



CERTIFICATE NO  
BN22530/21306



**BHARAT PETROLEUM CORPORATION LIMITED**

**CENTRAL PROCUREMENT ORGANISATION (MKTG)  
(ACCREDITED WITH ISO 9001: 2015)**

**“DOMESTIC OPEN TENDER”**

**“PROCUREMENT OF HEAT TRANSFER LABELS TO OUR LUBE PLANTS AT WADILUBE-MUMBAI, RASAYANI-RAIGAD, TONDIARPET-CHENNAI, BUDGE-BUDGE-KOLKATA, LONI-GHAZIABAD AND HAZIRA-SURAT FOR A PERIOD THREE-YEARS”**

**GEM TENDER: GEM/2025/B/6782525**  
**PRE-BID MEETING: 17.10.2025 @ 11:00 HRS**  
**TENDER DUE ON: 03.11.2025 @ 15:00 HRS**

**‘A’ INSTALLATION, SEWREE FORT ROAD SEWREE (E), MUMBAI – 400015**

| Name                  | Designation                     | Mobile Number | Email ID                           |
|-----------------------|---------------------------------|---------------|------------------------------------|
| Mr. Praveen Kumar     | Sr. Manager Procurement         | 9425394020    | praveenkumar002@bharatpetroleum.in |
| Mr. Kamlesh Choudhary | Procurement Leader              | 9102011419    | choudharyk@bharatpetroleum.in      |
| Mr. Prerak Patel      | Chief Manager Packaging SCM     | 8879780867    | patelprerak@bharatpetroleum.in     |
| Mr. Lekhram Thakur    | Chief Manager Inbound Logistics | 9819699767    | lekhamthakur@bharatpetroleum.in    |

Dear Sir/Madam,

**SUBJECT: NOTICE INVITING TENDER (NIT)**

**NAME OF JOB: PROCUREMENT OF HEAT TRANSFER LABELS TO OUR LUBE PLANTS AT WADILUBE-MUMBAI, RASAYANI-RAIGAD, TONDIARPET-CHENNAI, BUDGE-BUDGE-KOLKATA, LONI-GHAZIABAD AND HAZIRA-SURAT FOR A PERIOD THREE-YEARS.**

You are invited to submit your offer as E-bids in two-part (techno - commercial and Price Bid) for the above work on the terms and conditions contained in this tender document.

1. The estimated quantities plant wise are as under :

| <b>LABELS</b>           | <b>WL</b> | <b>RSY</b> | <b>TNP</b> | <b>BGB</b> | <b>LONI</b> | <b>HAZIRA</b> |
|-------------------------|-----------|------------|------------|------------|-------------|---------------|
| HTL FOR 6L PAILS        | 7500      | 17500      | 25000      | 100000     | 25000       | 10000         |
| HTL FOR 7.5L PAILS      | 112500    | 262500     | 75000      | 200000     | 125000      | 10000         |
| HTL FOR 10L PAILS       | 112500    | 262500     | 750000     | 825000     | 1100000     | 450000        |
| HTL FOR 15L PAILS       | 75000     | 175000     | 25000      | 325000     | 75000       | 10000         |
| HTL FOR 20L PAILS       | 60000     | 140000     | 900000     | 1325000    | 2150000     | 1375000       |
| HTL FOR 26L PAILS       | 7500      | 17500      | 10000      | 10000      | 10000       | 10000         |
| ADDITIONAL NEW CYLINDER | 120       |            |            |            |             |               |
| CYLINDER RE-ENGRAVING   | 120       |            |            |            |             |               |

2. **Scope of Supply:** F.O.R., Door Delivery Basis. Goods should be delivered, securely packed and in good order and condition, at the place of delivery. Transportation, Loading and stacking, unloading at BPCL plant locations including Transit insurance of the material etc. complete delivery at site is in scope of vendor.
3. **EMD:** Bidder shall submit an interest free Earnest Money Deposit (EMD) in the form of Electronic Funds Transfer for Net amount of ₹ 5 Lakh.

Bidder participating shall submit EMD amount in favor of M/s Bharat Petroleum Corporation Limited payable at Mumbai in following bank account.

|                              |                                      |
|------------------------------|--------------------------------------|
| Beneficiary's Name           | Bharat Petroleum Corporation Limited |
| Beneficiary's Bank Name      | Standard Chartered Bank              |
| Beneficiary's Branch Name    | Fort Branch, Mumbai                  |
| Beneficiary's Account Number | 22205020131                          |
| IFSC CODE                    | SCBL0036001                          |

4. **Pre-Bid Meeting** for the tender will be held on 17.10.2025 commencing at 11:00 Hrs IST over

a Video conference / calling. Parties desiring to attend the pre-bid meeting through Video Conference on MS teams - [Click Here](#) to join.

- 5. STRUCTURE OF THE TENDER:** It is a TWO-PART-BID E-Tender, having Techno-Commercial and Price Bids. Please visit the GeM website for online participating in this tender and submitting bid. The Tender consists of the following Attachments and Forms. Bidders have to carefully study the same for easy participation:

|   |                             |              |
|---|-----------------------------|--------------|
| 1 | Instruction To Bidders      | Annexure I   |
| 2 | Special Purchase conditions | Annexure II  |
| 3 | Bid Qualification Criteria  | Annexure III |
| 4 | Technical Specification     | Annexure IV  |

## **6. TECHNICAL BID**

- a. Bidders have to submit all documents as per details covered in the Annexures of this document.
- b. BPCL team may visit vendor's manufacturing plant to authenticate the technical parameters covered under Bid Qualification Criteria.
- c. Successful bidders who qualify the Bid Qualification Criteria will only be considered for further technical and commercial evaluation.
- d. Bids submitted by a bidder shall be rejected in case BPCL observes any deviation from the declaration given by the bidder or if the requisite documents are not submitted as per bid qualification criteria.

## **7. PRICE BID**

- a. The price bids shall be opened only for those bidders who meet bid qualification criteria (BQC) and found technically qualified.
- 8.** The bids received till closing date & time will be opened only through the GeM portal. BPCL reserves the right to accept or reject any or all the tenders in part or in totality, or to negotiate with any or all the tenderers, or to withdraw/ cancel / modify this tender without assigning any reason whatsoever.

Thanking you,

Yours faithfully,

**For Bharat Petroleum Corporation**

**sd/-**

**Mr. Kamlesh Choudhary**

**Procurement Leader - CPO (Mktg.)**

**INSTRUCTIONS TO BIDDER FOR DOMESTIC TENDERS**

(17.07.2025)

1. Competitive offers are invited in two-part bid- Bid Qualification Cum Techno Commercial Bid and Price Bid from eligible bidders.
2. Successful bidders will be issued LOA by CPO (Mktg.).
3. Offers should strictly be in accordance with the tender terms & conditions and our specifications. Bidders are requested to carefully study all the documents/ annexures and understand the conditions, specifications, drawings, corrigendum etc. before submitting the tender and quoting the rates. In case of doubt, written queries should be raised within 7 days in case of limited tenders and 14 days in case of open tenders from the date of publication of the tender. However this shall not be a justification for request for extension of due date for submission of bids.
4. **REFERENCE FOR DOCUMENTATION:**
  - 4.1. The number and date of Collective Request for Quotation (CRFQ) & E- Tender Number/ Gem Tender Number must appear on all correspondence before finalization of Rate Contract / Purchase Order.
  - 4.2. After finalization of Contract / Purchase Order, the number and date of Contract/Purchase Order must appear on all correspondence, drawings, invoices, dispatch advices, (including shipping documents if applicable) packing list and on any documents or papers connected with this order.
5. **LANGUAGE OF BID:**
  - 5.1. The Bid and all supporting documentation and all correspondence exchanged by bidder and Corporation, shall be written in English language only.
6. **INTEGRITY PACT (IP):** (Applicable for all tenders of value above Rs.10 Crore)

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

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

***Note: - BQC is applicable only for open tender or where specifically mentioned in limited tender.***

8. For tenders submitted on BPCL e-procurement portal, the bid shall be required to be digitally signed with a class III or above digital signature by the authorized signatory.

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

9. **EARNEST MONEY DEPOSIT:** EMD may be submitted in form of e-BG or NEFT/RTGS transfer to BPCL

**Account or Bank Guarantee\* (as per format in GCC) or / OR Insurance Surety Bond (as per format in GCC).**

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

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

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

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

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

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

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

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

- 9.3. Bidders may also submit the EMD bank guarantee in physical form if their Bank is not in position to issue e-Bank Guarantee. For this, a letter or an email from the bank shall be provided to BPCL for acceptance of physical BG. The BG should be submitted in a sealed envelope addressed to Procurement Leader, Gr - 6, boldly super- scribed on the outer cover –

**Tender No.:**

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

**Closing Date / Time:**

**Name of the Bidder:**

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

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

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

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

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

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

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

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

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

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

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

financial benchmarks India Private Limited exchange rate on the date on which the order was placed.

- 10.1.2. Completion Certificate/Final Bill certified by the client or any other document which conclusively proves completion of the awarded work. This document shall clearly mention Name of the client, Name of the job, Work Order / Purchase order / LOA No. and date, Value of Completed work, and Date of completion of work.
- 10.1.3. Any additional document required as mentioned in the Bid qualification Criteria.
- 10.1.4. All documents must be in the name of bidder/ or as mentioned in the Bid Qualification Criteria
- 10.1.5. For long term/ongoing contracts the value of work **completed/executed (as mentioned in Bid Qualification Criteria)** and paid against the contract till the last day of the month previous to the one in which tender is invited shall be considered for similar work value.
- 10.1.6. In **case bidder is a sub – contractor**, the following documents are additionally required:
  - Written consent of the owner to sub-contract for execution of works
  - Agreement executed /documents issued by contractor
  - Completion certificate issued by the contractor to the sub – contractor
  - Completion certificate issued by the owner to the contractor/sub-contractor

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

### 10.2.1. Manufacturing Capability:

#### Document required:

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

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

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

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

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

- Bidder to submit all the documents as per clause (a) above pertaining to the OEM, **clearly indicating that the OEM /Principal** is a manufacturer of the tendered item.
- The bidder should submit an Authority letter issued by Principal specific to the tender. In addition, back to back guarantee (specific to the tender) shall be provided by the Principal, clearly stating that they shall fulfill the contractual obligations for Supply, Service and Warranty of the tendered item in case of failure of the bidder.
- An Indian channel partner/agent/dealer/distributor can participate on behalf of only one Principal. He shall not be allowed to quote on behalf of another Principal in the same tender.

- Principal should authorize the channel partner /agent /dealer /distributor to submit their bid in the tender. In such a case, the Principal cannot participate directly in the same tender.

#### 10.2.2. **Supplying Capacity:**

##### Documents required:

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

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

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

Bidder shall submit the following financial documents.

10.3.1. Bidder shall furnish Annual Report/ audited balance sheets including Profit and Loss Accounts for previous three financial years along with the Bid to establish Bidder's conformance to financial criteria and prove existence since three years.

10.3.2. In case the financial year closing date is within 6 months of original bid due date and Audited annual report of immediate preceding financial year is not available, Bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year.

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

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

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

10.4. **Document Verification:** During BQC/EMD stage all vendors will have to provide self- certified copies of certificates and documents, with an undertaking to submit \*TPIA verified scanned documents or produce the original documents for verification by Proc. Manager in case the vendor emerges as successful (\*TPIAs which are accredited under "NABCB accredited bodies as per requirement of ISO/IEC 17020 as type "A" in QCI's NABCB website (<https://nabcb.qci.org.in/inspection-body/>), unless otherwise stated in BQC.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Bidder shall ensure that any certificate/ reports issued/ attested by a practicing-chartered accountant in India and submitted in the bid shall mandatorily include the UDIN number. Certificate / reports issued/ attested without UDIN number of practicing chartered accountant in India will not be considered for evaluation.
14. Charges of TPIA Verification & CA Certificate: All charges of the third party verification and CA certificate shall be borne by the Bidders.
15. Submission of authentic documents is the prime responsibility of the bidder. Wherever BPCL has concern or apprehensions regarding the authenticity/correctness of any document or information, BPCL reserve the right to get the documents cross-verified from the document issuing authority.

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

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

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

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

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

**Option A**

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

**Option B**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.3.2. **Price bid:**

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

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

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

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

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

Based on the information and documents submitted, only parties meeting the Bid Qualification Criteria will qualify for the techno commercial evaluation. Price bid of only those bidders shall be

opened who qualify in the Techno-commercial bid. The schedule for opening the price bid shall be advised separately.

## 22.2. PRICE BID

22.2.1. Through this tender, BPCL seeks to surface the lowest price supplier (OR AS MENTIONED IN THE EVALUATION METHODOLOGY)

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

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

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

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

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

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

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

23.1. In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic rates. The final cash outflow will reduce to the extent of the revised GST.

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

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

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

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

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

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

**25. NEW STATUTORY LEVIES:**

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

**26. GST details:**

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

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

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

**27. Bidders may have to attend the concerned office of the Corporation for clarifications and/or pre-bid meeting and/or negotiations/clarifications if required at their own cost, in respect of their bids without any commitment from the Corporation.**

**28. It shall be understood that every endeavor has been made to avoid errors which can materially affect the basis of the tender and the successful bidder shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.**

**29. List of abbreviations used:**

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

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

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

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

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

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

30.3. **DECLARATION ON CONFLICT OF INTEREST**

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

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

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

Terms & Conditions under Social Media Policy of BPCL for business partners are to provide clear guidance on acceptable standards of conduct and practices to be followed by the

Business Partners of Bharat Petroleum Corporation Limited, in the usage of social media tools during and post their association with the Corporation. These terms and conditions are intended to protect and safeguard *inter alia* the interests and reputation of the Corporation, in the access, use of or participation on Social Media platforms by such constituents. **Successful bidder/bidders shall have to essentially submit following documents for further evaluation in the tender:**

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

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

**31. STARTUPS MEDIUM ENTERPRISES:**

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

- 31.1. Certificate of Recognition issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, GOI.
- 31.2. Certificate of Incorporation/Registration.

- 31.3. Audited P&L statement of all the Financial Years since incorporation. In case where balance sheet has not been prepared, bidder shall submit a certificate in original from its CEO/CFO stating the turnover of the bidding entity separately for each Financial Year since incorporation along with a declaration stating the reason for not furnishing the audited P&L Statement. The certificate shall be endorsed by a Chartered Accountant/Statutory Auditor.
- 31.4. Such proposal will be examined by the tender issuing authority who may consider inviting a detailed offer from the Startup with the intent to place a trial order or test order provided the Startup meets the Quality and Technical Specifications.
- 31.5. In case the Startup is successful in the trial order, it will be considered for PQC exemption/relaxation (as the case may be) for the next tender for such item till the time the entity remains a Startup.
- 31.6. Startups are exempted from submission of EMD.

### **32. SUBMISSION OF BANK GUARANTEE**

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

| SN | Particular                    | B G Value         | Stipulations                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----|-------------------------------|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | Criteria for acceptance of BG | Up to Rs. 1 crore | Bank Guarantee from any scheduled bank (including nationalized banks, other scheduled commercial banks, scheduled cooperative banks, and scheduled regional rural banks) as appearing in the second schedule to the RBI act 1934 shall be acceptable.                                                                                                                                                                                     |
| 2  | Criteria for acceptance of BG | More than 1 crore | Bank Guarantees which are issued by Banks having long term issuer rating of 'A2' from Moody's or equivalent from Fitch and S&P in case of the foreign bank and long term issuer rating of at least 'AA' from CRISIL or equivalent from CARE, ICRA and India Ratings in case of Indian Banks, shall be acceptable. In case rating for a bank is available from more than one rating agency, the lowest of such rating shall be considered. |
| 3  | Replacement of BG             |                   | In case rating falls below stipulated level or that bank is under moratorium by RBI, all BGs issued by such bank must be replaced.                                                                                                                                                                                                                                                                                                        |

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

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

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

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

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

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

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

The definition of bidder is the entity which has a unique PAN (Permanent Account Number).

A Bidder shall submit only one bid in a particular bidding process.

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

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

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

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

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

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

he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.

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

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

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

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

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

### **35. REPEAT ORDER:**

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

**SPECIAL PURCHASE CONDITIONS****1) MATERIAL TO BE SUPPLIED**

- a) Vendor on whom Contract/ Purchase Order is placed shall duly supply HTL to the Corporation as per the rate, quantity & delivery schedule specified therein and technical specifications.
- b) This is basically a rate contract and quantities are not guaranteed. Quantity depicted in each line item of the contract is only indicative and is in no way binding on the Corporation. BPCL reserves the right of placing the order for full or part quantity.
- c) BPCL may also divert/ reallocate quantities among the various sizes of Heat Transfer Label(HTL) or from one plant to another plant depending on the consumption pattern within the overall allocation, on same vendor.

**2) EVALUATION OF TENDER:** The tender will be evaluated based on lowest landed cost basis inclusive of taxes on L1 bidder. Bidder has to quote in all the line items.**3) PERFORMANCE BANK GUARANTEE:**

In lieu of the Security Deposit, the vendors on whom the three years rate contract is finalized need to submit bid security cum performance bank guarantee of value as 5% of the annualised order value, along with contract acceptance for a guarantee period of 42 months with a further claim period of 6 months.

**4) VALIDITY OF RATES:**

Rates offered should remain valid for at least 120 days from the due date of the tender.

**5) PERIOD OF RATE CONTRACT:**

- a) BPCL shall place a VALUE CONTRACT (VC) valid for Three Years from the date of Contract/ LOI.

**6) DELIVERY:**

- a) BPCL / Respective Indenting Location / Lube Plant shall issue monthly / fortnightly Call-ups in the form of Firm Requirement through e-mail / Purchase Order, indicating schedule of requirement / staggered dates for requirement of particular quantities of the material/s at a particular receiving location/s.
- b) Delivery Terms: F.O.R., Door Delivery Basis. Goods should be delivered, securely packed and in good order and condition, at the place of delivery. Transportation, Loading and Stacking, Transit insurance of the material shall be arranged by the vendor at his cost. Vendor shall also directly pay the applicable Tax (if any) on Transportation of goods / materials to BPCL Locations, to the respective authorities. Delivery Charges will be firm for entire contract period.
- c) Delivery Period: 15 Days – Ten Days from the date of issue of Call-off / Purchase Order (PO). Bidder shall accept delivery schedule as per tender terms and conditions.
- d) Call-ups shall be issued considering the actual requirements, which may vary from month to month. There may be seasonal variations and the call offs would be placed accordingly. Vendors shall be bound to accept call-offs up to 150% of the prorata quantity (prorata quantity = total contract quantity/36). In case BPCL requires additional supplies (over and above the said 150% prorata level) during any period , then it can place call-offs for such additional quantities after getting a written confirmation from the vendor.
- e) The supplier shall have to supply required quantity of Materials against call ups.

- f) The Materials are to be supplied to our Locations on F.O.R., Door Delivery Basis. Goods should be delivered, securely packed and in good order and condition, at the place of delivery. Transportation of the material shall be arranged by the vendor at his cost. Vendor shall also directly pay the applicable Tax (if any) on Transportation of goods/ materials to BPCL Locations, to the respective authorities. Delivery Charges will be firm for entire contract period.

**7) DELIVERY DATES AND PRICE REDUCTION SCHEDULE: Further to Clause No. 20 of GPC –**

- a) BPCL Location/ LOBP may require the material at short notice. Delivery Lead Time for supply of the material shall not be more than Ten days from the date of issue of Call-off/ Purchase Order (PO).
- b) Suppliers shall be advised about the requirements/ delivery schedules or changes thereto, in advance. Time being the essence of this contract; supplier shall be required to adhere strictly to the delivery schedule given by BPCL. Suppliers shall intimate dispatch schedule, one day in advance, to the Receiving Location/ LOBP.
- c) The contractual delivery period is inclusive of all the lead time for engineering/ procurement of raw material, the manufacturing, inspection/ testing, packing, transportation or any other activity whatsoever required to be accomplished for effecting the delivery at the required delivery point.
- d) No variation in the delivery schedule shall be permitted except with prior authorization in writing from BPCL. Even if revision in delivery schedule has been permitted by BPCL, PRICE REDUCTION as per Clause No. 20 of GPC will be applicable in case of delayed delivery.
- e) In the event of failure of the successful bidder/ vendor to supply the material within time (Scheduled Delivery Date as mentioned above), BPCL, at its sole discretion, shall have the option of invoking RISK PURCHASE Clause at the risk, cost and consequences of the vendor as per Clause No. 21 of GPC, for the non-delivered portion of the scheduled quantity and such quantity would be reduced from the PO/ Contract Quantity. Alternatively, BPCL can also extend the delivery date. PRICE REDUCTION as per Clause No. 20 of GPC will be applicable to such transactions/ events. BPCL's decision shall be final and binding in this case.

**8) RISK PURCHASE CLAUSE: Further to Clause No. 21 of GPC –**

- a) Material required under this contract is a Raw Material/ Consumable and is directly related to BPCL's PRODUCTION. Any delay in supply of the material will lead to Time-Loss, Production-Loss &/or Other Consequential Losses to BPCL.
- b) Supply of Defective, Damaged, Leaky or Off-Specification material or supply deviating from Contract/ Purchase Order Terms & Conditions will be rejected and repeated rejections will entail cancellation of orders and Risk Purchase from alternative sources at risk and cost of vendor.

**9) TRANSIT INSURANCE:** Transit Insurance of the material shall be arranged by the vendor at his cost.

**10) UNLOADING AND STACKING:** Unloading and Stacking of the supplied goods/materials at BPCL Locations shall be arranged by the vendor at his cost.

**11) PLACE OF DELIVERY:**

Material shall have to be door-delivered to one of the following locations, as directed:

| DELIVERY ADDRESS                                                                    |
|-------------------------------------------------------------------------------------|
| Wadilube Plant, Malet Road, Wadibunder, Greater Mumbai – 400009 (Maharashtra)       |
| Rasayani Plant, Sawala Apt Road, Taluka Panvel, Raigad - 410207 (Maharashtra)       |
| Tondiarpet Lube Plant, 35, Vidyanatha Mudali Street, Chennai – 600 081 (Tamil Nadu) |

|                                                                                                  |
|--------------------------------------------------------------------------------------------------|
| <b>Budge-Budge Lube Plant</b> , Dist. 24-Parganas, Budge-Budge – 700137 (West Bengal)            |
| <b>Loni Lube Plant</b> , Village Tila Shabaj Pur, Loni, Dist. Ghaziabad – 201102 (Uttar Pradesh) |
| <b>Hazira Plant</b> , Surat Hazira Road, P.O.Ichhpore, Surat – 394510                            |

**12) Price Variation clause (Escalation / De-escalation) : Not Applicable, Quoted rates are firm for the contract period of three years.**

**13) RAW MATERIAL:**

Vendor shall be responsible for procurement of all the Raw Materials (RM) as per specifications, necessary for manufacture of barrels to suit the delivery schedule committed to BPCL. Any delay in delivery schedule due to delay in procurement of RM, will not be condoned. The RM details are indicated in “Technical Specifications” (Annexure IV) attached with tender. Vendor will have to furnish proof of purchase of Raw Material as and when sought for by BPCL.

Supplier must also ensure that adequate stock of raw materials is available to meet BPCL’s requirement as per call up placed by the plants. For this purpose, **vendor shall have adequate storage space to store Raw Material for at least 15 days.**

**14) LIQUIDATED DAMAGES CLAUSE:**

The vendors have to supply the required items as per schedule given above/ specified at the time of placing job order. In case of failure to meet the stipulated schedule, the supplier will have to pay to BPCL by way of liquidated damages and not as penalty an amount equal to 0.5% (one-half percent) of the contracted price of the item so delayed for every week of such delay in delivery subject to a maximum of 5% of such price / order value.

We shall also have the right to cancel the undelivered portion of the order in part or full and procure such quantities from elsewhere at the risk and cost of the supplier without prejudice to its rights and remedies under the other clauses of the contract.

**15) PAYMENT TERMS:**

Payment shall be made on the **30th day** from the date of receipt and acceptance of material at site. It shall be released by **BPEC, Kharghar**.

The shortages observed during receipt shall be on supplier’s account and the decision of BPCL in this respect shall be final and binding on the supplier. The acknowledgement of receipt of quantity as determined by the receiving location shall be full and final and payment would be done accordingly.

Vendor shall submit documents in reference to GPC clause no.12.3. The invoice should carry the description of material.

BPCL has setup a **Business Process Excellence Centre (BPEC) for Vendor Invoice processing**. BPEC will function as a payments factory to receive, digitize and process vendor invoices in a timely and accurate manner. In addition, the centre will receive and account for Performance Bank Guarantees (PBGs) and Bank Guarantees (BGs). **ORIGINAL COMMERCIAL INVOICES (IN TAX INVOICE FORMAT)** will need to be sent to BPEC including Supporting Documents for Payments e.g. Freight Bills, IRN, Test Certificate.

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

#### **BG Confirmation:**

To expedite BG confirmation process, BPCL has tied up with SBI for implementation of SFMS Bank Guarantee wherein the **vendor has to quote our IFSC code and Account number to bank at the time of BG application based on which SBI 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 Bank Account No. & IFSC Code (Details given below) to their Bank at the time of application for Bank Guarantee in favour of BPCL. Issuing Bank shall issue the Bank Guarantee & send SFMS message to BPCL Bank confirming the Bank Guarantee as genuine. **BPCL's Bank (SBI) 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: State Bank of India  
Branch: CAG Branch, Mumbai  
Account No: 11083980831  
IFSC Code: SBIN0009995

#### **16) HOLIDAY LISTING:**

As per BPCL policy. The entire guidelines and procedures for Holiday Listing are available in BPCL website and they can be accessed @ [http: // bharatpetroleum.in / pdf / holidaylistingpolicyfinal.pdf](http://bharatpetroleum.in/pdf/holidaylistingpolicyfinal.pdf)

#### **17) CHANGE / ADDITION IN SUPPLY LOCATION(s):**

In case the successful bidder wishes to change / add supply location(s) after the award of contract, the same may be accepted at sole discretion of BPCL. Bidder shall not have any right to claim any loss / damages in case of denial of such proposal. The change of supply location can be permitted subject to the new unit, fulfilling all conditions as provided in the tender conditions regarding plant, machines, capacity, statutory Licenses, MSE registration, TPIA certification etc. and all other terms & condition of the contract. BPCL reserve the right to demand for additional documents as and when required from the vendor.

In case change/addition of supply location(s) is accepted by BPCL, the prices applicable at time of award of annual rate contract shall remain FIRM for the entire contract period .Except for price escalation/de-escalation on account of raw material (as applicable as per the tender terms) no price variation shall be applicable for any other components of the cost structure.

Further, at the bidding stage, the bidder shall consider all the future expansion plans to be undertaken and executed during the contractual period in terms of the above. Accordingly, the bidder shall submit the price quote considering the above, at the bidding stage itself. The bidder shall indicate the upcoming manufacturing unit, if any in the Techno-Commercial Information form.

#### **18) ASSIGNMENT/SUB-CONTRACTING**

Vendor shall not sublet the contract or assign any part of the order to any person / firm / company

without prior written consent from the Corporation.

#### **19) MISCELLANEOUS:**

- (a) Vendor should have good HSSE (Health, safety, security and Environment) policy.
- (b) The vendor shall not claim at any time his industry as captive industry or captive plant. Vendor's workmen and other employees shall have no right whatsoever to claim any compensation of any nature from BPCL.

#### **20) START-UPS MEDIUM ENTERPRISES:**

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

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

#### **21) OTHER POLICIES**

- i. Purchase Preference (Linked with Local content) (PP-LC): As indicated in clause 14 of SPC. For details, please refer Annexure XI.
- ii. Undertaking required In line with the guidelines issued for compliance of Restrictions for Countries which share land border with India - As issued by Govt. of India in July'2020, the bidders shall be required to provide an undertaking confirming compliance of restrictions for countries which share land border with India.  
Terms and Conditions for acceptable use of social media by business partners: At the time of award of contract, the successful vendor will provide its written acknowledgement to the Social Media T&Cs, in the form set out in Annexure III of Social Media Policy for Business Partners, failing which the Corporation may take such action as may be necessary to ensure compliance with these terms and conditions.

**BID QUALIFICATION CRITERIA (BQC)**

Bidder/Vendor should qualify (pass) each of the following Bid Qualification Criteria

**CRITERIA 1: ESTABLISHED MANUFACTURER:**

The Vendor should be an established manufacturer of Heat Transfer Label ( HTL ) having Manufacturing facility for tendered items in India and NOT a Trader or Agent of any Manufacturer and consortium bidding is not allowed.

**DOCUMENTS REQUIRED:**

a. The bidder shall be required to get the Manufacturing facilities verified (including visit to the vendors' premises), by TPIA certifying that bidder is manufacturer of tendered item.

b. The bidder shall submit a copy, valid on due date of the tender, duly verified by TPIA, of any of the following documents in-respect of their manufacturing units held under the name of the bidder:

i. Consent to operate issued by the State Pollution Control Board.

OR

ii. License to operate the Factory, issued by Department of Factories / State Industries Department.

**CRITERIA 2: SUPPLY CAPACITY:**

The vendor should have manufactured and supplied the following minimum quantity of Heat Transfer Label ( HTL ) during any continuous 12 months period in the last three years from the due date of bid submission as detailed below.

| S NO | DESCRIPTION         | QUALIFYING QUANTITY<br>IN NO* | QUALIFYING QUANTITY<br>IN NO* (MSE) |
|------|---------------------|-------------------------------|-------------------------------------|
| 1    | HEAT TRANSFER LABEL | 1117024                       | 949470                              |

**DOCUMENTS REQUIRED:**

1. A certificate (in English) from TPIAs as on the date of Inspection, at bidding stage, verifying, and confirming that bidder has supplied Heat Transfer Label ( HTL ) as specified above. The TPIA certificate should clearly indicate the quantity supplied in No's and attaching the List of Invoices in a tabular form as given below, for Quantity processed and supplied during any continuous 12 months period.

TPIA Certificate for supply of Heat Transfer Label ( HTL ) in the following format: FOR QUANTITY IN NOS

### Name & Address of the Unit

| Sr. No. | PO/Contract Number | Invoice Number | Invoice Date | Client/Sold to | Invoice Quantity (In NO) | Cumulative Quantity (In NO) |
|---------|--------------------|----------------|--------------|----------------|--------------------------|-----------------------------|
|         |                    |                |              |                |                          |                             |
|         |                    |                |              |                |                          |                             |

For Qualification of Supply Capacity Criteria, the total sum of quantity processed and supplied (from all the plants / units) put together shall be considered. However, the PAN number of all these units should be the same.

Vendors are requested to upload all the TPIA verified documents duly signed on GeM site and hard copies of all the original TPI verified documents are required to be submitted to BPCL by L1 bidder before placement of contract.

### CRITERIA 3: FINANCIAL CAPACITY:

**ANNUAL FINANCIAL TURNOVER:** The bidder should have achieved a Minimum Average Annual Financial Turnover of ₹ 75 Lakh (Rupees Seventy-Five Lakh Only), required as per the Audited Financial Statements (including Balance sheet and Profit and Loss Account), during the previously available THREE consecutive accounting years prior to the due date of bid submission.

**AND**

**NET WORTH POSITIVE:** The bidder's net worth should be positive as per last available audited financial statements.

Audited Balance Sheet and Profit & Loss Account of the bidder (English language only) for last 3 consecutive accounting years prior to due date of tender, duly verified by TPIA to be submitted.

1. Bidder shall furnish Annual Report/ audited balance sheets including Profit and Loss Accounts for previous three financial years along with the Bid to establish Bidder's conformance to financial criteria and prove existence since three years.
2. In case the financial year closing date is within 6 months of original bid due date and Audited annual report of immediate preceding financial year is not available, Bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year. In case the financial year closing date is within 6 – 9 months of original bid due date and Audited annual report of immediate preceding financial year is not available, Bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year provided Bidder submits a letter from CA stating the reasons of non-preparation/furnishing of the latest year's Audited Financial Statements.

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

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

3. 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

## TECHNICAL SPECIFICATIONS

### 1. **SPECIFICATIONS / IDENTIFICATION MARK: (MANDATORY PRINTING ON THE HTL LABELS)** HTL

Labels shall be made as per specification given.

All the labels shall be printed with the identification mark / code name along with:

- Year of printing on label
- The SAP product code of labels given by BPCL

Labels shall be made as per specification given in technical specification in this tender document. The shade card should be approved prior to printing with the respective BPCL.

### 2. **MATERIAL & FINISH / SELF CERTIFICATION:**

Material used for the HTL labels should be as per the specification provided. Printing should be neat, legible, uniform and in the approved colour shades. The label rolls shall be delivered after packing in 5 ply corrugated boxes. Each box shall carry the following data:

1. The name of the label & SAP Product Code
2. Quantity
3. Date of manufacturing.
4. No. of label rolls
5. Individual rolls shall be packed in poly bags/shrink wrapped.
6. One label from the Roll shall be put on the corrugated box for proper identification.

Along with each supply, the supplier shall provide a certificate stating that goods supplied are as per specification. It will be the responsibility of the supplier to ensure that all raw material, quality inspection equipment and production processes are streamlined to achieve the required quality. Issue of test certificate will not prejudice our right to carry out further checks and decide whether the material supplied is meeting the specification.

The colours / inks required can have metallic effects, use of invisible UV inks for brand identification, shall also be required. The HTL procured shall be used for application on white or coloured pails. Hence the opacity of the labels required shall be high.

### 3. **PRODUCT REQUIREMENT:** with no of variants & dimensions is as given below:

| Description                | DIMENSION    | Unit of Measure | NO OF VARIANTS |
|----------------------------|--------------|-----------------|----------------|
| HTL for 6L PPCP Pail       | 135 x 615 mm | EA              | 2              |
| HTL for 7 / 7.5L PPCP Pail | 160 x 620 mm | EA              | 14             |
| HTL for 8/10L PPCP Pail    | 170 x 715 mm | EA              | 22             |
| HTL for 12 /15L PPCP Pail  | 200 x 780 mm | EA              | 12             |
| HTL for 18 / 20L PPCP Pail | 230 x 825 mm | EA              | 22             |
| HTL for 22L/26L PPCP Pail  | 250x 865 mm  | EA              | 2              |

HTL Labels shall remain on the packs unaffected by weather conditions. The label colour shall not fade in normal storage /exposure in retail outlets for reasonable period of time. The following specifications must be adhered to:

|         |    |
|---------|----|
| Core ID | 3" |
|---------|----|

|                                     |                                              |
|-------------------------------------|----------------------------------------------|
| <b>Printing</b>                     | Maximum upto 8 colours including Logo colour |
| <b>Size</b>                         | As per dimensions given                      |
| <b>Max. Application Temperature</b> | 250 ° C -260 ° C                             |
| <b>Storage Temperature Range</b>    | 20° C to 40° C                               |

**4. Lot Sizes & lead times:**

The minimum production lot size shall be 3,000 labels. The minimum dispatch lot size shall be 500 labels.

The lead time for new artwork shall be 15 days from the approval of the artwork. The lead time for normal supplies shall be 10 days from the date of indent / purchase order. The lead time shall be inclusive of the transit time to the indenting plant. There shall not be any separate time given for sourcing of the cylinders.

Time being the essence of the contract, for any delay in supplies, BPCL shall be free to procure Digital HTL / HTL from alternate sources at vendor's risk, price & responsibility.

**5. Specification:**

The HTL label quality should be of internationally used plastics based such as BOPP / Polyester and time tested quality for oil / chemical drums. Polyester film having thickness of 15 to 19 micron (PPCP Pails and HDPE Drums). Coating should be suitable for different packaging material such as for PPCP pails & HDPE drums. Label should be easily transferred in between 250°C to 260°C with the minimum Mandrell pressure.

Heat transfer Labels should be suitable to use in Heat transfer labelling machine of M/s. Technoprint make or Equivalent HTL machine.

**6. Dispensing:** Good automatic dispensing characteristics

**7. Shelf Life:** Two years when stored at 22° C / 50% RH.

As with all self-adhesive materials, this product should be tested thoroughly under end-use conditions to make sure it meets the requirements of the specific application.

The artwork shall remain on the packs unaffected by weather conditions. The label colour shall not fade in normal storage /exposure in retail outlets for reasonable period of time.

## **QUALITY CONTROL CHECKS**

### **A. MINIMUM QUALITY CONTROL CHECKS THE SUPPLIER IS REQUIRED TO DO AT HIS PREMISES AND ISSUE CERTIFICATE WITH EACH CONSIGNMENT:**

1. Visual Inspection
2. Measurement of Dimensions with instruments having Least Count of 0.01 mm
3. To withstand Scuff Testing at 4 psi for 400 rubs
4. GSM of the facestock, release liner and adhesive
5. Caliper thickness test
6. Tape test

The successful tenderer will have to maintain records for:

- (1) testing of input material before commencing production
- (2) tests / checks carried out during production
- (3) test / checks carried out for the finished products
- (4) test / checks carried out pre-dispatch

BPCL reserves the right to recommend the formats for record keeping.

The sampling frequency shall be as under, however, vendors can implement more stringent sampling plan as per their prevailing QAP:

| <b>Lot size :</b> | <b>No. of random samples</b> |
|-------------------|------------------------------|
| Upto 5,000        | 5                            |
| Above 5,000       | 10                           |

Vendor should have the provision for inspection of following parameters on 100% basis as per QAP/sampling plan:

- 1) Colour
  - 2) Contamination
  - 3) Spots
  - 4) Artwork &/or design
  - 5) Product name
- 
1. Calibration of all testing/measuring equipment should be done as per appropriate agencies and/or as advised by BPCL.
  2. Inspectors and supervisory staff deputed for quality assurance shall possess adequate educational qualification with sufficient experience in the field.

**B. VENDOR SHOULD HAVE ALL THE TESTING FACILITIES AND EQUIPMENTS REQUIRED TO CARRY OUT ABOVE TESTS.**

Vendor shall maintain records of all tests conducted as mentioned above and copies of records and charts shall be made available to BPCL whenever called for.

**C. ACCEPTANCE CRITERIA AT BPCL PLANTS:**

The following are the brief requirement for accepting labels at the Receiving Plant:

- VISUAL APPEARANCE —
- FACESTOCK - as per approved COLOR - as per specifications
- Label finish as per specifications Label Product Code ➤ **Sampling** on cube root basis

During incoming inspection, in case any defect is found the matter will be reported to the vendor for joint inspection within a reasonable time. Depending upon the outcome of the joint inspection decision with regards to acceptance after rectification or rejection shall be taken.

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

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

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

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

**In case applicable:**

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

**In case applicable:**

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

Name of CA Firm:

[Signature of Authorized Signatory]

Name:

Date:

Designation:

Seal:

Membership

no. UDIN no.

**DECLARATION BY TPIA CONFIRMING SUBMISSION OF CERTIFIED BQC DOCUMENTS**

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

SUBJECT:

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

Dear Sir

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

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

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

[List of Documents Verified 1]

[List of Documents Verified 2]

.....

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

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

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

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

Yours sincerely,

[Signature]

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

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

[Name of the Third-Party Independent Agency]

[Accreditation Number as per NABOB, Type and Validity]

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

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

**AFIDAVIT CONFIRMING SUBMISSION OF TPIA CERTIFIED BQC DOCUMENTS**

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

SUBJECT:

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

Dear Sir

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

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

[Signature of Authorized Signatory]

Name: Designation: Seal:

**UNDERTAKING BY BIDDER TOWARDS MANDATORY MINIMUM LC**

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

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

To,

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

Dear Sir

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

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

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

**Place:**

**Date:**

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

**Name:**

**Designation: Seal:**

**UNDERTAKING BY BIDDER TOWARDS MANDATORY MINIMUM LC**

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

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

To,

M/s BHARAT PETROLEUM CORPORATION LIMITED

SUBJECT:

TENDER NO:

Dear Sir

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

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

**The certificate from Statutory Auditor or Cost Auditor of the Company (in the case of companies) or from a Practising Cost Accountant or Practising Chartered Accountant (in respect of suppliers other than company) in this regard has been submitted in technical bid.** (Applicable in case of tenders for value greater than Rs. 10 Crs.)

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

Place:

Date:

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

**Name:**

**Designation: Seal:**

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

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

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

To,

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

Dear Sir

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

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

the bidder) and certify that the local content percentage for the tendered item  
mentioned by M/s. ....(Name of the bidder) is  
.....%.

**Name of CA Firm:**

**Date:**

**[Signature of Authorized Signatory] Name:**

**Designation: Seal:**

**Membership no.**

**UDIN no.**

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

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

To,

M/s BHARAT PETROLEUM CORPORATION LIMITED

SUB:

TENDER NO:

Dear Sir

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

verified relevant records of M/s.....(Name of the bidder) and certify that the local content percentage for the tendered item mentioned by M/s.

.....  
.....(Name .....of the  
.....bidder)  
.....is  
.....%.

**Name of Audit Firm:**

**Date:**

**[Signature of Authorized Signatory] Name:**

**Designation: Seal: Membership no. UDIN no.**

**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. : \_\_\_\_\_

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

Dear Sir/Madam,

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

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

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

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

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

**(Signature of the Authorised Signatory)**

**Name:**

**Seal:**

**FORMAT OF ACKNOWLEDGEMENT To,***[Insert details to whom such acknowledgement may be addressed]**[in the case of an individual or sole proprietorship]* I  
am\_\_\_\_\_, an inhabitant of \_\_\_\_\_ and carrying on business of  
\_\_\_\_\_**OR**We are *[insert names of all partners of firm]* carrying on business at  
\_\_\_\_\_ in partnership under the firm  
name and style of M/s.  
\_\_\_\_\_**OR***[Insert name of Limited Company or a Co-operative Society / Trust Co-operative]* incorporated  
under the laws of India and having its Registered Office at  
\_\_\_\_\_  
\_\_\_\_\_I / We have entered into a \_\_\_\_\_ dated *[insert date]* ("**Agreement**") for the  
[\_\_\_\_\_], with Bharat Petroleum Corporation Limited ("**BPCL**").In furtherance thereof, we have been provided with a copy of the Terms and Conditions for  
Acceptable Use of Social Media by Business Partners, issued by the Corporation.I / We have read and understood BPCL's Terms and Conditions for Acceptable Use of Social  
Media by Business Partners and agree to abide by it.I / We understand that any violation of the above conditions may result in disciplinary action, or  
termination or revocation of the Agreement.In acknowledgement thereof, please see below our acceptance of the Terms and Conditions for  
Acceptable Use of Social Media by Business Partners, issued by the Corporation, duly signed and  
acknowledged by *[insert name]*, in the capacity of our authorised representative.

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

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

**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 NO. :** \_\_\_\_\_

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

Dear Sir/Madam,

I /We declare and confirm that we are currently not serving any Holiday Listing orders issued by BPCL or MOPNG debarring us from carrying on business dealings with BPCL/ MOPNG or convicted of an offence –

- a) under the prevention of corruption Act, 1988 or
- b) The Indian panel 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 exhibition of a public procurement contract.

**(Signature and Stamp of the Bidder)**

**Bidder Name:**

**Date:**

**Address:**

**Date:26.04.2024**

**GENERAL CONDITIONS OF CONTRACT  
(GCC)**



**BHARAT PETROLEUM CORPORATION LIMITED**

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## GENERAL CONDITIONS OF CONTRACT

### SECTION - I

#### DEFINITION OF TERMS

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

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

SECTION - II  
GENERAL INFORMATION ABOUT SITE

**2.1 LOCATION OF SITE & ACCESSIBILITY:**

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

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

**2.2 SCOPE OF WORK**

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

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

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

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

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

**2.4 SAFETY STANDARDS FOR TEMPORARY BUILDINGS**

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

SECTION - III  
GENERAL INSTRUCTION FOR THE TENDERER

**3 SUBMISSION OF TENDER:**

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

**4 DOCUMENTS:**

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

## **5 PURCHASE PREFERENCE:**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **8 ADDENDA / CORRIGENDA:**

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

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

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

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

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

**(b) HOLIDAY LISTING:**

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

**(c) FOREIGN BIDDERS:**

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

**(i) PAN No.**

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

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

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

**(iii) Form 10F**

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

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

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

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

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

**12 RETIRED GOVERNMENTS OR COMPANY OFFICER:**

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

**13        SIGNING OF THE CONTRACT:**

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

**14        (a) FIELD MANAGEMENT:**

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

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

**14        (b) CONSULTANCY CONTRACTS:**

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

SECTION - IV  
INTERPRETATION OF CONTRACT DOCUMENTS

**15 INTERPRETATION OF CONTRACT DOCUMENT:**

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

**16 SPECIAL CONDITIONS OF CONTRACT:**

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

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

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

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

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

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

- 18.1 To ensure performance of the contract and due discharge of the contractual obligations, the successful contractor will have to provide security deposit of 10% of the basic value of contract unless otherwise specified in the Special Conditions of Contract. Amount received/retained towards this clause will be considered as security deposit. This Security deposit may be furnished in the form of an Account payee Demand Draft payable to BPCL or Bank Guarantee 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:
- The issuing bank is on SFMS platform
  - SFMS Message type used is 760 COV and SFMS Delivery report/ Message copy is sent along with original BG
  - For BG amendment, message type 767COV is to be used.
  - SFMS contains following details:
    - Beneficiary's bank name: ICICI Bank
    - IFSC Code: ICIC0000393
    - BPCL'S Customer ID: 8PCL583493800
  - 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 takes possession of all or any tools and plants materials and stores in or upon the works or the site thereof belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in case of these not being applicable at current market rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final otherwise the Engineer-in-Charge may give notice in writing to the contractor or his clerk of the works, supervisor or other authorized agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractors expense or sell them by auction or private sale on account of the contractor and at his risk in, all respects without any further notice as to the date, time or place of sale and the certificate of the Engineer-in-Charge as to the expense of any such removal and the amount of proceeds and any expenses of any such sale shall be final and conclusive against the contractor.

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

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

**29 CHANGES IN CONSTITUTION:**

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

**30 IF THE CONTRACTOR DIES:**

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

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

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

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

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

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

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

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

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

**35 SUB-LETTING OF WORK:**

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

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

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

**36 POWER OF ENTRY:**

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

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

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

**37 CONTRACTORS RESPONSIBILITY WITH OTHER AGENCIES:**

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

**38 OTHER AGENTS AT SITE:**

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

**39 NOTICES:**

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

**40 RIGHTS OF VARIOUS INTERESTS:**

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

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

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

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

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

#### **42 TERMINATION FOR CONVENIENCE :**

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

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

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

the aggregate of all previous payments allocated to the works.

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

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

#### **43 PATENTS AND ROYALTIES:**

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

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

the provisions of this clause.

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

#### **44 LIENS:**

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

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

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

## SECTION - V

### PERFORMANCE OF WORK

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

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

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

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

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

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

#### **49 WORK ON SUNDAYS ANDHOLIDAYS:**

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

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

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

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

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

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

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

## **53 SETTING OUT WORKS:**

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

## **54 RESPONSIBILITY FOR LEVEL AND ALIGNMENT:**

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

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

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

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

## **56 MATERIALS SUPPLIED BY OWNER:**

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

## **57 CONDITIONS FOR ISSUE OF MATERIALS:**

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

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

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

**59 MATERIALS OBTAINED FROM DISMANTLING:**

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

**60 ARTICLES OF VALUE FOUND:**

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

**61 DISCREPANCIES BETWEEN INSTRUCTIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **65 ABNORMAL RATES:**

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

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

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

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

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

**68 TESTS FOR QUALITY OF WORKS:**

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

**69 SAMPLES:**

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

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

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

**71 SUSPENSION OF WORKS:**

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

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

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

**73 POSSESSION PRIOR TO COMPLETION:**

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

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

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

#### **74.3 Care of Works:**

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

#### **74.4 Effects prior to taking over:**

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

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

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

#### **74.5 Defects after taking over:**

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

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

## SECTION VI

### BILLS / MEASUREMENT / PAYMENT

#### **75 SCHEDULE OF RATES AND PAYMENTS:**

##### i) Contractor's Remuneration

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i) Measurements:

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

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

ii) Billing:

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

iii) Dispute in Mode of Measurements:

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

**77 LUMPSUMS IN TENDER:**

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

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

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

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

**79 EXTRA WORK:**

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

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

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

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

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

**81 CONCLUSION OF CONTRACT:**

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

**82 MODE OF PAYMENT:**

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

**82A Bill discounting through TreDs**

The eligible MSME bidders can avail discounting Facility as follows:

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

**83 COMPLETION CERTIFICATE:**

**83.1 Application for Completion Certificate:**

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

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

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

**83.2 Completion Certificate:**

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

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

**83.3 Clearing the site:**

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

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

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

**84 FINAL DECISION AND FINAL CERTIFICATE:**

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

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

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

## SECTION VII

### TAXES/DUTIES/INSURANCE

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

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

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

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

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

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

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

#### **87 INSURANCE:**

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

- i) Employees State Insurance Act:

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

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

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

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

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

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

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

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

iv) Automobile Liability Insurance:

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

**88. DAMAGE TO PROPERTY:**

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

SECTION VIII  
LABOUR LAWS AND OTHER REGULATIONS

**89 LABOUR LAWS:**

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

**90 IMPLEMENTATION OF APPRENTICES ACT 1961:**

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

**91 CONTRACTOR TO INDEMNIFY THE OWNER:**

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

- ii) Payment of Claims and Damages:

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

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

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

iii) Employment Liability:

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

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

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

**(b) MEDICAL FITNESS CERTIFICATION :**

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

**93 SAFETY REGULATIONS:**

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

**94 ARBITRATION:**

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

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

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

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

**95 JURISDICTION:**

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

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

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

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

**97 LIMITATION OF LIABILITY**

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

- (a) In the event of breach of any Applicable Law;
- (b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross negligence of the Contractor or any person acting on behalf of the Contractor; or
- (c) In the event of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances; or
- (d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or
- (e) For any damage to any third party, including death or injury of any third party caused by the Contractor or any person or firm acting on behalf of the Contractor in executing the Works. Neither Party shall be liable to the other Party for any kind of indirect or consequential loss or damage like, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

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

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

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

**99 NUISANCE:**

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

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

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

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

SECTION - IX

MEMORANDUM OF AGREEMENT

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. Jurisdiction:

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

21. Minimum Wages:

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

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

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

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

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

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

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

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

PROFORMA OF BANK GUARANTEE

(On non-judicial paper of appropriate value)

FOR EARNEST MONEY / SECURITY DEPOSIT TOWARDS PERFORMANCE

To

Bharat Petroleum Corporation Ltd.

Dear Sirs,

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

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

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

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

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

Yours faithfully

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

### **TAX RESIDENCY CERTIFICATE**

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

- 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)<br>or<br>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 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 :