for obtaining these and/or any other approvals / clearances / NOCs.
- The Consultant must prepare and submit necessary documents including obtaining Completion Certificate/s, part Occupation and Occupation Certificate/s wherever necessary from Local bodies after completion of work and arrange inspection of Municipal / Fire / Electrical supply / APIIC and/or any other authority involved for the Project and whose approval is required for any part of the Project and submit the same to BPCL.
- The Consultant shall also arrange to obtain a refund of deposits, if any, made by BPCL to the Local bodies. The Consultant shall also be held responsible for obtaining any other approval, not specifically covered herein but in fact necessary, for completion of the Project.
- The fee quoted herein shall include obtaining all such approvals as may be required by the BPCL for the occupation of the facility and no extra payment beyond the quoted fee shall be paid to the Consultant on this account.
- All expenses involved on consultancy, travel and stay of the Consultant Personnel for

supporting BPCL in getting the required above NOC for the Project should be included in the quoted fee. The cost includes all expenses towards incidental charges, consultancy and liaison works for the completion of scope of work. No separate claims whatsoever shall be considered towards any of the above at any stage of the Project.

- To appear on behalf of the BPCL before the Local bodies in connection with the final settlement of the initial ratable value of the facility rendering advice in the matter to BPCL.
- **However, all Statutory fees / deposits required for such certificate/s / approval/s from statutory authorities etc. shall be paid by the BPCL, in addition to the fee.**
- Permissions/actions required purely for constructions activities of the Project at site, such as compliance for labor laws, police permission, Water and Drainage Departments, Inspector of Lifts shall not form part of the Consultant scope of work.
- The scope covers specific requirements for consultancy and liaison works to be carried out by the Architect/ Consultant for obtaining statutory approvals from the local authorities for the commencement of the construction activities for the Patient Accommodation facility. The consultant shall be responsible for any corrections/revisions/changes/amendments in the drawings or submissions to the authorities.
- The consultant must coordinate and provide/incorporate necessary inputs of any such consultant appointed by BPCL later if required.
- Under the scope of subject tender, the consultant/ is expected to carry out front end management and liaison with respective Government departments/ local bodies. The scope of consultant includes but is not limited to carrying out day-to-day coordination, addressing routine queries (liaison, complete front- end management, coordination of officials' visits (s) as per procedure, associated arrangements, and all related activities with an objective to expediate and obtain the NOC/Approvals from respective authorities at the earliest.
- The list of approvals/ NOCs (as applicable) that are required to be obtained **but not limited by the consultant are as follows:**
 - i. Building Proposal clearance including Commencement Certificate from authorized planning authority viz APRDC, APSPDCL, APIIC, HVAC/ MEP remarks /SWM /SWD Hydraulics Permission or any state, central or local municipal bodies, panchayat or any other approvals for commencement of works pertaining to this project site etc.
 - ii. NOC from AAI.

- iii. Environmental Clearance from MOEF, CRZ
 - iv. Consent to establish from APPCB
 - v. Commencement certificate from VMRDA/APRDC
 - vi. Excavation permission from VMRDA/APRDC
 - vii. Dewatering permission from VMRDA/APRDC
 - viii. Building Proposal clearance including Occupancy Certificate from VMRDA/APRDC
 - ix. Full Occupancy Certificate from VMRDA/APRDC
 - x. Any other approvals required for commencement of works at site from local statutory bodies
- Under no circumstances, the bidder shall claim any charges towards NOCs/ Approvals/ Clearances, which were not required for Project occupancy certificate (although mentioned in the scope) and BPCL shall not be liable to make payments towards such works.
 - The consultant must observe that it is his/her responsibility to make continuous visits & follow up with the respective Offices to obtain these NOC/ Approvals and no separate payment shall be made in this regard. No separate charges shall be provided for visits / meetings or any other activity regarding the contract which requires the consultant's travel / lodging or any other expenditure
 - The consultant shall extend services for obtaining any temporary permission required during construction works as per requirements of BPCL.
 - The consultant shall provide a copy of all relevant notifications and documents published by the concerned authorities related to the project. These shall be explained and clarified to BPCL from time to time.
 - The Consultant shall fully understand the scope of the proposal and ensure that the necessary approvals are obtained from authorities in line with the Project timelines.
 - The Consultant must observe that it is his/her responsibility to make continuous visits & follow up with the respective Offices to obtain these NOC/ Approvals and no separate payment shall be made in this regard.
 - No separate charges shall be provided for visits / meetings or any other activity regarding the contract which requires the Consultant traveling / lodging or any other expenditure.
 - The consultant shall be reporting to BPCL on a weekly basis about the progress of the approvals.
 - Consultant shall liaison for obtaining approvals required for commencement or completion also
 - If site comes under MOEF&CC, CRZ, A P PCB, Scope of works for obtaining clearances from **MoEF&CC, CRZ, APPCB** authorities for the proposed Project are as under.

The scope covers specific requirements for consultancy and liaison works to be carried out by the Consultant for conducting studies and submitting reports for obtaining clearances from Ministry of Environment, Forest and Climate Change (MoEF&CC), Andhra Pradesh Coastal Zone Management Authority (APCZMA) and Andhra Pradesh Pollution Control Board (APPCB) for commencement of construction at the said plot. Post obtaining clearance the Consultant will have to submit reports to authorities on regular basis as part of progress reporting. And upon completion of construction, obtaining of Occupancy certificate.

The broad details of deliverable expected as part of scope of work under subject contract include but not limited to the following: -

a) Preparing, Submitting and Obtaining clearances from MoEF&CC

Consultant shall assist BPCL in obtaining necessary clearances from MoEF&CC required for the commencement of site related works in the proposed site by providing consultancy and liaison works. The Consultant shall assume total responsibility with regards to the collection, analysis and compilation of all data, primary and secondary that may be required in completing the studies as required by statutory agencies.

- Online registration of the project to the MoEF&CC portal
- Obtaining necessary data and preparing required reports after conducting necessary studies / survey etc.
- The studies broadly included in the scope of EIA study, traffic study, ECBC compliance, building simulation, carbon footprint, Shadow analysis.
- Preparation of Terms of Reference for the study if required by Statutory bodies.
- Preparation of Application form 1 & 1A with necessary documents and online uploading application to SEAC/ SEIAA
- Submission of application to SEAC, reply of technical queries raised
- Conducting the EIA study along with all other studies as required for appraisal of SEAC.
- Coordination with authorities for Listing proposal in SEAC agenda
- Presentation before Central /State Expert Appraisal Committee (SEAC) / State PCB & Central level / State level Environmental impact Assessment Authority (SEIAA) Andhra Pradesh, as required for obtaining necessary approvals
- Obtaining necessary approval & Final Environmental Clearance from SEIAA
- Scope includes interaction, coordination and liaison with the officials of the concerned authority (s) to obtain environmental clearance.
- Besides the scope of work described above, the Consultant will facilitate / obtain any other permissions / documents, drawings, NOCs related to MOEF as required to ensure that all the complete Permissions are obtained. The work must be carried out to the complete satisfaction of BPCL.

b) Preparing, Submitting and Obtaining clearances from CRZ

- Provided the site of the Project comes under the CRZ, the Consultant shall carry out necessary consultancy and liaison works for obtaining clearance from APCZMA. This clearance being a pre-requisite for clearance from MoEF&CC, Consultant shall carryout collection, analysis and compilation of all data that may be required in completing the studies as required by statutory agencies.
- Preparation and submission of prescribed form viz. form I and Part A to APCZMA
- Data Collection as required under CRZ rules includes Marine and Terrestrial and any other data Proposed by statutory authorities
- Submission of application to APCZMA, presentation and reply to technical queries raised
- Coordination with authorities for Listing proposal in APCZMA agenda
- To obtain recommendation from APCZMA
- Obtaining necessary approval & Final CRZ Clearance from SEIAA
- Scope includes interaction, coordination and liaison with the officials of the concerned authority (s) to obtain the CRZ Clearance.
- Further any CRZ demarcation mapping and report also in the scope of architect
- Besides the scope of work described above, the Consultant will facilitate / obtain any other permissions / documents, drawings, NOC's related to CRZ as required to ensure that all the complete Permissions are obtained. The work must be carried out to the complete satisfaction of BPCL

c) Consent to Establish from Andhra Pradesh Pollution Control Board (APPCB)

- The consultant shall prepare/submit the required application and obtain necessary clearance from PCB.

d) Compliance during construction & obtaining necessary approvals at the time of Occupancy Certificate

- Submission of Half Yearly Compliance Report or any other compliance reports to fulfil the conditions of the Environmental Clearance/ CRZ Clearance, APPCB during the period of construction (Tentatively 3 Years for construction)
- Submission of application (including carrying out any amendments if required), coordination, liaison & obtaining final EC Compliance report from MoEF & CC.
- Submission of application, coordination, liaison & Obtaining Consent to Operate from APPCB
- Consultant shall make presentations on the progress of the studies and on the draft and final reports as necessary at BPCL office.

2. Scope of works for Geotechnical Investigation of the proposed project site

The scope covers specific requirements for Geotechnical investigations in the areas accommodating various proposed facilities for generating design soil parameters, design ground water tables, earthquake and preparation of Geotechnical report. The work shall comprise of in general, but not limited to the following:

- Mobilization and demobilization of equipment & personnel for Geotechnical investigation work at various locations including shifting from one test location to other test locations.
- Establishing reduced levels and co-ordinates of the test locations. The Consultant shall be responsible for the accuracy of setting out or leveling and the Consultant shall bear all liability arising from mistakes in surveying. No additional payment will be given for the same.
- Boring of boreholes through all kinds of soils and rocks.
- Conducting Standard Penetration test and collection of disturbed, undisturbed soil samples from boreholes.
- Handling the samples and transporting them to the laboratory.
- Recording water table in the boreholes
- Laboratory tests on soil and water samples collected from boreholes.
- After completion of work the boreholes / trial pit etc. shall be back filled as specified and directed by an Engineer.
- Preparation and submission of soil reports. (Soft copy of the draft report shall be submitted in native editable format as well as pdf. Final report shall be submitted in pdf format as well as 5 hard bound copies). The report should include field observations, bore logs, lab tests and recommendations for the area and type of structure including type of foundation, bearing capacity etc.

The consultant shall submit an interim Geotechnical investigation report, which shall include field bore logs with ground water table, co-ordinates & RL of boreholes to the Engineer-in-charge immediately after completion of boreholes. The consultant shall assist BPCL or its representative in rectifying/clarifying certain data if found unclear post completion of survey at no additional cost.

a) General Requirements:

The Consultant shall engage qualified and experienced Geotechnical engineers for supervision of the field & laboratory works. The Geotechnical investigation report shall be prepared by an experienced qualified post graduate Geotechnical Engineer. He should visit the site during investigation and shall associate it with the site and laboratory testing. Consultants shall confirm their schedule of field / lab investigation well in advance for the purpose of witness by Owner/Owner's representative.

The consultant shall mobilize all necessary rigs, equipment, tools & tackles etc. for carrying out the field investigation works, and it shall strictly conform to the latest relevant IS Standards. Any requirement of water supply, power supply, bailing of water, excavation, backfilling, surveying etc. shall be in the scope of the Consultant no separate payment shall be paid. All quantities mentioned are tentative and subject to variation depending upon the type of results of the investigations and the design requirements. The payment shall be made on actual work done.

b) Boring Works:

Boring shall be carried out in accordance with the provision of IS: 1892. The minimum diameter of boring shall be 100mm. Auger boring shall be resorted to above the water table, whereas below the water table the bore holes shall be advanced by Rotary Drilling with mud circulation through all kinds of soil other than rock. While boring above the water table, no water shall be introduced in the boreholes. Casing shall be used to support the sides of boreholes in soft to firm soils. Any other proposed method of boring other than the specified rotary drilling method may be acceptable in case found suitable for the type of soils encountered at site.

The depth of ground water table shall be measured in all the boreholes. Before taking the water table readings, the water table in the borehole shall be allowed to stabilize after depressing the water level adequately by bailing.

Coring shall be done with NX size diamond bit and double tube core barrel. Termination Criteria of borehole shall be as per relevant IS code. The boreholes shall be backfilled with crushed stone sand/stone dust and compacted properly by pouring water after completion of boring/sample collection and observation of Ground Water Table. No extra payment shall be given for the same. The Consultant shall obtain written permission from the Engineer-in Charge while terminating the boreholes.

The Consultant shall continue boring beyond termination criteria in specific cases if instructed by client.

c) Standard Penetration Tests

These shall be conducted in boreholes at interval of 1.5m or at every change of strata whichever occurs earlier. The first penetration test shall be conducted at 0.5m depth from the existing ground level and the last SPT shall be conducted at the termination depth of borehole. The disturbed representative samples shall be visually classified, labeled for identification, and properly preserved for laboratory testing. Tests are to be carried out as per the relevant latest IS codes.

d) Disturbed Soil Samples

Disturbed soil samples shall be collected at every 1.5m depth interval or at every change of strata whichever occurs earlier. Identification labels indicating depth, borehole number and visual soil classification shall be affixed on the containers

e) Undisturbed Samples

Undisturbed samples of 100mm diameter shall be collected in clayey strata from all boreholes at intervals of 3.0m in depth or at every change of stratum whichever occurs earlier starting first UDS at 2.5m depth below existing ground level in soft to stiff clayey soil, if available. In adjacent boreholes the depth of sample collections shall be staggered to cater for full layer. The area ratio of the sampling tubes shall not exceed 20%. In soft deposits, piston sampler shall be used to collect UDS. Quoted rates shall include transport of samples to the laboratory.

Care shall be taken to minimize sample disturbance while collecting samples. Samples shall be collected preferably by pushing the sampler. Driving by hammer above ground level (like SPT) is not acceptable. However, for stiff/hard soil a sliding hammer can be used for driving the sampler at sampler head.

f) Laboratory Tests

After collecting disturbed and undisturbed samples from different boreholes at different depths, a laboratory test schedule shall be prepared and submitted to the Owner/Owner's representative. An adequate number of the following tests shall be conducted to clearly determine the mechanical strength and compressibility characteristics of each stratum of soil encountered. All tests on soil and rock samples shall confirm IS codes of practice. The laboratory tests shall essentially comprise of but not limited to the following:

- Grain Size Distribution: Wherever applicable both the sieve & hydrometer analysis shall be conducted to indicate the complete range of grain sizes of soil samples tested.
- Atterberg Limits: Wherever applicable, these tests shall be carried out by the skilled personnel. The test result should include liquid limit, plastic limit and shrinkage limit of the soil samples tested. These tests should be conducted as per IS: 2720 Part V & VI.
- Consolidation Tests: The tests shall be conducted for vertical drainage only. The following loading stages shall be employed: 0.1, 0.25, 0.50, 1.0, 2.0, 4.0, 8.0 kg/cm²

From e Vs $\log p$ curves, pre-consolidation pressure shall be determined to establish whether the soil is normally consolidated or over-consolidated. The point (e , p) showing the initial condition of the soil under test must be specifically marked on the consolidation curves. The cycle(s) of loading, unloading and reloading shall be applied. The field virgin compression curve shall be established. Settlement predictions based on the field virgin compression curve shall only be acceptable. The procedure adopted in respect of obtaining compression indices from the field curve and that computing settlements for the type of soil under consideration shall be clearly illustrated in the report.

It is to be noted that deviations from the standard procedure of performing consolidation tests given in IS: 2720 Part XV are permissible to enable computation of settlements based on the above procedure.

The following curves shall be included in the report:

- e Vs $\log p$
- e Vs p
- Compression $v/s \log (t)$ or compression vs. square root ' t '

The choice of relationship depends upon the shape of the plot, which enables clear determination of c_v , the coefficient of consolidation. The time required for 50% & 90% primary consolidation shall be given in the report. p_c (pre-consolidation pressure) shall be clearly indicated in the e - $\log p$ curve. Values of m_v and c_v shall be furnished for different pressure ranges including the values of e_o , C_c & p_c in tabular form. Computation of secondary settlements, if significant, shall also be made and included in the report.

- Unconfined Compressive Strength: These tests shall be done as per IS: 2720 Part-X on selected soil sample.
- Direct Shear Test: These tests shall be carried out as per IS-2720 (Part-XIII) on selected soil samples
- Triaxial Tests: - These tests shall be done on specimen saturated by the application of backpressure. Only if the water table is at sufficient depth so that the chances of it rising to the base of the footing are meagre or nil, the triaxial tests shall be performed on specimens at natural moisture content. The magnitude of the backpressure applied shall be indicated in the report. Unconsolidated undrained/Consolidated undrained tests shall be carried out on the respective soil samples collected.

All the stress-strain diagrams as well as Mohr's circle envelopes shall be included in the report. Density and water content of the sample tested and modulus of elasticity along with shear strength parameters shall be reported.

Relevant corrections applied to the computed 'E' should be clearly illustrated in the report.

In case the soil is predominantly sandy in nature and sampling is not possible for triaxial shear tests, direct shear (box shear) tests shall be carried out.

- Chemical Tests: Chemical tests shall be conducted on soils & water samples as per relevant BIS (latest revision) to report the following: • pH • Chlorides in ppm & percentage • Sulphates in ppm and percentage and expressed as SO₃ & SO₄
- Compaction Test: Standard & Modified Proctor tests on soil samples collected from identified areas shall be conducted as per the relevant IS to assess the suitability of the borrowed material. Compaction characteristics (water content - dry density relationship curves) of the samples shall be furnished in the report.
- Tests on Rock Samples: - Unconfined compression strength of Rock samples shall be determined by carrying out tests on the selected rock samples as per relevant IS codes (latest edition).
- CBR Test: -This test shall be carried out as per relevant parts of IS: 2720 for both soaked and un-soaked conditions on selected soil samples (compacted to 95% modified proctor density) collected from borrow area and in-situ soil which are proposed to be used for road/pavement construction in consultation with Engineer-in-charge. In addition, compaction characteristics (optimum moisture content v/s. maximum dry density curve) of the above shall be furnished in the report

g) Report:

The report shall be prepared with due regard to the above given requirements. Interim reports shall be furnished at various stages of investigation for review/comments. Comments, if any, on these reports shall be duly incorporated in the final report.

Comprehensive Soil report shall be prepared with independent observations and recommendations for the following units. The soil report should also include the proposed related/adjoining facilities along with respective recommendations.

The final report shall include but not limited to the following:

- A plot plan showing all test locations with respect to reference benchmark. The coordinates and RL's of test locations shall be given in a tabular form in the report.
- General geological information of the region.
- Character and genesis of soil.
- Procedure of investigation and method of various testing adopted.
- Detailed bore logs indicating co-ordinates, reduced level, ground water table etc., subsoil profiles along various sections indicating boreholes nos., depth wise in-situ test results like SPT and other lab test results etc.
- All field and laboratory test results shall be plotted against depth and in tabular form.
- Summary of results obtained from various tests and their interpretation to evaluate various soil parameters along with all literature backups.
- Recommendation regarding ground water table fluctuation and design ground water table to be considered for design of foundations.

h) Foundation Recommendation

Based on subsoil conditions, a type of foundation shall be recommended for light, medium and heavy structures duly considering the tolerable settlements, presence of ground water table and minimum depth of foundation. Net allowable bearing capacities shall be furnished for footing sizes ranging from 1m to 6m and for rafts of size greater than 6m, placed at different depths below. Existing Ground Level (e.g., 1m to 3m below existing ground level) for allowable settlements of 25 mm and 40 mm for isolated footings (strip, square & rectangular) as well as raft footings. Safe bearing capacities from shear shall also be furnished. All back-up calculations shall be appended in the report

- For analysis, design soil profiles for the various units/facilities showing various design parameters shall be plotted duly considering various field and laboratory test results.
- If pile foundations are envisaged, type of pile, diameter, depth of pile and safe capacities of pile in all three modes shall be furnished in the report along with back-up calculations.
- Comments on the chemical nature of ground water and soil with due regard to potential deleterious effect on concrete and steel and firm recommendations on protective measures. Also, remedial measures for any sulphate attack or detrimental acidic conditions shall be dealt with in detail giving clear practical recommendations.

- Recommendation related to site preparation including classification, placement and compaction of fill materials required to bring the general site level of final grade level if so required. Recommendations regarding excavation, stable slopes for excavation, dewatering and method of dewatering if warranted.
- Recommended laboratory C.B.R values for filled up soil for both soaked and un-soaked conditions. The compaction characteristics of soil proposed to be used for filling below roads, pavements and backfilling of foundations must be furnished.
- Recommendation of soil resistivity to be considered for design purpose
- Recommendation for ground improvement and type of ground improvement techniques applicable to improve bearing capacity within permissible settlement.
- Recommendations for special soil conditions such as expansive, collapsible, highly compressible etc.
- Recommendation related to site preparation including classification, placement and compaction of fill materials required to bring the general site level of final grade level if so required. Recommendations regarding excavation, stable slopes for excavation, dewatering and method of dewatering.
- All calculations, recommended design parameters and measurements shall be reported in SI units.
- All recommendations shall be supported by back up calculations/literature back-up/extract of reference material etc.

i) Testing Procedures

All apparatus used for laboratory testing shall conform to the specification laid down in the relevant Indian Standards. All testing procedures shall conform to those laid down in relevant Indian Standards. For proper interpretation, results of each laboratory test shall be presented either as given in relevant Indian Standard or as specified in specific requirements

3. Detailed scope of Architectural Consultancy and PMC:

The scope of consultancy work shall include but not limited to planning, designing various services, preparing preliminary & detailed working drawings, construction drawings and completion plans of the following services and items forming an integral part of any of the services:

- i. Architecture
- ii. Civil
- iii. Structural
- iv. Electrical Installations and substations
- v. Sanitary, Drainage and Water Supply including pump sets
- vi. Lifts (for patients and service)
- vii. HVAC
- viii. Firefighting system including fire pumps
- ix. Non wet firefighting system
- x. Smoke detection and fire alarm system
- xi. Landscaping
- xii. Building Management System
- xiii. D.G. Sets
- xiv. Electrical Power Distribution
- xv. Various building services such as Public Address system, UPS, etc. as necessary for a Patient Accommodation Facility.
- xvi. Interior furnishing work
- xvii. Modular as well as loose furniture
- xviii. Solar power pack and solar water heating and lighting system
- xix. The dining hall including kitchen design and equipment

- xx. Environmental study, report and clearance from local bodies / central authorities, if applicable and required.
- xxi. Creche and Recreational Space as standard in Patient Accommodation Facilities.
- xxii. Any other services / systems may be found necessary by the BPCL for completion of the Project

I. Architectural Design and Key Features

The design of the patient accommodation facility focuses on comfort, ease of movement, natural light, and basic safety—ensuring a calm and supportive environment for patients and their families.

1. Overall Look and Feel

- **Simple** & **Soothing** **Design:**
The buildings are designed with a neat and clean look, using light colors like beige, cream, and soft pastels to create a peaceful setting.
- **Natural** **Elements:**
Small green spaces or courtyards near patient rooms allow sunlight and fresh air to come in. Verandas or balconies provide open areas where patients and caregivers can sit and relax.
- **Well-Lit** & **Ventilated** **Spaces:**
Rooms and common areas are designed with large windows to let in natural light and fresh air. Ceiling fans and simple shading devices help keep the space cool.

2. Easy to Move Around

- **Simple** **Layout:**
The building has separate areas for staying, eating, resting, and medical support. This helps in easy navigation and less crowding.
- **Walking** **Paths** & **Seating:**
Shaded walking paths with benches or resting areas are provided, especially to support elderly patients and visitors.
- **Wheelchair-Friendly:**
Ramps, lifts, and easy-to-use entryways ensure that all areas are accessible for people with limited mobility.

3. Basic Zoning

- **Separate** **Spaces** **for** **Each** **Function:**
The facility includes:
 - Patient rooms and caregiver spaces
 - Reception and admin area
 - Dining hall
 - Medical help desk or nursing room
 - Open sitting areas or gardens

These areas are connected by covered walkways or corridors for smooth movement.

II. Comfort and Appearance

1. Colors & Lighting

- **Colors:**
Light, neutral wall colors help create a calm and clean feeling.
- **Lighting:**
 - **Natural light:** Provided through windows and open spaces.
 - **Electric lighting:** Soft ceiling lights and bedside lamps help with visibility at night without disturbing others.

2. Flooring

- Anti-skid and easy-to-clean flooring like vinyl or rubber is used to ensure safety and hygiene.
- In common areas, simple rugs or mats can be used to give a warmer feel.

III. Safety and Security

- **Room** **Safety:**
All rooms have simple locking systems for privacy and security.
- **Fire & Emergency Readiness:**
 - Fire alarms and smoke detectors installed
 - Emergency exit signs on each floor

- Wheelchair-accessible exit paths
- Emergency buttons in rooms for calling help if needed

III. Wellness, Recreation & Relaxation Facilities

- **Indoor and Outdoor Activity Spaces:**
Provide open courtyards and simple multipurpose rooms where patients can do light activities like stretching, slow walks, or group games. Avoid intensive sports areas—keep activities calm and suitable for all age groups.
- **Yoga & Meditation Space:**
Allocate a quiet indoor room with mats and open windows for fresh air. If space allows, create a small garden area outside with benches or simple platforms for meditation or light breathing exercises.
- **Wellness Room:**
Set up one basic room for activities like physiotherapy, counseling, or small group relaxation sessions. It should have basic furniture, soft lighting, and an inviting environment.
- **Walking Path:**
Create short, smooth walking routes around the building or in nearby green patches with resting benches. Ensure the paths are wheelchair-friendly and shaded.
- **Relaxation Areas:**
Place some chairs or benches in shaded corners or indoor lounges for quiet reading or talking with family. Use simple, clean furniture with calm colors.
- **Water Features (Optional):**
A small, low-maintenance water fountain or corner water feature can be installed in the courtyard or entrance area to create a peaceful vibe.

IV. Basic Sustainability Features

- **Natural Lighting & Ventilation:**
Use large windows and open courtyards to bring in sunlight and fresh air, reducing electricity usage. Design for cross-ventilation wherever possible.
- **Simple Cooling Measures:**
High ceilings, ventilated corridors, and shaded verandahs can help keep the building cooler. Jali screens or slats can be used on sun-facing walls.
- **Low-Energy Features:**
Use solar lights or panels wherever possible, LED bulbs for all lighting, and install rainwater harvesting systems for reuse in gardening or cleaning.
- **Waste Management:**
Keep separate bins for dry and wet waste. Place clear signages and instructions. If possible, include a composting unit for organic waste.

V. Cafeteria & Lounge

- **Cafeteria Layout:**
Set up a simple cafeteria with basic dining tables and chairs. Include space for quiet meals, shared dining, and a small area for caregivers to rest or talk.
- **Clean & Calm Interiors:**
Use natural colors and easy-to-clean surfaces. Ensure there is good ventilation and lighting, preferably natural.
- **Hygienic Food Counters:**
Provide clean, stainless-steel counters for serving food, with proper sneeze guards and waste bins nearby.
- **Lounge Corner:**
Keep a small seating area near the cafeteria or entry area where families can relax or wait. Add soft lighting and a few books or magazines if possible.

VI. Reading & Resource Room

- **Quiet Reading Area:**
Allocate a small room or corner with chairs, simple desks, and shelves for books or magazines.
- **Peaceful Environment:**
Use natural light during the day. Add a few plants or soft furnishings to make it welcoming.
- **Multi-use Option:**
This space can also double as a small prayer room or counseling space when needed.

VII. Building Services – MEP

- **Electrical:**
Install LED lights and emergency lights in corridors and rooms. Provide power backup for critical areas like lifts, common lights, and the nurse's desk.
- **Plumbing:**
Use low-flow taps and dual-flush toilets. Ensure clean drinking water through UV/RO filters. Maintain good drainage.
- **Ventilation:**
Ensure natural ventilation in all rooms. Use fans and split ACs only where required. Rooms should have windows that open, and ventilators in bathrooms.

VIII. Safety & Compliance

- **Emergency** **Preparedness:**
Ensure clear signage for exits, smoke alarms, and fire extinguishers on every floor. Keep ramps and evacuation routes accessible to wheelchairs.
- **Compliance:**
Follow basic safety norms like National Building Code (NBC) and local fire guidelines. Ramps, lifts, and handrails must be included for accessibility.

IX. Suggested Spaces (G+7 Building)

- **Room Types:**
 - Twin Sharing Rooms – 85 rooms (170 beds)
 - Private Rooms – 30 rooms (30 beds)
- **Other Facilities:**
 - Common Kitchen & Dining
 - Library or Reading Room
 - Prayer Room
 - Multipurpose Room
 - Crèche or Kid's Corner
 - Small General Store
 - Office & Lounge Area
 - Basic Laundry Room

X. Recreation & Relaxation Zones

- **Indoor** **Lounge:**
Couches, reading materials, and games in a calm, clean indoor setting.
- **Activity** **Room:**
Basic room for creative sessions like art, music, or group games.
- **Outdoor** **Garden** **Area:**
Green space with benches and shaded walking paths.
- **Children's** **Play** **Area** **(Optional):**
A small, safe play zone with soft flooring and simple toys.
- **Meditation/Yoga** **Corner:**
Indoor or outdoor calm zone with mats and seating.
- **Quiet** **Spaces:**
Benches or soft chairs in isolated nooks with minimal noise for reflection or prayer.

The indicative plot layout is attached. This plot as shown in the overall plot plan is in the green belt area and was originally marked for residential facilities and not for industrial purposes.

Further Scope

- 1.1. Examination of site constraints and potential and preparing a design brief for approval. Study of Environment impact, Preparation of master plan considering all facilities / amenities like landscaping, roads, traffic flow, footpath, lighting, water supply, sewage, drainage, power supply distribution, lighting etc.
- 1.2. Complete design of the building including Initial & Structural design (including obtaining proof checking) , Sanitary, plumbing, drainage, water supply and sewerage design, Complete Interiors including, Electrical, electronic, communication systems and design, Heating, ventilation and air conditioning design (HVAC), LV (Low Voltage) Services, Fire Protection System, Building Management System, Furniture , Pantry, Kitchen Equipment and other mechanical systems, Elevators, and allied fields such as Landscape Architecture, Interior Architecture graphic Design and Signage (digital & physical) etc., complete as necessary for total completion and commissioning of Patient Accommodation facility for BPCL
- 1.3. Preparation & Submission of preliminary Cost Estimate and detailed estimate including rate analysis, Preparation and finalization of tender documents including BOQ, tender drawings, scope of work, technical conditions, QAP, Special Conditions and submission of the same to BPCL for tendering to appoint contractor for execution of works. The consultant shall also assist in shortlisting the suitable contractors.
- 1.4. Site Safety inspection, maintenance of various site records as per statutory/ CTE/ BPCL requirement, Checking & verification of Quality & Quantities of bills submitted by various agencies for works done. Scope includes certification of running bills. In the case of final bills, the Consultant shall prepare and certify the final statement for conclusion of contract(s) including variations/ deviations/ extras/ time extension/ Penalty/ LD etc. The Consultant shall maintain records as per the standard statutory / CTE Quality plans” finalized during execution of the works. On the completion of the project, all records and visual proofs shall be handed over to BPCL
- 1.5. The Consultant shall submit as built` drawings after completion and shall carry out all required documentation (including signing of required documents) as required during execution and after completion, for obtaining final completion certificate/ Statutory Clearance from various statutory authorities like APRDC, Fire Brigade, Tree Authority etc.
- 1.6. The consultant should ensure that all designs Mechanical, Electrical, and Plumbing (MEP) designs should be verified by domain-specific engineers or consultants with expertise in compliance and functionality to ensure compliance with the highest standards.

2. Architectural Design/ Tender Documents/ Drawings

- i. Study existing space allocation vis-a-vis the requirements of BPCL and prepare preliminary layout drawings for the proposed facility to be constructed and submit it to BPCL for approval.
 - ii. The consultant shall also propose a plan to keep in line with the latest norms of Building Codes. The consultant shall prepare alternate proposals (at least 3 options), including revisions thereof as per requirement, showing entire space planning, main entrance, lobby, reception area, cafeteria, exterior of the building, etc. complete and present the same to BPCL for approval.
 - iii. On approval of the layout drawing, the Consultant shall also provide 3D rendered views and present the same to BPCL for finalization of the theme. The 3D rendered views shall clearly provide the look and feel of actual finishes of the completed project that shall be executed at site.
 - iv. The necessary suggestions by BPCL shall be incorporated in the final selected 3 D rendered theme which shall be the basis for implementation and execution at site. The consultant shall ensure that the 3 D rendered finishes shall be in line with the full-fledged completed patient accommodation facility being implemented at site.
- 2.1. **Design Basis Report/ Proof Checking:** On approval of the layout drawing, Consultants will parallelly prepare the detailed layouts. The scope of consultants includes Preparation of DBRs (Design Basis Report), detailed structural analysis of the total building, detailed design as per Site Safety inspection, maintenance of various site records as per statutory/ CTE/ BPCL requirement, Checking & verification of Quality & Quantities of bills submitted by various agencies for works done. Scope includes certification of running bills. In the case of final bills, the Consultant shall prepare and certify the final statement for conclusion of contract(s) including variations/ deviations/ extras/ time extension/ Penalty/ LD etc. The Consultant shall maintain records as per the standard statutory / CTE Quality plans” finalized during execution of the works. On the completion of the project, all records shall be handed over to BPCL
 - 2.2. The Consultant shall submit as built` drawings after completion and shall carry out all required documentation (including signing of required documents) as required during execution and after completion, for obtaining final completion certificate/ Statutory Clearance from various statutory authorities like APRDC, Fire Brigade, Tree Authority etc.
 - 2.3. The consultant should ensure that all designs Mechanical, Electrical, and Plumbing (MEP) designs should be verified by domain-specific engineers or consultants with expertise in compliance and functionality to ensure compliance with the highest standards.

- v. **On approval of the design details, detailed construction drawings shall be prepared and submitted. The Consultant is required to obtain Proof checking of structural design by concerned professors in IIT/NIT/ Govt Engg Colleges.**

Note: - Fees paid to proof checking after prior intimation to BPCL, shall be reimbursed on submission of original documents of clearance and fees paid.

The Consultant shall also prepare and submit the DBRs for other systems like Electrical, Fire Fighting, Interior Consultant, BMS, HVAC, etc., as required.

- vi. On approval of the layout drawing, Consultants will parallelly prepare the detailed layouts for submission to various Statutory Authorities and local bodies along with necessary documents. All the drawing/ applications /documentation as per the extent stipulated by various byelaws shall be signed and submitted. Liaisoning with govt/ statutory bodies for obtaining clearances is in the scope of consultant.
- vii. The Consultant will bear in mind the fact that drawings and specifications will be in line with the stipulations laid down by and/or as per the requirements of Municipal & other Statutory Authorities.
- viii. The consultant is required to provide list of approved makes for the building materials, fittings/fixtures etc. which shall be part of various tender documents. The specification makes etc shall be finalized only after discussion with BPCL Engineer In charge and shall be befitting the standards of BPCL and suitable for the project. The consultant shall also ensure that the specs and makes of items mentioned in the design drawings and tender documents shall be in conformity with ISI standards or higher as alternatively approved by BPCL where such ISI standards are not available.
- ix. The consultant shall prepare the detailed drawings, perspective views, tender documents, estimates, etc. for the works and submit the same for approval of BPCL for floating tenders. The Consultant shall submit detailed Estimate for tenders and shall conform to the schedule of Rate of CPWD or State PWD, wherever available and reference shall be furnished. BPCL expects that the bill of quantities as well as estimates would be so worked out that the variations between the actual and the estimate should be as minimum as possible. In other cases, the estimate is required to be in line with Market Rate based analysis, the Consultant shall carry out detailed estimation based on relevant rate analysis after discovering prevailing market rates. The Consultant shall also prepare detailed scope of work, technical conditions, QAP, Special Conditions for appoint various agencies for execution. However, tenders shall be floated by BPCL.
- x. All drawings /designs /details will be submitted to BPCL for approval. Final drawings /designs /details will be prepared by consultant keeping in view the comments/suggestions of BPCL. Consultants shall proceed in accordance with the priority framed by BPCL from time to time.

- xi. Consultants shall prepare landmark designs inspired by the culture of the organization and equipped with the latest technological advances and give due attention to selection of building materials which are easily and locally available.
- xii. Consultants should make use of the latest & locally available materials of repute. However, due consideration is to be given for its practical/operational use.
- xiii. Consultant s/Consultants will bear in mind the fact that the drawings and specifications laid as per requirements of the Local Authorities adhered to.
- xiv. All reproducible/tracings of approved drawings and approved drawings in digital form (PDF and AutoCAD format) will be handed over by the Consultant to BPCL. The approved designs/drawings prepared by the Consultant shall be used by BPCL at its own discretion.
- xv. Consultants shall make themselves conversant with the procedures prevalent in BPCL for inviting tenders and prepare tender documents accordingly. The consultant will provide along with the tender documents, copies of estimate and rate analysis for each item on a basis.
- xvi. Consultants shall prepare the most optimum tender packages to reduce the number of packages for better project management. The consultant shall adopt all measures for successful completion of the works within the Approved Cost and agreed Time period.
- xvii. The consultant shall ensure the preparation of the most efficient and optimized tender packages to streamline the procurement process and reduce the overall number of packages. This approach aims to enhance project management by simplifying coordination efforts, reducing administrative overheads, and minimizing potential delays caused by managing multiple vendors or contracts. Key responsibilities of the consultant in this regard include:

Optimized Tender Packaging:

- Analyze the project requirements comprehensively to consolidate similar or interdependent works into single packages.
- Structure packages to align with the project's cost and time constraints while ensuring high-quality outputs.

Project Cost and Time Management:

- Adopt measures to maintain strict adherence to the approved project budget and timeline.
- Identify potential cost-saving opportunities during packaging without compromising on quality or project scope.

Vendor Sourcing and Evaluation:

- Conduct a thorough market search to identify reliable and competent vendors for each tender package.
- Provide suggestions to BPCL to include criteria for vendor pre-qualification, capability assessment, and technical evaluation in the scope of work in line with BPCL guidelines/CTE/applicable ministry guidelines.
- Leverage industry networks and databases to ensure diverse and competitive vendor participation.

Ensuring Completion Within Approved Parameters:

- Onboarding the appointed contractors by BPCL to the project and continuously monitor vendor performance to ensure alignment with project goals.
 - Implement corrective measures as necessary to prevent cost overruns or delays
- xviii. Consultant shall prepare the tender documents to enable BPCL to invite tenders from the Contractors. The tender documents shall consist of:
- Complete specifications of jobs including general conditions as stipulated by BPCL.
 - Bill of Quantities of all items in tender with rate analysis
 - Complete set of architectural/working drawings for various jobs like Civil/ Interior/Electrical /Water supply/LAN/Telephone/Air-conditioning/Fire Fighting etc.
 - Terms and Conditions of the Contract
 - Any other document required to be included in the tender document.
- xix. The completed tender documents along with tender drawings, detailed material specifications, Bill of Quantities, special Terms and Conditions of tender etc. will be made available by Consultant to BPCL. and shall ensure self-sufficiency of tender documents to eliminate any discrepancy between the intent of the specifications with those of the various items of BOQ and Estimates etc. based on architectural drawings prepared by them BPCL will review the document suggest changes and the tender in E procurement portal will be floated by BPCL. The consultant shall support BPCL in Technical evaluation of the bids received by BPCL on e-portal.
- xx. Further post necessary evaluation of technical and price bids, BPCL shall award the job the successful bidder and intimate the consultant for further onboarding the contractor the project.
- xxi. The consultant shall supply the Contractors/ BPCL/ Other stakeholders with enough copies of working drawings, specifications and other particulars to enable them to carry out the work satisfactorily.
- xxii. The Consultant may assign some of the specialized works/ services which are part of this tender to specialized/associate agencies after prior approval of the Engineer In charge of BPCL at no additional cost to BPCL. However, BPCL at its discretion may ask the Consultant to change any of these specialized/associate agencies if the quality of work, progress and expertise doesn't meet the satisfaction level of BPCL. The decision of BPCL in this regard will be final and binding on the Consultant and the Consultant will change the specialized/associate agencies as requested by BPCL.
- xxiii. The Consultant can change the associate / specialized consultant engaged by them for rendering the above specialist services with the prior written approval of BPCL However Consultant shall be fully responsible for all the works carried out by the specialized/associate agencies engaged by the consultant for the subject project.

- xxiv. The fee to these specialized/associate agencies appointed under this clause shall be paid by the consultant, within the overall approved fee payable by the BPCL to them. The expenses incurred by these specialized/associate agencies regarding site / office visits required in connection with the Project will be borne by consultant
- xxv. The single point of contact for BPCL shall be the appointed consultant only and all the works and services rendered by the specialized/associate agencies appointed by the consultant shall be sole responsibility of the consultant only.
- xxvi.** The scope of work of any of the items may be withdrawn by BPCL at its sole discretion at any time and the decision of BPCL shall be final and binding in this regard
- xxvii. Consultants will ensure adherence to relevant Statutory /Urban Local bodies (ULB) norms and obtain all statutory approvals like building commencement permits, completion certificates, clearances, No Objection (NOC) certificates/FIRE NOC as required for the project. The preparation of necessary drawings for submission to various statutory/local authorities and its submission with the concerned authorities shall be the responsibility of consultants **including MOEF, APPCB & CRZ if applicable for the project.**
- xxviii.** The development is to be done in compliance with the Development Regulations notified for the said Area, up to date as per the local byelaws as per the extant applicable.
- xxix.** The Consultant shall be responsible for checking and inspection of quality of materials and workmanship, deployment of Labor force of the Contractor and giving suitable instruction for proper execution of works.
- xxx.** The Consultant shall be responsible for certification of Quality, measurements and bills of all Contractors / Agencies/ Vendors as per the terms of the order placed.
- xxxi.** The Consultant prepares and submits Progress Reports as per approved format to BPCL on a continuous basis and holds weekly/ monthly review meetings with BPCL updating the projects status and finalizing the decisions in consultation with BPCL
- xxxii.** Consultants will be required to make visits to the site as required by BPCL.

xxxiii. Consultants shall deploy their team in site for day-to-day supervision. Constitution of the Team/ Minimum Proposed Manpower with minimum qualification but not limited to for the project shall be as follows “

Sr. No.	Personnel	Minimum Qualification	Experience
1	Project Manager	B.E. Civil required (master's in construction management preferred)	15 Years
2	Project Engineer	B.E. Civil required	10 Years
3	MEP Engineer	B.E. Mechanical/ Electrical/ PHE	10 Years
4	Safety Engineer	B.E. (Additional Safety Engineering certification preferred)	10 Years
5	Architect	B. Arch. Or M.Arch	5 Years

xxxiv. Further Consultant to ensure manpower mentioned in the above table under sr. no 2, 3, 4 , 5 shall be positioned mandatorily at site during the required construction phases of the project. Once the work commences at site, consultant to ensure Manpower as per Sr. 1, 2, 3 and 4 in the above table to be deployed at site mandatorily throughout the completion of the project.

xxxv. Chief architect and Design engineers to visit sites for all critical activities and major meetings with the client.

xxxvi. Detailed plan with manpower credential (CVs) to be submitted to BPCL. If the deployed manpower is not found to be competent BPCL at its own discretion, ask for replacement of the same

xxxvii. Consultant to also ensure safety as per BPCL HSSE policy in coordination with BPCL officer in charge. Consultant' shall ensure that Contractor(s) implement required Health, Safety & Environmental (HSE) practices at the Construction Sites and they also comply with all statutory obligations related to workmen deployed at the Construction Site.

xl. Consultant to supervise the entire work, checking quantities and specifications as laid down in the approved documents, detailed drawings/designs.

- xli. To prepare/ maintain detailed work schedule in the form of Bar Chart indicating detailed breakup of different activities keeping in view the overall time schedule of the project. Any comments/ suggestions made by BPCL will be incorporated by the Consultant.
- xlvi. Consultant to anchor /conduct/ drive/ participate in the periodical meetings with BPCL's representative and the representatives of various agencies executing the work with a view to discussing the progress of work, provide clarifications and decisions.
- xlvi. Consultant to monitor progress by having regular weekly/ fortnightly/ monthly meetings with the vendors and BPCL's representatives. The frequency of such meetings will be jointly decided by BPCL and consultant from time to time as required. To check the actual progress of work in accordance with the agreed work schedule and co-ordinate accordingly to ensure timely completion of the project. Consultants are required to issue all requisite drawings/instructions to the Contractors and co-ordinate the entire site activities in line with the tender conditions, specifications etc. and ensure that the site works are completed as per the agreed timelines. Any decision taken by the consultant shall be with due approval of BPCL officer in charge
- xlii. Consultant to ensure uninterrupted progress, continuity and smooth & seamless integration of jobs to achieve the targeted overall project schedule, cost and quality of implementation, to supervise the entire work and ensure the quality of works at site, check the measurements and certify the bills of the contractors appointed by BPCL.
- xlii. Consultant shall perform the work promptly in an efficient, orderly and workmanlike manner and shall deploy necessary qualified and skilled persons according to the requirement of the work, enforce discipline and order among its employee and observe the safety and security instructions of BPCL while operating at the site. Activities involved with co-ordination and management with external/internal agencies during execution of work.
- xlii. Daily/Weekly meetings with the contractors, Progress review meetings with BPCL, replying to contractor's letters, closure of contracts, keeping proper measurement record, cement/steel/other material records, issue & consumption records, hindrance records and assisting owner for arbitration, audit, vigilance query, etc.
- xlii. Review of detailed engineering drawings / shop drawings and documents of vendors/contractors.
- xlii. Overall Construction Management, Construction supervision & Quality Assurance. Overall Project monitoring including Cost & Time reporting for all the activities covered under the scope of this contract. Preparation of Daily & Monthly Progress reports
- xlii. Plan, initiate, guide, coordinate, supervise and control the entire activities through a team of specialists and experts on various aspects of the project, to ensure progressive release of work front for timely completion of works. To ensure that all the conditions, requirements, etc. are stipulated by statutory/external authorities as part of the approvals/clearances / permissions.
- I. Plan, define parameters & ensure the Performance test run of various equipment as per the requirement.

- li. Consultants shall obtain work Completion/ Occupancy Certificates & Clearances for completed Work and Facilities before handing over the same to BPCL for putting them to functional use. BPCL shall provide all assistance in this process.
- lii. 'Consultant' shall hand over to 'BPCL completed Work including all Services and Facilities constructed in accordance with the Approved Plans, Structural Stability Certificate, Specifications fulfilling all techno-functional requirements agreed with BPCL along with Inventory, As built - Drawings, Maintenance Manual/ Standard Operating Procedure (SOP) for Equipment's and Plants, all clearances /Certificates from Statutory Authorities, Local Bodies etc.
- liii. On completion of the work, a Project Completion Report (PCR) shall be submitted by consultants duly bringing out the Final Project Completion Cost, Total Time taken to complete the work and also completed Project Components as against the approved Cost for all awarded contracts of BPCL, Time and Project Components.
- liv. The construction work is open to technical/quality audit/ financial audit by any authorized Government agency to which the consultant will render assistance in discharge of their duties.
- lv. Preparation of Final Report, which shall contain technical and financial information on the project. Maintaining records related to the PROJECT during PROJECT execution.
- lvi. The Consultant shall be responsible for final inspection, checking / supervision of testing, commissioning of various systems and shall assist BPCL in taking over of various parts of works and of various systems and final handovers by all appointed contractors.

3. Checking Bills & Conclusion

- i. Consultants will be responsible for checking of running bills of various Contractors according to the quantitative statement based on actual volume of work carried out and forward it to BPCL with relevant measurement sheets in the prescribed format.
- ii. The consultant shall check the measurement of work done for each Running Account/ Final bills of various Contractors based on actual work carried out at site. Consultant shall issue the required certificate for payment of running bills at the earliest possible time, in any case, not later than 14 days from the date of submission of the bills (along with supporting documents) by the Contractors. BPCL reserves the right to ask the joint measurements of quantity at any time.
- iii. Consultants will be required to include all items in the tender document itself and in the normal circumstances there should be no need for extra items. In any case the number/value of the extra items will be kept to an absolute minimum.
- iv. Consultant will check final bills of various Contractors based on actual work carried out and prepare certificates for final payment, deviation statement, extra items statement and time extension if any etc. within 21 days from the date of submission of the bills by the Contractor and submit for final approval from BPCL.

- v. For Conclusion of each contract, Consultant shall prepare the final variation statement for each contract mentioning reasons / justification for all variations/ deviations/ Extras/ delay analysis.
- vi. The Consultant shall verify/cross check the rates being claimed for the extra items/ deviations to be in line with market rates. The reasonability of the rates for these items are to be checked & certified by the Consultant for conformance of market rate based on CPWD SOR/ Contract Rates of similar class of items/ Market Analysis. Along with the above, the Consultant shall prepare detailed delay analysis based on the site hindrance register maintained for various contracts, to arrive at the actual delay attributable and Liquidated Damage/ Penal implication thereof for respective contract(s). These documents shall be submitted to BPCL for further approval and payments thereof.
- vii. The Consultant if required, may have to submit Quarterly reports on the health status of each of contracts. Such reports shall cover details with respect to the anticipated variations, deviations, key site decisions, minor changes in scope/ specification deviations, progress of work etc., along with financial impact thereof.
- viii. Consultant shall make recommendations to enable BPCL to settle all the outstanding matters/ disputes with the third parties regarding pending bills, claims, cases of delayed delivery/ delayed completion etc. of vendors and contractors. The consultant shall provide clarifications sought by BPCL in these regards on a case-to-case basis.

TERMS AND CONDITIONS OF TENDER

1. COMPLETION PERIOD

The Consultant shall make all the necessary effort to ensure that the project execution is done in a timely manner. The tentative breakup of the deliveries of consultants shall be as follows:

Stage	Activity to be completed	Timeline
1	Conducting soil investigation, Providing Master plan, Conceptual Architectural drawings and design, preliminary Architectural design basis report with Sustainability Concept, Preliminary cost estimate, incorporate BPCL comments and submit the final details for approval. (Submissions: 3 hard copies and soft copies along with pdf)	Within 2 months from the date of issue of work order
2	On approval of conceptual layouts, preparation of 3D rendered images using appropriate software to match with the actual finished material proposed to be used for exteriors, common areas and interior views, 3D walkthrough for the developmental area, building exteriors, elevation and lobby. Submission of design report for Structure, services & landscape after incorporating changes if any. (Submissions: 3 hard copies and soft copies along with pdf)	Within 2 months from approval from BPCL of stage 1
3	Preparation and submission of Proof checking Drawings & documents mentioned in tender, incorporating revisions if any, submission of all required drawings for Statutory Approval/ layouts/ documentation to the statutory authorities' viz., VMRDA/ Fire Authorities/ Airport etc., as applicable	3 months from approval from BPCL stage 1
4	Preparation of BOQ, tender drawings, tender documents for all works, including specifications, Schedule of quantities, conditions of contract, Preparation and submission of detailed estimate, including rate analysis for all items as per requirement of BPCL. Issue of tender drawings (minimum 3 sets of hard copies of each, soft copies in AUTOCAD, Pdf formats) for floating tender by BPCL Obtaining Statutory approvals from relevant authorities applicable, required for work commencement.	3 months from stage 3
5	Assisting BPCL in Pre-bid meeting and its clarifications to bidders, responding to bidder queries received during Tender evaluation and award of job by BPCL. Good for construction (GFC) drawings package to be made ready for issuing to the contractor along with preparation of milestone chart for the execution of job. Site supervisions and contract managements required and as per scope of work broadly covering the following: Ensuring coordination of various contract agencies at site Ensuring the execution of contracts as per project milestones and updating the same Issue revised construction drawings with minor revisions, if necessary for all works (including Architectural & Structural drawings)	Within 15 days of floating tender by BPCL

	<p>Visits of structural designer for RCC Pour or major clearances and as per scope of work. Periodic inspection of work during execution at regular intervals is mutually agreed upon.</p> <p>Approve samples of various elements & components Check & approve shop drawings submitted by the contractor/vendors. Certification for intermediate work done as per RA & Final bills of the contractors Monitor the estimated quantities for variation and justification for additional expenditure, if any.</p>	
6	Minor variations in drawings/ details during execution of work	Within 1 working day
7	Major variations in drawings/ details during execution of work	Within 7 working days
8	Measurements of contractors running bills and certification for payment	7 days after the date of submission
9	<p>Certification of final contractor's bills in co-ordination with BPCL: Conclusion of Contract – Final bill Certification, Extra Items (including rate analysis for extra items), Variation Statement Preparation, delay analysis, submission of as built drawings</p>	1 month from the date of completion and submission of documents by the contractor.

Note: - Preparation of BOQ, drawings, tender documents for Interior, MEP & other associated works are required to be worked out progressively to ensure that the contractors on boarded by the time work front is available, considering around 100 days of tendering process time, as per the broad schedule mutually agreed and finalized.

2. Period of contract:

The contract for the Architectural services shall be initially awarded for a period of 3 years from the date of LOI, considering the tentative execution schedule. However, the contract shall remain in force till such time all works at site are completed in all respects and final Occupancy Certificate from statutory authorities is obtained.

3. Liquidated Damages:

The completion period for the Consultant's deliverables as stated above shall be deemed to be the essence of the contract. In case of any delay, the Consultant agrees to pay / application of Liquidated Damages at the rate of 0.5% of the total fees payable for every week of delay or part thereof subject to a maximum of 5% of the contract value, once it is established that the delay is due to the Consultant.

4. General Conditions of Contract

Consultant /Consultant shall be required to adhere to the General Terms and Conditions as stated in 'Annexure IV

5. Fees and terms of Payment:

The fees payable to you shall be (as agreed in the contract) % (percentage) of the total works cost, for which Consultant architectural services will be rendered by you. This shall include fees payable to Structural and other consultants. No extra should be paid for site visits. For interim and final payments the following phasing of fees will be applicable: -

S.n.	Description of job	Percentage fee payable
Item 1	<p>Charges towards providing Architectural cum consultancy Services including Project/ Construction Management for construction of Patient Accommodation Facility at Tata Memorial Center, Visakhapatnam. The job also includes:</p> <p>a) The consultancy work includes providing necessary consultancy for dismantling of existing building structure and related approvals if any relevant authorities.</p> <p>B) Charges towards providing Architectural cum consultancy Services including Project/ Construction Management for the area development including outdoor lighting, electrification, plumbing, landscaping, pathways, any other outdoor equipment artifacts etc. including obtaining requisite statutory approvals and necessary liaisoning as per the scope of work.</p> <p>c) Charges towards providing Architectural cum consultancy Services including Project/ Construction Management for the built up area including civil, interior, MEP and associated works including obtaining requisite statutory approvals and necessary liaisoning as per the scope of work.</p> <p>d) Supervision, co-ordination, monitoring of execution of project till completion as per the scope of work.</p> <p>e) Liaisoning and documentation for Obtaining all required statutory approvals such as Commencement certificate, completion certificate etc. from competent authority including MoEF&CC, CRZ, PCB & any other statutory approvals from Local Govt. body which will be required for completion and occupation of building as per</p> <p>Charges towards carrying out Geo technical survey as per the scope of work.</p>	

a)	<p>On submission of Conceptual Architectural drawings and designs, getting BPCL's comments, incorporating those and submission of one best economic proposal, conducting soil investigation and submitting reports, providing Master plan, preliminary Architectural design basis report with Sustainability Concept, Preliminary cost estimate, incorporate BPCL comments and submit the final details for approval.</p> <p><i>(Lowest of consultant fee arrived out of the estimated total project cost made by the Consultant and maximum ceiling, will be considered for computing the total fees payable)</i></p>	5% of the total fee payable
b)	<p>On submission of 3D rendered images using appropriate software to match with the actual finished material proposed to be used for exteriors, common areas and interior views, 3D walkthrough for the developmental area, building exteriors, elevation and lobby. Submission of design basis report for Structure, services & landscape after incorporating changes if any</p> <p><i>(Lowest of consultant fee arrived out of the estimated total project cost made by the Consultant and maximum ceiling, will be considered for computing the total fees payable)</i></p>	5% of the total fee payable
c)	<p>Preparation and submission of Proof checking Drawings & documents as mentioned in tender, incorporating revisions if any, submission of all required drawings for Statutory Approval/ layouts/ documentation to the statutory authorities' viz., VMRDA/ Fire Authorities/ Airport etc., as applicable.</p> <p><i>(Lowest of consultant fee arrived out of the estimated total project cost made by the Consultant and maximum ceiling, will be considered for computing the total fees payable)</i></p>	5% of the total fee payable
d)	<p>Preparation of BOQ, tender drawings, tender documents for all works, including specifications, Schedule of quantities, conditions of contract, Preparation and submission of detailed estimate, including rate analysis for all items as per requirement of BPCL. Issue of tender drawings (minimum 3 sets of hard copies of each, soft copies in AUTOCAD, Pdf formats) for floating tender by BPCL</p>	15% of the total fee payable

e)	<p>Obtaining Statutory approvals from relevant authorities applicable, required for work commencement.</p> <p>(The estimate is to be prepared in detail based on the market rate based on CPWD SOR/ Contract Rates of similar class of items/ Market Analysis and the detailed item wise rate analysis is to be prepared for non-SR items).</p> <p>(Lowest of consultant fee arrived out of the detailed tender estimate made by the Consultant and maximum ceiling, will be considered for computing the total fees payable)</p>	10% of the total fee payable
f)	<p>Handing over construction Drawings good for execution to the contractor. Assisting BPCL in Pre-bid meeting and its clarifications to bidders, responding to bidder queries received during tender evaluation, assisting BPCL to carry out negotiation with bidders and award of job by BPCL.</p> <p>Submission of Good for construction (GFC) drawings package for issuing to the contractor along with preparation of milestone chart for the execution of job.</p> <p><i>(The lowest consultant fee arrived out of the contract award value and maximum ceiling will be considered for computing the total fees payable)</i></p>	5% of the total fee payable
g)	<p>On completion of execution by the contractor, these fees may be paid by installments, as the supervision proceeds, consistent with the value of building works as certified by consultant from time to time. Each installment shall be based on and shall become payable after each corresponding running bill of the construction contractor duly certified by the Consultants.</p> <p><i>(Lowest of consultant fee arrived out of the running bill value and maximum ceiling, will be considered for computing the total fees payable)</i></p>	30% of the total fee payable
h)	<p>On final completion of all works including settling the claim and extras, omissions, deviations and complying all other statutory requirements and finalization of the bill of contractor.</p> <p>Submitting "As built" plans in the form of hard copy and soft copy (digital form, AUTOCAD, pdf forms).</p>	15% of the total fee payable

	<i>(The lowest consultant fee arrived out of the total concluded contract value and maximum ceiling, will be considered for computing the total fees payable)</i>	
i)	<p>Obtaining completion certificate / occupancy certificate and all other statutory compliances required as part of the project and submission of the documents to BPCL.</p> <p><i>(The lowest consultant fee arrived out of the total concluded contract value and maximum ceiling, will be considered for computing the total fees payable)</i></p>	10% of the total fee payable

xxiii. On account payment to the Consultants

Interim payment made to the Consultants shall be without prejudice to the final making up of the accounts and shall not be in any respect considered or used as evidence of any facts stated in or to be referred to in such accounts nor of any quantity of work having been executed nor of the manner of its execution.

Total consultancy charges will be worked out based on the percentage quoted by the Consultants **on the actual value of the work carried out as per the bills** and for which consultancy charges are rendered.

The payment of the final bill will be suitably adjusted to ensure payment of the consultancy charges on the actual value of work carried out, subject to the upper ceiling as fixed in the agreement.

However, in case of total value calculated based on percentage quoted exceeding the maximum ceiling at any stage, the total payable will be limited to maximum ceiling.

The scope of work expected of the Consultants indicated above is not exhaustive. The Consultants should render to the owner, all the services that are normally expected of a Consultant for such project, at no extra cost.

The Consultants will be paid the consultancy fee as per the schedule given above. However, these should exclude the costs directly incurred by the owner, as also the cost of items or jobs in purchase and execution of which the consultants have not provided or have not been required to provide their services.

Payments for interim bills shall be made within 14 days of submission by the Consultant and acceptance of the same by BPCL. The payment for the final bill shall be made within 21 days of submission by the Consultant and acceptance of the same by BPCL.

xxiv. DETAILS OF AMOUNT REIMBURSABLE

The cost towards the following shall be reimbursed to the Consultant on production of original invoices, subject to fulfilling the deliverables

- Proof Checking - Fees paid for proof checking from IIT/NIT/ Govt Engg Colleges shall be reimbursed on submission of original documents of clearance and fees paid.
- Fees payable to Statutory Authorities if any on statutory payments

For the reimbursement transaction, as per GST law, the Consultant would be considered as “a pure agent” and therefore double GST shall not be admissible

xxv. Other Terms & Conditions of Contract

1) General

- a. The consultant should render all services that are required for completion of the project within reasonable limits and as mutually accepted.
- b. Consultant may have to work on Holidays/Weekly Off days/round the clock basis as per the Project requirement.
- c. The Consultants shall be fully responsible for the soundness and correctness of all designs of the buildings and for every portion thereof and for their conformity to the approved plans, designs, specifications and conditions of contract applicable to the works.
- d. The appointment of any engineering or supervisory staff by BPCL to supervise the work shall not in any way diminish the responsibility of the Consultants under this clause.
- e. In case of contradiction between clauses in Special & General Conditions of Contract, clauses in Special Conditions shall prevail.

2) Tender Liable to Rejection:

- a. 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.
- b. Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected.
- c. Canvassing in connection with tenders is strictly prohibited and tenders submitted by the tenderer who resorts to canvassing will be liable to rejection.
- d. Tender containing uncalled remarks or any additional conditions are liable to be rejected.
- e. Tenders which do not fulfill all or any of the conditions laid down in the tender documents or are incomplete in any respects.
- f. BPCL reserves the right to cancel the tender without assigning any reason.

3) Compliance of entire provisions is obligatory:

It shall always prevail unless otherwise specifically stated that the entire provisions of the Contract Document have been agreed upon and accepted for compliance by the Consultant s/Consultants without any reservation.

4) Fees quoted shall remain firm throughout the pendency of contract:

The Fees quoted by the Consultant shall remain firm throughout the period of the contract (which shall also include the extended period) and shall not be subjected to any sort of escalation.

5) Design, work & building materials to conform to ISI specifications:

The specifications of the entire work shall be according to ISI specifications unless otherwise approved by BPCL.

Design and construction of buildings shall conform to the latest editions and relevant ISI specifications. If a particular specification is not available in the said ISI specifications, then the specifications laid down by consultant and approved by BPCL shall be followed.

The building materials, fittings, fixtures etc. included in the schedule of quantities mentioned in the designs/drawings shall be in conformity with ISI standards or alternatively approved by BPCL where such ISI standards are not available.

6) 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 to use it for disaster preparedness and mitigation at policy planning and project formulation stage.

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

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

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

- 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

7) No extra for corrections, revisions:

Consultants shall carry out the work and incorporate corrections, revisions, additional alterations, deletions and substitutions as informed by BPCL from time to time and no extra payment shall be made for this.

8) Additions and alterations:

BPCL shall make any alterations or omission from or addition to or substitution to the original specifications / drawings and instructions that may appear to them necessary or advisable during the progress of the work. The consultant shall be bound to carry out the work in accordance with the instructions. All these additions, alterations, omissions and substitutions shall not invalidate the contract.

Any additions, alterations, deletions, omissions and substitutions in the scope of work, specifications and schedule of quantities desired by the Consultant s or any clarifications and interpretations provided by the Consultant s / Consultants to the Contractors must be with information and concurrence of BPCL in writing.

9) Drawings, Correspondences:

Copies of all correspondence, drawings and instructions issued to the contractors shall be forwarded to BPCL. Consultant s / Consultants to submit soft copies of all Drawings/ Details / Estimates with detailed Rate Analysis prepared from time to time for the record of BPCL

10) No compensation for non-commencement of work:

If at any time, after the commencement of work, BPCL for any reason whatsoever do not require the whole job or part thereof as specified in the tender to be carried out, the BPCL shall give notice in writing to the Consultant 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 work in full, but which he did not derive in consequence of the full amount of the work not having been carried out.

The fees payable to the Consultant will be restricted to the stages referred to in "Fees and Terms of Payment" up to which the services of consultant have been utilized, and they shall not be entitled to any other amounts whatsoever by way of damages or otherwise

11) BPCL may withhold payment:

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

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

12) No Compensation for Delay in Effecting Payment:

The Consultant shall have no claim for any interest or any other compensation with respect to delays in payment of interim or final bills or in respect of any amounts, which may be with BPCL owing to any dispute between BPCL and Consultants.

13) BPCL'S lien on all money due:

BPCL shall have a lien on over-all or any money that may become due and payable to the Consultant under these presents and/or also over the amount paid under the contract, for or in respect of any debt of sum that may become due and payable to BPCL by the Consultants / either alone or jointly with another or others and either under his or under any other contract or transactions of any nature whatsoever between BPCL and the Consultant and further that BPCL

shall always be entitled to deduct the said debt or sum due by consultant from the money, securities or deposit which may become payable to the Consultants under these presents.

14) No extra for delay in completion of work:

The Consultants shall not be entitled to any payment or remuneration over and above the fees herein before stipulated on the ground that work of construction, renovation or installation is not, for any cause or by any reason whatsoever, completed by the due date, nor shall the Consultant be entitled to any extra payment or remuneration by reason or on account of any delay caused by contractor or BPCL.

The total remuneration to be paid to the Consultant under this contract shall not in any event exceed the agreed fees unless specifically agreed otherwise (in writing).

15) Notice of contract:

The Consultant shall furnish to the Manager, the name, designation and address of his authorized Agent having Power of Attorney duly registered and all complaints, notices, communications and references shall be deemed to have been duly given to the Consultant if delivered to the Consultant or their authorized agent or left at or posted to the address so given and shall be deemed to have been so given in case of posting on the day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contracts with partners, any change in the constitution of the firm shall be forthwith notified by the Consultant to BPCL, unless BPCL is advised in writing of such reconstitution the liability of the partners so far as BPCL is concerned will remain the same.

16) Assignment or subletting of contracts:

The subletting of work by the Consultant shall not establish any contractual relationship between the agency to which work has been sublet and BPCL shall not relieve the Consultant of any responsibilities under the contract.

17) On account payment to consultants:

Interim payment made to the Consultant shall be without prejudice to the final making up of accounts and shall not be considered in any respect or used as evidence of any facts stated in or to be referred to from such accounts nor of any quantity of work having been executed nor of the manner of its execution.

The total Fees will be worked out based on the percentage of fees quoted by the Consultant on the actual value of the work carried out as per the bills and for which consultancy is rendered. The payment of the final bill will be suitably adjusted to ensure payment of Consultancy Charges on the actual value of work carried out, subject to the upper ceiling as fixed in the agreement.

Consultant will be paid the consultancy fees as per the schedule given. However, these should exclude the costs directly incurred by the owner, as also the cost of items or jobs in purchase and execution of which the consultants have not provided or have not been required to provide their services.

18) Fees in case of abandonment:

In case of abandonment, the work completed up to the respective stages in which such abandonment has taken place and final fee for that stage will be paid to the Consultants on the estimated cost/actual value (as applicable) of the work in question as approved by BPCL.

It shall be open to BPCL to terminate this agreement by giving notice of 1 month in writing, in the event of any breach or misfeasance on the part of the Consultants. The Consultant shall not in the event of such termination, being due to breach or misfeasance, be entitled to any compensation or damage against BPCL, but shall be entitled only to their fees as earned up to that date.

19) Clerical errors:

Neither party shall take advantage of any clerical error or mistake which may creep in or occur in the plans, instructions, tender or any other paper supplied to or by the Consultant in connection with the work, but such clerical errors or mistakes shall be brought to the notice by the one to other without any loss of time and the same shall be rectified.

20) Discrepancy with SCC:

If there is any difference/discrepancy between the Terms and Conditions mentioned in the Standard Terms & Conditions of Contract and any special conditions agreed by both parties after invitation of tender but before issuing of Work Order/Letter of Intent, then the latter will prevail.

21) Safety and Security –

- i. The consultant shall abide by the safety and security regulations enforced by the owner from time to time. The consultant shall comply with all the rules, regulations and orders of various statutory authorities, insurance, Engineer-In-Charge of BPCL, etc. at no extra cost to the owner.
- ii. A detailed Safety Plan for all activities on site for a particular job is to be obtained from Contractors, wherever necessary and submitted to OWNER.

22) As per CVC guidelines, Hindrance registers, as per OWNER's format, are to be maintained by the Consultant for each functional area during the tenure of the Project

ANNEXURE-IV: GENERAL CONDITIONS of CONTRACT (GCC)

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 authorized by the Owner to act for and on his behalf for operation of this contract.
- 5) The "Work" shall mean the works to be executed in accordance with the contract or part thereof as the case may be and shall include extra, additional, altered or substituted works as required for purpose of the contract.
- 6) The "Permanent Work" means and includes works which will be incorporated in and form a part of the work to be handed over to the Owner by the Contractor on completion of the contract.
- 7) The "Construction Equipment" means all appliances, Tools/Tackles and equipment of whatsoever nature for the use in or for the execution, completion, operation or maintenance of the work unless intended to form part of the Permanent work.
- 8) The "Site" means the areas on which the permanent works are to be executed or carried out and any other places provided by the Owner for purpose of the contract.
- 9) The "Contract Document" means collectively the Tender Document. Designs. Drawings or Specifications, agreed variations, if any, and such other document constituting the tender and acceptance thereof.
- 10) The "Consultant" means the consulting engineers Nominated/appointed by the Owner for this Project / job.
- 11) The "Sub-Contractor" means any person or firm or Company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor, with the written consent of the Engineer-in-Charge, and the legal personal representatives, successors and permitted assigns of such person, firm or company.
- 12) The "Contract" shall mean the Agreement between the Owner and the Contractor for the execution of the works including therein all contract documents.
- 13) The "Specification" shall mean the various technical specifications attached and referred to in the tender documents. It shall also include the latest editions, including all addenda/corrigenda, of relevant Indian Standard Specification, specifications of the other country published before entering into Contract.
- 14) The "Drawings" shall include maps, plans and tracings or prints thereof with any modifications approved in writing by the Engineer-in-Charge and such other drawings

- as may, from time to time, furnished or approved in writing by the Engineer-in-Charge.
- 15) The "Tender" means the tender submitted by the Contractor for acceptance by the Owner.
 - 16) The "Alteration Order" means an order given in writing by the Engineer-in-Charge to effect additions to or deletion from and alterations in the works.
 - 17) The "Completion Certificate" shall mean the certificate to be issued by the Engineer-in-Charge to the contractor when the works have been completed to his satisfaction.
 - 18) The "Final Certificate" in relation to a work means the certificate issued by the Engineer-in-Charge after the period of liability is over for releasing the retention money/PBG.
 - 19) The "Period of Liability" in relation to a work means the specified period during which the Contractor stands responsible for rectifying all defects that may appear in the works.

SECTION - II

GENERAL INFORMATION ABOUT SITE

2.1 LOCATION OF SITE & ACCESSIBILITY:

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

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

2.2 SCOPE OF WORK

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

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

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

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

and provide suitable water supply and sanitary arrangement approved by the Engineer-in-Charge.

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

2.4 SAFETY STANDARDS FOR TEMPORARY BUILDINGS

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

SECTION - III

GENERAL INSTRUCTION FOR THE TENDERER

3 SUBMISSION OF TENDER:

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

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

- 3.4 Instructions for two part bidding
- i) The bid should be submitted in two parts viz.
 - a. Techno-commercial bid.
 - b. Price bid.
 - ii) Techno-commercial bid shall have the following information/details
 - a. Technical deviation if any.
 - b. Commercial deviation if any like extra taxes, duties etc.

- c. Copy of price bid with prices blanked off.
- d. Any other relevant information.
- iii) Price Bid shall have only prices as per schedule of Rates.
- iv) Techno-commercial bid and price bid shall be enclosed in two separate envelopes with the subject job, type of bid, bidders name super-scribed on top. Both these envelopes shall be sealed in a common envelope and submitted as specified above and in covering letter. (This will not be applicable in the case of e-tenders)

4 DOCUMENTS:

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

4.2 All pages to be initialed:

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

4.3 Rates to be in Figures and Words:

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

4.4 Corrections and Erasures:

All corrections and alteration in the entries of tender papers will be signed in full by the tenderer with date. No erasures or over-writings are permissible. In case of priced bids containing overwriting/cuttings/erasures in the quoted rates and in case these are not attested by the signatory of the bid, such priced bids are liable to be rejected without giving any further notice.

4.5 Signature of Tenderer:

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

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

5 PURCHASE PREFERENCE:

Owner reserves its right to allow Public Sector Enterprises (Central/State), purchase

preference as admissible/applicable from time to time under the existing Govt. policy. Purchase preference to a PSE shall be decided based on the price quoted by PSE as compared to L1 Vendor at the time of evaluation of the price bid.

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

6 (a) EARNEST MONEY:

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

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

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

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

(b) CONVERSION OF EMD TO SECURITY DEPOSIT:

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

7 (a) BID VALIDITY:

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

(b) LANGUAGE OF BID:

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

8 ADDENDA / CORRIGENDA:

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

9 RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:

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

10 (a) INTEGRITY PACT (IP):

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

(b) HOLIDAY LISTING:

The vendors / contractors are expected to adopt the ethics of highest standards and a very high degree of integrity, safety and quality consciousness, commitment and sincerity towards the work undertaken and dealing with BPCL in such matters. Also, while participating in the tender and performing the contracts, Contractors are required to meet certain performance criteria and adherence to the terms and conditions of the tender / contract. BPCL shall have the right to remove from the list of approved suppliers / contractors or to ban business dealings, if any agency has been found to have committed misconduct or fraud or poor performance or anything unethical not expected

from a reputed agency. The guidelines and procedures for Holiday Listing as adopted by BPCL and available separately in BPCL website shall be applicable in the context of all tenders floated and consequently, all Orders / Contracts / Purchase Orders placed, by BPCL. It can be accessed using the following link:
<http://bharatpetroleum.in/pdf/holidaylistingpolicyfinal.pdf>.

(c) FOREIGN BIDDERS:

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

(i) PAN No.

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

(ii) Tax Residency Certificate (TRC)

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

(iii) Form 10F

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

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

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

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

The time period allowed for carrying out the job shall be as shown in tender document.

Request for revision for timeschedule 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 himself independently obtained all necessary information for the purpose of preparing his tender. The contractor shall be deemed to have examined the Contract Documents, to have generally obtained his own information in all matters whatsoever that might affect the carrying out the works at the scheduled rates and to have satisfied himself to the sufficiency to his tender. Any error description of quantity or omission there

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

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

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

18 PERFORMANCE SECURITY DEPOSIT/RETENTION MONEY:

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

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

In the case of security deposit submitted in the form of Bank guarantee, the Bank Guarantee shall be valid and remain in force till the contractual completion period (expiry of the defect liability period- refer clause-74, if applicable) and with a claim period of six months thereafter. The Bank Guarantee shall be in the form prescribed. In case the successful contractor is not furnishing the performance security deposit as referred above on award of the job, the same shall be deducted from each running account bills at the rate of 10% of bill value till overall security deposit of 10% as mentioned above is collected.

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

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

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

- 18.2 If the contractor/ sub-contractor or their employees shall break, deface or destroy any property belonging to the Owner or other agency during the execution of the contract, the same shall be made good by the Contractor at his own expenses and in default thereof, the Engineer-in-Charge may cause the same to be made good by other agencies and recover expenses from the contractor (for which the certificate of the Engineer-in-Charge shall be final). These expenses can be recovered from the security deposit/retention money if recovery from other sources is not possible.
- 18.3 All compensation or other sums of money payable by the contractor to the Owner under terms of this contract may be deducted from his security deposit/retention money or from any sums which may be or may become due to the contractor by the Owner on any account whatsoever and in the event of his security deposit/retention money being reduced by reasons of any such deductions. The contractor shall within ten days thereafter make good any sum or sums, which may have been deducted

from his security Deposit/retention money. No interest shall be payable by the Owner from sum deposited as security deposit/retention money.

- 18.4 The security deposit shall be held by the Owner, as security for the due performance of the Contractor's obligations under the contract, provided that nothing herein stated shall make it incumbent upon the Owner to utilize the security deposit/retention money in preference to any other remedy which the Owner may have, nor shall be construed as confining the claims of the Owner against the contractor to the quantum of the Security Deposit/retention money.
- 18.5 The Bank guarantee if submitted shall be from any Indian scheduled bank or an international bank of repute having a branch in India or a corresponding banking relationship with an Indian scheduled bank. The security deposit/retention money shall be in Indian Rupee in the case of domestic bidders and in US Dollars/EUROS in the case of foreign bidders.
- 18.6 Process for submitting Bank Guarantee / PBG under SFMS (Structured Financial Messaging System) mode as follows:

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 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 take 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 contractor's 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 carry out the work hereby undertaken by the contractor. In either case if prior approval as aforesaid is not obtained, the contract shall be deemed to have been allotted in contravention of clauses 35 hereof and the same action may be taken and, the same consequence shall ensue as provided in the said clause.

30 IF THE CONTRACTOR DIES:

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

31 EMPLOYEES OF THE OWNER NOT INDIVIDUALLY LIABLE:

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

32 OWNER NOT BOUND BY PERSONAL REPRESENTATIONS:

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

33 CONTRACTOR'S OFFICE AT SITE:

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

34 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCTS:

34.1 The contractor, on or after award of the work shall name and depute a qualified personnel having sufficient experience in carrying out work of similar nature to whom the equipments materials, if any, shall be issued and instructions for works given. The contractor shall also provide to the satisfaction of the Engineer-in-Charge sufficient and qualified staff to supervise the execution of the-works, competent sub-agents, supervisor and leading hands including those specially qualified by previous experience to supervise the type of works comprised in the contract in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the Engineer-in-Charge, additional properly qualified supervision staff is considered necessary, they shall be employed by the contractor without additional charges on account thereof. The Contractor shall ensure to the satisfaction of the Engineer-in-Charge that sub-contractors, if any shall provide competent and efficient supervision over the work entrusted to them.

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

34.3 The contractor shall be responsible for the proper behaviour of all the staff, supervisor, workmen and others and shall exercise a proper degree of control over them and in particular, and without prejudice to the said generality, the contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the contractor shall be responsible therefore and relieve the Owner of all consequent claims or actions for damages or injury or any other grounds

whatsoever. The decision of the Engineer-in-Charge upon any matter arising under this clause shall be final. Contractor shall ensure that none of their employees are ever engaged in any anti-national activities.

- 34.4 All contractor's personnel entering upon the Owner's premises shall be properly identified by badges issued by owner which must be worn all times on Owner's premises.

35 SUB-LETTING OF WORK:

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

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

36 POWER OF ENTRY:

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

- i. Fail to carry out the works in conformity with the contract documents, or
- ii. Fail to carry out 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 carry out 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 fourteendays, 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 therefor, 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's undertaking to provide the Owner with the same patent protection that contractor is required to provide under the provisions of this clause.

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

44 LIENS:

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

45 OPERATION OF CONTRACT:

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

Any failure by the Owner or Contractor at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this

agreement, or to exercise a right hereunder, shall not constitute a waiver of such terms, conditions or rights, and shall not affect or impair same, or the right of the Owner or the Contractor, as the case may be at any time to avail itself of same.

SECTION - V

PERFORMANCE OF WORK

46 EXECUTION OF WORKS:

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

47 COORDINATION AND INSPECTION OF WORK:

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

48 WORK IN MONSOON AND DEWATERING:

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

49 WORK ON SUNDAYS AND HOLIDAYS:

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

50 GENERAL CONDITIONS FOR CONSTRUCTION AND ERECTION WORK:

50.1 Place of Work:

The work has to be executed at specified premises as per the tender. Contractor should apprise himself of all the conditions prevailing in such location and the restrictions placed on movement of personnel and equipment, types of equipment and tools permitted, working methods allowed etc. in the light of security and safety regulations operative in the area.

The safety regulations to be complied with, by the contractor will also be provided along with the tender. No idle time wages or compensation for temporary stoppage of work or restrictions would be paid, and the rate quoted for the various items of work should cover the cost of all such contingencies and eventualities. Substantial structures and utilities exist both above ground and underground, adjacent to the work site. (The construction activity gets restrained by the existence of such structures and utilities). Special care is necessary in transportation, storage, working on equipments and other construction activities to protect the existing features and prevent damage to any facility. Necessary protective structures barricades etc. have to be erected at various places as directed by Engineer-in-Charge. No extra payment of such protective works will be made unless specially provided in the tender.

50.2 The working time or the time of work is 48 hours per week normally. Overtime work is permitted in cases of need and the Owner will not compensate the same. Shift working at 2 or 3 shifts per day may become necessary and the contractor should take this aspect into consideration for formulating his rates for quotation. No extra claims will be entertained by the Owner on this account.

50.3 The contractor must arrange for the placement of workers in such a way that the delayed completing of the work or any part thereof for any reasons whatsoever will not affect their proper employment. The Owner will not entertain any claim for idle time payment whatsoever.

50.4 The contractor shall submit to the Owner reports at regular intervals regarding the state and progress of work. The details and preforma of the report will mutually be agreed after the award of contract.

51 DRAWINGS TO BE SUPPLIED BY THE OWNER:

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

52 DRAWINGS TO BE SUPPLIED BY THE CONTRACTOR:

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

53 SETTING OUT WORKS:

- 53.1 The Engineer-in-Charge shall furnish the contractor with only the four corners of the work site and a level bench mark and the contractor shall set out the works and shall provide efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.
- 53.2 The contractor shall provide, fix and be responsible for the maintenance of all stacks, templates, level marks, profiles and other similar things and shall take all necessary precaution to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The contractor shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and centre line marks, either existing or supplied and fixed by the contractor. The work shall be set out to the satisfaction of the Engineer-in-Charge. The approval thereof or joining in setting out the work shall not relieve the contractor of any of his responsibilities.
- 53.3 Before beginning the works, the contractor shall at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the work in accordance with the scheme, for bearing

marks acceptable to the Engineer-in-Charge. The centre, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct marks at the centre to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by the Engineer-in-Charge in writing but such approval shall not relieve the contractor of any of his responsibilities. The contractor shall also provide all labour, material and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.

- 53.4 Pillars bearing geodetic marks located at the site of work under construction should be protected and fenced by the contractor.
- 53.5 On completion of works, the contractor must submit the geodetic documents according to which the work was carried out.

54 RESPONSIBILITY FOR LEVEL AND ALIGNMENT:

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

55 MATERIALS TO BE SUPPLIED BY CONTRACTOR:

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

56 MATERIALS SUPPLIED BY OWNER:

- 56.1 If the specifications of the work provides for the use of any materials of special description to be supplied from the Owner's stores, price for such material to be charged therefore as herein after mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of the contract. The contractor shall be bound to purchase and shall be supplied such materials as are from time to time required to be used by him for the purpose of the contract only. The sums due from the contractor for the value of the actual materials supplied by the Owner will be recovered from the running account bill on the basis of the actual consumption of materials in the work covered and for which the running account bill has been prepared. After the completion of the works, however, the contractor has to account for the full quantity of materials supplied to him as per relevant clauses in this document.
- 56.2 The value of the materials as may be supplied to the contractor by the Owner will be

debited to the contractor's account at the rates shown in the schedule of chargeable materials and if they are not entered in the schedule, they will be debited at cost price, which for the purpose of the contract shall include the cost of carriage and all other expenses whatsoever such as normal storage supervision charges which shall have been incurred in obtaining the same at the Owner's stores. All materials so supplied to the contractor shall remain the absolute property of the Owner and shall not be removed on any account from the site of the work, and shall be at all times open for inspection to the Engineer-in-Charge. Any such materials remaining unused at the time of completion or termination of the contract shall be returned to the Owner's stores or at a place as directed by the Engineer-in-Charge in perfectly good condition, at contractor's cost.

57 CONDITIONS FOR ISSUE OF MATERIALS:

- i) Materials specified to be issued by the Owner will be supplied to the contractor by the Owner from his stores/location. It shall be the responsibility of the contractor to take delivery of the materials and arrange for its loading, transport and unloading at the site of work at his own cost. The materials shall be issued between the working hours and as per the rules of the Owner framed from time to time.
- ii) The contractor shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.
- iii) Materials specified to be issued by the Owner shall be issued in standard sizes as obtained from the manufacturer.
- iv) The contractor shall construct suitable godown at the site of work for storing the materials safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.
- v) It shall be duty of the contractor to inspect the material supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the Owner, it shall be the responsibility of the contractor to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/ or replaced by him at his own cost, according to the directions of the Engineer-in-Charge.
- vi) The Owner shall not be liable for delay in supply or non-supply of any materials which the Owner has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the Owner. In no case, the contractor shall be entitled to claim any compensation or loss suffered by him on this account.
- vii) It shall be the responsibility of the contractor to arrange in time all materials required for the works other than those to be supplied by the Owner. If, however, in the opinion of the Engineer-in-Charge the execution of the work is likely to be delayed due to the contractor's inability to make arrangements for supply of materials which normally he has to arrange for, the Engineer-in-Charge shall have the right, at his own discretion, to issue such materials if available with the Owner or procure the materials from the market or elsewhere and the contractor will be bound to take such materials at the rates decided by the Engineer-in-Charge. This, however, does not in any way absolve the contractor from responsibility of making arrangements for the supply of such materials in part or in full, should such a situation occur, nor shall this, constitute a reason for the delay in the execution of the work.
- viii) None of the materials supplied to the contractor will be utilized by the contractor for manufacturing item, which can be obtained from standard manufacturer in finished form.
- ix) The contractor shall, if desired by the Engineer-in-Charge, be required to execute

an indemnity bond for safe custody and accounting of all materials issued by the Owner.

- x) The contractor shall furnish to the Engineer-in-Charge sufficiently in advance a statement showing his requirements of the quantities of the materials to be supplied by the Owner and the time when the same will be required by him for the works, so as to enable the Engineer-in-Charge to make necessary arrangement for procurement and supply of the material.
- xi) A daily account of the materials issued by the Owner shall be maintained by the contractor indicating the daily receipt, consumption and balance in hand. This account shall be maintained in a manner prescribed by the Engineer-in-Charge along with all connected papers viz. requisition, issues etc. and shall be always available for inspection in the contractor's office at site.
- xii) The contractor should see that only the required quantities of materials are got issued. The contractor shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to the stores/location where from they were issued or to the place as directed by the Engineer-in-Charge.
- xiii) Materials/ Equipment supplied by Owner shall not be utilized for any other purpose(s) than issued for.

58 MATERIALS PROCURED WITH ASSISTANCE OF OWNER:

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

59 MATERIALS OBTAINED FROM DISMANTLING:

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

60 ARTICLES OF VALUE FOUND:

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

the same to such person or person indicated by the Owner.

61 DISCREPANCIES BETWEEN INSTRUCTIONS:

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

62 ALTERATIONS IN SPECIFICATIONS AND DESIGNS AND EXTRA WORK:

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

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

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

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

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

63 VARIATION IN CONTRACT VALUE :

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

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

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

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

64 ACTION WHERE NO SPECIFICATIONS ISSUED:

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

65 ABNORMAL RATES:

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

66 INSPECTION OF WORK:

- 66.1 The Engineer-in-Charge will have full power and authority to inspect the works at any time wherever in progress either on the Site or at the contractor's premises / workshop where situated premises /workshops of any person, firm or corporation where work in connect with the contract may be in hand or where materials are being or are to be supplied, and the contractor shall afford or procure for the Engineer-in-Charge every facility and assistance to carry out such Inspection. The contractor shall at all time during the usual working hours and at all other time for which reasonable notice of the intention of the Engineer in-Charge or his representative to visit the works have been given to the contractor, either himself be present to receive order and instructions or post a responsible agent duly accredited in writing for the purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself. The contractor shall give not less than seven days, notice in writing to the Engineer-in-Charge before covering up or placing any work beyond reach of inspection and measurement any work in order that the same may be inspected and measured. In the event of breach of above the same shall be uncovered at contractor's expense carrying out such measurement or inspection.
- 66.2 No materials shall be dispatched by the contractor before obtaining the approval of Engineer-in-Charge in writing. The contractor is to provide at all times during the progress of the work and the maintenance period, proper means of access with ladders, gangways, etc. and the necessary attendance to move and adopt as directed for inspection or measurement of the works by the Engineer-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 to be 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 to be recovered from the contractor will be final and binding on the contractor. As soon as the works have been completed in accordance with the contract (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance thereof provided in clause 74.1) and have passed the tests on completion, the Engineer-in-Charge shall issue a certificate (hereinafter called completion certificate) in which he shall certify the date on which the work have been so completed and have passed the said tests and the Owner shall be deemed to have taken over the works on the date so certified. If the works have been divided into various groups in the contract, the Owner shall be entitled to take over any group or groups before the other or others and thereupon the Engineer-in-Charge shall issue a completion certificate which will however, be for such group or groups as taken over only.

74.5 Defects after taking over:

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

the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of completion certificate.

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

SECTION VI

BILLS / MEASUREMENT / PAYMENT

75 SCHEDULE OF RATES AND PAYMENTS:

i) Contractor's Remuneration

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

ii) Schedule of rates to be inclusive:

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

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

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

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

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

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

v) Schedule of Rates to Cover Taxes and Duties:

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

vi) Schedule of Rates to cover Risk of Delay:

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

vii) Schedule of Rates cannot be altered:

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

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

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

i) Measurements:

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

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

ii) Billing:

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

iii) Dispute in Mode of Measurements:

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

77 **LUMPSUMS IN TENDER:**

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

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

All running account payments shall be regarded as payment by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect, or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract, or any part thereof

in this respect, or of the accruing of any claim by the contractor, nor shall it conclude, determine or affect in any way the powers of the Owner under these conditions or any of them as to the final settlement and the adjustments of the accounts or otherwise, or in any other way vary or affect the contract.

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

79 EXTRA WORK:

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

80 PAYMENT OF CONTRACTOR'S BILL:

Generally no payment shall be made for works estimated to cost less than Rs. 50,000/- till the whole of the work shall have been completed. But in case of works estimate to cost more than Rs. 50,000/- the contractor on submitting the bill thereof be entitled to receive a monthly payment proportion to the part thereof approved and passed by the Engineer-in-Charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. This payment will be made after making necessary deductions as stipulated elsewhere in the contract document for materials, security deposit or any moneys due to the Owner etc.

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

81 CONCLUSION OF CONTRACT:

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

82 **MODE OF PAYMENT:**

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

83 **COMPLETION CERTIFICATE:**

83.1 Application for Completion Certificate:

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

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

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

83.2 Completion Certificate:

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

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

83.3 Clearing the site:

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

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

before the settlement of the final bill.

- b) Insulation material (either issued by owner to the contractor or supplied by contractor) shall be kept in the area allocated by owner. During the insulation activities, the contractor should keep the work area clean on day-to-day basis. On completion of insulation job, all debris/packing should be taken out to the designated location or as directed by the Engineer in charge for disposal at their own cost before the settlement of the final bill.

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

84 FINAL DECISION AND FINAL CERTIFICATE:

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

85 CERTIFICATE FOR PAYMENTS AND EVIDENCE OF COMPLETION:

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

SECTION

VII

TAXES/DUTIES/INSURANCE

86. TAXES AND DUTIES:

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

proceeding that may be brought against the Owner arising under, growing out of, or by reason of the work provided for by this contract by third parties, or by Central or State Government authority or any administrative sub-division thereof.

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

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

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

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

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

87 INSURANCE:

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

- i) Employees State Insurance Act:

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

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

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

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

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

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

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

iv) Automobile Liability Insurance:

Contractor shall take out an Automobile Liability Insurance to cover all risks to Owner for each of his vehicles plying on works of this contract and these insurance shall be valid for the total contract period. No extra payments will be made for this insurance.

Owner shall not be liable for any damage or loss not made good by the insurance company, should such damage or loss result from unauthorised use of the vehicle.

88. DAMAGE TO PROPERTY:

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

**SECTION VIII
LABOUR LAWS AND OTHER REGULATIONS**

89 LABOUR LAWS:

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

Fund Act and the Family Pension Fund Act as may be applicable and as amended from time to time. Contractor shall obtain their own provident fund account number. Offer of the contractor who does not have provident fund account will be liable for rejection.

- v) The Contractor will comply with the provisions of the Payment of Gratuity Act 1972 as may be applicable and as amended from time to time.

90 IMPLEMENTATION OF APPRENTICES ACT 1961:

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

91 CONTRACTOR TO INDEMNIFY THE OWNER:

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

- ii) Payment of Claims and Damages:

Should the Owner have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the Owner shall be charged to and paid the Contractor and the contractor shall not be at liberty to dispute or question the right 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 (1) 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 workman 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 claim 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 Purchaseorder/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 thework 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 workshall 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 costarrange 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 thework 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 thework as mentioned in Purchase order/Contract failing which the Contractor shall pay or allow to the Company torecover as liquidated damages, at the rate of minimum 0.5% per week of delay or part there of up to a maximumof 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 timetable laid down to the contractor, the contractor shall be entitled once a month to receive advance payment on the above mentioned sum proportionate to such part of the work as shall have been executed during the preceding month but only after such part of the work as has been executed has been inspected and approved by the Company's authorized Engineer. From such interim payments each time 10% will be withheld as Security deposit and this 10% will be paid to the Contractor after the defect liability period, provided that any defects appearing during that period are corrected by him. OR
100% payment will be made on the basis of actual executed quantities after satisfactory completion and due certification by BPCL Engineer-in-charge. In lieu of 10% Retention money towards Security deposit, contractor shall submit bank guarantee of equivalent amount of retention money (10% of contract value) before submission of 1st Running Account (RA) bill valid for defects liability period specified. Further, the Bank Guarantee shall have a claim period of six months beyond the date of expiry, and the same shall be mentioned clearly in the Bank Guarantee.
13. **Defects after Completion:** Any defects which may appear within the defect liability period specified shall, upon the directions in writing of the Company and within such reasonable time as shall be specified therein be amended and made good by the Contractor, at his own cost unless the Company shall decide that the Contractor will be paid for such amending and

making good, and in case of default on the Contractor's part, the Company may amend and make good or have amended and made good such defects and all damages, losses and expenses consequent thereon, incidental to those shall be borne by the Contractor and such damages, losses and expenses shall be recoverable from him by the Company or may be deducted by the Company from any moneys due to or thereafter becoming due to the Contractor. Alternatively, the Company may, in lieu of such amending and making good by the Contractor elect to deduct from any moneys due or thereafter becoming due to the Contractor a sum to be determined by the Company sufficient to cover the cost of amending and making good such defects, and in the event of the amount withheld in accordance with Clause 12 being insufficient, recover the balance from the Contractor together with any expenses the Company may have incurred in connection with such recovery. Should any defective work have been done or bad inferior materials supplied by any Sub-Contractor employed on the work, has been approved by the Company as provided in Clause 15, the Contractor shall be liable to amend and make good in the same manner as if such work or materials had been done or supplied by the Contractor. The Contractor shall remain liable under this Clause notwithstanding the signing by the Company's authorized Engineer of any certificate or the passing of any account.

14. Alterations: The Company reserves the right at any time to alter any quantities of any item indicated in the Purchase order/Contract, in which case the total amount payable to the Contractor shall be less or higher, proportionate with the reduction or increase in quantity of such item, allowance for which will be made at the Contractor's agreed rates.
15. Subletting Agreement: The Contractor shall not sublet or assign the work or any part thereof to another party without the written consent of the company and no such subletting or assignment shall relieve the contractor from the full and entire responsibility of his obligation under this Agreement.
16. Cancellation: The Company shall at any and all times during the period stipulated for the work, has the right forthwith to cancel this agreement by giving written notice thereof to the Contractor and in such case the Contractor shall be paid for such part of the work as has been executed by him up to the date of cancellation, on the basis of schedule of rates as per Purchase order/Contract and shall be reimbursed by the Company for the cost and expenses incurred by him but which would now be wasted as a direct consequence of the cancellation of the Agreement.
17. Workmen's Compensation Liability: The Contractor shall hold the Company harmless and indemnified from and against all claims, costs and charges for which the Company shall be liable under the Workmen's Compensation Act, 1923 and any amendments thereof and the expenses to which it shall be put thereunder, both in respect of personal injuries (within the meaning of the said Act) to the employees and servants of the Contractor or Sub-Contractors, (if any), arising out of, or occasioned during the currency of this agreement through the acts or omissions, whether due to negligence or not of the Contractor, Sub-Contractor and/or Company and/or their respective servants and employees and also in respect of the personal injuries (within the meaning of the said Act) to the servants and employees of the Company arising out of, or occasioned through the acts and omissions whether due to negligence or not of the Contractor, Sub-Contractor and or their servants and employees in carrying out any of the provisions of this Agreement. This indemnity shall be in addition to and not in lieu of any indemnity to which the Company shall be entitled in law. The Contractor shall at his own expense effect and maintain, until the completion of the work, with an approved office a Policy of Insurance in the joint names of the Company and the Contractor, against such risks and deposit such Policy or policies with the Company from time to time during the currency of this Agreement. The Contractor shall be responsible for anything not included in the Insurance Policies above referred to and also for all other damage to person or property arising out of or incidental to the negligent or defective carrying out of this agreement and

shall keep the Company harmless and indemnified. He shall also indemnify the Company in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages arising therefrom. The Company shall be entitled to deduct the amount of any damages compensation costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sum or sums due or thereafter becoming due to the Contractor.

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

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

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

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

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

20. **Jurisdiction:**

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

21. **Minimum Wages:**

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

22. Employees State Insurance: This Contractor hereby admits that he is fully aware of his responsibilities under the Employees State Insurance Act, 1948, as an immediate employer of the employees engaged by him for the execution of this contract which he agrees to discharge. The Contractor acknowledge the statutory right of the company (as a Principle Employer) to recover the amount of the contributions, paid by it in the first instance in respect of the employees employed by or through him (the Contractor), as well as the employee's contribution, if any, either by deduction from any amount payable to him by the Company under any contract or as debt payable by him to the Company.

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

Witness _____

For Bharat Petroleum Corporation Ltd.

For Bharat Petroleum Corporation Ltd.

Witness _____

Contractor's witness - Signature

Name & Address:-

Contractor's Signature

Name & Address:-

PROFORMA OF BANK GUARANTEE
(On non-judicial paper of appropriate value)
FOR EARNEST MONEY / SECURITY DEPOSIT TOWARDS PERFORMANCE

To
Bharat Petroleum Corporation Ltd.

Dear Sirs,

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

_____ for Bharat Petroleum Corporation Ltd.

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

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

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

a claim under _____ Guarantee is filed against us within six months from _____ (which is date of expiry of guarantee) all our rights under the said guarantee shall be forfeited and shall be relieved and discharged from all liabilities thereunder.

6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated granted to him by the Bank.

Yours faithfully

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

TAX RESIDENCY CERTIFICATE

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

- 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:

ANNEXURE-V: INTEGRITY PACT

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

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

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

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

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

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

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

Sl.No.	Names of IEMs	E-mail ID
1	Shri Ganesh Vishwakarma	ganesh_vishwakarma@yahoo.com
2	Shri Atanu Purkayastha	dratanu2011@gmail.com
3	Shri Pradeep Kumar	pradeepawasthi1981@gmail.com

Bidder to upload Signed & Stamped Integrity Pact as enclosed below in Technical Bid

(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 forThe 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 Organisation "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 commits 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 cartelisation 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.
- (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 has 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 undertakes 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 Principal 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.


.....
For the Principal

Place MUMBAI

Date

.....
For the Bidder/Contractor/
Supplier

Witness 1 :
(Signature/Name/Address)

Witness 2 :
(Signature/Name/Address)

Annexure VI: BPCL'S SOCIAL MEDIA POLICY



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

Annexure VI: BPCL'S SOCIAL MEDIA POLICY



**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. "**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) 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.

All constituents should take due care to protect the corporation's copyright and intellectual property within and outside the organization.

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

3. ACCEPTABLE USAGE OF SOCIAL MEDIA BY BUSINESS PARTNERS

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

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

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

marked as restricted for internal circulation within the Corporation;

- (vi) Misleading and misrepresentative, such as creating or endorsing any video channel / account representing the Corporation or any specific Business Unit, or otherwise posting or sharing any content owned by the

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

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

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

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

4. ENFORCEABILITY AND COMPLIANCE

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

ANNEXURE I

GENERAL CONDITIONS OF CONTRACT FOR VENDORS

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

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

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

Clause 44: Liens

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

ANNEXURE VII- FORMATS OF FORMS

FORM-A

CA CERTIFICATE

(to be submitted by bidder seeking EMD exemption and seeking benefits under MSE policy)

CERTIFICATE CONFIRMING ELIGIBILITY FOR BENEFITS OF PUBLIC PROCUREMENT POLICY

Date: _____

Tender No :

Tender Title:

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 with **Udyam registration number** _____ 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.

(Membership No. of CA along with certification / stamp)

CA UDIN NO:

FORM-B

FORMAT for Declaration of Liquidation

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

Date: _____

Tender No :

Tender Title:

To,

BHARAT PETROLEUM CORPORATION LIMITED
CHAIRMANS OFFICE, BHARAT BHAVAN,
4 & 6 CURRIMBHOY ROAD, BALLARD ESTATE,
MUMBAI, MAHARASHTRA 400001

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

(Signature and Stamp of the Bidder)

Bidder Name:

FORM-C

FORMAT for Declaration of Holiday Listing orders issued by BPCL or MOPNG debarring us from carrying on business dealings with BPCL/MOPNG

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

Date :

Tender Number:

Title of Tender:

To,

Bharat Petroleum Corporation Ltd

Dear sir,

I/We, declare and confirm that we and our allied agencies are currently not serving any holiday listing orders issued by BPCL or MOPNG debarring us from carrying on business dealing with BPCL/MOPNG or convicted of an offence -

- a. under the Prevention of Corruption Act, 1988: or
- b. 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.

Stamp and Signature of Bidder

Bidder Name:

Date:

Address:

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

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

Date: _____

TENDER NO. :

TITLE OF TENDER :

To,
M/s BHARAT PETROLEUM CORPORATION LIMITED

CHAIRMANS OFFICE, BHARAT BHAVAN,
4 & 6 CURRIMBOY ROAD, BALLARD ESTATE,
MUMBAI, MAHARASHTRA 400001

Dear Sir/Madam,

In line with the guidelines issued for compliance of Restrictions for Countries which share land border with India (Restrictions under Rule 144(xi) of the General Financial Rules, 2017–Reference OMno. 6/18/2019 – PPD dtd. 23.07.2020 (read along with any subsequent clarifications/ amendments thereof) issued by Ministry of Finance, Public Procurement Division (<https://doe.gov.in/procurement-policy-divisions>), I/We have read the clause regarding restrictions on procurements from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

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

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

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

Name and Signature of the Authorized Signatory

FORM E: FORMAT FOR ACKNOWLEDGEMENT OF SOCIAL MEDIA DECLARATION

To,
BHARAT PETROLEUM CORPORATION LIMITED
CHAIRMANS OFFICE, BHARAT BHAVAN,
4 & 6 CURRIMBHOY ROAD, BALLARD ESTATE,
MUMBAI, MAHARASHTRA 400001

Dear Sir/Madam,

[in the case of an individual or sole proprietorship] I am

_____, an inhabitant of _____ and carrying on business of _____

OR

We are [insert names of all partners of firm] carrying on business at
_____ in partnership

under the firm name and style of M/s. _____

OR

[insert name of Limited Company or a Co-operative Society / Trust Co-operative]

incorporated under the laws of India and having its Registered Office at

—

I / We have entered into a Contract for Dated [insert date] Agreement [insert purpose], with Bharat Petroleum Corporation Limited BPCL

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

Use of social media by Business Partners and agree to abide by it.

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

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

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

(Signature & seal)

Name:

Designation: Date:

FORM-F

(Format of BG for EMD if applicable)

PROFORMA OF BANK GUARANTEE

(On non-judicial paper of appropriate value)

FOR EARNEST MONEY DEPOSIT

To

Bharat Petroleum Corporation Ltd.

Dear Sirs,

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

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

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

1. We _____ hereby undertake and agree with you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender or in payment of any money payable to Bharat Petroleum Corporation Ltd., we shall on demand pay to you in such matter as to you may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may from time to time require.

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

Yours faithfully

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

FORM-G PPP-MII POLICY

UNDERTAKING BY BIDDER TOWARDS MANDATORY MINIMUM LC

(IN CASE SEEKING BENEFIT OF PPP-MII)

(Self - Declaration)

To,

M/s BHARAT PETROLEUM CORPORATION LIMITED,

CHAIRMANS OFFICE, BHARAT BHAVAN,
4 & 6 CURRIMBHOY ROAD, BALLARD ESTATE,
MUMBAI, MAHARASHTRA 400001

Tender No :

Tender Title:

Dear Sir

I/We, the undersigned,.....(full names), do hereby declare, in
my / our capacity as of
..... (name of bidder entity), the following:

- a) I / We have satisfied myself / ourselves that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid document (refer Annexure no X)
- b) The local content has been calculated using the formula given in the “**Appendix**” contained in the Annexure-X referred above and the provisions as detailed in the PPP-MII Order attached therein.
- c) The Stipulated minimum threshold for Local content for the tendered items i.e. 20% is hereby met and we qualify as **Class I Local Supplier/ Class-II Local Supplier** as defined under clause no. 5 of the PPP-MII Order.
- d) Local content for _____(product name) is certified as _____%, as calculated in terms of the PPP-MII Order.
- e) Datils of Location (s) where Local Value Addition is made:

Address : _____

Note: If the bid is for more than one product, a schedule of the local content product-wise shall be attached.

- a) I/ We also declare that Local Content certificate shall be submitted along with each invoice raised by us after the contract has been awarded and we will ensure that the percentage of minimum local content as per the Class of supplier shall be maintained during all stages of execution of contract.

f) I/ We accept that the Procurement Authority / Institution have the right that the local content be verified in terms of the requirements of the said Policy.

g) I/ We understand that submission of incorrect data, or data that are not verifiable as described in the said order (PPP-MII), may result in the Procurement Authority imposing any or all of the remedies as provided under the Policy.

SIGNATURE OF AUTHORIZED SIGNATORY:

STAMP :

DATE:

CERTIFICATE FOR LOCAL CONTENT

MINIMUM LC (IN CASE BIDDER SEEKING BENEFIT OF PPP-MII)

(In case the total value exceeds Rs. 10 Crore, bidder to submit a certificate from statutory auditor/ cost auditor of the company or from practicing cost accountant or practicing chartered accountant. Bidder shall give self certification as mentioned above at the time of tendering. The certificate from auditor/ accountant shall be provided at the time of execution of contract. In case the bidder is unable to submit the certificate during execution, they may submit the same after the completion of contract withing the time frame stipulated by BPCL. In case the contractor does not meet the stipulated local content/ the category changes from class I to II or non local, a penalty upto 10% may be imposed. Please refer order no. P- 45021/2/2017-PP (BE-II)-Part (4)Vol II dated 19 July 2024 from Ministry of Commerce and Industry for details)

To,

M/s BHARAT PETROLEUM CORPORATION LIMITED

CHAIRMANS OFFICE, BHARAT BHAVAN,
4 & 6 CURRIMBOY ROAD, BALLARD ESTATE,
MUMBAI, MAHARASHTRA 400001

Tender No :

Tender Title:

TENDER ENQUIRY NO.

We_____ (Name of the Statutory Auditor) have verified the above declaration of_____ (Name of the bidder) and certify that they meet the stipulated minimum threshold value of 20% Local content for the tendered items and are a Class I Local Supplier/Class-II Local Supplier as defined under clause no. 5 of the PPP-MII Order.

The Local content in the offered Products / Services is %

Note: If the bid is for more than one product, a schedule of the local content product-wise shall be attached.

Name of Audit Firm:

Date:

[Signature of Authorized Signatory]

Name & Designation:

Seal:

Membership _____

Note: The authorized signatory in this case can be one of the following:

i) The proprietor and an independent Chartered Accountant, not being an employee of the bidder's firm, in case of a proprietorship firm.

ii) Any one of the partners and an independent Chartered Accountant, not being an employee of the bidder's firm in the case of partnership firm.

iii) Statutory auditors in case of a company. However, where statutory auditors are not mandatory as per laws of the country where bidder is registered, an independent Chartered Accountant, not being an employee of the bidder's organization.

FORM-H

FORMAT for Declaration –Understanding Bid qualification criteria, scope of work and tender documents

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

Date: _____

Tender No:

Tender Title:

To,

M/s BHARAT PETROLEUM CORPORATION LIMITED

CHAIRMANS OFFICE, BHARAT BHAVAN,
4 & 6 CURRIMBHOY ROAD, BALLARD ESTATE,
MUMBAI, MAHARASHTRA 400001

Dear Sir/Madam,

I /We declare and confirm that I/We have understood the Scope of Work , Technical Specification and accept all terms and condition as detailed in tender.

(Signature and Stamp of the Bidder)

Annexure I- ACKNOWLEDGEMENT of GCC

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 hereinin this General Conditions of Contract and we are hereby returning this
copy of Acknowledgement duly signed.

For & on behalf of M/s. _____ Signature :
Name : _____

Designation : _____
(Seal / Stamp)

Place:

Date:

Annexure VIII

DOCUMENT UPLOAD CHECKLIST

- 1) EMD receipt as mentioned in Invitation to Bid document. For MSE, CA certificate to be uploaded as mentioned in the format in Annexure VII- Formats of Forms.
- 2) All Documents mentioned under Annexure II
- 3) Proforma of Integrity Pact (Annexure V) shall be returned by the bidder/s 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.
- 4) Declaration and acceptance of forms and formats mentioned under Annexure VII whichever applicable (A to I)

ANNEXURE-IV: GENERAL CONDITIONS of CONTRACT (GCC)

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 :

- 20) "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
- 21) "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.
- 22) 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.
- 23) 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.
- 24) 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.
- 25) 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.
- 26) 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.
- 27) 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.
- 28) 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.
- 29) The "Consultant" means the consulting engineers Nominated/appointed by the Owner for this Project / job.
- 30) 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.
- 31) The "Contract" shall mean the Agreement between the Owner and the Contractor for the execution of the works including therein all contract documents.
- 32) 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.
- 33) 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.
- 34) The "Tender" means the tender submitted by the Contractor for acceptance by the Owner.
 - 35) 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.
 - 36) 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.
 - 37) 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.
 - 38) 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

2.5 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.

2.6 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.

2.7 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

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.

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.

GENERAL INSTRUCTION FOR THE TENDERER

15.1 The quotation should be submitted only in the manner and the form prescribed in the Request For Quotation (RFQ)/Tender enquiry.

15.2 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.

15.3 Tenders should always be placed in double sealed covers, superscribing Tender No _____
_____ Tender for
on _____(name of job), Bharat Petroleum Corporation Limited, due for opening

15.4 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)

16 DOCUMENTS:

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

16.2 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.

16.3 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.

16.4 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.

16.5 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.

17 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.

18 (a) EARNEST MONEY:

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

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

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

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

(b) CONVERSION OF EMD TO SECURITY DEPOSIT:

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

19 (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.

20 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.

21 RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:

- 21.1 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.
- 21.2 The whole work may be split up between two or more contractors or accepted in part and not entirely if considered expedient.
- 21.3 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.
- 21.4 Canvassing in connection with tenders is strictly prohibited and tenders submitted by the tenderer who resort to canvassing will be liable to rejection.
- 21.5 Tender containing uncalled remarks or any additional conditions are liable to be rejected.

22 (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.

(d) HOLIDAY LISTING:

The vendors / contractors are expected to adopt the ethics of highest standards and a very high degree of integrity, safety and quality consciousness, commitment and sincerity towards the work undertaken and dealing with BPCL in such matters. Also, while participating in the tender and performing the contracts, Contractors are required to meet certain performance criteria and adherence to the terms and conditions of the tender / contract. BPCL shall have the right to remove from the list of approved suppliers / contractors or to ban business dealings, if any agency has been found to have committed misconduct or fraud or poor performance or anything unethical not expected

from a reputed agency. The guidelines and procedures for Holiday Listing as adopted by BPCL and available separately in BPCL website shall be applicable in the context of all tenders floated and consequently, all Orders / Contracts / Purchase Orders placed, by BPCL. It can be accessed using the following link:
<http://bharatpetroleum.in/pdf/holidaylistingpolicyfinal.pdf>.

(e) 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:

(iv) 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.

(v) 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.

(vi) 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.

23 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 timeschedule after tenders are opened will not be received for consideration.

24 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.

25 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.

26 (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.

22 (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

23 INTERPRETATION OF CONTRACT DOCUMENT:

- 23.1 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.

- 23.2 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.
- 23.3 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.

24 SPECIAL CONDITIONS OF CONTRACT:

- 24.1 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.
- 24.2 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.
- 24.3 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.
- 24.4 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.
- 24.5 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.

25 CONTRACTOR TO OBTAIN HIS OWN INFORMATION:

The contractor in fixing rate shall for all purposes whatsoever be deemed to have himself 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 of the works at the scheduled rates and to have satisfied himself to the sufficiency of his tender. Any error or 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.

26 PERFORMANCE SECURITY DEPOSIT/RETENTION MONEY:

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

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

In the case of security deposit submitted in the form of Bank guarantee, the Bank Guarantee shall be valid and remain in force till the contractual completion period (expiry of the defect liability period- refer clause-74, if applicable) and with a claim period of six months thereafter. The Bank Guarantee shall be in the form prescribed. In case the successful contractor is not furnishing the performance security deposit as referred above on award of the job, the same shall be deducted from each running account bills at the rate of 10% of bill value till overall security deposit of 10% as mentioned above is collected.

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

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

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

- 26.2 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.
- 26.3 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.

- 26.4 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.
- 26.5 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.
- 26.6 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.

27 TIME OF PERFORMANCE:

- 27.1 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.
- 27.2 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.

28 FORCE MAJEURE

Circumstances leading to force majeure

(f) Act of terrorism;

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

(h) 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;

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

(j) 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:

- c) Any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and
- d) 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.

29 EXTENSION OF TIME:

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

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

23. LIQUIDATED DAMAGES FOR DELAY:

- 23.1 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.
- 23.2 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.

25 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.

26 TERMINATION/OFFLOADING:

26.1 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.

26.2 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.

86 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.

87 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 take 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 contractor's 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.

88 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.

89 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 carry out the work hereby undertaken by the contractor. In either case if prior approval as aforesaid is not obtained, the contract shall be deemed to have been allotted in contravention of clauses 35 hereof and the same action may be taken and, the same consequence shall ensue as provided in the said clause.

90 IF THE CONTRACTOR DIES:

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

91 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.

92 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.

93 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.

94 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCTS:

34.5 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.

34.6 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.

34.7 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.

- 34.8 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.

95 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:-

- vii) 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.
- viii) 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.
- ix) 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.
- x) 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.
- xi) 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.
- xii) 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.

96 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.

- ix. Fail to carry out the works in conformity with the contract documents, or
- x. Fail to carry out the works in accordance with the time schedule, or
- xi. Substantially suspend work or the works for a period of Fourteen days without authority from the Engineer-in-Charge, or
- xii. Fail to carry out and execute the works to the satisfactions of the Engineer-in-

Charge, or

- xiii. Fail to supply sufficient or suitable constructional equipments, temporary works, labour materials or things, or
- xiv. 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 fourteendays, after notice in writing shall have been given to the Contractor by the Engineer-in-Charge requiring such breach to be remedied, or
- xv. Abandon the works, or
- xvi. 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.

97 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.

98 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.

99 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.

100 RIGHTS OF VARIOUS INTERESTS:

iii) 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.

iv) 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.

101 RIGHT OF OWNER TO DETERMINE / TERMINATE CONTRACT

iii) 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 therefor, shall be the conclusive proof of the fact that the contract has been so determined and terminated by the Owner.

iv) 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.

102 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:-

- c. the contract price attributable to the works performed as at the date of termination
and
- d. 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.

103 PATENTS AND ROYALTIES:

- 43.4 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's undertaking to provide the Owner with the same patent protection that contractor is required to provide under the provisions of this clause.

- 43.5 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.
- 43.6 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.

104 LIENS:

- 44.3 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.
- 44.4 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

105 OPERATION OF CONTRACT:

- 45.3 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.
- 45.4 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

106 EXECUTION OF WORKS:

- 46.4 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.
- 46.5 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.
- 46.6 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.

107 COORDINATION AND INSPECTION OF WORK:

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

108 WORK IN MONSOON AND DEWATERING:

- 48.3 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.
- 48.4 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.

109 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.

110 GENERAL CONDITIONS FOR CONSTRUCTION AND ERECTION WORK:

50.5 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.

50.6 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.

50.7 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.

50.8 The contractor shall submit to the Owner reports at regular intervals regarding the state and progress of work. The details and preforma of the report will mutually be agreed after the award of contract.

111 DRAWINGS TO BE SUPPLIED BY THE OWNER:

- 51.4 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.
- 51.5 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.
- 51.6 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.

112 DRAWINGS TO BE SUPPLIED BY THE CONTRACTOR:

- 52.4 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.
- 52.5 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.
- 52.6 A period of 3 weeks from the date of receipt shall be required normally for approval of drawings by the Engineer-in-Charge.

113 SETTING OUT WORKS:

- 53.6 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.
- 53.7 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.
- 53.8 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.

- 53.9 Pillars bearing geodetic marks located at the site of work under construction should be protected and fenced by the contractor.
- 53.10 On completion of works, the contractor must submit the geodetic documents according to which the work was carried out.

114 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.

115 MATERIALS TO BE SUPPLIED BY CONTRACTOR:

- 55.4 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.
- 55.5 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.
- 55.6 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.

116 MATERIALS SUPPLIED BY OWNER:

- 56.3 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.
- 56.4 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.

117 CONDITIONS FOR ISSUE OF MATERIALS:

- xiv) 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.
- xv) The contractor shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.
- xvi) Materials specified to be issued by the Owner shall be issued in standard sizes as obtained from the manufacturer.
- xvii) 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.
- xviii) 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.
- xix) 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.
- xx) 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.
- xxi) 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.
- xxii) 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.

- xxiii) 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.
- xxiv) 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.
- xxv) 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.
- xxvi) Materials/ Equipment supplied by Owner shall not be utilized for any other purpose(s) than issued for.

118 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.

119 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.

120 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.

121 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.

122 ALTERATIONS IN SPECIFICATIONS AND DESIGNS AND EXTRA WORK:

- c) 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 agrees to do the main work. The time for completion of work may be extended for the part of the particular job at the discretion 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:
- e) 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.
- f) 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.
- g) 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.

- h) 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)

- d) 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.

123 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.

124 ACTION WHERE NO SPECIFICATIONS ISSUED:

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

125 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.

126 INSPECTION OF WORK:

- 66.3 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.
- 66.4 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 Engineer-in-Charge.

127 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.

128 TESTS FOR QUALITY OF WORKS:

- 68.4 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.
- 68.5 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.
- 68.6 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.

129 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.

130 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.

131 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.

132 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.

133 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.

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

74.8 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 to be 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.

74.9 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.

74.10 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.

74.11 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 to 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.

74.12 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.

- 74.13 The Security Deposit/retention money deducted / furnished as per clause 18 of GCC shall be retained for the period of liability as given in clause 74.1 above. This Retention amount or Bank Guarantee furnished against Security Deposit/retention money shall be released only on expiry of the period of liability and also based on the certification of the Engineer-in-charge that no defect/damage has been reported / observed during the stipulated period of liability for the contract.
- 74.14 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

135 SCHEDULE OF RATES AND PAYMENTS:

viii) 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.

ix) 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.

x) 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.

xi) 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.

xii) 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.

xiii) 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 contractor's conduct of work which occur from any cause including orders of owner in the exercise 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.

xiv) 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.

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

iv) 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 acceptance 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.

v) 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.

vi) 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.

137 **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.

138 **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.

139 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.

140 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.

141 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.

142 MODE OF PAYMENT:

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

143 COMPLETION CERTIFICATE:

83.5 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.

83.6 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.

83.7 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 weight 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.

83.8 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.

144 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.

145 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

87. TAXES AND DUTIES:

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

proceeding that may be brought against the Owner arising under, growing out of, or by reason of the work provided for by this contract by third parties, or by Central or State Government authority or any administrative sub-division thereof.

- 87.1** 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.

- 87.2** 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.
- 87.3** 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:

- v) 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.

vi) 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.

vii) 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.

viii) Automobile Liability Insurance:

Contractor shall take out an Automobile Liability Insurance to cover all risks to Owner for each of his vehicles plying on works of this contract and these insurance shall be valid for the total contract period. No extra payments will be made for this insurance.

Owner shall not be liable for any damage or loss not made good by the insurance company, should such damage or loss result from unauthorised use of the vehicle.

89. 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**

101 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.

102 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.

103 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 right 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 (1) 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 workman 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 claim 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.

104 (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.

105 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.

106 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 :

- (f) The dispute or difference shall, in any event, be referred only to a Sole Arbitrator
- (g) 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
- (h) The Seat of arbitration shall be at ___ (Region/HQ from where the tender has been floated)
- (i) The proceedings shall be conducted in English language
- (j) 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)

107 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.

108 ORDER OF PRECEDENCE FOR WORKS / SERVICES CONTRACTS:

11. Contract Agreement (in GCC)
12. Detailed letter of Acceptance along with its enclosures
13. Letter of Award / Fax of Acceptance
14. Job Specifications (specific to particular job only)
15. Drawings
16. Special Conditions of Contract (SCC)
17. Technical Specifications
18. Instructions to Bidders
19. General Conditions of Contract (GCC)
20. 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.

109 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:

- (f) In the event of breach of any Applicable Law;
- (g) 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
- (h) 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
- (i) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or
- (j) 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.

110 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

111 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.

112 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:-

21. 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 Purchaseorder/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.
22. Inspection of site: The Contractor has been given an opportunity before or at the time of the entrusting of thework 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 workshall 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.
23. 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 costarrange 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 thework 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.
24. 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.
25. Damage on account of Incomplete work: The Contractor shall commence the work and shall complete thework as mentioned in Purchase order/Contract failing which the Contractor shall pay or allow to the Company torecover as liquidated damages, at the rate of minimum 0.5% per week of delay or part there of up to a maximumof 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.

26. 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.

27. 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.
28. 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.

29. **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.
30. **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.
31. **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.
32. **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 timetable laid down to the contractor, the contractor shall be entitled once a month to receive advance payment on the above mentioned sum proportionate to such part of the work as shall have been executed during the preceding month but only after such part of the work as has been executed has been inspected and approved by the Company's authorized Engineer. From such interim payments each time 10% will be withheld as Security deposit and this 10% will be paid to the Contractor after the defect liability period, provided that any defects appearing during that period are corrected by him. OR
100% payment will be made on the basis of actual executed quantities after satisfactory completion and due certification by BPCL Engineer-in-charge. In lieu of 10% Retention money towards Security deposit, contractor shall submit bank guarantee of equivalent amount of retention money (10% of contract value) before submission of 1st Running Account (RA) bill valid for defects liability period specified. Further, the Bank Guarantee shall have a claim period of six months beyond the date of expiry, and the same shall be mentioned clearly in the Bank Guarantee.
33. **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.

34. 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.
35. 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.
36. 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.
37. 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.

38. 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.

39. 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)

40. 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/PONo

_____ for Bharat Petroleum Corporation Ltd.

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

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

7. 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.
8. 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 forbear 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.
9. 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.
10. 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.
11. 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.

12. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated granted to him by the Bank.

Yours faithfully

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

TAX RESIDENCY CERTIFICATE

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

- a. Name of the assessee
- ix. Status (individual, company, firm, etc.) of the assessee
- x. Nationality (in case of individual)
- xi. Country or specified territory of incorporation or registration (in case of others)
- xii. 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
- xiii. Residential status for the purpose of Tax
- xiv. Period for which the certificate is applicable
- xv. 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

3. 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	

4. 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:

3. * Delete whichever is not applicable.

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

BHARAT PETROLEUM CORPORATION LTD

ACKNOWLEDGEMENT

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

For & on behalf of M/s. _____

Signature :

Name : _____

Designation : _____

(Seal / Stamp)

Place:

Date:

ANNEXURE-V: INTEGRITY PACT

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

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

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

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

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

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

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

NAME, ADDRESS AND CONTACT NUMBER OF INDEPENDENT EXTERNAL MONITOR (IEM)			
Name of IEM	Shri. Jagadip Narayan Singh (IAS- Retd)	Shri. Ganesh Vishwakarma (Ex-Director, SAIL) 64	Shri.Atanu Purkayastha
IEM Address	C- 54, Bharatendu Harischandra Marg, Anand Vihar, New Delhi- 110092	Address : Flat No. 1801, Pavillion Height -4 Jaypee Greens, Wish Town Sector – 128, Noida	Shri Dr. Atanu Purkayastha, IAS (Retired)

		Gautam Buddha Nagar (U P) PIN- 201304	Address - D-5, Sector-27, Noida, Uttar Pradesh- 201301 E-mail – Mobile No. -
IEM E-Mail ID	jagadipsingh@yahoo.com	ganesh_viswhwakarma@yahoo.com	dratanu2011@gmail.com
IEM Mobile	+91 9978405930	+91 9821399005	+91 9899772227

Bidder to upload Signed & Stamped Integrity Pact as enclosed below in Technical Bid

(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 forThe 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 Organisation "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 commits 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 cartelisation 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.
- (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 has 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 undertakes 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 Principal 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.


.....
For the Principal

Place MUMBAI

Date

.....
For the Bidder/Contractor/
Supplier

Witness 1 :
(Signature/Name/Address)

Witness 2 :
(Signature/Name/Address)

Annexure VI: BPCL'S SOCIAL MEDIA POLICY



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

Annexure VI: BPCL'S SOCIAL MEDIA POLICY



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

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

5. 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*).

5.1. 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. "**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

5.2. 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.

5.3. 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) PCVO, Retail and Lubes Transport guidelines.

6. 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:

- (m) 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.
- (n) 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.
- (o) 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.
- (p) 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.
- (q) 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.
- (r) 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.
- (s) 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.
- (t) 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.

- (u) 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.

All constituents should take due care to protect the corporation's copyright and intellectual property within and outside the organization.

- (v) 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.
- (w) 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.
- (x) 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.

7. 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:

- (j) 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.
- (k) 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.

- (l) 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.
- (m) 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.
- (n) 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.
- (o) 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.

- (p) 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.
- (q) 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.
- (r) 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.

8. ENFORCEABILITY AND COMPLIANCE

- 8.1. 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.
- 8.2. 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.
- 8.3. 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.
- 8.4. 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.
- 8.5. The concerned official of the Corporation shall be responsible for reviewing the compliance of these Social Media T&Cs as may be required to ensure that it meets legal requirements and reflects best practice.

ANNEXURE I

GENERAL CONDITIONS OF CONTRACT FOR VENDORS

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

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

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

Clause 44: Liens

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

ANNEXURE VII- FORMATS OF FORMS

FORM-A

CA CERTIFICATE

(to be submitted by bidder seeking EMD exemption and seeking benefits under MSE policy)

CERTIFICATE CONFIRMING ELIGIBILITY FOR BENEFITS OF PUBLIC PROCUREMENT POLICY

Date: _____

Tender No :

Tender Title:

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 with **Udyam registration number** _____ 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.

(Membership No. of CA along with certification / stamp)

CA UDIN NO:

FORM-B

FORMAT for Declaration of Liquidation

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

Date: _____

Tender No :

Tender Title:

To,

BHARAT PETROLEUM CORPORATION LIMITED
CHAIRMANS OFFICE, BHARAT BHAVAN,
4 & 6 CURRIMBOY ROAD, BALLARD ESTATE,
MUMBAI, MAHARASHTRA 400001

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

(Signature and Stamp of the Bidder)

Bidder Name:

FORM-C

FORMAT for Declaration of Holiday Listing orders issued by BPCL or MOPNG debarring us from carrying on business dealings with BPCL/MOPNG

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

Date :

Tender Number:

Title of Tender:

To,

Bharat Petroleum Corporation Ltd

Dear sir,

I/We, declare and confirm that we and our allied agencies are currently not serving any holiday listing orders issued by BPCL or MOPNG debarring us from carrying on business dealing with BPCL/MOPNG or convicted of an offence -

- c. under the Prevention of Corruption Act, 1988: or
- d. 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.

Stamp and Signature of Bidder

Bidder Name:

Date:

Address:

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

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

Date: _____

TENDER NO. :

TITLE OF TENDER :

To,
M/s BHARAT PETROLEUM CORPORATION LIMITED
CHAIRMANS OFFICE, BHARAT BHAVAN,
4 & 6 CURRIMBOY ROAD, BALLARD ESTATE,
MUMBAI, MAHARASHTRA 400001

Dear Sir/Madam,

In line with the guidelines issued for compliance of Restrictions for Countries which shareland border with India (Restrictions under Rule 144(xi) of the General Financial Rules, 2017–Reference OMno. 6/18/2019 – PPD dtd. 23.07.2020 (read along with any subsequent clarifications/ amendments thereof) issued by Ministry of Finance, Public Procurement Division (<https://doe.gov.in/procurement-policy-divisions>), I/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 fromsuch countries.

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

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

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

Name and Signature of the Authorized Signatory

FORM E: FORMAT FOR ACKNOWLEDGEMENT OF SOCIAL MEDIA DECLARATION

To,
BHARAT PETROLEUM CORPORATION LIMITED
CHAIRMAN'S OFFICE, BHARAT BHAVAN,
4 & 6 CURRIMBHOY ROAD, BALLARD ESTATE,
MUMBAI, MAHARASHTRA 400001

Dear Sir/Madam,

[in the case of an individual or sole proprietorship] I am

_____, an inhabitant of _____ and carrying on business of _____

OR

We are [insert names of all partners of firm] carrying on business at _____ in partnership

under the firm name and style of M/s. _____

OR

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

I / We have entered into a Contract for Dated [insert date] Agreement insert purpose], with Bharat Petroleum Corporation Limited BPCL

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

Use of social media by Business Partners and agree to abide by it.

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

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

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

(Signature & seal)

Name:

Designation: Date:

FORM-F

(Format of BG for EMD if applicable)

PROFORMA OF BANK GUARANTEE

(On non-judicial paper of appropriate value)

FOR EARNEST MONEY DEPOSIT

To

Bharat Petroleum Corporation Ltd.

Dear Sirs,

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

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

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

7. 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.

8. 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.
9. 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.
10. 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.
11. 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.
12. 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.

FORM-G PPP-MII POLICY

UNDERTAKING BY BIDDER TOWARDS MANDATORY MINIMUM LC

(IN CASE SEEKING BENEFIT OF PPP-MII)

(Self - Declaration)

To,

M/s BHARAT PETROLEUM CORPORATION LIMITED,
CHAIRMANS OFFICE, BHARAT BHAVAN,
4 & 6 CURRIMBOY ROAD, BALLARD ESTATE,
MUMBAI, MAHARASHTRA 400001

Tender No :

Tender Title:

Dear Sir

I/We, the undersigned,.....(full names), do hereby declare, in
my / our capacity as of
..... (name of bidder entity), the following:

- a) I / We have satisfied myself / ourselves that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid document (refer Annexure no X)
- b) The local content has been calculated using the formula given in the “**Appendix**” contained in the Annexure-X referred above and the provisions as detailed in the PPP-MII Order attached therein.
- c) The Stipulated minimum threshold for Local content for the tendered items i.e. 20% is hereby met and we qualify as **Class I Local Supplier/ Class-II Local Supplier** as defined under clause no. 5 of the PPP-MII Order.
- d) Local content for _____(product name) is certified as _____%, as calculated in terms of the PPP-MII Order.
- e) Details of Location (s) where Local Value Addition is made:

Address : _____

Note: If the bid is for more than one product, a schedule of the local content product-wise shall be attached.

- b) I/ We also declare that Local Content certificate shall be submitted along with each invoice raised by us after the contract has been awarded and we will ensure that the percentage of minimum local content as per the Class of supplier shall be maintained during all stages of execution of contract.
- f) I/ We accept that the Procurement Authority / Institution have the right that the local content be verified in terms of the requirements of the said Policy.
- g) I/ We understand that submission of incorrect data, or data that are not verifiable as described in the said order (PPP-MII), may result in the Procurement Authority imposing any or all of the remedies as provided under the Policy.

SIGNATURE OF AUTHORIZED SIGNATORY:

STAMP :

DATE:

CERTIFICATE FOR LOCAL CONTENT

MINIMUM LC (IN CASE BIDDER SEEKING BENEFIT OF PPP-MII)

(In case the total value exceeds Rs. 10 Crore, bidder to submit a certificate from statutory auditor/ cost auditor of the company or from practicing cost accountant or practicing chartered accountant. Bidder shall give self certification as mentioned above at the time of tendering. The certificate from auditor/ accountant shall be provided at the time of execution of contract. In case the bidder is unable to submit the certificate during execution, they may submit the same after the completion of contract withing the time frame stipulated by BPCL. In case the contractor does not meet the stipulated local content/ the category changes from class I to II or non local, a penalty upto 10% may be imposed. Please refer order no. P- 45021/2/2017-PP (BE-II)-Part (4)Vol II dated 19 July 2024 from Ministry of Commerce and Industry for details)

To,

M/s BHARAT PETROLEUM CORPORATION LIMITED

CHAIRMANS OFFICE, BHARAT BHAVAN,
4 & 6 CURRIMBOY ROAD, BALLARD ESTATE,
MUMBAI, MAHARASHTRA 400001

Tender No :

Tender Title:

TENDER ENQUIRY NO.

We_____ (Name of the Statutory Auditor) have verified the above declaration of _____ (Name of the bidder) and certify that they meet the stipulated minimum threshold value of 20% Local content for the tendered items and are a Class I Local Supplier/Class-II Local Supplier as defined under clause no. 5 of the PPP-MII Order.

The Local content in the offered Products / Services is %

Note: If the bid is for more than one product, a schedule of the local content product-wise shall be attached.

Name of Audit Firm:

Date:

[Signature of Authorized Signatory]

Name & Designation:

Seal:

Membership _____

Note: The authorized signatory in this case can be one of the following:

i) The proprietor and an independent Chartered Accountant, not being an employee of the bidder's firm, in case of a proprietorship firm.

ii) Any one of the partners and an independent Chartered Accountant, not being an employee of the bidder's firm in the case of partnership firm.

iii) Statutory auditors in case of a company. However, where statutory auditors are not mandatory as per laws of the country where bidder is registered, an independent Chartered Accountant, not being an employee of the bidder's organization.

FORM-H

FORMAT for Declaration –Understanding Bid qualification criteria, scope of work and tender documents

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

Date: _____

Tender No:

Tender Title:

To,

M/s BHARAT PETROLEUM CORPORATION LIMITED

CHAIRMANS OFFICE, BHARAT BHAVAN,
4 & 6 CURRIMBOY ROAD, BALLARD ESTATE,
MUMBAI, MAHARASHTRA 400001

Dear Sir/Madam,

I /We declare and confirm that I/We have understood the Scope of Work , Technical Specification and accept all terms and condition as detailed in tender.

(Signature and Stamp of the Bidder)

Annexure I- ACKNOWLEDGEMENT of GCC

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

For & on behalf of M/s. _____ Signature :
Name : _____

Designation : _____
(Seal / Stamp)

Place:

Date:

Annexure VIII

DOCUMENT UPLOAD CHECKLIST

- i. EMD receipt as mentioned in Invitation to Bid document. For MSE, CA certificate to be uploaded as mentioned in the format in Annexure VII- Formats of Forms.
- ii. All Documents mentioned under Annexure II
- iii. Proforma of Integrity Pact (Annexure V) shall be returned by the bidder/s 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.
- iv. Declaration and acceptance of forms and formats mentioned under Annexure VII whichever applicable (A to I)