

GENERAL CONDITIONS OF CONTRACT (GCC)



BHARAT PETROLEUM CORPORATION LIMITED

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## GENERAL CONDITIONS OF CONTRACT

### SECTION - I

#### DEFINITION OF TERMS

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

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

## SECTION - II

### GENERAL INFORMATION ABOUT SITE

#### 2.1 LOCATION OF SITE & ACCESSIBILITY:

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

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

#### 2.2 SCOPE OF WORK

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

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

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

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

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

#### 2.4 SAFETY STANDARDS FOR TEMPORARY BUILDINGS

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

SECTION - III  
GENERAL INSTRUCTION FOR THE TENDERER

3 SUBMISSION OF TENDER:

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

4 DOCUMENTS:

- 4.1 The tenders, as submitted shall include all documents/details asked for by BPCL in the RFQ/Tender enquiry.
- 4.2 All pages to be initialed:  
Wherever signed tender documents are submitted, all signatures in the documents shall be dated, as well as all the pages of the documents shall be initialed at the lower right hand corner and signed wherever required in the tender papers by the tenderer or by a person holding power of attorney authorizing him to sign on behalf of the tenderer before submission of tender. Tenders without signatures as stated above are liable to be rejected.
- 4.3 Rates to be in Figures and Words:  
The tenderer should quote the rates in English both in figures as well as in words. Offers received without the rates in figures and in words are liable for rejection. In case of discrepancy exists between the rate quoted in figures and in words, the rates quoted in words will prevail.
- 4.4 Corrections and Erasures:  
All corrections and alteration in the entries of tender papers will be signed in full by the tenderer with date. No erasures or over-writings are permissible.  
In case of priced bids containing overwriting/cuttings/erasures in the quoted rates and in case these are not attested by the signatory of the bid, such priced bids are liable to be rejected without giving any further notice.
- 4.5 Signature of Tenderer:

The tender shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the tenderer with his usual signature with company stamp. Partnership firms shall furnish the full names of all partners in the tender. It should be signed in the partnership name by all the partners or by duly authorized representative followed by the name and designation of the person signing with company stamp.  
Tender by Company or Corporation registered under the relevant companies act, shall be signed by the authorized representative and a power of attorney in that behalf shall accompany the tender. Transfer of tender documents issued to one intending tenderer to another is not permissible.

5 PURCHASE PREFERENCE:

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

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

6 (a) EARNEST MONEY:

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

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

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

(b) CONVERSION OF EMD TO SECURITY DEPOSIT:

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

7 (a) BID VALIDITY:

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

(b) LANGUAGE OF BID:

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

8 ADDENDA / CORRIGENDA:

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

9 RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:

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

10 (a) INTEGRITY PACT (IP):

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

(b) HOLIDAY LISTING:

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

(c) FOREIGN BIDDERS:

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

(i) PAN No.

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

(ii) Tax Residency Certificate (TRC)

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

(iii) Form 10F

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

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

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

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

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

12 RETIRED GOVERNMENTS OR COMPANY OFFICER:

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

13        SIGNING OF THE CONTRACT:

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

14        (a) FIELD MANAGEMENT:

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

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

14        (b) CONSULTANCY CONTRACTS:

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

SECTION - IV  
INTERPRETATION OF CONTRACT DOCUMENTS

15      INTERPRETATION OF CONTRACT DOCUMENT:

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

16      SPECIAL CONDITIONS OF CONTRACT:

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

17      CONTRACTOR TO OBTAIN HIS OWN INFORMATION:

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

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

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

18 PERFORMANCE SECURITY DEPOSIT/RETENTION MONEY:

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



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

## 19 TIME OF PERFORMANCE:

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

## 20 FORCE MAJEURE

Circumstances leading to force majeure

(a) Act of terrorism;

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

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

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

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

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

### ● Notification of Force Majeure

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

### ● Right of either party to terminate

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

### ● Payment in case of termination due to Force Majeure

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

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

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

Majeure; and

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

21 EXTENSION OF TIME:

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

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

22. LIQUIDATED DAMAGES FOR DELAY:

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

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

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

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

24 TERMINATION/OFFLOADING:

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

25. FORFEITURE OF SECURITY DEPOSIT:

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

26 ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED:

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

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

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

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

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

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

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

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

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

29      **CHANGES IN CONSTITUTION:**

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

30      **IF THE CONTRACTOR DIES:**

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

31 EMPLOYEES OF THE OWNER NOT INDIVIDUALLY LIABLE:

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

32 OWNER NOT BOUND BY PERSONAL REPRESENTATIONS:

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

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

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

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

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

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

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

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

35 SUB-LETTING OF WORK:

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

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

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

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

36 POWER OF ENTRY:

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

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

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

37 CONTRACTORS RESPONSIBILITY WITH OTHER AGENCIES:

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

38 OTHER AGENTS AT SITE:

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

39 NOTICES:

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

40 RIGHTS OF VARIOUS INTERESTS:

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

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

41 RIGHT OF OWNER TO DETERMINE / TERMINATE CONTRACT

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

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

42 TERMINATION FOR CONVENIENCE :

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

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

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

and

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

less

the aggregate of all previous payments allocated to the works.

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

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

43 PATENTS AND ROYALTIES:

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

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

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

- 43.2 All drawings, blue prints, tracings, reproducible, models, plans, specification and copies thereof, furnished by the Owner as well as drawings, tracings, reproducible, plans specifications, design, calculations etc. prepared by the contractor for the purpose of execution of works covered in or connected with this contract shall be the property of Owner and shall not be used for any other work but are to be delivered to the Owner at the completion of the contract.
- 43.3 Where so desired by Engineer-in-Charge, the contractor agrees to respect the secrecy of any document, drawings etc. issued to him for the execution of this contract, and restrict access to such documents, drawing etc. to the minimum and further, the contractor agrees to execute an individual SECRECY agreement from each or any person employed by contractor having access to such documents, drawings and to any other agency or individual, without the written approval by Engineer-in-Charge.
- 44 LIENS:
- 44.1 If, at any time, there should be evidence or any lien or claim for which the Owner might have become liable and which is chargeable to the contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the owner against such lien or claim and if such lien or claim be valid the Owner may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the Contractor. If any lien or claim remain unsettled after all payments are made, the contractor shall refund or pay to the Owner all moneys that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.
- 44.2 Contractor will not disclose details of the work to any person or persons except those engaged in its performance, and only to the extent required for the particular portion of the work being done.  
Contractor will not give any items concerning details of the work to the press or a news disseminating agency without prior written approval from Engineer-in-Charge. Contractor shall not take any pictures on site without written approval of Engineer-in-Charge
- 45 OPERATION OF CONTRACT:
- 45.1 Law Governing:  
Regardless of the place of contracting, place of performance or otherwise, this Agreement, and all amendments, modifications, alterations, or supplements, thereto shall be governed by the laws of India and respective state laws for the nature, validity and interpretation thereof.
- 45.2 Non-Waiver of Default:  
  
Any failure by the Owner or Contractor at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this agreement, or to exercise a right hereunder, shall not constitute a waiver of such terms, conditions or rights, and shall not affect or impair same, or the right of the Owner or the Contractor, as the case may be at any time to avail itself of same.

## SECTION - V

### PERFORMANCE OF WORK

#### 46 EXECUTION OF WORKS:

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

#### 47 COORDINATION AND INSPECTION OF WORK:

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

#### 48 WORK IN MONSOON AND DEWATERING:

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

#### 49 WORK ON SUNDAYS AND HOLIDAYS:

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

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

##### 50.1 Place of Work:

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

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

- 50.2 The working time or the time of work is 48 hours per week normally. Overtime work is permitted in cases of need and the Owner will not compensate the same. Shift working at 2 or 3 shifts per day may become necessary and the contractor should take this aspect into consideration for formulating his rates for quotation. No extra claims will be entertained by the Owner on this account.
- 50.3 The contractor must arrange for the placement of workers in such a way that the delayed completing of the work or any part thereof for any reasons whatsoever will not affect their proper employment. The Owner will not entertain any claim for idle time payment whatsoever.
- 50.4 The contractor shall submit to the Owner reports at regular intervals regarding the state and progress of work. The details and proforma of the report will mutually be agreed after the award of contract.



51 DRAWINGS TO BE SUPPLIED BY THE OWNER:

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

52 DRAWINGS TO BE SUPPLIED BY THE CONTRACTOR:

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

53 SETTING OUTWORKS:

- 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 FROMDISMANTLING:

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

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

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

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

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

63 VARIATION IN CONTRACT VALUE :

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

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

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

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

64 ACTION WHERE NO SPECIFICATIONS ISSUED:

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

65 ABNORMAL RATES:

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

66 INSPECTION OF WORK:

- 66.1 The Engineer-in-Charge will have full power and authority to inspect the works at any time wherever in progress **either on the Site or at the contractor's premises / workshop where situated premises /workshops of any person,** firm or corporation where work in connect with the contract may be in hand or where materials are being or are to be supplied, and the contractor shall afford or procure for the Engineer-in-Charge every facility and assistance to carry out such Inspection. The contractor shall at all time during the usual working hours and at all other time for which reasonable notice of the intention of the Engineer in-Charge or his representative to visit the works have been given to the contractor, either himself be present to receive order and instructions or post a responsible agent duly accredited in writing for the purpose. Orders given to **the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.** The contractor shall give not less than seven days, notice in writing to the Engineer-in-Charge before covering up or placing any work beyond reach of inspection and measurement any work in order that the same may be inspected and measured. In the event of breach of above **the same shall be uncovered at contractor's expense carrying out such measurement or inspection.**

- 66.2 No materials shall be dispatched by the contractor before obtaining the approval of Engineer-in-Charge in writing. The contractor is to provide at all times during the progress of the work and the maintenance period, proper means of access with ladders, gangways, etc. and the necessary attendance to move and adopt as directed for inspection or measurement of the works by the Engine in-Charge.

67 ASSISTANCE TO THE ENGINEERS:

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

68 TESTS FOR QUALITY OF WORKS:

68.1 All workmanship shall be of the respective kinds described in the contract documents and in accordance with the instructions of the Engineer-in-Charge and shall be subjected from time to time to such test at contractor's cost as the Engineer-in-Charge may direct at place of manufacture or fabrication or on the site or at all or any such places. The contractor shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required the Engineer-in-Charge.

68.2 All the tests necessary in connection with the execution of the work as decided by Engineer-in-Charge shall be carried out at the field testing laboratory of the Owner by paying the charges as decided by the Owner from time to time. In case of non-availability of test facility with the Owner, the required test shall be carried out at the cost of contractor at government or any other testing laboratory as directed by Engineer-in-Charge.

68.3 If any tests are required to be carried out in connection with the work or materials workmanship not supplied by the contractor, such tests shall be carried out by the contractor as per the instructions of Engineer-in-Charge and cost of such tests shall be reimbursed by the Owner.

69 SAMPLES:

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

70 ACTION AND COMPENSATION IN CASE OF BAD WORK:

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

71 SUSPENSION OF WORKS:

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

72 OWNER MAY DO PART OF WORK:

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

73 POSSESSION PRIOR TO COMPLETION:

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

- 74 PERIOD OF LIABILITY FROM THE DATE OF COMPLETION OF WORK:
- 74.1 The contractor shall guarantee the installation/site work for a period of 12 (twelve) Months from the date of completion of work, unless otherwise specified. Any damage that may lie undiscovered at the time of issue of completion certificate, connected in any way with the equipment or materials supplied by him or in the workmanship shall be rectified or replaced by the contractor at his own expense as deemed necessary by the Engineer-in-Charge or in default, the Engineer-in-Charge may cause the same made good by other workmen and deduct expenses (for which the certificate of Engineer-in-Charge shall be final) from any sums that may be then or at any time thereafter, become due to the contractor or from his security deposit. In case the defect arises within the abovementioned Defect Liability Period (DLP) and the same is repaired/replaced, the DLP for the repaired/replaced job/item will be extended suitably so as to cover the original DLP. However, in no case, such extension will exceed 24 months from date of start of initial DLP.
- 74.2 If the contractor feels that any variation in work or in quality of materials or proportions would be beneficial or necessary to fulfill the guarantee called for, he shall bring this to the notice of the Engineer-in-Charge in writing. The work will not be considered as complete and taken over by the Owner until all the temporary works etc., constructed by the contractor is removed and work site cleaned to the satisfaction of Engineer-in-Charge.
- 74.3 Care of Works:
- From the commencement to completion of works, the contractor shall take full responsibility for the care of all works including all temporary works, and in case any damage, loss or injury happens to the works or to any part thereof or to any temporary work, from any cause whatsoever, he shall at own cost repair and make good the same, so that at completion, the work shall be in good order and in conformity in every respect with the requirements of the contract and the Engineer-in-Charge's instructions.
- 74.4 Effects prior to taking over:
- If at any time, before the work is taken over, the Engineer-in-Charge shall
- 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
  - As soon as reasonably practicable, notice given to the contractor in writing of the said decisions specifying particulars of the defects alleged to exist or to have occurred, then the contractor shall at his own expenses and with all speed make good the defects so specified.
- In the case contractor shall fail to do so, the Owner may take, at the cost of the contractor, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure, so incurred by the Owner shall be recovered from the amount due to the contractor. The decision of the Engineer-in-Charge with regard to the amount be recovered from the contractor will be final and binding on the contractor. As soon as the works have been completed in accordance with the contract (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance thereof provided in clause 74.1) and have passed the tests on completion, the Engineer-in-Charge shall issue a certificate (hereinafter called completion certificate) in which he shall certify the date on which the work have been so completed and have passed the said tests and the Owner shall be deemed to have taken over the works on the date so certified. If the works have been divided into various groups in the contract, the Owner shall be entitled to take over any group or groups before the other or others and thereupon the Engineer-in-Charge shall issue a completion certificate which will however, be for such group or groups as taken over only.
- 74.5 Defects after taking over:
- In order that the contractor could obtain a completion certificate, he shall make good with all possible speed, any defect arising from the defective materials supplied by the Contractor or workmanship or any act of omission of the contract that may have been noticed or developed after the works or group of the works has been taken over. The period allowed for carrying out such work will be normally one month. If any defect be not remedied within a **reasonable time, the Owner may proceed to do the work at the contractor's risk and expense and deduct from the final bill such amount as may be decided by the Owner.** If by reason of any default on the part of the contractor a completion certificate has not been issued in respect of every portion of the work within one month after the date fixed by the contract for the completion of the works, the Owner shall be at his liberty to use the works or any portion thereof in respect of which a completion certificate has been issued provided that the works or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of completion certificate.
- 74.6 The Security Deposit/retention money deducted / furnished as per clause 18 of GCC shall be retained for the period of liability as given in clause 74.1 above. This Retention amount / Bank Guarantee / Insurance Surety Bond furnished against Security Deposit / retention money shall be released only on expiry of the period of liability and also based on the certification of the Engineer-in-charge that no defect/damage has been reported / observed during the stipulated period of liability for the contract.
- 74.7 Performance of contractor shall be evaluated on each job by Engineer-in-Charge and recorded. Review of performance will be carried out at appropriate intervals by BPCL.

## SECTION VI

### BILLS / MEASUREMENT / PAYMENT

#### 75 SCHEDULE OF RATES AND PAYMENTS:

##### i) Contractor's Remuneration

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

76 PROCEDURE FOR MEASUREMENT / BILLING OF WORK IN PROGRESS:

i) Measurements:

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

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

ii) Billing:

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

iii) Dispute in Mode of Measurements:

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

77 LUMPSUMS IN TENDER:

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

78 RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS ADVANCES:

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

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

79 EXTRA WORK:

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

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

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



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

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

81 CONCLUSION OF CONTRACT:

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

82 MODE OF PAYMENT:

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

82A Bill discounting through TreDs

The eligible MSME bidders can avail discounting Facility as follows:

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

83 COMPLETION CERTIFICATE:

83.1 Application for Completion Certificate:

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

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

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

83.2 Completion Certificate:

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

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

83.3 Clearing the site:

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

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

- b) Insulation material (either issued by owner to the contractor or supplied by contractor) shall be kept in the area allocated by owner. During the insulation activities, the contractor should keep the work area clean on day-to-day basis. On completion of insulation job, all debris/packing should be taken out to the designated location or as directed by the Engineer in charge for disposal at their own cost before the settlement of the final bill.
- 83.4 The financial implication of above, if any, should be taken care of in the quoted rates; and no separate claim shall be entertained on this account. The final bill of the contractor shall be linked with the area cleaning in all respects, including removal of shuttering material, disposal of debris/scrap etc. to the entire satisfaction of Engineer-in- Charge.
- 84 FINAL DECISION AND FINAL CERTIFICATE:
- Upon Expiry of the period of liability and subject to the Engineer-in-Charge being satisfied that the works have been duly maintained by the contractor during monsoon or such period as herein before provided in clause 74 and that the contractor has in all respect duly made up any subsidence and performed all his obligations under the contract, the Engineer-in-Charge shall (without prejudice to the rights of the Owner to retain the provisions of relevant clause hereof) give a certificate herein referred to as the final certificate to that effect. The contractor shall not be considered to have fulfilled the whole of his obligations under the contract until Final Certificate have been given by the Engineer-in-Charge notwithstanding any previous entry upon the work and taking possession, working or using of the same or any part thereof by the owner.
- 85 CERTIFICATE FOR PAYMENTS AND EVIDENCE OF COMPLETION:
- Except the final certificate, no other certificate or payments against a certificate or on general account shall be taken to be an admission by the Owner of the due performance of the contract or any part thereof or occupancy or validity of any claim by the contractor.

## SECTION VII

### TAXES/DUTIES/INSURANCE

#### 86. TAXES AND DUTIES:

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

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

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

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

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

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

#### 87 INSURANCE:

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

- i) Employees State Insurance Act:

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

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

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

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

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

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

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

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

iv) **Automobile Liability Insurance:**

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

88. **DAMAGE TO PROPERTY:**

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

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

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

iii) Employment Liability:

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

92 (a) HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS:

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

(b) MEDICAL FITNESS CERTIFICATION :

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

93 SAFETY REGULATIONS:

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

94 ARBITRATION:

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

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

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

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

95 JURISDICTION:

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

96 ORDER OF PRECEDENCE FOR WORKS / SERVICES CONTRACTS:

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

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

97 LIMITATION OF LIABILITY

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

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

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

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

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

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

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

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

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

99 NUISANCE:

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

100 BUILDING AND OTHER CONSTRUCTION WORKERS CESS:

i) Bidders to note that under Building and other Construction Workers Welfare Act (Re&CS) Act 1996, Cess is applicable to contracts executed outside Factory Area (e.g. construction of new industrial installation, office & residential buildings etc.) as per the provisions applicable under 'The Building and Other Construction Workers Welfare Cess Act 1996'.

ii) The contractor must be registered with the concerned authorities under the Building and other Construction Workers" (RE&CS) Act, 1996 or in case of non-registration; the contractor should obtain registration within one month of the award of contract.

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



SECTION - IX

MEMORANDUM OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. Jurisdiction:

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

21. Minimum Wages:

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

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

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

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

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

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

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

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

PROFORMA OF BANK GUARANTEE

(On non-judicial paper of appropriate value)

FOR EARNEST MONEY / SECURITY DEPOSIT TOWARDS PERFORMANCE

To

Bharat Petroleum Corporation Ltd.

Dear Sirs,

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

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

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

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

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

Yours faithfully

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

Proforma of Insurance Surety Bond towards Bid Security (EMD) / Performance Security  
[To be stamped in accordance with Stamp Act of India]

Insurance Surety Bond No.

Date

To

[Bharat Petroleum Corporation Limited]

Dear Sirs,

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

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

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

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

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

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

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

.....  
(Signature)

.....  
(Name)

.....  
(Designation with Insurer Stamp)

Contact Details & Address of Surety Insurer for verification:

Name (Official): .....

Branch Address:.....

Telephone No.:.....

Mobile No:.....

E-mail:.....

## TAX RESIDENCY CERTIFICATE

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

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



FORM NO. 10 F

[See sub-rule (1) of rule 21AB of the Income-tax Act, 1961]

Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Income-tax Act, 1961

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

Sl. No.	Nature of information	Details #
(i)	Status (individual, company, firm etc.) of the assessee	:
(ii)	Permanent Account Number (PAN) of the assessee if allotted :	:
(iii)	Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)	:
(iv)	<b>Assessee's</b> 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 :



भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड (बीपीसीएल), रिफ़ाइनरी  
BHARAT PETROLEUM CORPORATION LIMITED (BPCL), REFINERY

सामान्य निबंधन एवं शर्ते  
GENERAL TERMS & CONDITIONS



## भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड (बीपीसीएल), रिफ़ाइनरी

### सामान्य निबंधन एवं शर्तें

सभी ठेकेदारों से अपेक्षित है कि :

1. ठेका मिलने पर टेंडर दस्तावेज से संलग्न “करार ज्ञापन” के अनुसार बीपीसीएल के साथ करार करें ।
2. रिफ़ाइनरी के सुरक्षा विनियमों और विशेषकर सामान्य अग्नि एवं सुरक्षा विनियम - भाग II (नवीनतम संशोधित) पुस्तिका में दिये गये विनियमों का पालन करें और साथ ही यह सुनिश्चित करें कि उनके कर्मचारी काम करते समय फैक्ट्री अधिनियम (नवीनतम संशोधित) में दिये गये सुरक्षा उपकरणों का उपयोग कर रहे हैं । हमारे साइट पर्यवेक्षक की अपेक्षा के अनुसार सुरक्षा उपकरण का उपयोग न करना, ठेका रद्द करने के लिए पर्याप्त कारण है । साथ ही, यदि यह पाया गया कि मजदूर असुरक्षित रूप से कार्य कर रहे हैं तो साइट कार्य स्थगित किया जाएगा और कार्य स्थगित किये जाने के कारण होने वाली लागत / क्षति ठेकेदार द्वारा वहन की जाएगी ।
3. बीपीसीएल को सभी दावे, लागत एवं शुल्क से एवं उसके प्रति वर्कमेन क्षतिपूर्ति अधिनियम 1923 और 1933 तथा उसमें किये गये किसी संशोधन के तहत तथा क्षतिपूर्ति रखा जाएगा और ठेकेदार पूर्णतः उसके लिए जिम्मेदार होगा ।
4. किसी भी मजदूर या व्यक्ति या व्यक्तियों या संपत्ति को दुर्घटना और चोट से सुरक्षित रखने के यथोचित और समुचित एहतियात हर वक्त बरतने होंगे चाहे वह आपके परिचालन से या उसके कारण उत्पन्न हुए हो या अन्यथा संभ्र हुए हों, उसकी तुरंत मरम्मत करें, उसे ठीक करें और चुकाए तथा क्षति, हानि, लागत या शुल्क जो कार्य को हुआ हो या कंपनी, किसी व्यक्ति या व्यक्तियों या संपत्ति को उसके कारण हुआ हो उससे क्षतिपूर्ति तथा अहान्तिर रखा जाएगा और कंपनी को सभी कार्रवाइयां, मुकदमे, कार्यवाहियां, दावों तथा मांगों और उसके प्रति जो कुछ भी या किसी भी कारणवश हो से क्षतिपूर्ति रखा जाए ।
5. रिफ़ाइनरी परिसर में ठेकेदार के कार्मिकों के प्रवेश / निकास के लिए बनायी गयी पद्धति का पालन करें । ठेकेदारों के अनुरोध पर बीपीसीएल द्वारा ठेकेदारों के कर्मचारियों को दिये गये प्राधिकृत फोटोपास दिखाने पर ही उन्हें रिफ़ाइनरी में प्रवेश दिया जाएगा ।
6. ठेके का काम करने के लिए बीपीसीएल के प्रभारी इंजीनियर द्वारा दिये गये समय का पालन करें ।
7. सुरक्षित रूप से काम करने के लिए जहां आवश्यक हो वहां पर घास / झाड़ी काट डालें ।
8. साइट की सफाई दैनिक रूप से करें और काम से उत्पन्न हुए मलबे / कचरे को रिफ़ाइनरी के बाहर ले जाकर इस तरह नष्ट कर दें की उसका प्रभाव पर्यावरण पर न पड़े और स्थानिक, म्युनिसिपल तथा सरकारी प्राधिकारीओ से कोई शिकायत न आए । मिट्टारे के लिए रिफ़ाइनरी के बाहर मलबा / कचरा ले जानेवाले गेट पास को प्रस्तुत करने के बाद ही अंतिम बिल भुगतान के लिए पारित किया जाएगा ।
9. ठेकेदार द्वारा प्राप्त की गई और रिफ़ाइनरी के अंदर लायी जानेवाली सामग्री के लिए बीपीसीएल मेन गेट पर सिक्युरिटी स्टाफ द्वारा विधिवत स्टांप किये गये चलान संबंधित विभाग को प्रस्तुत करें ।
10. निम्न जानकारी वाली एक साइन बोर्ड बनाये और उसे कार्य स्थान के पास लगाये :
  - क. ठेकेदार का नाम
  - ख. कार्य का स्वरूप, संक्षेप में
  - ग. कार्य शुरू करने की तारीख
  - घ. कार्य समाप्ति की अपेक्षित तारीख
  - ई. बीपीसीएल पर्यवेक्षक का नाम
11. कार्य निष्पादन हेतु, किराये पर लिये गये सभी अग्नि / सुरक्षा तथा अन्य उपकरण, कार्य समाप्ति पर, संबंधित विभाग को लौटा दें ।



## **BHARAT PETROLEUM CORPORATION LIMITED (BPCL), REFINERY**

### **GENERAL TERMS & CONDITIONS**

#### **ALL THE CONTRACTORS ARE REQUIRED TO :**

1. Enter into an agreement with BPCL as per the 'Memorandum of Agreement' attached with the tender document, in case of the award of the contract.
2. Abide by the Safety Regulations of our Refinery and in particular as mentioned in the booklet, General Fire and Safety Regulations - Part II (Latest Revision) as well as to ensure that safety equipment as stipulated in the Factories Act (Latest Revision) are used by their employees during the execution of the work. Failure to use safety equipment as required by our site supervisor will be a sufficient reason for cancellation of the contract. Also all site work may be suspended if it is found that the workmen are employing unsafe working practice and all the costs / losses incurred due to suspension of work shall be borne by the contractor.
3. Hold BPCL harmless and indemnified from and against all claims, cost and charges under Workmen's Compensation Act, 1923 and 1933 and any amendment thereof and the contractor shall be solely responsible for the same.
4. Take at all times due and proper precautions against accident and injury to any of the workers or to any person or persons or property whether arising from or occasioned by your operations or otherwise and shall forthwith repair, make good and defray any damage, loss, cost or charge which may have be occasioned to the works or to the Company or to any person or persons or property injuriously affected thereby and shall be indemnified and save harmless and keep indemnified the company from and against all actions, suits, proceedings, claim and demands whatsoever by reason or on account thereof.
5. Abide by the 'Procedure governing entry / exit of contractor's personnel within Refinery premises. All the contractors employees shall be permitted to enter only on displaying of authorised photopasses issued by BPCL against requests made by the contractor.
6. Observe the timings of work as advised by BPCL Engineer-In-Charge for carrying out the contract work.
7. Remove grass / shrubs wherever required to carry out the work in a safe manner.
8. Clear the site on daily basis and cart away all debris / rubbish generated from the work, outside the Refinery and dispose it off without giving any impact to environment & rise to any complaints from local, Municipal or Government Authorities. The final bill will be passed for payment only after submission of Gate Pass for debris removed outside the Refinery for disposal.
9. Submit material incoming challans duly stamped by BPCL Security Staff at Main Gate to the concerned Dept. for material procured and brought inside by the contractors.
10. Prepare a sign board giving the following information and display it near the work site :
  - a. Name of Contractor
  - b. Job Description is short
  - c. Date of start of job
  - d. Date of expected completion
  - e. Name of BPCL Supervisor
11. Return all the fire / safety and any other equipments taken on loan for executing the work to respective department, immediately, on completion of work.

12. यह नोट किया जाये की ठेके का पूरा काम टेंडर / ठेके दस्तावेज में दी गयी समयावधि में पूरा किया जाना चाहिए । यदि ऐसा नहीं होता है तो ठेके दस्तावेज में विनिर्दिष्ट किए अनुसार करार ज्ञापन नुसार स्विडेड क्षति धारा लागू होगी ।
13. बीपीसीएल से विशिष्ट अनुमोदन लिये बिना उप ठेकेदार नियुक्त न करें या ठेके के कार्य का कोई भी भाग उप ठेकेदार कोन दें ।
14. यदि ठेके में दिये गये निबंधनों एवं शर्तोंनुसार ठेकेदार काम नहीं कर पाता है तो ठेके को समाप्त करने और / या मूल ठेकेदार के जोखिम और लागत पर अन्य एजेंसी से वह काम पूरा कराने का अधिकार बीपीसीएल अपने पास सुरक्षित रखता है ।
15. ठेके के अनुसार काम करने के लिए दी गयी जगह / शेड को काम पूरा होते ही खाली कर दें और साफ सुधरी स्थिति में उस जगह को बीपीसीएल प्रभारी इंजीनियर को सौंप दें ।
16. काम समाप्त होते ही, काम करनेके लिए रिफ़ाइनरीके अंदर लाए सभी कंस्ट्रक्शन उपकरण /सामग्री को रिफ़ाइनरी परिसर के बाहर निकाल दें क्योंकि रिफ़ाइनरी परिसर में ऐसी चीजों के भंडारण की अनुमति नहीं है ।
17. यह नोट करें की ठेका देते समय जो दर / मूल्य निर्धारित किया गया वही ठेके की पूरी अवधि और ठेके का काम पूरा होने तक लागू रहेगा और इस संबंध में किसी भी कारण के लिए मूल्य बढ़या नहीं जाएगा । साथ ही, मदों के बताये गए भाव में प्रचलित दर पर, सभी लागू कर तथा शुल्क शामिल होंगे ।
18. मटिरियल इश्यु वाउचर प्रस्तुत करने से पहले बीपीसीएल वेअरहाउस से चार्जबेल आधार पर जारी की गयी, सभी सामग्री के लिए रिकवरी दर की पुष्टि कर लें, विशेष रुप से यदि ठेका दस्तावेज में उसे नहीं दर्शाया गया हो तो ।
19. कार्य के हित में बीपीसीएल अपने पास यह अधिकार सुरक्षित रखता है कि वह ठेके को दो या अधिक पायियों के बीच में पूर्णतः या अंशतः विभाजित करें ।
20. टेंडर / ठेका दस्तावेज के अनुसार सामग्री की आपूर्ति करें और ठेके के अनुसार बीपीसीएल द्वारा दी गई सभी सामग्री का रेकॉर्ड रखें ताकि काम पूरा होने के बाद सामग्री का हिसाब लगाया जा सकें । यदि बीपीसीएल द्वारा दी गयी सामग्री का पूरा हिसाब नहीं मिलता है तो उस कमी / हानि / अपव्यय के लिए ठेकेदार जिम्मेदार होगा ।
21. यह नोट किया जाये कि बीपीसीएल प्रभारी इंजीनियर के प्रमाणीकरण के बाद, किये गये वास्तविक काम की मात्रा पर बिल का भुगतान किया जायेगा । टेंडर / करार दस्तावेज में दी गयी मात्रा केवल अनुमाति है, इन मात्रा के आधार पर भुगतान नहीं किया जाएगा ।
22. रविवार, छुट्टी के दिन या सामान्य कार्य समय के बाद काम करने के लिए प्रभारी इंजीनियर से लिखित में पूर्व अनुमति ले लें ।
23. ठेका कार्य करने के लिए आपके द्वारा लाए गए कार्मिक / मजदूरों की पहचान, आचरण और ईमानदारी के प्रति आप पूर्णतः जवाबदार रहें और यह सुनिश्चित करें की उनमें से कोईभी कभी भी राष्ट्र विरोधी गतिविधियों में शामिल नहीं था ।
24. प्रस्ताव देने से पहले, यदि आवश्यक हो तो साइट पर जाकर और संबंधित बीपीसीएल इंजीनियर के साथ विचार – विमर्श कर, कार्य को अच्छी तरह समझ लें ।
25. ठेके की अवधि के दौरान बीपीसीएल रिफ़ाइनरी में ठेकेदारों को लागू सभी नियम और विनियमों का पालन किया जाना चाहिए ।
26. ठेके के काम के लिए ठेकेदार द्वारा रिफ़ाइनरी परिसर में उपयोग किये जानेवाले सभी वाहनों के पास वैध पीयूसी प्रमाणपत्र होना चाहिए ।

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❖ यह हिंदी अनुवाद है, किसी भी विवाद की स्थिति में अंग्रेजी पाठ ही विधिमान्य होगा ।

12. Note that the entire contract work must be completed within the stipulated completion period as specified in the tender / contract documents. In case of failure, the liquidated damages clause as per the Memorandum of Agreement shall be applicable as specified in the contract documents.
13. Not to engage sub-contractor or sublet any part of the contract work without specific approval from BPCL.
14. Note that in case of failure of the contractor to carry out the work as per the terms and conditions of the contract, BPCL reserves the right to terminate the contract and / or get the work completed by engaging another agency at the risk and cost of the original contractor.
15. Vacate the space / shed allotted for the purpose of carrying out work as per the contract, immediately after completion of work and hand over the same to BPCL Engineer-In-Charge in clean condition.
16. Remove all the construction equipment / materials brought inside Refinery for carrying out the contract work immediately after completion of the work, outside Refinery premises as no storage of such item is allowed inside the Refinery.
17. Note that all the rates / prices as agreed at the time of award of contract shall remain firm during the entire period of contract and till all the contract work, is completed and no escalation in prices shall be granted on account of any reason. Also the quoted item rates shall be inclusive of all applicable taxes and duties at prevailing rates.
18. Confirm the rates of recovery for all the materials issued from BPCL Warehouse on chargeable basis before submitting Material issue Voucher, specially if the same is not indicated in the contract document.
19. Note that BPCL reserves the right to split the contract between two or more parties fully or partly in the interest of the job.
20. Supply the materials as per the tender / contract documents and keep account of all the materials issued by BPCL as per contract to carry out final material reconciliation after completion of work. Any shortages / losses / wastages shall be charged to the contractor if they fail to reconcile all the materials issued by BPCL.
21. Note that bills will be paid on the basis of actual executed quantities of work items after due certification of BPCL Engineer-In-Charge. The quantities indicated in the tender / contract documents are only estimated and shall not form basis for payment.
22. Obtain advance permission from the Engineer-In-Charge in writing for carrying out work on Sundays, holidays or working late hours beyond normal working time.
23. Be fully responsible for the indentity, conduct and integrity of the personnel / workers engaged by you for carrying out the contract work and ensure that none of them are ever engaged in any anti-national activity.
24. Understand the job fully by visiting the site if necessary and discussing with the concerned BPCL Engineer regarding details of the job, before submitting the offers.
25. Abide by the rules and regulations existing during the contract period as applicable for the contractors at BPCL Refinery.
26. Have valid PUC Certificate for all vehicles used inside the refinery premises by the Contractor for execution of the contract work.

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## **ADDITIONAL GENERAL TERMS & CONDITIONS**

1. Notwithstanding the duration of the agreement, either party will have a right to terminate the agreement by giving not less than 90 days notice in writing to the other to expire at anytime, of its intention to terminate the same. BPCL shall however, be at liberty to terminate this agreement forthwith on the happening of any of the following events :-
  - a. If you commit breach of any of the terms and conditions mentioned in the contract documents.
  - b. If your services are not found satisfactory.
  - c. If you commit or suffer to be committed any act which shall be prejudicial to the good name or interest of our Company.
  - d. If you or your firm if adjudged insolvent or any of your partners commits any act of insolvency or a compromise is entered into by you / your partner with your creditors or if a distress execution or other process is levied upon property and assets or those of your partners.
  - e. If you fail to render the services envisaged in the contract agreement.
  - f. If for any act of yours, BPCL comes to the conclusion that it is not in our interest to continue with your service.
2. Should you stop providing services without giving atleast 90 days prior notice in writing, you will be liable to pay BPCL the damages / compensation including costs that the company may have to incur in making alternate arrangements for operating the services for a period of upto 90 days from the date of stoppage of services by you.
3. The duration of the contract will be one year or as mentioned in the Tender / Contract Documents.
4. BPCL reserves the right to extend the contract for a further period of 3 (three) months beyond the specified duration at the same rates and Terms and Conditions without seeking confirmation from the contractor.
5. The successful bidder shall give undertaking to Engineer-In-Charge about bonafides of the persons engaged by him for executing the job. In case of any violation of BPCL rules and regulations and / or Govt. legislation by any of the workmen, Contractor shall be responsible.
6. Contractor shall ensure that Gate Pass and other documents for workers working on a specific contract work are prepared against the same contract number.

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## **SPECIAL SAFETY CONDITIONS** **(ESSENTIAL REQUIREMENT)**

### **SAFETY CONDITIONS APPLICABLE TO ALL WORKS CARRIED OUT IN THE REFINERY BY CONSULTANTS, CONTRACTORS OR OTHER THIRD PARTIES**

#### **INDEX:**

1. Compliance with statutory requirement.
2. Qualification and experience of manpower to be deployed.
3. Health assurance (Medically fit for high-risk jobs).
4. Restrictions in use of manpower and normal timings for work.
5. Safety Induction Training
6. Issue of refinery entry pass and applicable welfare terms & conditions.
7. Obligation to follow work permit system (fire extinguishers specifications).
8. Requirement of supervision (1 safety supervisor for every 30 workers).
9. Use of personal protective equipment (PPEs standards defined)
10. Special conditions for H<sub>2</sub>S, O<sub>2</sub>, HC meter (Specifications, other requirements).
11. Regulatory requirements (Scaffolding and Platforms Requirements).
12. Welding procedure (Welding blanket specifications).
13. Hazard communication.
14. Injury notification and investigation.
15. Requirement of housekeeping.
16. Requirement during submission of tender.
17. Display boards at site (format defined).
18. Participation in safety activities.
19. Note

#### **1. COMPLIANCE WITH STATUTORY REQUIREMENT:**

Consultants, Contractors or other third parties working in the refinery shall abide by:-

- a) The safety regulations of the Refinery as mentioned in the “Safety Manual” (Latest Revision)
- b) All requirements under The Factories Act 1948 and the rules framed thereunder in the Maharashtra Factories Rules 1963 including all amendments there to.
- c) Applicable legislation in force and the refinery systems and procedures related to that legislation.

#### **2. QUALIFICATION AND EXPERIENCE OF MANPOWER TO BE DEPLOYED**

Contractors shall deploy only experienced and qualified supervisors and workmen, who are well conversant with the safety & environment regulations in the refinery.

The minimum qualification requirements of supervisors for field jobs (other than office jobs, grass cutting, housekeeping, general cleaning jobs etc.) shall be:

- Diploma in relevant branch of engineering with 3 years' experience or
- SSC + ITI in the relevant field with 10 years' experience.

Also, supervisors shall have sufficient knowledge of English language to understand Safety Permit System, work instructions, drawings and they should be able to assimilate the safety training inputs provided by the refinery and successfully qualify in the tests.

Past experience shall be for same type of job for which the supervisors would be engaged. Contractors' skilled workmen like riggers, scaffolders, welders, fitters, crane operators, and specialized equipment operators like welding machines, power generators etc. shall have sufficient experience and skills in relevant jobs. In addition, the Electricians to be deployed on the job shall have valid Wireman Licences.

All workmen shall be capable of following instructions and training.

### **3. HEALTH ASSURANCE:**

Contractors shall ensure that workers including Supervisors before deployment on the job, are medically examined by a certified surgeon Occupational Health Physician having qualification of MBBS + AFIH as per Rule 73 V of Maharashtra Factories Rule 1963. Only medically sound persons as certified by the above medical practitioner would be allowed on the job. Workmen deployed on high risk jobs like working in confined space, working at height, working under water, etc. shall also be certified as medically fit for such jobs by certifying surgeon.

The medical certificates older by more than six months will not be accepted.

Health Assurance certificates submitted by the contractors would be periodically checked at random by the refinery doctors.

No workers shall be below 18 Years.

### **4. RESTRICTIONS IN USE OF MAN POWER AND NORMAL TIMINGS FOR WORK :**

Contractor shall endeavour to use labour substitution technologies to ensure that deployment of manpower is restricted to the minimum possible limits. Due weightage shall be given to contractors using mechanized methods of work while renewing their registration.

No contractor's employees shall normally work for more than 8 hours a day and not more than 48 hours in a week of seven days. After every 48 hours of working, all employees shall get one full day's rest. The normal duty timings for contractor's employees shall be between 8.00 AM and 4.15 PM.

Being a continuous process industry, contractors may be required to work during shifts as per requirement and as guided by Engineering-in-charge.

Contractor employees would not be allowed to work on Sundays and refinery holidays without prior permissions.

Any deviation from above shall be with express permission from the Engineer-in-charge.

### **5. TRAINING :**

#### **5.1 Mandatory :**

Training in Fire and Safety is mandatory for all contractors' employees before start of any work in the refinery. Contractor shall be responsible for all his employees to receive the Safety orientation prior to beginning the work.

#### **5.2 Training of Proprietors, Partners, Directors and Managers of contracting company:**

- a) The proprietors, partners, directors, or managers in-charge of the contractors who have ultimate responsibility for their work in the refinery shall undergo a one-day comprehensive safety familiarization programme.
- b) This programme would be conducted regularly by fire and safety department at designated location and the schedule shall be notified well in advance.
- c) On completion of the programme a certificate of attendance will be issued to each participant which will be required for issue of refinery entry pass.

#### **5.3 Supervisors' Training:**

- a) Contractor supervisor shall undergo two days safety induction program conducted by HSE department.
- b) At the end of the training modules, there will be a written test and successful candidate will be certified online.
- c) The Certificate of training imparted to a supervisor would remain valid for one year.
- d) Refinery Entry Pass will not be issued to any supervisor without a valid training Passing Certificate.

#### **5.4 Workers' Training:**

- a) All Contractors workmen will have to undergo one day's classroom training on "Safety in Refinery" before commencement of the job.
- b) On completion of this training, "Certificate of Attendance" would be issued by safety section.
- c) This "Certificate of Attendance" would remain valid for a period of one year.
- d) Refinery Entry Pass would be issued only on production of this certificate.

#### **5.5 Refresher Training:**

- a) Supervisors and Contractors workmen will be required to undergo refresher training from time to time as required by the safety section.
- b) The coverage and methodology of the refresher training would be same as the initial training.

#### **5.6 Administration of Training:**

- a) The Refinery Fire and Safety Department shall conduct these mandatory training programmes at the BPCL Sports club, or any other venue as decided by BPCL.
- b) Separate training modules are prepared for contractor supervisors and workers. Contractor should get the training completed on prescribed days.

#### **5.7 Contractors Responsibility for Training his employees:**

- a) Contractor shall ensure that all his supervisors & workmen have undergone safety training and keep documents of such training. He shall also ensure that each of his employees has received and understood the training for safe working in the refinery.
- b) Contractor shall maintain records of training provided by him to his employees. Such records shall clearly mention a) what training has been provided, b) date, time and duration of such training, c) who has provided the training, d) names of workers who attended such training etc.
- c) The records maintained in the form of a register shall be available for examination by the BPCL.
- d) Training shall be job specific in addition to daily toolbox talk and shall be as frequent as possible.
- e) Tool box talk specific to the day's job shall be ensured by contractor supervisor/ safety supervisor to all workers and maintain record showing the topic, name of the participants and their signatures.
- f) The training provided by the contractor is expected to be on the job training and shall not be less than at least one hour duration. During such training contractor (Site in-charge /RCM) shall make himself present and facilitate the process of the training.

### **6. ISSUE OF REFINERY ENTRY PASS:**

On award of a contract and/or prior to the commencement of work the Contractor shall obtain passes for all the contract labour/supervisors he wishes to deploy in the premises of the Corporation.

To apply for the passes, fill in all the details of contract labour/supervisors 'On- line', at the site, the link of which is as under:

<https://ebiz.bpc.co.in/mrcms>

All the instructions and guidance for filling the 'online forms' are explained in details in 'HELP DOCUMENT', which is available at the aforesaid site.

For further clarification/ help if any, you may contact the Contract Labour Administration Cell, East Gate-MR

For making gate passes keep important document handy namely, Softcopy of photograph, PF UAN Number, Aadhar No, Bank account No, ESIC No. or WC policy (as applicable), Medical Certificate from Competent Authority and Police Verification Certificate.

#### **COMMON TERMS & CONDITIONS:**

The contractor shall ensure compliance of provisions of all central/state labour laws or other statutory Rules, regulation with their latest amendments, bye-laws, as applicable from time to time. Any liability incurred by Company (BPCL) on account of noncompliance/ violation of labour laws, an equivalent amount along with fine shall be recovered from any dues payable to the contractor.

The contractor shall comply with the provisions of The Minimum Wages Act, 1948 and shall pay minimum rates of wages to the workmen engaged by him at BPCL from time to time. The contractor shall pay his workmen the Minimum Wages as declared by the Central Government or State Government of Maharashtra, whichever is higher, for the Scheduled Employment of "Construction or Maintenance of roads or Runways or in Building Operations".

The contractor shall comply with the provisions of The Employees Provident Fund and Miscellaneous Provisions Act, 1952 and shall have Provident Fund Account, duly allotted to him by the Competent PF Authorities. The contractor shall deposit Employer and Employees Contribution within prescribed time and manner along with all other dues payable to PF authorities.

If applicable, the contractor shall comply with The Employees State Insurance Act, 1948 and shall deposit the monthly employees and employers' contributions in the prescribed account number within specified time. In case of non-applicability of the provisions of ESIC Act, the contractor shall comply with the provisions of The Workmen Compensation Act, 1923 and shall cover all his workmen deployed at Corporation's premises under Group Personal Accident Insurance Scheme to meet the obligations under the Workmen Compensation Act, 1923.

The contractor shall comply with The Payment of Wages Act, 1936 and shall pay wages of the workmen deployed by him at Corporation's premises within prescribed time limit after close of wage period. It would be obligatory on to the Contractor to transfer the salary and/or any payments, electronically in the Bank Account of the concerned contract labour deployed by them in the premises of the Corporation.

The contractor shall obtain Labour License under the provisions of The Contract Labour (R&A) Act, 1970 in case the strength of the workmen deployed by them in the premises of company (BPCL) exceeds 19 on any day.

The contractor shall furnish documents (in originals) towards the compliance of labour laws, to the Corporation as and when required.

The contractor shall be obliged to maintain all the registers and records as per the applicable labour laws and need to submit the same to the Corporation for verification as and when sought for.

It shall be obligatory on the Contractor to follow the provisions of The Factories Act, 1948 and rules thereunder particularly that of Payment of Overtime allowances, maintenance of registers etc.

The contractor shall keep the Corporation indemnified against all penalties, claims and liabilities arising out of applicability and/or violation of such Act, laws, or Regulations etc., by it or its contract labour (s).

**7. OBLIGATION TO FOLLOW WORK PERMIT SYSTEM:**

- a) Do not carry out any work without a valid work permit issued by authorized persons in the refinery, as per Work Permit System.
- b) Valid work authorisation for non-routine jobs is essential. **Before the actual commencement of the work, obtain a permit for routine/non-routine jobs from the officer/ charge hand** of the unit/plant where the work is to be carried out.
- c) Comply with all conditions specified in the permit.
- d) Prepare a safety action plan specific to the work (Job Safety Analysis) before starting the work. Also ensure that all supervisors and workers involved in the work, properly understand, and follow the safety action plan.
- e) Display permit at site for checking by refinery officials whenever required.

- 7.1 All fire equipment shall be approved by Fire & Safety Department before use at site. All contractor’s fire equipment to be brought to Fire station first and will be approved by tagging of equipment by Fire Dept. The fire extinguishers shall meet the following requirements:
- a. The design, construction and testing of 6 Kg DCP store pressure type extinguisher shall confirm to IS 15683 latest editions. The fire extinguisher shall be suitable for class A, B and C fires.
  - b. Extinguishing media: Extinguisher shall be filled with 90% UL Listed Mono Ammonium Phosphate powder.
  - c. Operating instruction shall be displayed on extinguisher body. Working and store pressure shall mention on the stickers.
  - d. It shall have BIS certified permanently engraved ISI mark on body.
  - e. Contractor shall carry out its monthly inspection as per OISD 142 /IS 2190 and record to be maintained with them and shall be able to produce it to BPCL authority as and when required.
  - f. Contractor is responsible for maintaining the healthiness of fire extinguisher at worksite.
  - g. Defective fire extinguishers shall be replaced immediately by the contractor and shall notify Engineering-In-charge for record updating.
  - h. Contractor personnel shall be trained in operating of fire extinguisher while at work.
  - i. Random check by F&S shall be carried out at work site.
  - j. List of some of the known vendors is given below for reference. These vendors or any other vendors who can meet the above-mentioned requirement may be approached for purchase of the extinguishers:

Name of Vendor	Address	Contact No
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Fire Stone Industries	Unit No.15, Aditya Indl. Estate, Devrukhar Chincholi Bunder Road off Link Road, Malad (West) Mumbai - 400 064. INDIA	2878 5224/3097 3688 <a href="mailto:fireston@vsnl.net">fireston@vsnl.net</a>
Kanadia Fyr Fyter Private Limited	A - 110, Kanara Business Center, Laxminagar, Behind Everest Garden Apartments, Ghatkopar (East), Mankur, Mumbai, Maharashtra 400075	022 2500 1288 <a href="mailto:info@kanexfire.com">info@kanexfire.com</a>
Intime Fire Appliances	301 Times Square, Western Express Highway, (next to Sai Service), Andheri East, Mumbai 400069	+91 22 49180900 <a href="mailto:orders@intimefire.com">orders@intimefire.com</a> <a href="mailto:ho@intimefire.com">ho@intimefire.com</a>

## 8. REQUIREMENT OF SUPERVISION:

- a) Contractor shall not carry out any work without having a supervisor present at site. If it is required to work simultaneously in more than one location under the same contract, one supervisor shall be put in each of the locations. If a supervisor shall leave his site for any reason, he shall stop his site activities for that period of time.
- b) If a contractor is employing less than 30 employees, he shall designate one dedicated supervisor as a safety steward. For every 30 persons or more, contractor shall appoint one qualified safety steward (Diploma in industrial safety from government recognized Institute). For more than one safety steward, one of them shall be appointed as Chief safety steward. In addition to above contractor shall also appoint one safety officer if he employs more than 100 workers. Safety officer shall have Diploma in Industrial Safety or any equivalent qualification from Government Recognized Institute and minimum 2 years of relevant industry experience. For more than one safety officer, one of them shall be appointed as Chief safety steward. In both the cases, the contractor shall specify in writing the name of such persons to the Engineer-in-Charge and Manager Safety.
- c) Contractor's safety co-ordinator or his supervisor responsible for safety, as the case may be, shall conduct safety inspections at least once in a week. The report of which shall be submitted to Engineer-in-Charge for his review and record.
- d) Contractor's safety supervisor or the supervisor responsible for safety, shall maintain separate safety register which shall include 1) List of activities being carried out at site; 2) Safety Training details of all supervisors and workmen; 3) Records of all accidents, first aid cases and near misses; 4) Records of all PPE's being used at site; 5) Records of lifting tools and tackles including slings of all types; 6) Records of pressure vessels if any at his site; 7) Records of all welding machines, gas cutting sets, compressors, generators, pressure regulators, portable power tools, hand tools etc. 8) Copies of safety inspection reports made by the Contractor safety supervisor as well as by the BPCL refinery.
- e) The contractors whose safety records are not satisfactory will be viewed seriously and necessary action (viz. cancellation of Registration/Contracts) shall be taken against him.
- f) The contractor shall provide the following documentation for the pre-job review meeting, as applicable:
  - Documented Safety Plan for implementation, monitoring and reporting of Health, Safety and Environment (HSE) and implement the same after its approval.
  - CVs of safety stewards and officers
  - A list of portable equipment/tools that the contractor will be bringing on site including the intended service.
  - Verification that portable equipment/tools meet integrity requirements.

- Inspection records for lifting equipment such as cranes and forklifts.
- Verification that personnel lift equipment is being used as intended by the manufacturer.
- Verification of electrical generating equipment integrity by a certified electrician.
- Verification that pressure equipment meets regulatory standards.
- Craft skills verification.
- Verification that subcontractors are on original proposal and on the HSSE Qualified list.

9. **USE OF PERSONAL PROTECTIVE EQUIPMENT:**

i) Contractor’s all supervisors and workmen shall use following Personal Protective Equipment (PPE’s) without which permission to work will be denied.

a.	Hard Hat	b.	Safety Shoes
			
c.	Boiler Suits (For hot work generating or involving flame FR (fire retardant) boiler suits are mandatory. Aprons instead of Boiler Suits will not be allowed)	d.	Hand Gloves as per job requirement
			
e.	Safety belt as applicable	f.	Eye protection goggles
			

9.	<p>Breathing Apparatus Set and Fire Extinguishers shall be provided by BPCL to the contractor, on loan basis with prior intimation. If the same is not returned after completion of the contract or damaged beyond repair, recovery as appropriate will be made from his dues, from the company.</p> 	h.	<p>Fire Extinguishers</p> 
i.	<p>Hydro jetting Special Suits made of dyneema wire mess</p> 	j.	<p>Face Shield as applicable (for grinding compulsory)</p> 

The PPEs shall be of standard quality and ISI approved.

The approved makes and standards for various PPE's are as follows:

SN	PPE	IS/EN STD	Manufacturers
1	Safety Helmet	IS 2925/BS EN 397	Joseph Leslie, Udyogi, Karam, Venus, Unicare, 3M
2	Boiler Suit /Apron	EN ISO11612	100% Cotton Fabric/FR
3	Safety Shoes	IS 15298/ EN 345/ EN ISO 20345	Karam, Superhouse, Acme, Liberty, Bata



SN	PPE	IS/EN STD	Manufacturers
4	Safety Goggles	EN 166	Unicare, 3M, Udyogi, Honeywell, Karam, Venus
5	Double Lanyard Full body Safety Harness (Safety belt)	IS 3521/ EN 361	Karam, Udyogi, 3 M, Unicare

ii) Contractor shall compulsorily use finger saver tools during bolt tightening or loosening activity involving use of hammer and shall ensure adequate numbers of finger savers are readily available at site.



- iii) Welder’s helmet (welding face shield attached to helmet) needs to be used by welders during welding.
- iv) Safety gumboots with metal or similar toe cap to be used wherever gum boots are required to be used.
- v) Sample PPEs shall be submitted to Safety Section before start of the job for approval and only those PPEs shall be used by contractors after due approval. The approval form format follows:

	<b>Contractor Name -</b>		
SN	PPE	IS/EN STD	Manufacturers
1	Safety Helmet	.	.
2	Boiler Suit/Apron		
3	Safety Shoes		
4	Safety Goggles		
5	Double Lanyard Full Body Safety Harness (Safety belt)		
<div>Safety Officer</div>			

### 9.1 Other conditions

- I. While operating the electric reamer (length more than 2 meters) during retubing/cleaning job, care shall be taken to provide firm mechanical support to the reamer. Hand supporting of long reamer shall be avoided. Contractor personnel shall maintain manufacturer safety guidelines while operating the electric reamers.



- II. PESO approved Spark arrestor shall be fitted to all diesel machines/ vehicles.

List of some of the known vendors is given below for reference. These vendors or any other vendors who can meet the above mentioned requirement may be approached for purchase of the spark arrestor:



Name of Vendor	Address	Contact No
Nau-Nidh Trading Co.	129/4570, New Tilak Nagar,Chembur	022 25221627 9820174864 <a href="mailto:naunidh12@gmail.com">naunidh12@gmail.com</a>
Rishi Engg. Associates	Mayur Congress House Lane, 377, V. P. Road	022 23857632 9821112147 <a href="mailto:rishiengg@hotmail.com">rishiengg@hotmail.com</a>
Central Stores Supplying Co.	10 Industrial House,2nd Floor, 51-53,Nagdevi X Lane	9819820855 9820179434 <a href="mailto:centralstoresc@gmail.com">centralstoresc@gmail.com</a>
Vasant Auto Works	10, Maangaldeep, Datar Colony , Bhandup – Shop in Chembur Camp	02225568083 9820045020 <a href="mailto:nchitnis@gmail.com">nchitnis@gmail.com</a>
Fire Stone Industries	Unit No.15, Aditya Indl. Estate, Devrukhar Wadi, Chincholi Bunder, Off Link Road, Malad (West) Mumbai - 400 064. India	2878 5224/3097 3688 <a href="mailto:fireston@vsnl.net">fireston@vsnl.net</a>
Kanadia Fyr Fyter Private Limited	A - 110, Kanara Business Center, Laxminagar, Behind Everest Garden Apartments, Ghatkopar (East), Mankur, Mumbai, Maharashtra 400075	022 2500 1288 <a href="mailto:info@kanexfire.com">info@kanexfire.com</a>
Intime Fire Appliances	301 Times Square, Western Express Highway, (Next To Sai Service), Andheri East, Mumbai 400069	+91 22 49180900 <a href="mailto:orders@intimefire.com">orders@intimefire.com</a> <a href="mailto:ho@intimefire.com">ho@intimefire.com</a>

- III. All cylinders shall have guard caps. Gas cylinders hoses shall be checked for damages/ leaks and shall not be used unless replaced/ attended. Gas cylinders shall be stored & secured properly in Trolleys.



- IV. Whip connectors shall be installed for all hose connections and shall ensure adequate numbers of whip connectors are readily available at site.



- V. All rotating equipment like water pumps, generators, other pumps, fans etc. shall be provided with proper guards for rotating parts of the machine.



- VI. All tools and tackles, machineries and equipment's will be checked by executing agency by visual inspection and according to applicable legislations on bringing the equipment inside Refinery. The certification of these equipment will be done by BPCL Executing agency against the Checklist duly signed with Equipment number on it. Safety officer shall ensure compliance to the same and will tag the equipment mentioning the tag number. Tagging validity will be 6 months. Contractor shall ensure that only BPCL tagged equipment are used.

- VII. All portable electrical equipment such as welding machines, grinding/ cutting/ drilling machines, DG set etc will be certified and tagged by BPCL electrical officer and compliance will be checked by BPCL Safety Officer.

- VIII. All hoppers/ Pressure vessels shall be fitted with Relief valve and shall have valid certificate in Form no 13 required for Pressure vessel as per Maharashtra factories Rule or other states rules as applicable. The identification number shall be embossed on the vessel. Relief valve shall be tested, and test certificate shall be submitted to BPCL.



- IX. Form 11 as per Maharashtra Factories Rules (or other states rules) shall be displayed on the crane, Farhana, Escort 15 and all other heavy lifting machineries.

- X. All kind of cranes deployed shall have hoist limit switch and safe working load interlock.

- XI. Material shifting shall not be done with the help of Crane/Farhana. (i.e the material should not be moved from one place to another on Farhana/Crane Hook.)

- XII. Material including insulation shall not be thrown from height but shall be safely brought down in bags or by other means.

- XIII. Support of pipeline, railing, gratings, scaffolding pipes etc. shall not be taken for rigging purpose. Support from main structures designed for the required load shall be taken for rigging with BPCL consent.

- XIV. CSE attendant / Standby Person shall be ensured for all confined space entry.



- XV. Fire Watch person shall be provided during Hot work.



XVI. Adequate numbers of exhaust fans, eductors, humidifiers etc. shall be provided for proper ventilation during confined space entry.



XVII. Rigid barricading shall be used to cordon off the area properly wherever excavated. Hand tools used during excavation shall be with insulated handles.



XVIII. Heavy material shall be handled using machines and not manually. A detailed JSP (Job Safety Analysis) shall be prepared by supervisor for material handling jobs.

XIX. Contractors are allowed to use intrinsically safe UHF/ VHF and Intrinsically Safe Mobile Phones as Communication mode after authorization from F&S department and Department Head.



XX. Rope access team shall have IRATA certification with minimum one Level 2, one Level 3 expert. All workers shall be IRATA certified.













XXI. The Refinery premises is notified as a “No Smoking Area”. Refinery prohibits working under the influence of Alcohol & banned substances / drugs at its workplace including on the duty travel.



XXII. Daily Job Safety Analysis: The Contractor Job Representative shall prepare daily Job Safety Analysis to identify specific tasks, their hazards and risks and control measures. This shall be approved by BPCL job Executor/ HSSE staff. This is a formal review of all tasks and to be documented.

XXIII. BPCL 12 Life Saving Rules shall be respected and complied with at all the times.

1.	PPE – No work without Mandatory PPEs.	
2.	Obtain and follow Work permit system – Obtain work permit before start of work and follow all conditions.	

3.	Follow JSP/SOP – Always follow Job Safety Analysis/ Safe Operating Procedures.	
4.	Management of Change – No modifications without MOC signed and authorized.	
5.	Authorized Persons Only – Don't operate any equipment or enter any area for which you are not authorized.	
6.	Lock Out and Tag Out – Verify isolations before work begins and LOTO equipment are put in place.	
7.	Working at Height – Use full Body Harness, anchored with rigid connection safety helmet with Chin Strip tightened while working at height more than 6 feet.	
8.	Intervene – Intervene if somebody violates Life Saving Rules.	
9.	Safety System Override – No overriding or disabling safety critical equipment without pre authorization from designated person.	
10.	Confined Space Entry – Obtain Authorisation before Confined Space Entry and ensuring no hazardous atmosphere inside based on gas test certificate.	
11.	Wear Seat Belt – All occupants of four wheelers and product transportation fleet to wear seat belt	
12.	Alcohol and Drugs – No use of alcohol and drug whilst working or driving	

#### 10. SPECIAL CONDITIONS FOR H2S, O2, HC METER:

Minimum two numbers of portable H2S gas detectors per work location shall be ensured by contractors while working in refinery plant areas.

Minimum one number of HC meter per hotwork location shall be brought by contractor.

Minimum one number of O2 meter for every 3 confined space entry jobs shall be brought by contractors. H2S, O2 and HC gas meter shall be certified and have valid certificate. The portable meters certificate and Test certificate shall be submitted to QMI group. BPCL shall tag the meters prior use. Only BPCL certified meters shall be used.



The portable gas detectors should be from reputed make such as Honeywell, Drager, MSA, Riken Keiki. Multi sensor portable detector is also acceptable.

The portable gas detectors brought / used by contractors shall meet the following requirements:

a. Display: continuous display of real time gas concentration with manual backlight lit option.

b. On start-up: display the full function self-test of the sensor, battery, circuit integrity, current alarm set points & days until calibration due.

c. Switching off: to prevent accidental switching off, detector should not switch off by operation of single button, it should have a timed off function that provides audible and visual off indication.

d. Area classification: Ex-proof, class I, div.1, gas group A, B, C, D & T4 as per NEC 500

e. Portable detectors shall have PESO certification.

f. Audible alarm: buzzer output of 95 db.

g. Visual alarm: flashing alarm shall be visible from multiple angles.

h. Shall show and warn in the event of a gas alarm condition (low, high, STEL & TWA), low battery and sensor fault.

i. Calibration: Vendor to calibrate detectors quarterly with certified calibration gas cylinder (n-Butane) from reputed agency. Calibration gas cylinder certificate to be produced on demand. Vendor to keep record of detector calibration certificate at site.

j. Certificate shall clearly indicate the drift observed during calibration and calibration gas concentration & validity.

k. History: should record all events and data shall be stored in detector memory.

l. History storage period: minimum up to 250 events. When full, wraparound memory feature should replace oldest data with most recent data.

m. Accuracy: for all detectors- 1% of measured value.

n. Calibration Range:

For O2 - 0-25% v/v

For HC – 0-100 % LEL (n-Butane)

For H2S – 0-100 ppm

o. Alarm settings:

For O2 : Low =20% V/V (non latching), Low Low = 19% V/V (latching).

For HC : HI =20% LEL (non latching), HI HI = 40% LEL (latching).



For H2S: HI =10 ppm (non latching), HI HI =15 ppm (latching).

It shall be contractor's responsibility to evacuate the area if the detector alarm is sounded and inform local operation department/officer-in-charge/safety supervisor.

Existing penalty for "Violation of permit conditions" as per Sr No 3 of existing "financial deterrents" shall be applicable for the non-compliance of above.

BPCL reserve the right to check calibration of any meter at site and reject the detector if its response is not satisfactory.

In case of violations of work permit safety conditions by the contractor to the above clauses, BPCL will initiate penal actions against the contractor, which may include Holiday Listing of the contractor.

## 11 REGULATORY REQUIREMENTS:( Scaffolding and Platforms Requirements)

11.1 All plant, machinery, equipment, tools, consumable and workshop shall be in accordance with Section 14.01 of Safety Manual

The contractor shall erect the scaffolding in compliance with BPCL Refinery Safety Regulations with quality material (scaffold boards, planks, rails, shackles, putlogs, fixing pieces, tubes, ladders etc. but not limited to) required as per standards to the satisfaction of BPCL site engineer.

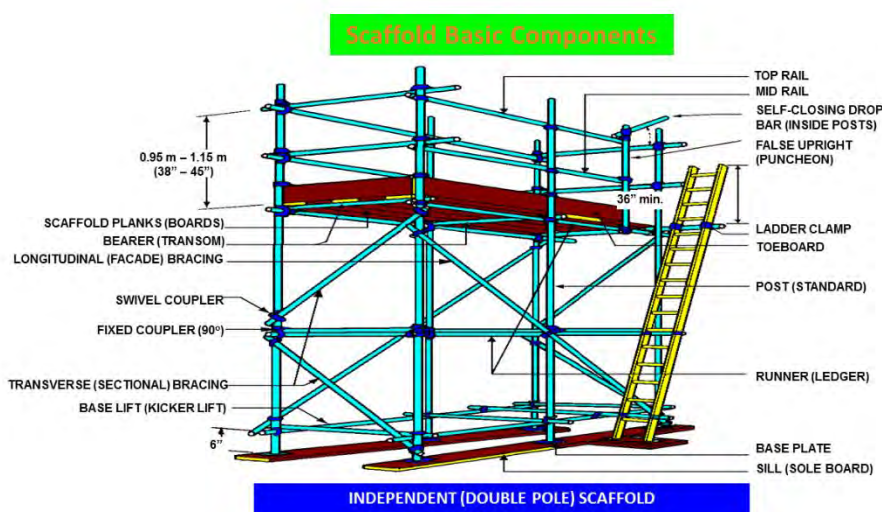
All scaffolding erected by the CONTRACTOR for the purpose of maintenance shall remain in position for Owner's utilization till further notice of removal from the Engineer in charge. Damaged or deteriorated components shall not be used. All scaffolding shall conform to following standards or equivalent:

### National Standards & Statutes:

- The Indian Factories Act, 1948 and applicable State Factories Rules.
- BOCW Central Rules,1998 –Part-III : Chapter XIX (Rules no.188 – 205)
- IS 2750 : Steel Scaffoldings
- IS 3696 : Safety code of scaffolds and ladders: Part 1 Scaffolds
- IS 3696 : Scaffolds and ladders - Code of Safety: Part 2 Ladders
- IS 4014 : Part 1 Code of practice for steel tubular scaffolding Part 1 Definitions and materials
- IS 4014 : Part 2 Code of practice for steel tubular scaffolding Part 2 Safety Regulations for Scaffolding
- OISD-GDN-192 for Safety practices during construction.

### Or International Standards:

- BS EN 12811 and BS EN 12810 - TG20:08 - Technical Guidance on the use of BS EN12811-1
- OSHA : 29 CFR Part 1926: Safety Standards for Scaffolds Used in the Construction Industry



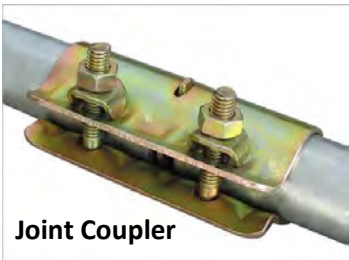
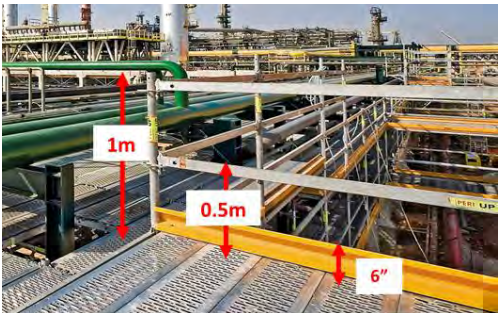
Any scaffolding which does not conform to the above requirements shall be immediately withdrawn from service, dismantled and re-erected such that the requirements are



complied with. If the CONTRACTOR intends to use sub-contract scaffolding, details shall be provided in the CONTRACT TENDER.

All the scaffolding work and scaffolder shall comply with following requirement:

- a) Contractor shall appoint competent person who is authorized to inspect and certify scaffolding as per OSHA std 29 CFR 1926, subpart L.
- b) Scaffolding shall be double pole types. Single Pole scaffolds are not allowed. The workers engaged in scaffolding work shall wear double lifeline safety harness.
- c) Operating platform shall be fully covered with metal planks (not gratings) and adequately secured. If it is not required/possible to cover entire platform with metal boards/planks then in such case provide minimum three number of boards/planks in working area and remaining area shall be made inaccessible with hand rails, mid rails, drop gate and toe boards to restrict the entry in that area.
- d) Toe boards shall be provided at all the side of operating platform of scaffolding.
- e) Hand rail and mid rail shall be provided at all the working platform level of the scaffolding.
- f) Ladder shall be provided to approach working platform. Length of the ladder shall not be more than 6 m.
- g) Ensure adequate stability of scaffold by use of adequate No. of cross bracings and other types of supports
- h) Scaffolding shall be built in such a way so that pipes shall not obstruct ladders, stairs and walkways.
- i) 'Unsafe to use' board shall be provided during erection of scaffolding.
- j) Only trained & experienced scaffolders shall be allowed to work on scaffolding with 'Unsafe to use' board.
- k) Designated Supervisor shall fill in the checklist which shall be printed on the backside of the "Safe to Use" tag developed by F&S and shall certify it if it meets all the checklist points as applicable.
- l) After certification by contractor supervisor, scaffolding shall be certified by Executing agency followed by F&S officer. They shall sign on the "Safe to Use" tag already signed by designated contractor supervisor. After certification by all the three only the scaffolding can be put to use for the required job.
- m) Recertification of the scaffolding shall be done every 15 days by contractor supervisor and executing agency. F&S will recertify only if the scaffolding is altered/ modified.
- n) Contractor shall also provide 'Safe to use' board after approval of scaffolding by the competent person for visibility from distance.
- o) Once scaffold is certified as 'safe to use', then nobody shall be allowed to alter/modify the scaffold for any purpose. If at all it is altered / modified then their certificates as 'safe to use' stand cancelled.
- p) Joint coupler or sleeve coupler shall only be used for extending the scaffold pipes.
- q) Scaffolding shall be provided with standard base plates.
- r) F&S shall be informed at least one day in advance for certification of the scaffolding. No certification shall be done in Evening or Night shift and on holidays/ weekly offs by F&S.
- s) The contractor shall follow the guidelines mentioned in Fire & Safety Regulation for the construction of scaffolding.



Joint Coupler



Base plate

12) REQUIREMENTS FOR WELDING PROCEDURE



All the welders provided under this CONTRACTOR shall be qualified in accordance with the requirements of ASME Boiler and Pressure Vessel Code - Section IX, Welding qualification in the position of 6G i.e., all welding positions.

All welding works shall be performed by suitably qualified welders working to welding procedures approved by the BPCL inspection section.

The welding procedures, qualification records and welder qualification shall be submitted for review and acceptance at least six weeks prior to the shutdown start date. This includes welding procedures for seal welding of heat exchanger tubes.

All welders tests shall be witnessed by the BPCL inspection section or a BPCL inspection section approved inspecting authority prior to commencement of the Contract. Two passport type photographs of each qualified welder shall be provided to OWNER for identification purposes.

All welders tests shall be carried out in accordance with approved welding procedures which have been agreed upon by BPCL inspection section and the CONTRACTOR fifteen(15) day prior to commencement of CONTRACT work or commencement of pre fabrication works, whichever is earlier.

All welders shall be qualified and capable of welding materials in carbon steel, stainless steel, chrome moly steel and super duplex stainless steel to the appropriate qualified welding procedures. Welders who fail to pass the relevant welding test will be disqualified from working on the plant during the CONTRACT.

### **12.1 Fire Blanket for Hot work:**

Local barricading is shall for all hot works. The barricading clothes used for spot barricading around hot work shall have following specifications:

- a) Blanket shall be manufactured from closely woven non asbestos inorganic fibre cloth thoroughly treated with special chemical compound to make the blanket fire retardant and resistant to welding sparks, having four sides stitched with fibre glass tape having brass eyelets at 1 mtr distance.
- b) Technical Specification:
  - 1. Blanket shall be made of Non-Asbestos cloth having temperature resistance up to 1600 Deg C.
  - 2. Blanket shall be tested as per IS 11871, group A & B and passed the test. The certificate for the same shall be produced.
  - 3. The blanket shall resist cutting splatter, fire balls, gas cutting molten metal etc.



### **13) HAZARD COMMUNICATION**

- a) Contractor shall familiarize himself from BPCL Engineer-in-Charge about all known potential fire, explosion or toxic release hazards related to his contract. He in turn will ensure that same information has been passed to his supervisors and workmen. Proper record of such dissemination of information shall be made by the contractor and submit to the Engineer-in-Charge on demand, failing which further continuation of work may be withheld.
- b) In the event of any contractor's employee spotting a fire or any serious hazards in Refinery premises, he shall dial Ext. No-3333. Identify himself and report location of Fire when Fire Station Operator is on the line. He shall wait until the fire message is repeated by the Fire Operator and location confirmed or break the glass of nearest MCP (Manual call point).

- c) The contractor shall ensure that each one of his employees clearly understands this Fire Communication requirement. This may be ensured by the contractor while providing on the job training.

#### **14. INJURY NOTIFICATION AND INVESTIGATION**

Contractor shall

- a) Report to BPCL supervisor on - the - job any injury sustained by any of his employees or any near miss or any hazardous / dangerous incident at his work site within the Refinery premises. Hiding of any accident or near miss would be viewed as serious misconduct.
- b) Arrange to provide FIRST AID immediately to the injured employee and bring the injured to BPCL Occupational Health Centre along with Site supervisor.
- c) Keep and maintain proper records of all such incidents in respect of his personnel/worksite.
- d) Submit to the Engineer-In-Charge, a first information report as per prescribed Proforma within 4 hours of the incident.
- e) Arrange to immediately investigate the incident and furnish within 24 hours a written investigation report in prescribed Proforma to BPCL Engineer-In-Charge.
- f) Disposition/Status of the injured person and his follow-up treatment details shall be informed to engineer in-charge and F&S dept. on shift basis. The Contractor owner shall be liable to ensure that injured person reports back at BPCL medical centre once fit.

#### **15. REQUIREMENT OF HOUSEKEEPING**

Contractor shall ensure highest standard of housekeeping in his area of work on a day-to-day basis. An unsatisfactory housekeeping will earn negative rating, which will attract penal actions like financial deterrent or cancellation of registration / contract.

#### **16. REQUIREMENT DURING SUBMISSION OF TENDER**

Contractor shall submit along with his tender:-

**A.** Total man-hours worked, per year, for the last three years.

**B. Contractor's Past Safety Performance**

- a. Worker's Compensation Payout (last 3 years)
- b. Number of Fatal Incidents (last 3 years)
- c. Reportable Lost Time Injury Frequency Rates (last 3 years)
- d. Pending court cases, if any

**C. Safety Capabilities Assessment**

- a. Contractor's Company Safety Policy
- b. Contractor's Company Safety Organization
- c. Safety Management System Manual of the contractor
- d. Hazard Identification & Risk Management Program
- e. Accreditation (ISO 9001/ ISO 14001/ OHSAS 18001)/ Performance Awards
- f. 3rd Party / Client Audits Report of similar previous jobs undertaken by them

**D. Safety assurance plan.**

Quotation shall clearly indicate the number of Supervisors and skilled or unskilled workers, which will be deployed for the job, from time to time during execution of the contract.

The above information will be taken into view during tender evaluation.

**17. DISPLAY BOARDS AT SITE**

Contractor shall provide and maintain in his work site:-

a) Appropriate display board displaying information as follows:

NAME OF CONTRACTOR	
LOCATION	
AUTHORISATION/PERMIT NO.	
NATURE OF WORK	
PERIOD OF WORK (DD/MM/YY TO DD/MM/YY)	
CONTRACT SUPERVISOR NAME	
NAME OF SITE INCHARGE (BPCL ENGG. INCHARGE)	

This display board should be of 3'x2' size and made of non-combustible material with firm stand.

b) Safety performance score board.

**18. PARTICIPATION IN SAFETY ACTIVITIES**

Contractor shall attend all scheduled safety meetings as would be intimated to him by the Engineer-in-charge.

Contractor also shall ensure that all his employees participate in safety promotional activities organized in the refinery.

Monthly Safety Performance Data: Major or Serious Risk Potential work (all works in plant area) contractors shall submit monthly safety performance data to the BPCL representative using the Monthly Contractor Safety form.

- Total man-hour worked in the month
- Number of BPCL 12 Life Saving Rule Violations
- Number of Lost Time Incidents
- % Attendance in Induction Training
- Any safety concern

Periodic performance reviews will be conducted by BPCL-MR which shall be attended by Contractor Job representative, Contractor Manager, Safety Supervisor, Owner etc.

Contractor shall provide data of leading and lagging indicators which will be monitored by BPCL-MR to rate the contractor safety performance. Following data is required;

## LEADING & LAGGING INDICATORS

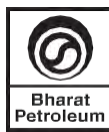


S. No.	Leading Indicators	S. No.	Lagging Indicators
1	Near-Miss (NM) Reporting	1	First Aid cases (FAC)
2	Toolbox Talk Meeting (No.)	2	Medical Treatment cases (MTC)
3	Safety Awareness Training conducted (No.)	3	Restricted work Cases (RWC)
4	BOSOP (No.)	4	Lost Time Injury (LTI)
5	Safety Suggestion (No.)	5	Lost Work - Days
6	Safety Audits	6	Accident/Incident
7	Fire & Safety Training (No. of Employee)	7	Dangerous Occurrences (DO)
8	Safety Promotion Activities	8	Fatality
9	Unsafe Act Reporting	9	Violation
10	Unsafe Condition Reporting		

### 19. **NOTE**

- Every person other than a BPCL employee or a casual visitor, entering in the refinery, would be governed by the above conditions.
- The term supervisor would mean any person who oversees the work of a group of workmen. All other persons would be considered as workmen.
- Violation of any of the above special conditions of safety would attract penal actions including termination of the contract/registration.
- Meticulous adherence to these requirements would be documented by the Engineer-In-Charge on conclusion of the work and placed in the dossier of the contractor. This performance would be given adequate weightage at the time of renewal of the registration.
- Any dispute arising out of these conditions shall be referred by the Engineer-In-Charge to the Head of the refinery Fire and Safety department.

**20. All guidelines as mentioned in OISD Guidelines 207 (Contractor Safety) shall be strictly complied with. Copy of the same is available with Fire & Safety Department.**



**BHARAT PETROLEUM CORPORATION LIMITED (BPCL), MUMBAI REFINERY**

**FINANCIAL DETERRENT FOR VIOLATION OF SAFETY NORMS BY CONTRACTORS  
(APPLICABLE TO ALL WORKS CARRIED OUT IN THE REFINERY BY CONTRACTORS)**

All contractors working inside Refinery have to strictly follow safety norms as per BPCL rules and regulations. Contractors who are violating safety norms while executing the job will be penalized financially. Penalty amount and reporting authority for violation / non-adherence of various safety norms is given below.

SR. NO.	VIOLATION OF HSE NORMS	PENALTY AMOUNT	REPORTING AUTHORITY
<b>NON ADHERENCE OF WORK PERMIT CONDITIONS</b>			
1.	Working without proper Authorization / Permit (Cold work)	Rs. 5000/- per occasion.	Engineer-in-charge, Head of Dept. (F & S), Head of Dept. (Process / PD / Maint. / Tech. / CS & S).
2.	Hot work without proper Authorization / Permit	Rs. 5000/- per occasion and delisting / holiday listing of 3 years if repeated.	Engineer-in-charge, Head of Dept. (F & S), Head of Dept. (Process / PD / Maint. / Tech. / CS & S).
3.	Violation of any of the conditions specified in the permit	Rs. 5000/- per occasion.	Engineer-in-charge, Head of Dept. (F & S), Head of Dept. (Process / PD / Maint. / Tech. / CS & S).
4.	Use of mechanically propelled equipment / engine / generator set without / with faulty spark arrestor	Rs. 5000/- per occasion.	Engineer-in-charge, Head of Dept. (F & S), Head of Dept. (Process / PD / Maint. / Tech. / CS & S).
5.	Non-display of name board, permit etc., at site	Rs. 5000/- per location where job is being executed. Penalty will be repeated if not rectified within 3 days.	Engineer-in-charge, Head of Dept. (F & S), Head of Dept. (Process / PD / Maint. / Tech. / CS & S).
6.	Working at height without safety belt arrangement as required i.e. without safety belt / Non-use of double lanyard safety belt.	Rs. 5000/- per person.	Engineer-in-charge, Head of Dept. (F & S), Head of Dept. (Process / PD / Maint. / Tech. / CS & S).
7.	Throwing up/down any material from height or not making proper provision to bring down material safely from height	Rs. 5000/- per occasion.	Engineer-in-charge, Head of Dept. (F & S), Head of Dept. (Process / PD / Maint. / Tech. / CS & S).
8.	Non-standard / unsafe platform / unsafe ladder	Rs. 5,000/- per occasion.	Engineer-in-charge, Head of Dept. (F & S), Head of Dept. (Process / PD / Maint. / Tech. / CS & S).
9.	Non-standard / unsafe Scaffolding	Rs. 5,000/- per occasion.	Engineer-in-charge, Head of Dept. (F & S), Head of Dept. (Process / PD / Maint. / Tech. / CS & S).
10.	Use of Uncertified Scaffolding	Rs. 5,000/- per occasion.	Engineer-in-charge, Head of Dept. (F & S), Head of Dept. (Process / PD / Maint. / Tech. / CS & S).

11.	For not using Non Respiratory Personal Protective Equipment (Helmet, goggles, gloves, safety belts, Boiler suit etc., Shoes.)	Rs. 5,000/- per occasion /Per day / item / person.	Engineer-in-charge, Head of Dept. (F & S), Head of Dept. (Process / PD / Maint. / Tech. / CS & S).
12.	For not providing Respiratory - Personal Protective Equipment prescribed in Work permit/job safety plan / B.A. set / canister mask / B.A. compressor etc.)	Rs. 5,000/- per occasion / per case per day.	Engineer-in-charge, Head of Dept. (F & S), Head of Dept. (Process / PD / Maint. / Tech. / CS & S).
13.	Non use of ELCB, using poor joints of cable, using naked wire without top plug into the socket, laying wire/cables on the roads, carrying out electrical jobs by incompetent person	Rs 5000/- per item per day	Chief Maint. Manager (Elect), Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process / PD / Maint. / Tech. / CS & S).
14.	Non deployment of the Licensed electricians for electrical job.	Rs. 5000/- per person.	Chief Maint. Manager (Elect), Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process / PD / Maint. / Tech. / CS & S).
15.	Working / on live electrical circuits without work permit / authorization	Rs. 5000/- per case per day.	Chief Maint Manager (Elect), Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process / PD / Maint. / Tech. / CS & S).
16.	Unsatisfactory fencing / barricading of excavated areas, not providing proper shoring / strutting / proper slope and not keeping the excavated earth at least 1.5 M away from excavated area.	Rs. 5000/- per item per day.	Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process/PD/Maint./Tech. /CS&S).
17.	Use of non-certified lifting tools/tackle	Rs. 5000/- per occasion.	Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process/PD/Maint/Tech. /CS&S).
18.	Use of non-certified pressure vessel.	Rs. 5000/- per occasion.	Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process/PD/Maint/Tech. /CS&S).
19.	Improper material handling/ Manually handling of heavy material when it is required using mechanical equipment/use of substandard/defective material handling trolleys/hand cart.	Rs. 5,000/- per occasion.	Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process/PD/Maint./Tech. /CS&S).
20.	Failure to submit duly filled pre use check list for any new machine or equipment brought at site (as per equipment tagging system).	Rs. 5,000/- per occasion.	Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process/PD/Maint./Tech. /CS&S).
21.	Inadequate supervision at work site (absence of supervisor / designated employee as supervisor from site for more than 30 Minutes when work is in progress)	Rs. 5,000/- per occasion.	Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process/PD/Maint./Tech. /CS&S).
22.	Unsafe handling of compressed gas cylinders. No trolley or jubilee clips or double gauge regulator or flash back arrestor on both gas lines & both ends or improper storage / handling or cylinders without caps when not in use/damaged hoses)	Rs. 5,000/- per item per occasion.	Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process/PD/Maint./Tech. /CS&S).

23.	Radiography without authorization / permit.	Rs. 5,000/- per occasion.	Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process/PD/Maint./Tech. /CS&S).
24.	Non barricading the area during radiography	Rs. 5,000/- per occasion.	Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process/PD/Maint./Tech. /CS&S).
25.	Non announcement on PA system/alerting people working in vicinity, before start of Radiography jobs.	Rs. 5,000/- per occasion.	Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process/PD/Maint./Tech. /CS&S).
<b>VIOLATION IN VEHICLE / ROAD SAFETY</b>			
26.	Driving vehicle without authority from transport operations.	Rs. 10,000/- per case.	Any employees through Head of Dept. (F & S).
27.	Over speeding of vehicles rash driving. Parking vehicle blocking firefighting systems.	Rs. 10,000/- per case.	Any employees through Head of Dept. (F & S).
28.	Driving Farana /Crane/fork lift above its speed limit fixed for refinery roads or Driving Farana /crane without being escorted.	Rs. 10,000/- per case.	Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process/PD/Maint./Tech. /CS&S).
29.	Entry of contractor's vehicle in No Entry Area without proper authorization/ permit.	Rs. 10,000/- per case.	Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process/PD/Maint./Tech. /CS&S).
30.	Entry of any person in barricaded area marked with tape.	Rs. 10,000/- per person.	Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process/PD/Maint./Tech. /CS&S).



31.	Riding on material handling vehicles or trolleys	Rs. 10,000/- per case.	Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process/PD/Maint./Tech./CS&S).
32.	Use of forklift for carrying/transporting people.	Rs. 10,000/- per case.	Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process/PD/Maint./Tech./CS&S).
33.	Vehicle Accident - i.e. overturning, damaging equipment, hitting another vehicle etc.	Rs. 10,000/- per case plus replacement / repair charges incurred by BPCL for BPCL owned material.	Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process/PD/Maint./Tech./CS&S).
<b>VIOLATION OF STATUTORY / BPCL REQUIREMENTS</b>			
34.	Non-deployment of safety supervisor / supervisor responsible for safety at work site required as per Special Safety Conditions.	Rs. 15,000/- per person per day.	Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process/PD/Maint./Tech./CS&S).
35.	Failure to maintain safety register and record by Contractor Safety Supervisor or Supervisor responsible for safety	Rs. 15,000/- per occasion.	Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process/PD/Maint./Tech./CS&S).
36.	Failure to have weekly safety site inspection / audit and monthly safety meeting and maintain record (by contractors themselves)	Rs. 15,000/- per occasion.	Engineer-in-charge & Head of Dept. (F&S).
37.	Failure to conduct tool box meeting every day and maintain the records of the same.	Rs. 15,000/- per day.	Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process/PD/Maint./Tech./CS&S).
38.	Failure to submit the monthly HSE report by 5th of next month to Engineer-in-charge.	Rs. 15,000/- per day.	Engineer-in-charge.
39.	Acting in contravention to any of the provision mentioned in Factories Act 1948 and/or the rules framed there under including all amendments thereto.	Rs. 15,000/- per occasion.	Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process/PD/Maint./Tech./CS&S).
40.	Failure to maintain records as per statutory requirement like 1. Form No. 6 - Certificate of fitness 2. Form No. 10 - Register of workers attending machinery 3. Form No. 11 - Report of Examination of Hoist / Lift / Lifting tackles. 4. Form No. 13 - Report of Examination of any pressure vessel brought by the contractor at the refinery site. 5. Form No. 16 - Notice of periods of works for adult workers 6. Form No. 17 - Register of adult workers 7. Form No. 23 - Special certificate of fitness 8. Form No. 29 - Muster Roll	Rs. 15,000/- per occasion.	Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process/PD/Maint./Tech./CS&S).



41.	Failure to furnish a first information report (FIR) as per prescribed Pro-Forma within 4 hours of the incident.	Rs. 15,000/- per occasion.	Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process/PD/Maint./Tech. /CS&S).
42.	Failure to arrange immediate investigation / evidences / documents of the incident and furnish within 24 hours to BPCL Engineer-In-Charge.	Rs. 15,000/- per occasion.	Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process/PD/Maint./Tech. /CS&S).
43.	Keep and maintain proper records of all incidents occurred at work site	Rs. 15,000/- per occasion.	Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process/PD/Maint./Tech. /CS&S).
44.	Failure to report to BPCL supervisor on - the - job, medical Centre and area safety officer any injury to his employees or any near miss or any hazardous/ dangerous incident at work site within the Refinery premises or hiding of any accident or near miss.	Rs. 15,000/- per occasion.	Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process/PD/Maint./Tech. /CS&S).
45.	Working beyond statutory limits by contractor's workers	Rs. 15,000/- per person per day.	Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process/PD/Maint./Tech. /CS&S).
46.	Deployment of contractor's employees including supervisors without receiving necessary training on safety for working in the refinery.	Rs. 15,000/- per person per day and holiday listing of contractor for 6 months if repeated.	Engineer-in-charge, Head of Dept. (F&S), Head of Dept... (Process/PD/Maint./Tech. /CS&S).
47.	Deployment of contractor's employees including supervisors without undergoing their medical examination, by the authorized medical professional having qualification of MBBS +AFIH. Deployment of workers on high risk jobs like working in confined space, working at height, working under water, etc. without being examined and certified as medically fit for such jobs by the doctors who are authorized to certify for such jobs.	Rs. 15,000/- per person.	Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process/PD/Maint./Tech. /CS&S).
48.	Non subjecting to periodic medical examination after every six months after deployment of workers including supervisors on the job by the certifying surgeon as per Rule 73V of Maharashtra Factories Rule 1963.	Rs. 15,000/- per person.	Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process/PD/Maint./Tech. /CS&S).
49.	Deployment of child or adolescent	Rs. 15,000/- per person.	Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process/PD/Maint./Tech. /CS&S).

OCCURRENCE OF INDUSTRIAL ACCIDENT-MINOR			
50.	Negligence on contractor's part which has resulted in an Injury/fire Lost Time Injury	Rs. 1,00,000/- per occasion	Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process/PD/Maint./Tech. /CS&S).
51.	Negligence on contractors part which has resulted in Minor Fire/Explosion/ etc.	Rs. 1, 00,000/- per occasion.	Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process/PD/Maint./Tech. /CS&S).
OCCURRENCE OF INDUSTRIAL ACCIDENT-MAJOR			
52.	Negligence on contractor's part which has resulted in an Injury/fire -Fatality	Rs. 5, 00,000/- per occasion.	Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process/PD/Maint./Tech. /CS&S).
53.	Negligence on contractors part which has resulted in Major Fire ( Reportable)	Rs. 5,00,000/- per occasion.	Engineer-in-charge, Head of Dept. (F & S), Head of Dept. (Process/PD/Maint./Tec./C S&S).
POOR HOUSEKEEPING			
54.	Poor House-keeping	Rs. 12,000/- per occasion.	Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process/PD/Maint./Tech. /CS&S).
55.	Shifting of debris from one location to another/ dumping debris at unauthorized place.	Rs. 12,000/- per occasion.	Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process/PD/Maint./Tech. /CS&S).
MISCELLANEOUS			
56.	Damage to fire hydrant & monitors, fire extinguishers including non-return of extinguishers	Rs. 7,500/- per occasion/ additionally repair charges incurred by BPCL for BPCL owned material.	Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process/PD/Maint./Tech. /CS&S).
57.	Removal of grating/cover/lid on any opening in floor or vessel.	Rs. 7,500/- per occasion.	Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process/PD/Maint./Tech. /CS&S).
58.	Operating/allow to operate any machine without having guard on its dangerous/rotating part of the machine or an equipment.	Rs. 7,500/- per occasion.	Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process/PD/Maint./Tech. /CS&S).
59.	Horseplay at work site	Rs. 7,500/- per occasion.	Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process/PD/Maint./Tech. /CS&S).
60.	Use of non-intrinsically safe mobile in plant areas.	Rs 7,500/- per person per occasion.	Engineer-in-charge, Head of Dept. (F&S), Head of Dept. (Process/PD/Maint./Tech. /CS&S).

**Please note that:**

1. Repeated violations against workmen\* & contractor during each calendar year will be monitored

	Yellow Card	Orange Card	Red Card	Implication
Workman	1 <sup>st</sup> Violation	2 <sup>nd</sup> Violation	3 <sup>rd</sup> Violation	Block gate pass for 7 days & repeat safety training
Contractor	5 Violations	10 Violations	15 Violations	Holiday listing for 3 months

\* Not applicable for workmen in case of housekeeping violations

2. The above penalties will be applicable for all the contracts jobs carried out inside Refinery and covered by BPCL HSE norms / work permit system.
3. Site Engineers, Operations Officers, Safety Officers will report such violation through their Department Head /Engineer-in-charge (Reporting Authority) to the respective contracting department (P&CS/RMP) for necessary action. Reporting Authority has been indicated against each violation.
4. On advice from Reporting Authority, respective contracting departments shall make the deductions from the next payment due to the contractor.
5. The above penalties shall be double in case of violations more than 3 times during the contract period for a particular contract. For annual and other rate contracts POs awarded as part of rate contract shall be considered for this.
6. In case of frequent penalties for a particular contractor, necessary action such as holiday listing / delisting will be taken.
7. In addition to the safety conditions mentioned in Special Safety Conditions attached, contractors are required to adhere to the following additional safety requirement for which penalties are applicable as above for violation of these conditions :
- a. All contractors shall themselves arrange weekly safety site inspection / audit and monthly safety meeting and record should be maintained.
- b. All contractors shall submit monthly HSE report to respective Engineer-In-Charge by 5th of next month. Report should carry details of precautions against accident and injury to any of the workers or to any person or persons or of weekly safety site inspection / audit, monthly safety meeting, details about records maintained by Safety Supervisor and any other information felt necessary by Engineer-in-Charge for safe execution of job.
8. Implementation of above financial penalties for violation of HSE norms does not absolve contractors from their responsibilities to take at all times due and proper precautions to avoid injuries and accidents.
9. Contractors shall own the full responsibility for any accident and injury to any of the workers or to any person or persons or property arising due to violation of HSE norms by contractors even though financial penalty is not applied for such violation. Implementation of these financial penalties does not absolve Contractors from any of the responsibility as per General Contract Conditions (Latest Revision), General Terms and Conditions and Special Safety Conditions.
10. All such financial penalties imposed on contractors shall be displayed / publicized appropriately by the respective Contracting department.

### **General Instructions to vendors for e-tendering**

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

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

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


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

1. For system related issues:

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

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1800 HRS IST (MONDAY TO FRIDAY (Exclusions: THE BPCL HOLIDAYS))		
Global support Email ID bpclsupport@c1india.com		
Name	Email	Phone Numbers
Sachin Toraskar	sachin.toraskar@c1india.com	9833091866
Saranraj Naicker	saranraj.naicker@c1india.com	+91-124-4302000 Ext : 110
Rahul Naik	rahul.naik@c1india.com	9834101181
Ujwala Shimpi	Ujwala.shimpi@c1india.com	8080303831
Fairlin Jivin	fairlin.jivin@c1india.com	+91-124-4302000 Ext : 112
Diksha Naik	diksha.naik@c1india.com	9011797905

Mode of Payment to all the Contract Labour i.e. the workmen of the Vendor / Contractor who are deployed at the Mumbai Refinery / MMBPL sites

Sr No	BPCL Clause	Bidder's Acceptance
1	<p>The contractor shall be obliged to pay the wages through 'electronic payment mode' in the personal bank account of his/her workmen deployed at the site of BPCL, Mumbai Refinery / MMBPL sites. The wages shall be paid by electronic payment mode within 7 days of the end of previous month.</p> <p>It shall be the responsibility of the contractor to provide documentary and/or any other proof in terms of Payment of Wages and/or any other remittances to workmen through bank account, to the Corporation i.e. BPCL. It shall be obligatory on the Contractor to submit the aforesaid documents etc. as a condition precedent for payment of bill / invoice raised as per the agreed terms.</p>	<div>I Agree </div>

**CIRCULAR AND HELP DOCUMENT FOR  
VENDORS REGARDING DIGITAL INVOICE  
MANAGEMENT**

# **HELP DOCUMENT FOR VENDORS: DIGITAL INVOICE MANAGEMENT**

V 3.1 dt. 08.11.2019

## **Introduction:**

Business Process Excellence Center (BPEC) of BPCL is centralized establishment for processing Vendor Invoices. Vendors are required to send their invoices in Physical format directly to BPEC - Kharghar office for processing the payments. Invoices are scanned & digital invoices are then processed for payment.

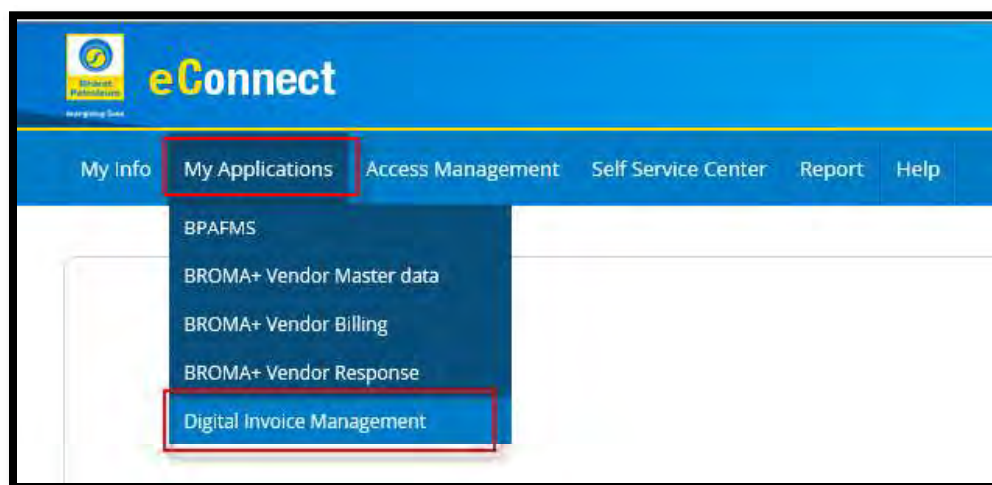
As this is time consuming process and also no tracking of invoice is available till it reaches BPEC Kharghar, a DIGITAL INVOICE MANAGEMENT (DIM) application has been developed to enable vendors to submit **digitally signed** invoice for Vendor Payments.

## **Process Description:**

Digital Vendor Invoice Management (DIM) application has been developed in EFP (External Facing Portal) for Vendors to enable them to submit digitally signed invoices to BPEC. Once the digitally signed invoice is uploaded in Digital Vendor Invoice Management (DIM) application by vendor, unique Invoice tracking number (Docket ID) is generated & communicated to vendor thru Email and SMS. Vendor can also track the status of their invoice processing thru' BTS Report in EFP (External Facing Portal). Initially vendor needs to register himself / herself on EFP (External Facing Portal) to use this application, if not done earlier. This is one time registration. **The URL for Vendor eConnect portal is <https://econnect.bpcl.in/>** The User Id for Vendor Login is VC followed by vendor code e.g. **VC123456** and password as set by vendor during registration. For any issues in login, user can click on 'Help' option.

## **DIGITAL INVOICE MANAGEMENT (DIM) APPLICATION :**

On accessing <https://econnect.bpcl.in/> and logging in, following screen will be displayed.



**DIGITAL INVOICE MANAGEMENT** application is available under node myApplications.



On clicking DIGITAL INVOICE MANAGEMENT option, following screen will be displayed containing two parts:

1. Vendor Invoice Details → For submission of Digital Invoice to BPCL, BPEC
2. Reports → To track the invoice processing status
3. Help → To get help document

Welcome to Digital Invoice Management System

Help

Vendor Invoice Details

Purchase Order No\*  Invoice Date\*

Invoice Reference No\*  Invoice Amount (INR)\*

Vendor Name

GSTIN of Invoicing Party

Invoicing Party Name

TReDs Service Provider\*\*

Upload Invoice\*

Submit Cancel

Note :

Please check and ensure the following before uploading digital invoice:

1. Invoice with all supporting documents should be uploaded in single PDF File clearly visible (Size < 4 MB).
2. Vendor GSTIN number on invoice is as per BPCL records (Displayed above).
3. First page of scanned document should be Tax invoice followed by other documents (if any).
4. Digital Signature is placed and visible on the first page of scanned Tax Invoice.
5. BPCL's GSTIN number is mentioned on the Invoice.
- \*\*6. For MSME vendors registered with TReDs, select TReDs service provider. If vendor do not wish to opt for TReDs, select "No discounting".

Reports

Invoice Processing Status Report

### **Submission of Digital Invoice:**

For submission of digital invoice, vendor has to enter following details in Vendor Invoice Details screen:

- a. Purchase Order No. : PO No for against which invoice is raised.
- b. Invoice Date : Date of Invoice
- c. Invoice Reference No : Invoice No.
- d. Invoice amount : Amount in INR including all taxes
- e. Once all these 4 mandatory fields are filled in by Vendor with correct details, details like Vendor Name, Inv. Party name and GSTIN Number will be displayed on the screen. 'Upload Invoice' field will be open as per below screen.

- f. TReDs Service Partner : For MSME vendors registered on TReDs platform and details shared with BPEC, this option will be editable and mandatory. Vendor need to select required TReDs service partner. If user does not wish to present current invoice on TReDs platform, then select “No Discounting” from drop down.

Vendor Invoice Details

Purchase Order No\* 4507296668 Invoice Date\* 22/10/2019

Invoice Reference No\* BPCL/123/123 Invoice Amount (INR)\* 1,000.00

Vendor Name R.R. ENTERPRISES Invoicing Party Name R.R. ENTERPRISES

GSTIN of Invoicing Party 27AAEPR0134L1ZO

TReDs Service Provider\*\* RXIL  
No Discounting

Upload Invoice\*  Browse...

Submit Back

Vendor has to execute 'Choose File' option and select invoice to be uploaded in the system.

The file which is to be uploaded must be in PDF format.

This file should be **digitally signed** only. Digital sign should be visible on PDF file. Any digital signature which is not visible on PDF will not be accepted. Unsigned file will not be accepted by system.

Upon successful uploading the file, SUBMIT button will be activated.

Vendor Invoice Details

Purchase Order No\* 4507296668 Invoice Date\* 22/10/2019

Invoice Reference No\* BPCL/123/123 Invoice Amount (INR)\* 1,000.00

Vendor Name R.R. ENTERPRISES Invoicing Party Name R.R. ENTERPRISES

GSTIN of Invoicing Party 27AAEPR0134L1ZO

TReDs Service Provider\*\* RXIL  
No Discounting

Upload Invoice\*  Browse...

Submit Back

Upon successful submission of 'Digital Invoice' Docket ID (DPID) will be created and Information message will be displayed on the screen as below mentioning details on Invoice and docket ID.

The screenshot shows a 'Vendor Invoice Details' form. The form fields include: Purchase Order No\* (4507296668), Invoice Date\* (22/10/2019), Invoice Reference No\* (BPCL/123/123), Invoice Amount (INR)\* (\$ 000.00), Vendor Name (R.P. ENTERPRISES), GSTIN of Invoicing Party (27AAEPR0134L1), and an Upload Invoice\* button. An 'Information!' popup is displayed in the center, stating: 'We acknowledge the receipt of your Invoice No. BPCL/123/123. The Docket No. (DPID) for tracking this invoice is 1971651'. The popup has a 'Close' button. A 'Print' button is visible at the bottom of the form.

This DPID will be processed by BPEC as per existing process.

### **Validations in Submission of Invoices:**

For ensuring the correctness of invoices being submitted to BPEC and to avoid further rejections at later stage, few validations have been incorporated at submission stage.

Whenever 'Warning messages' are displayed, vendor is allowed to proceed with submission of invoices, whereas for 'Error Messages' submission of invoices are not allowed. The Error / Warning messages are self explanatory as per below screenshots.

### **Warning Messages:**

1. Following message will be displayed when Performance Bank Guarantee (PBG) is less than 10% of Purchase Order Value.

The screenshot shows a 'Warnings!' popup with a blue header. The message text is: '1. BG amount is less than 10% of PO Amount'. At the bottom right, there are two buttons: 'Proceed' and 'No'.

2. Following message will be displayed when already invoice has been submitted with same PO No, Invoice Date and Invoice Amount but with different Invoice No.

**Warnings!**

- 1. BG amount is less than 10% of PO Amount
- 2. Invoice No BPCL/0122/2018 is already submitted with entered details

Proceed No

3. Following message will be displayed when Performance Bank Guarantee (PBG) is not maintained against Purchase Order / Agreement No.

**Warnings!**

- 1. PBG is not maintained for PO/OLA

Proceed No

4. Following message will be displayed when Invoice amount entered is more than **Rs. 1 Cr.** If the value is correct, kindly click proceed. Else click No and correct the amount.

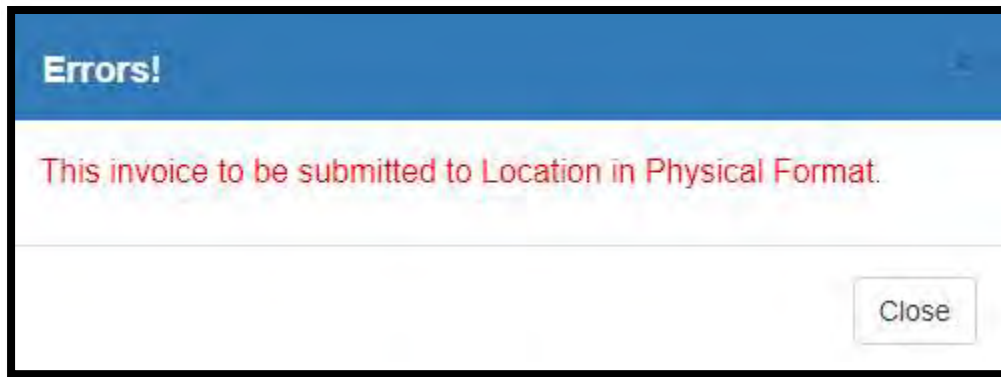
**Warnings!**

Amount is greater than 1 Cr.Do you want to proceed?

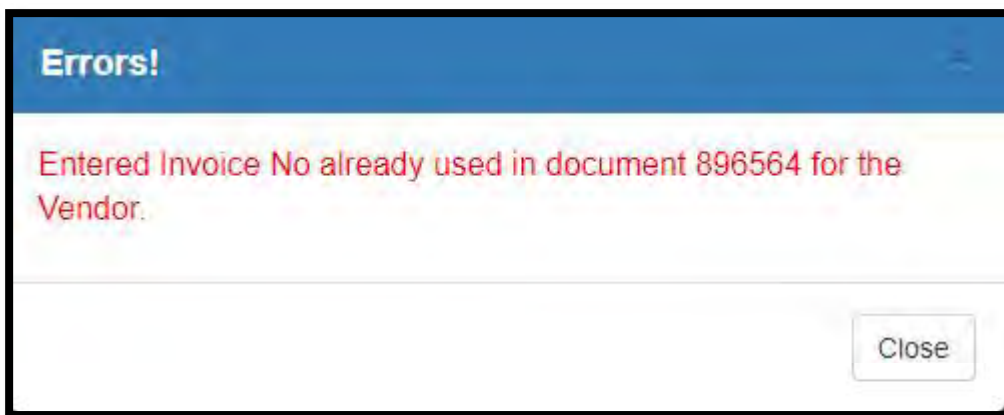
Proceed No

**Error Messages:**

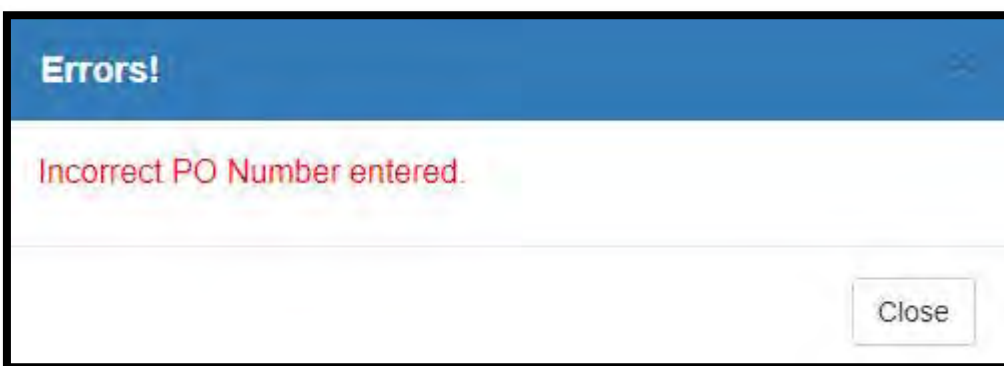
1. Following message will be displayed when the invoice will be processed at BPEC and to be processed at Location.



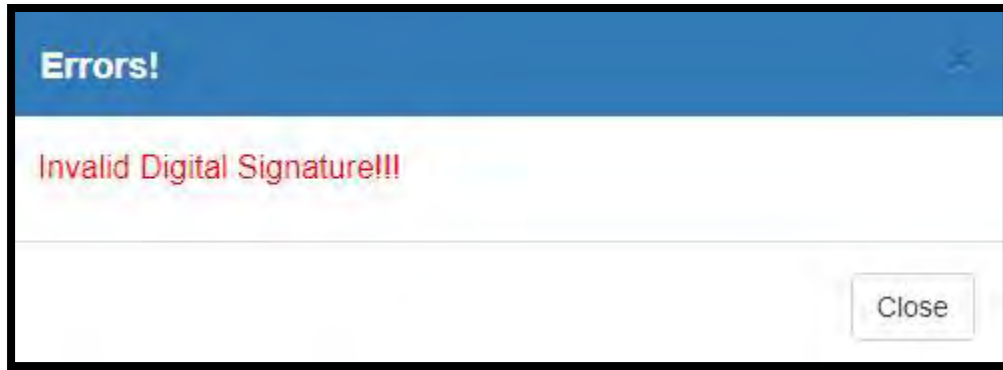
2. Following message will be displayed when the invoice with same Invoice reference number is already submitted to BPEC during same financial year.



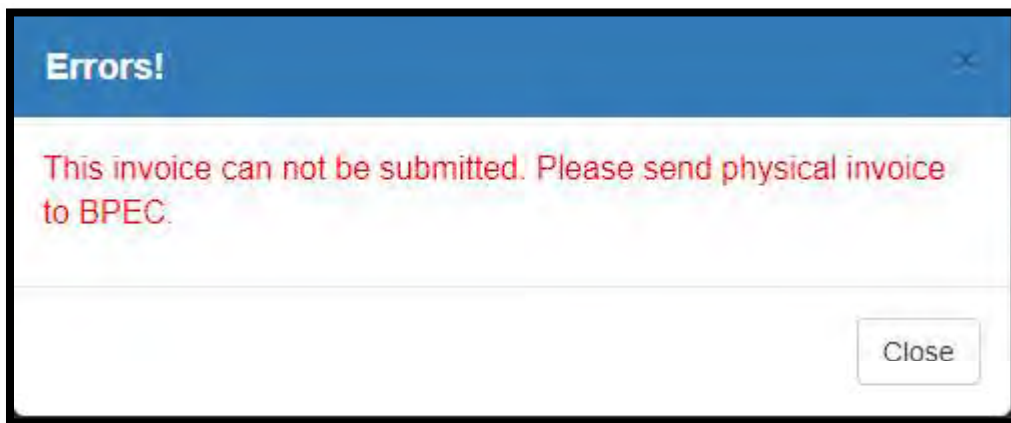
3. Following message will be displayed when Purchase Order is not correct or of different Vendor.



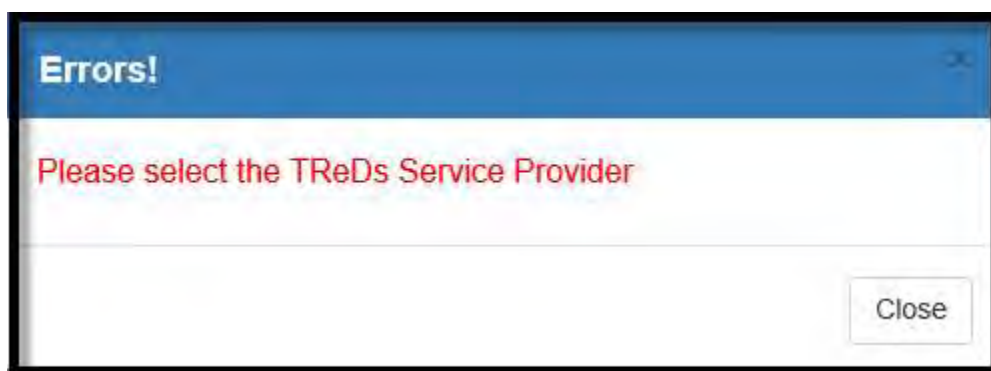
4. Following message will be displayed when digital signature with which invoice is signed is Invalid.



5. Following message will be displayed when Vendor is not made active for DIM Application. If vendor wants to submit digital invoice, they should contact BPEC for activation for DIM application.

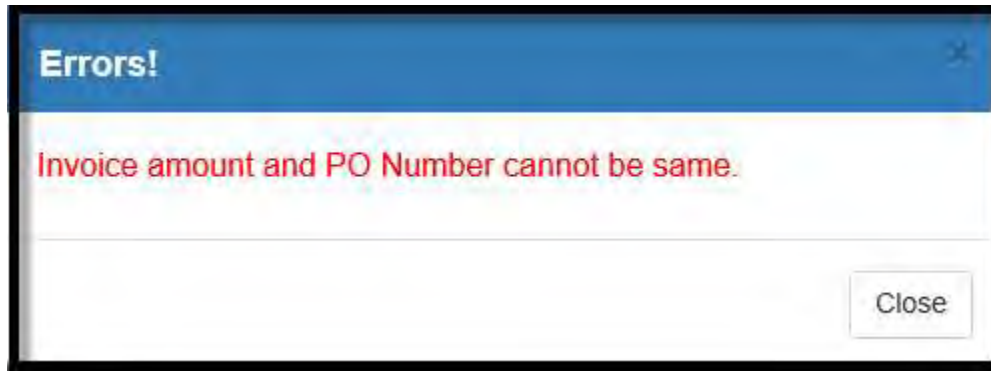


6. Following message will be displayed when TReDs Service Provider field is editable and vendor did not selected any of the option. Select required option from drop down.



7. Following message will be displayed when Invoice amount is wrongly maintained as PO number. User need to input correct value in Invoice value field.





## **REPORTS:**

To track the invoice processing status, Vendor can either use Reports tab on initial screen or Reports option in DIM screen.

The screenshot shows the 'Bill Tracking System' interface. At the top is a navigation bar with 'Home', 'Reports' (selected), and 'myProfile'. Below this is the 'Selection Screen' for reports. It includes a 'Report Type' section with two radio buttons: 'BTN: Report for the invoices submitted at location.' (selected) and 'VIM: Report for the invoices submitted to BPEC, Kharghar.'. Below this are several input fields: 'Vendor Invoice Number', 'Vendor Invoice Date' (with a calendar icon), 'BTN Number', 'Purchasing Document Number', and 'BTN Status' (a dropdown menu currently showing 'Pending'). To the right of these fields are 'to:' fields for dates and numbers, and two buttons labeled 'Select Multiple Value' and 'Select Multiple Values'. A 'Get Data' button is located at the bottom left of the form.

In Report type, following two options have been provided.

- i. BTN → This report is for tracking the invoices submitted to respective locations.
- ii. VIM → This report is for tracking the invoices submitted to BPEC Kharghar.

i. **BTN:**

This report is for tracking the invoices submitted to respective locations and are processed (LIV done) by location prior to go-live of VIM.

User can track the statuses of invoices with input of any of the following fields

- Vendor Invoice Number
- Vendor Invoice Date
- BTN Number → This is unique bill tracking number for bill received by BPCL at location.
- Purchase Order Number
- Bill Status. → by default 'Pending' statuses will be displayed. User can select bill status option from drop down.

On executing the report, the output will be displayed as below:

Bill Status Report for ORPAK SYSTEMS INDIA PRIVATE LIMITED(166797) for status PENDING

Back to Input Screen Download to Excel

BTN No.	BTN Item	Processor	Vendor Inv Date	Vendor Inv Amt	Currency	PO No.	Recieved Date	Bill Status	Vendor Inv No.
20150900012540	2	ABDUSSALAM HOSSAIN KHAN	30/01/2015	24447.30	INR	4504926377	16/09/2015	PENDING	OSIPL/05634
20150700010895	1	RAMSANKAR A	30/01/2015	73101.00	INR	4504878324	20/07/2015	PENDING	OSIPL 3515
20150200021271	4	PATNEY MANEESH	31/01/2015	24100.00	INR	4504825668	25/02/2015	PENDING	OISPL03653-4
20150300001106	2	PATNEY MANEESH	31/01/2015	73647.00	INR	4504778500	02/03/2015	PENDING	OSIPL/03563
20150300000274	10	ANANTA SAWALE	31/01/2015	24100.00	INR	4504868595	02/03/2015	PENDING	OSIPL/03621/10
20150300026023	1	PATNEY MANEESH	04/02/2015	74760.00	INR	4504835149	25/03/2015	PENDING	OISPL03664
20150400018451	7	PATNEY MANEESH	11/02/2015	85310.00	INR	4504832423	06/04/2015	PENDING	OISPL03739

The report will contain following fields in output:

- BTN Number → This is unique bill tracking number.
- BTN Item → This is item number of BTN.
- Processor → Name of officer who is processing the invoice
- Vendor Invoice Date → This is Date of Invoice



- |                              |   |
|------------------------------|---|
| 5. Vendor Invoice Amount     | → This is amount in INR mentioned on invoice  |
| 6. Currency                  | → This is currency (INR)  |
| 7. PO Number                 | → This is Purchase Document Number  |
| 8. Received Date             | → The date on which invoice is received by BPEC   |
| 9. Invoice Status            | → This is current Invoice Status. Following are the invoice statuses : <ul style="list-style-type: none"> <li>a. Bills verified (LIV Done)</li> <li>b. Payment done</li> <li>c. Pending</li> <li>d. Rejected</li> <li>e. Vendor Action</li> </ul> |
| 10. Vendor Invoice Reference | → This is Vendor Invoice Reference.   |

ii. **BTN:**

This report is for tracking the invoices submitted to BPEC Kharghar.

The screenshot shows the 'Bill Tracking System' interface. At the top, there's a navigation bar with 'Home', 'Reports', and 'myProfile'. The 'Reports' section is selected. Below this, the 'Selection Screen' is displayed. It contains several input fields and a 'Get Data' button. The 'Report Type' section has two radio buttons: 'BTN: Report for the invoices submitted at location.' and 'VIM: Report for the invoices submitted to BPEC, Kharghar.' The 'VIM' option is selected. Below this, there are fields for 'Vendor Invoice Number', 'Vendor Invoice Date', 'Document ID', 'Purchasing Document Number', and 'Bill Status'. Each of these fields has a corresponding 'to' field for a range. The 'Vendor Invoice Date' field is pre-filled with '8/28/2015'. There are also 'Select Multiple Values' buttons for the 'Document ID' and 'Purchasing Document Number' fields.

User can track the statuses of invoices with input of any of the following fields

- a. Vendor Invoice Number
- a. Vendor Invoice Date
- b. Document ID (DP ID)
- c. Purchase Order Number
- d. Bill Status. → by default 'ALL' statuses will be displayed. User can select bill status option from drop down.

Vendor Invoice Date field is mandatory before clicking 'GET DATA' button for tracking invoice status. By default, the date range will be displayed for past 3 months. User can change the same.

On executing the report, the output will be displayed as below:

Home Reports ERP CC

Bill Tracking System

VIM Status Report for (166797) for status All

Back to Input Screen Download to Excel

Docket No	Invoice Reference	Invoice Date	Invoice Doc No	Deduction	Document Text	Invoice Status	Invoice Year	Paid Amount	Posting Date	Invoice Amount	Ant due/Retention	Form No.	Inv. amt processed	Wt Tax Amount	Due
000000039231	OSPL/06168	31/08/2015	9600658081		DPD 39231	Paid	2016	24018.0	06/10/2015	24447.0			24447.0	429.0	28/10/2015
000000039238	OSPL/06169	31/08/2015	9600660598		DPD 38238	Paid	2016	24018.0	07/10/2015	24447.0			24447.0	429.0	05/11/2015
000000043887	OSPL/06009	07/09/2015	9600681357		43887	Rejected	2016		24/11/2015	63509.0			63509.0		30/09/2015
000000043888	OSPL/06011	07/09/2015	9600692265		DPD 43888	Rejected	2016		10/11/2015	63509.0			63509.0		02/11/2015
000000043889	OSPL/06014	07/09/2015	9600682002		dpd 43889	Rejected	2016		10/11/2015	63509.0			63509.0		30/09/2015
000000043890	OSPL/06010	07/09/2015	9600692385		DPD 43890	Rejected	2016		10/11/2015	63509.0			63509.0		30/09/2015
000000043891	OSPL/06016	07/09/2015	9600692489		DPD 43891	Rejected	2016		09/11/2015	63509.0			63509.0		02/11/2015
000000043892	OSPL/06017	07/09/2015	9600692581		DPD 43892	Rejected	2016		10/11/2015	63509.0			63509.0		30/09/2015
000000043893	OSPL/06018	07/09/2015	9600692662		DPD 43893	Rejected	2016		10/11/2015	63509.0			63509.0		30/09/2015
000000043894	OSPL/06024	07/09/2015	9600692750		DPD 43894	Rejected	2016		10/11/2015	63509.0			63509.0		30/09/2015
000000043895	OSPL/06035	07/09/2015	9600692884		DPD 43895	Rejected	2016		10/11/2015	63509.0			63509.0		02/11/2015
000000043896	OSPL/06036	07/09/2015	9600692994		DPD 43896	Rejected	2016		10/11/2015	63509.0			63509.0		30/09/2015
000000043897	OSPL/06037	07/09/2015	9600695603		DPD 43897	Rejected	2016		10/11/2015	63509.0			63509.0		30/09/2015
000000043898	OSPL/06039	07/09/2015	9600696104		DPD 43898	Rejected	2016		10/11/2015	63509.0			63509.0		30/09/2015
000000043899	OSPL/06040	07/09/2015	9600681373		dpd 43899	Rejected	2016		10/11/2015	63509.0			63509.0		30/09/2015

Home Reports ERP CC

Bill Tracking System

VIM Status Report for (166797) for status All

Your last successful login was on Tuesday, 24-Nov-2015 at 17:14:45 Hrs.

Document Text	Invoice Status	Invoice Year	Paid Amount	Posting Date	Invoice Amount	Ant due/Retention	Form No.	Inv. amt processed	Wt Tax Amount	Due Dt. - Inst 1	Payment Doc.	Payment Date	Currency	PO Number	Received Date
ID 39231	Paid	2016	24018.0	06/10/2015	24447.0			24447.0	429.0	28/10/2015	41394358	28/10/2015	INR	4504851624	05/10/2015
ID 38238	Paid	2016	24018.0	07/10/2015	24447.0			24447.0	429.0	05/11/2015	41413069	05/11/2015	INR	4504774211	05/10/2015
ID 43887	Rejected	2016		24/11/2015	63509.0			63509.0		30/09/2015			INR	4505213347	08/10/2015
ID 43888	Rejected	2016		10/11/2015	63509.0			63509.0		02/11/2015			INR	4505213347	08/10/2015
ID 43889	Rejected	2016		10/11/2015	63509.0			63509.0		30/09/2015			INR	4505213347	08/10/2015
ID 43890	Rejected	2016		10/11/2015	63509.0			63509.0		30/09/2015			INR	4505213347	08/10/2015
ID 43891	Rejected	2016		09/11/2015	63509.0			63509.0		02/11/2015			INR	4505213347	08/10/2015
ID 43892	Rejected	2016		10/11/2015	63509.0			63509.0		30/09/2015			INR	4505213347	08/10/2015
ID 43893	Rejected	2016		10/11/2015	63509.0			63509.0		30/09/2015			INR	4505213347	08/10/2015
ID 43894	Rejected	2016		10/11/2015	63509.0			63509.0		30/09/2015			INR	4505213347	08/10/2015
ID 43895	Rejected	2016		10/11/2015	63509.0			63509.0		02/11/2015			INR	4505213347	08/10/2015
ID 43896	Rejected	2016		10/11/2015	63509.0			63509.0		30/09/2015			INR	4505213347	08/10/2015
ID 43897	Rejected	2016		10/11/2015	63509.0			63509.0		30/09/2015			INR	4505213347	08/10/2015
ID 43898	Rejected	2016		10/11/2015	63509.0			63509.0		30/09/2015			INR	4505213347	08/10/2015
ID 43899	Rejected	2016		10/11/2015	63509.0			63509.0		30/09/2015			INR	4505213347	08/10/2015

The report will contain following fields:

1. Docket ID → This is DP ID.
2. Invoice Reference → This is Vendor Invoice Reference.
3. Invoice Date → This is Date of Invoice
4. Invoice Document Number → This is LIV no and FI Document no in case of PO\_BPCL & NPO\_BPCL document respectively
5. Deduction → This figure indicates amount in INR deducted

6. Document Text

for that DP ID as per the deductions maintained by buyer during certification.

→ This is Header Text maintained in LIV / FI Document.

7. Invoice Status

→ This is current Invoice Status. Following are the invoice statuses :

f. Paid

g. Invoice Processed

h. In Process with BPEC

i. In Process with Buyer

j. Rejected

8. Invoice Year

→ Fiscal year in which document is posted

9. Paid Amount

→ This is gross paid amount in INR excl taxes

10. Posting date

→ The date on which document is posted

11. Invoice Amount

→ This is amount in INR mentioned on invoice

12. Amount due / Retention

→ This is the retained amount in INR for a DP

13. Form No.

→ This is Form no in case of Non Po Invoices

14. Inv Amount Processed

→ This is gross paid amount in INR incl of taxes

15. Wt Tax Amount

→ This is TDS amount in INR

16. Due date

→ The date on which 1<sup>st</sup> installment is due in case of installment payment.

17. Payment Document

→ This is payment clearing document number

18. Payment date

→ The date on which payment is made to vendor

19. Currency

→ This is currency (INR)

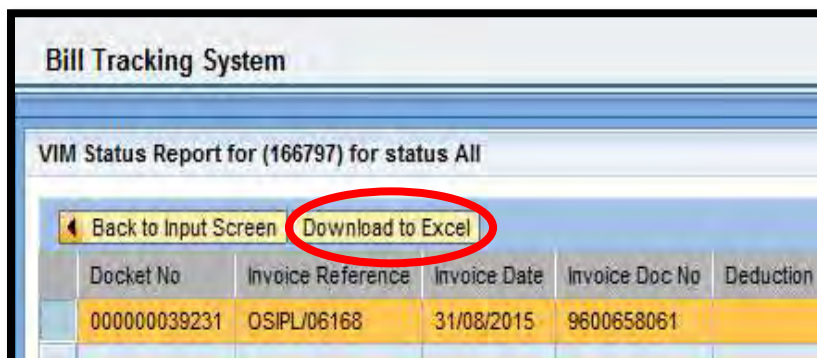
20. PO Number

→ This is Purchase Document Number

21. Received Date

→ The date on which invoice is received by BPEC

These reports (BTN & VIM) can be downloaded on local PC by using Download to excel option.



If entered field values are incorrect, following message will be displayed as below.

## Bill Tracking System

◀ Back to Input Screen

[Download to Excel](#)[illegible]

<

Message: No data found.





## **Mandatory E-Invoices for applicable vendors w.e.f 1<sup>st</sup> April 2024**

The Government of India had introduced the Electronic Invoice (E-invoice) system as part of its efforts to streamline GST invoicing. As per the latest amendment in August 2023, all GST registered businesses, with a total turnover exceeding Rs.5 crores in any financial year from 2017-18 onwards are required to generate an e-invoice in accordance with Rule 46 and 48 of CGST Rules, 2017.

- **What is an E Invoice?**

An E-Invoice apart from consisting the regular invoice details shall **mandatorily consist a 64 character Invoice Reference No. (IRN) as well as a Quick Response Code (QR Code) both of which are authenticated by the E-Invoice Portal.**

- **What is the change for suppliers?**

In accordance with these regulatory requirements, we are transitioning to the mandatory E-invoices submission by all our suppliers. **This means that BPCL shall be accepting only valid E-invoices (with IRN & QR Code) w.e.f 1<sup>st</sup> April 2024. In case suppliers are applicable for E-Invoice submit normal invoice without IRN & QR Code then such invoices shall be outrightly rejected.**

- **What are suppliers who are required to generate e-invoices must ensure?**

1. E-invoice should include all necessary details such as invoice number, date, GSTIN of supplier and recipient, item details, HSN code, quantity, unit price, taxable amount, tax amount, total invoice amount, etc.
2. These details are to be uploaded in E-invoice portal provided by the Government ( Link: <https://einvoice1.gst.gov.in/> )
3. **On successful upload, the portal will generate a 64-character Invoice Reference Number (IRN) and QR code along with the E-invoice PDF document**

TEAM BPEC

**DISCONTINUATION OF HYDRA CRANES WITHIN MUMBAI REFINERY PREMISES  
W.E.F 01.10.2014**

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For enhancing Safety within the Refinery, it has been decided that with effect from 01.10.2014, usage of Hydra Cranes shall be prohibited within Mumbai Refinery premises.

The present Hydra Cranes can be substituted with suitable/equivalent hydraulically operated cranes that are equipped with rear mounted boom and out rigger supports. Some of the models having these features are mentioned below for your easy reference:

<b>SI No</b>	<b>Manufacturer</b>	<b>Models</b>
1	Escort Construction Eqpt.Ltd. (ECEL)	TRX Series – K10, F15, TRX 1651, TRX 2319, MAC 1214
2	Action Construction Eqpt. Ltd. (ACE)	FX 120, FX 150, 15XWE, 15XWF, Rhino 110 FC

All the contractors are requested to take cognizance of the above, and arrange for alternate equipment with effect from 01.10.2014, to carry out various jobs inside Mumbai Refinery.

Please ensure strict compliance failing which suitable action shall be taken as deemed fit.

**. IMPORTANT INSTRUCTIONS TO BIDDERS IN REGARD  
TO REGISTRATION WITH BPCL MUMBAI REFINERY**

Use the link given below for submitting your online application:

**<https://ebiz.bpc.co.in/VendorRegistration/>**

under the following circumstances:

- 1) You desire to submit online application for new registration with BPCL Mumbai Refinery*
- 2) You desire to enhance your financial limit given that you are already registered with BPCL Mumbai Refinery.*
- 3) You desire to apply for renewal of registration on completion of 5 years given that you are already registered with BPCL Mumbai Refinery.*
- 4) You desire to apply for registration for additional category given that you are already registered with BPCL Mumbai Refinery.*

**It is very important to get registered with BPCL Mumbai Refinery, you may not get future tenders from us if you do not get registered with us.**

**Also it is important for registered vendors to enhance financial limit for added eligibility to also participate in higher value BPCL tenders.**

Kindly note that after filling the online form & uploading the documents, you are requested to take the printout of form & submit it along with hardcopies of all attachments by courier to the address below:

**Attn. Manoj Jadhav  
Proc. Manager, CPO-HQ  
2<sup>nd</sup> floor, Admin Block  
Bharat Petroleum Corporation Ltd., Mumbai Refinery  
Mahul, Mumbai - 400074**

In case of any clarification, you may consult the above person on following contact details:

**Email: [manojjadhav001@bharatpetroleum.in](mailto:manojjadhav001@bharatpetroleum.in)**

**Phone no.: 022 25533297**

**If vendor opt to submit the  
physical BG, it should be  
submitted along with the  
Cover letter and checklist  
attached as  
Annexure II and Annexure III.**



**ANNEXURE - II**

**BANK GUARANTEE COVER LETTER**  
*(To be submitted with BANK GURANTEE)*

1. **Bank Guarantee No. & Date :** .....
2. **Name of Issuing Bank :** .....
3. **Amount of BG :** .....
4. **Nature of BG & No. of Pages :** .....
5. **BG Validity (expiry) date :** .....
6. **BG Claim date :** .....
7. **Purchase Order/Outline Agreement No:** .....
8. **Vendor Reference:**  
Name : .....  
Address : .....  
Telephone : .....  
Fax : .....  
Email : .....
9. **Bank Reference**  
Name : .....  
Address: .....  
Telephone: .....  
Fax: .....  
Email: .....

# ANNEXURE - III

## CHECKLIST

Sl. No.	<i>Details of Checks</i>	Yes/No
1.	Is the BG on Non-judicial stamp paper of appropriate value, as per Stamp Act?	
2.	Whether date, purpose of purchase of stamp paper and name of the purchaser indicated on the back of stamp paper under the Signature of Stamp Vendor?  (The date of purchase of stamp paper should be of any date on or before the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the Vendor on whose behalf the BG has been issued. The Stamp Papers (other than e-stamp paper) should be duly signed by the stamp vendor).	
3.	Has the executing officer of BG indicated his name, designation and Power of Attorney No. / Signing Power No. etc., on the BG?	
4.	Is each page of BG duly signed / initialed by executant and whether stamp of Bank is affixed thereon?	
5.	Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
6.	Does the Bank Guarantee compare verbatim with the Proforma prescribed in the Bidding Documents?	
7.	Are the factual details such as NIT no. / Tender Enquiry no. / Bidding Documents No. / Specification No., Amount of BG, validity of BG correctly mentioned in the BG?	
8.	Whether overwriting / cutting, if any on the BG have been properly authenticated under signature & seal of executants?	
9.	Whether BG has been issued by a Bank in line with the provisions of Bidding Documents?	
10.	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding Document?	

Signature of Vendor .....

Name of Vendor.....

Company Seal.....

# **Policy for Holiday Listing of Vendors in BPCL 2024**

## 1. Introduction:

Works and procurement contracts have become a major activity for corporate in current times. In course of such contracting Oil sector PSEs deal with various “Agencies” (which shall include vendors/parties/contractors/suppliers/consultants/Licensors/bidders). These entities are expected to adopt ethics of highest standards and a very high degree of integrity, safety and quality consciousness, commitments and sincerity towards the work undertaken and dealing with BPCL in such matters. However, in few occasions, the terms are found to be infringed and deviations from expected behavior are observed. It is not in the interest of BPCL to deal with Agencies who commit deception, fraud or other misconduct including compromising quality and safety in the tendering and execution process.

Also, while participating in the tender and performing the contract, vendors are required to meet certain basic performance criteria and adherence to the terms and conditions of the tender/contract. In case the vendor fails to meet the above parameters, it is prudent to put the vendor on holiday list for specific periods in order to deter the vendors from committing such defaults. Such decisions shall be taken based on the gravity of the default and after following a laid down process, on case to case basis.

Holiday Listing from business dealings involves civil consequences for the “Agency” concerned. Hence, the same requires adherence to the Principles of Natural Justice. Therefore, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case. The meaning of “Black listing”, “Holiday Listing” and “Banning” is considered one and the same and shall hereafter be referred to only as “Holiday Listing” and the term Holiday Listed Companies is used accordingly in this document.

## 2. Scope:

- 2.1 The information for Bidders/Instruction to Bidders and even the General Conditions of Contract (GCC) or General Purchase Conditions (GPC) generally provide that BPCL shall have the rights to remove from 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.
- 2.2 The procedure of Holiday Listing of Agencies from Business Dealings with BPCL has been laid down in these guidelines.
- 2.3 These guidelines are applicable across BPCL and shall form part of all the tenders. These guidelines shall be published as a separate document in BPCL website and the General Conditions of Contract (GCC) or General Purchase Conditions (GPC) shall have a clause expressly stating that 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.
- 2.4 The Holiday Listing shall be with prospective effect, i.e. for future business dealings.

## 3. Definitions:

In these Guidelines, unless the context otherwise requires

- a) Agency: “Party/Contractor/Supplier/Vendor/Consultant/Bidder/Licensor” in the context of these guidelines is indicated as 'Agency'.

“Party/Contractor/Supplier/Vendor/Consultant/bidders/Licensor” shall mean and include a public limited company or a private limited company, one person company, limited liability partnership, a joint venture. Consortium, HUF, a firm whether registered or not, an individual, co-operative society or an association or a group of persons engaged in any commerce, trade, industry etc.

- b) Allied Agency means: All concerns which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. In determining this, the following factors may be taken into consideration:

- i) Whether the management is common
- ii) Majority interest in the management is held by the partners or directors of banned / suspended firm
- iii) Substantial or majority shares are owned by the banned / suspended firm and by virtue of this it has a controlling voice
- iv) Directly or indirectly controls, or is controlled by or is under common control with another bidder
- v) All successor firms will also be considered as allied firms.

- c) Appellate Authority: “Appellate Authority” shall mean the concerned functional Director of BPCL or any other authority nominated by the C&MD. The Appellate authority shall be higher than the “Competent Authority”.

- d) Competent Authority: “Competent Authority” shall mean the authority, who is competent to take final decision for Banning of business dealings with Agencies, in accordance with these guidelines:

The Competent Authority for a Procurement / User Department which is initiating the Holiday Listing process should be the Regional head (or) SBU / Entity head as the case may be relevant to the said Procurement / User Department, but not below the level of Chief General Manager

- e) Corporation: “Corporation” means Bharat Petroleum Corporation Ltd. with its Registered Office at Bharat Bhavan-I, 4&6 Currimbhoy Road, Ballard Estate, Mumbai-400001.

- f) Corrupt Practice: “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution. Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

- g) Fraudulent Practice: “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/

submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order;

- h) Collusive Practice : “Collusive Practice” amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- i) Coercive Practice: “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- j) Officer-in-Charge: “Officer –in-Charge (OIC)” or “Engineer-in-Charge (EIC)” shall mean the person (s) designated to act for and on behalf of BPCL for the execution of the work as per requirement of the concerned department.
- k) Malpractice: Malpractice means any Corrupt Practice, Fraudulent Practice, Collusive Practice or Coercive practice as defined herein;
- l) Mis-Conduct: “Mis-conduct” means any act or omission by the Agency, making it liable for action for Holiday Listing as per these guidelines
- m) Nodal Department: “Nodal Department” means the Department primarily assigned with the role of overseeing the Holiday Listing Process to ensure adherence to guidelines, maintaining, updating and publishing the list of Agencies with whom BPCL has decided to ban business dealings and shall be the Corporate Finance Department.
- n) Vendor De-listment Committee: “Vendor De-listment Committee” relevant to the procurement department which initiates the holiday listing process would the same as the vendor enlistment Committee as per DR&A of the concerned SBU/Entity.

#### **4. Holiday Listing:**

**4.1** Reasons for Holiday Listing: An Agency may be placed in Holiday List for any one or more of the following circumstances:

**4.1.1** If the Agency, in the context of its dealings with the Corporation:

- a) has indulged in malpractices ;
- b) has submitted fake, false or forged documents / certificates
- c) Has substituted materials in lieu of materials supplied by BPCL or has not returned or has unauthorized disposed off materials / documents / drawings / tools or plants or equipments supplied by BPCL.
- d) Has deliberately violated and circumvented the provisions of labor laws/ regulations / rules, safety norms, environmental norms or other statutory requirements.
- e) has deliberately indulged in construction and erection of defective works or supply of



defective materials

- f) Has not cleared previous dues to BPCL if applicable.
- g) Has committed breach of contract or has abandoned the contract.
- h) Poor performance of the Agency in one or several contracts;
- i) Has not honored the fax of award / letter of award / Contract / Purchase order after the same is issued by BPCL.
- j) Withdraws/ revises the bid upwards after becoming the L1 bidder.
- k) Has parted with, leaked or provided confidential / proprietary information of BPCL to any third party without the prior consent of BPCL.

**4.1.2. The following additional grounds can also be reasons for Holiday listing of an agency:**

- a) If a communication is received from the Administrative Ministry of the Corporation (i.e. MOP&NG) to ban Agency from dealing with the Corporation ;
- b) If the Agency Is or has become bankrupt, OR is being dissolved OR has resolved to be wound up OR if proceedings for winding up or dissolution has been instituted against the Agency;
- c) Any other ground, including transgression of Integrity Pact, which, in the opinion of the Corporation, makes it undesirable to deal with the Agency; In the case of transgression of Integrity Pact, the same should be substantiated by the verdict of the Independent External Monitor.

**4.2 Procedure:**

- 4.2.1** Proceedings for Holiday Listing shall be initiated against an Agency when a prima facie case for Holiday Listing comes up, under any of the above mentioned circumstances; before taking a decision, a fair opportunity of hearing the party should be given by means of a Show Cause notice. The show cause notice should indicate clearly and precisely the charges/misconduct which should be based on facts as can be proved as distinct from mere allegations. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the “Agency” should be asked to submit within 15 days a written statement in its defense. A proforma of Show Cause notice is attached at Annexure-I. ;
- 4.2.2** The proceedings shall start with a proposal for initiating action against the Agency, to be raised by the Procurement /User Department which, in the first instance, is to be cleared by the relevant Vendor De-listment Committee.
- 4.2.3** The proposal shall state a brief background of the case, the action proposed and all supporting documents, including a note from the Engineer / Officer In-Charge or the designated in-charge or the department responsible for execution of a work, in the case the proposal is related to the performance of a contract. A draft show cause notice is also to be attached to the proposal.
- 4.2.4** On preliminary examination of the proposal with attached documents, if the vendor delistment

committee is of the opinion that action is to be initiated against the Agency, the committee will approve the proposal along with the proposed Show Cause Notice.

- 4.2.5** Thereupon the Show Cause Notice, as approved, will be issued by the concerned Procurement / User Department. Before issuing the Show Cause Notice, concerned procurement / User department should give intimation to the Nodal Department regarding the proposed action against the Agency, along with a copy of the Show Cause notice for record. The Nodal Department, shall in turn publish this information in BPCL website for information and reference of all procuring departments across the corporation
- 4.2.6** On receipt of the explanation from the Agency, the procurement / User Department will put up the proposal for holiday listing, to the competent authority, through the vendor de-listment committee & the Nodal Department; This proposal would consist of a background of the case, copy of initiation proposal approved by vendor de-listment committee, copy of the Show Cause Notice issued and Agency's reply received and the procurement / User departments' comments on the same. The period for which holiday listing is recommended should also be clearly mentioned in the proposal. All relevant supporting documents should also be attached; In case no explanation is received from the Agency within the stipulated time, the case shall be preceded with ex-parte.
- 4.2.7** The proposal along with the reply from the Agency would be examined by the Vendor de-listment Committee; thereafter, with the recommendation from the vendor de-listment Committee, the proposal would be put up through the Nodal Department to the Competent Authority for final decision on banning or otherwise.
- 4.2.8** The competent authority, after examining all the materials on record, including the explanation from the Agency, will give their decision on the proposal. Competent Authority in its decision may:
- a) Approve the proposal for Holiday Listing as such, *OR*
  - b) Approval the proposal for holiday listing for a period higher than that was recommended, in case the competent authority is of the opinion that banning for a longer period is required in view of the gravity of the case, *OR*
  - c) Approve the proposal for holiday listing for a period lesser than that was recommended, in case the competent authority is of the opinion that lesser period would meet the requirement, considering the gravity of the case, *OR*
  - d) Reject the proposal, in case, based on explanation furnished by the Agency, the Competent Authority is of opinion that the alleged misconduct / malpractice was either not substantiated or has happened on account of circumstances on which Agency had no control.
- 4.2.9** The decision of the Competent Authority regarding Holiday Listing of business dealings should be communicated to the 'Agency' concerned, by the concerned procurement / User department. A draft proforma for intimation of Holiday Listing to Agency is at Annexure II.
- 4.2.10** The Holiday Listing process should be completed at the earliest, and in any case within 45 days from initiation of case by concerned Engineer / Officer – In-Charge /Department responsible for invitation of bids.



However, if any agency, which is under holiday listing process with BPCL, has participated in a tender by submitting bid, the department responsible for initiating the holiday listing process shall expedite completion of the same within 21 days of technical bid opening, based on which the tender can be proceeded with.

**4.2.11** Competent Authority shall decide on the period of holiday listing, on case to case basis, depending on the gravity of the case and considering the implications for BPCL on account of the Act/Omission on the part of the Agency, intentions of the Agency as established from the circumstances of the case, frequency of tendering for work of similar nature etc.

**4.2.12 Duration of Holiday Listing-** The period of holiday listing will be guided as per the following principles:

- a) A Bidder shall be debarred if he is convicted of an offence under the Prevention of Corruption Act 1988 or the Indian Penal Code or any other law for 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 for a period not exceeding 3 years.
- b) In any other case, a bidder shall be debarred for a period not exceeding 2 years.
- c) The Minimum period for which as Agency is Holiday listed should not be less than six months.

Indicative holiday listing period depending upon the nature of offence / default are given below subject to aforesaid principles:

Sr. No	Reasons for holiday listing	Period of holiday listing
1	Indulged in malpractices resulting in financial loss to the Corporation	2 years
2	Submitted fake, false or forged documents / certificates	2 years
3	has substituted materials in lieu of materials supplied by BPCL or has not returned or has unauthorisedly disposed off materials / documents / drawings / tools or plants or equipment's supplied by BPCL	2 years
4	Has deliberately violated and circumvented the provisions of labour laws/ regulations / rules, safety norms, environmental norms or other statutory requirements	2 years
5	has deliberately indulged in construction and erection of defective works or supply of defective materials	2 years
6	has not cleared BPCLs previous dues if applicable	1 year
7	has committed breach of contract or has abandoned the contract	2 years
8	Poor performance of the Agency in one or several contracts	1 year
9	has not honoured the fax of award / letter of award / Contract / Purchase order after the same is issued by BPCL	1 year
10	Withdraws/ revises the bid upwards after becoming the L1 bidder	1 year
11	has parted with, leaked or provided confidential / proprietary information of BPCL to any third party without the prior consent of BPCL	2 years
12	If the Agency Is or has become bankrupt, OR is being dissolved OR has resolved to be wound up OR if proceedings for winding up or dissolution has been instituted against the Agency	2 years
13	Transgression of Integrity Pact , which, in the opinion of the Corporation, makes it undesirable to deal with the Agency;	2 years
14	Convicted of an offence under the Prevention of Corruption Act 1988 or the Indian Penal Code or any other law for 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	3 years

**4.2.13** In cases where Holiday Listing is proposed based on advice from the Administrative Ministry, no show cause or formal decision by competent authority will be required. The Nodal Department will directly intimate the Agency that they have been placed in Holiday Listing by BPCL based on the Ministry's advice

**4.2.14 Provision for Appeal:**

- a) An agency aggrieved with the decision of the Competent Authority shall have the option of filing an appeal against the decision of the Competent Authority within a maximum of 15 days from the date of receipt of intimation of holiday listing.
- b) Any appeal filed after expiry of the above period shall not be considered by the Appellate Authority;
- c) On receipt of the Appeal from the Agency, the Appellate Authority, if it so desires, may call for comments from the Competent Authority;
- d) After receipt of the comments from the Competent Authority, the Appellate Authority, if it so desires, may also give an opportunity for personal hearing, to the Appellant Agency;
- e) After examining the facts of the case and documents available on record and considering the submissions of the Appellant Agency, the Appellate Authority may pass appropriate order by which the Appellate Authority may either:
  - i) Uphold the decision of Competent authority with or without any variation / lesser period of Holiday Listing; *OR*
  - ii) Annul the order of the Competent Authority.
- f) Appellate Authority shall pass its order within a maximum period of 45 days from the date of receipt of Appeal.
- g) Order of the Appellate Authority shall be communicated to the Agency by the Procurement Department copy of which shall be given to the Competent Authority and also to the Nodal Department as well. A draft proforma for communicating the decision of the Appellate Authority is at Annexure III.
- h) No Appeal is permitted in case an Agency is placed in Holiday List by BPCL, based on Ministry's advice.

**4.2.15 Effect of Holiday Listing**

- a) No enquiry / bid / tender shall be entertained with an Agency (including Allied Agency) as long as the 'Agency' name appears in the Holiday list.
- b) If an 'Agency' is put on the Holiday list during tendering:
  - i) If an 'Agency' is put on Holiday List after issue of the enquiry / bid / tender but before opening of the un-priced bid, the un-priced bid of the 'Agency' shall not be opened and BG/EMD, if submitted by the 'Agency' shall be returned . If an 'Agency' is put on Holiday List after un-priced bid opening but before price bid opening, the price bid of

the 'Agency' shall not be opened and BG/EMD submitted by the 'Agency' shall be returned.

- ii) If an 'Agency' is put on Holiday List after opening of price bid but before finalization of the tender, the offer of the 'Agency' shall be ignored and will not be further evaluated and the BG/EMD if any submitted by the 'Agency' shall be returned. The 'Agency' will not be considered for issue of order even if the 'Agency' is the lowest (L1). In such situation next lowest shall be considered as L1;
- iii) In case, any debarred firms has submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred firms shall be returned to them.
- iv) If contract with the 'Agency' concerned is in operation, (including cases where contract has already been awarded before decision of holiday listing) normally order for Holiday Listing from business dealings cannot affect the contract, because contract is a legal document and unless the same is terminated in terms of the contract, unilateral termination will amount to breach and will have civil consequences.
- c) In cases where holiday listing proposal has been initiated by some procurement department in the Corporation, but the process is yet to be completed and order of Competent Authority is awaited, the tendering process may be taken forward till price bid opening and after price bid opening, decision on the tender may be kept on hold till such time order of Competent Authority is issued.

## 5. Declaration by Bidders regarding Holiday Listing status:

Tenders invited for purchase of Goods and Services for both Open Tenders as well as Limited Tenders, should have the provision that the bidder should submit a declaration to the effect that they are not currently serving any Holiday Listing orders issued by BPCL or MOPNG debarring them from carrying on business dealings with the BPCL/MOPNG. Offers not accompanied with a declaration should be incorporated in rejection criteria. Any wrong declaration in this context shall make the Agency liable for action under this Holiday Listing procedure.

Bidder should submit a declaration to the effect that he has not been convicted of an offence—

- a) Under the Prevention of Corruption Act, 1988: or
- b) The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

## 6. Revocation of Holiday Listing:

### 6.1 An order for Holiday Listing once passed for a certain specified period shall be revoked as under:

#### 6.1.1 An order for Holiday Listing passed for a certain specified period shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation., Any reduction in holiday listing period due to revision in the holiday listing policy shall also be applicable to parties who are on the holiday list as on the date of



revision. The Procurement department shall suitably advise the change in holiday listing period to the respective holiday listed vendor with a copy to nodal authority.

- 6.1.2** A Holiday Listing order may, on a review during its currency of operation, be revoked by the competent authority if it is of the opinion that the disability already suffered is adequate in the circumstances of the case, and the Agency has taken appropriate action to avoid recurrence.

**7. Publishing of holiday listing information in BPCL Web-site:**

- 7.1** Once an order of Holiday Listing of an Agency is passed by a Competent Authority, the said information shall be published in the BPCL web-site, by the Nodal Department;
- 7.2** All Procurement Agencies, should before issue of tender in limited tender cases and before opening of price bids in all cases, verify with this published information that the bidder concerned is not currently serving any Holiday Listing orders issued by BPCL; suitable declarations to this effect shall be incorporated in the concerned approval notes/TEC Note.
- 7.3** All orders of revocation of holiday listing shall, immediately on revocation, be made available to the Nodal Department, who in turn shall update the information in the web-site accordingly.
- 7.4** To take cognizance of the holiday listing process in the initiation stage itself, the Nodal Department should update the information in the BPCL web site, as soon as they get intimation from the Procurement Group, along with copy of proposed show cause notice.
- 7.5** If any Communication is received from the Administrative Ministry (i.e. MOP&NG) advising banning of business dealings with any Agency, the Nodal Department should take immediate action to circulate the same to all Procurement Departments within the Corporation, update the website and also send intimation to the concerned Agency in format Ann. IV

\*\*\*\*\*

**Annexure I - Proforma of Show Cause Notice**

BY REGD. POST/SPEED POST/COURIER

No. ....

Date.....

To M/s .....

.....

Attn.: Shri .....

**Sub : Show Cause Notice**

Ref :

Dear Sir,

You are hereby required to show cause in writing within 15 days from the date hereof why you should not be placed on Holiday List and be debarred from entering into any contracts with BPCL for the following reasons:

*[Give Reason]*

Your reply (if any) should be supported by documents and documentary evidence which you wish to rely in support of your reply. Should you fail to reply to this Show Cause Notice within the time and manner aforesaid, it will be presumed that you have nothing to say and we shall proceed accordingly.

Your reply, if any, and the documents / documentary evidence given in support shall; be taken into consideration prior to arriving at a decision.

Yours faithfully,

For &amp; On behalf of BPCL.

**Annexure II - Proforma for Intimation of Holiday Listing**  
BY REGD. POST/SPEED POST/COURIER/Registered E-mail ID

No. ....

Date.....

To M/s .....

Attn.: Shri .....

**Sub: Intimation of Banning of Business Dealings / Holiday Listing**

Dear Sir,

WHEREAS our Show Cause Notice served to you dated .....WHEREAS, in spite of the opportunity given to you, you have failed to show cause as required / your reply to the show cause notice \*(and documents and documentary evidence submitted in support of your reply) has / have been duly considered;

*[Speaking Order either to agree or rebut the reply furnished by Agency – allegation wise]*

After considering the allegations made in the show cause notice/your reply to the show cause notice\*(and documents and documentary evidence furnished in support thereof) as cited above, it has been decided that business dealings with you will be banned and you are hereby debarred from entering into contracts with BPCL for *[Years/months]*, effective from the date hereof.

This order shall have the following effects:

1. No enquiry / bid / tender shall be issued to you nor will the bids submitted by you be entertained;
2. In cases where tenders have already been issued to you and price bids are yet to be opened, the price bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.
3. In cases where tenders have already been issued to you and price bids have already been opened, but final decision is pending, your quote will not be considered for further evaluation and finalization of the tender, and BG/EMD, if any, submitted by you shall be returned.
4. In case of ongoing contracts between you & BPCL, (including cases where contract has already been awarded before ..... ) you will be required to continue with the execution and perform as per terms of the contract.

In case you are aggrieved by this order, you may file an Appeal before .....(Indicate here the relevant Appellate Authority), within a maximum of 15 days from the date of receipt of this order.

You may represent your case before the Appellate Authority, along with necessary justification.

On expiry of the above period of holiday listing, you may approach.....(indicate the concerned procurement department), with request for revocation of the order mentioning inter-alia the steps taken by you to avoid recurrence of misconduct which has led to the Holiday Listing. *[Give Reasons]*

Yours faithfully,

For & On behalf of BPCL.

**Annexure III - Proforma for communication of Appellate Decision on Holiday Listing Order  
BY REGD. POST/SPEED POST/COURIER/ Registered E-mail ID**

No. ....

Date .....

To M/s .....

.....

Attn.: Shri .....

**Sub: Banning of Business Dealings / Holiday Listing- Intimation of decision of  
Appellate Authority**

Ref: 1. Order dated ..... placing M/son Holiday List by BPCL;

2. Your Appeal reference ..... Dt.....

Dear Sir,

This has reference to the order dt...placing you on Holiday List and your appeal petition reference ..... dt.... on the same.

After considering the findings of the Original Authority in order dt... , submissions made by you in your appeal, and the documents/documentary evidences available on record, it has been decided finally that :

*[either of the following\*\*\*]*

- a) There is no infirmity in the order of the Original Authority, and the allegations stand substantiated and the Holiday Listing for the period of ..... years/month from the date of order, as ordered by the original Authority is upheld,
- b) Considering your submissions, the order of Holiday Listing passed by the original authority is upheld, but with a reduction in period of holiday listing for ..... years/months from the date of order of original authority;
- c) Considering your submissions and the evidence available on record, there is enough justification to annul the order of the original authority.

*(\*\*\* Incorporate any one of the above as applicable)*

Yours faithfully,

For & On behalf of BPCL.



**Annexure IV - Format for Declaration of Holiday Listing orders issued by BPCL or MOPNG  
debaring us from carrying on business dealings with BPCL/ MOPNG**

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

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

**TENDER NO.:** .....

**TITLE OF TENDER:** .....

To,

Bharat Petroleum Corporation Ltd

Dear Sir/Madam,

I /We declare and confirm that we are currently not serving any Holiday Listing orders issued by BPCL or MOPNG debaring 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 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.

Further, I/ We declare that the Agency Is not or has not become bankrupt, OR is not being dissolved OR has not resolved to be wound up OR no proceedings for winding up or dissolution has been instituted against the Agency;

(Signature and Stamp of the Bidder)

Bidder Name:

Date :

Address

**Annexure V- Proforma for Intimation of Holiday Listing- based on Ministry's Advice  
BY REGD. POST/SPEED POST/COURIER/ Registered E-mail ID**

No. ....

Date .....

To M/s .....

..... Attn.: Shri .....

**Sub : Intimation of Banning of Business Dealings / Holiday Listing**

Ref: MOP&NG's letter ref ..... dt....., advising banning of business dealings with M/s.....

Dear Sir,

WHEREAS we have been advised by MOP&NG that all business dealings with you is to be banned and you should be placed on Holiday List for a period of .....yrs/months from.....

You are hereby informed that the business dealings with you would be banned and you are hereby debarred from entering into contracts with BPCL for .....Years/months, effective from the date hereof.

On expiry of the above period of holiday listing, you may approach.....(indicate the concerned procurement department), with request for revocation of the order mentioning inter-alia the steps taken by you to avoid recurrence of misconduct which has led to the Holiday Listing.

Yours faithfully,

For & On behalf of BPCL.

# BPCL MUMBAI REFINERY

## INTEGRATED MANAGEMENT SYSTEM POLICY

(ISO 9001:2015, 14001:2015, 45001:2018 & 50001: 2018)

We at BPCL, Mumbai Refinery in the business of receipt, storage and refining of crude oil and distribution of petroleum and petrochemical products are committed to achieve customer satisfaction by providing quality products & services and demonstrating continual improvement in our Quality, Environment, Health, Safety and Energy Performance in line with stakeholder's expectations. To achieve the above objectives, we shall:

1. Proactively anticipate risks and opportunities and address them through short- and long-term objectives, implementation plans, processes, and industrial best practices.
2. Inculcate process risk-based thinking as a core responsibility in all functions to enhance individual ownership, accountability, and performance in IMS.
3. Comply with all applicable legislations and other requirements related to our Quality, Environment, Health, Safety and Energy parameters.
4. Focus on protection of the Environment, Bio-diversity, Eco-system and restoration, Prevention of injuries and ill health, controlling energy consumption, procuring energy efficient products and services & training all employees on IMS, thereby creating a Quality, Environment, Health, Safety and energy culture.
5. Institutionalize EHS hazard and risk assessment methodologies, prevention of pollution, waste management, safe work practices and behaviors, supports design activities for Energy performance improvement and judicious usage of energy resources.
6. Maintain consistent focus on state-of-the-art technologies, asset integrity, energy efficiency, process improvements, cost reduction, Quality, Environment, Health, Safety and Energy aspects at the planning and operational levels.
7. Strengthen IMS awareness, skills and competence of our employees and business associates through consultation and participation
8. Monitor and review the suitability, adequacy, and effectiveness of our Integrated Management Systems periodically and highlight our IMS performance data to the interested parties.
9. Systematically review existing objectives, targets, and action plans.

We shall communicate this Policy to all persons working for or on behalf of the organization to encourage their participation and also make it available to the public and interested parties.

**Date:** 01<sup>st</sup> June. 2024  
**Place:** Mumbai Refinery

  
**Abhai Raj Singh Bhandari**  
Executive Director (MR)

**No.: FP-20013/24/2017-FP-PNG (E-17013)**

**Government of India**

**Ministry of Petroleum and Natural Gas  
(Flagship Programme Cell)**

\*\*\*\*

Shastri Bhawan, New Delhi

Dated 21<sup>st</sup> August, 2024

To

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

**Subject: Revised Public Procurement (Preference to Make in India) Order, 2017-  
regarding**

Sir/ Madam,

I am directed to forward revised Public Procurement (Preference to Make in India) Order, 2017 dated 19.7.2024 issued by Department for Promotion of Industries and Internal Trade (DPIIT), for information and necessary action.

Yours faithfully

*Kala*  
21/8/24  
(Kala)

Under Secretary to the Govt. of India  
Tel.: 011-23381029

Encl.: as above

**Copy to:**

- a. PPS/ PS to Secretary, P&NG
- b. PPS/ PS to AS&FA/ AS, MoPNG
- c. PPS/ PS to JS (G)/ JS(M&OR)/ JS (GP)/ JS (IC)/ JS (IFD)/ DDG, MoPNG



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

Vaniya Bhawan, New Delhi  
Dated: 19 July, 2024

To

All Central Ministries/Departments/CPSUs/All concerned

**ORDER**

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

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

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

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

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

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

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

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

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



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

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

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

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

- d. To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.
- e. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.



'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

**2A. Special treatment for items covered under PLI Scheme**

The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that item, provided the manufacturer has received incentive from the concerned PLI Ministry for the item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.

**3. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement**

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurement undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

**3.1 Mandatory sourcing of items, with sufficient local capacity and competition, from Class-I local suppliers in SI/EPC/Turnkey Contracts/Service Tenders**

a. The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/EPC/Turnkey Contracts/ Services tenders. This provision will be applicable only for those items which have been notified by the Nodal Ministry as Class I i.e. having sufficient local capacity and competition, with specific HSN codes."

b. Notwithstanding above, if in any project, it is considered that it is not practically feasible to source such items from Class I local suppliers, it may take relaxation from such stipulation with the approval of Secretary of the administrative Ministry/ Department concerned or with the approval of the Competent Authority specified by the Administrative Ministry/Department, on case-specific basis.

**3A. Purchase Preference**

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurement undertaken by procuring entities in the manner specified here under.

(b) In the procurement of goods or works, which are covered by para 3(b)



above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
  - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurement of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class -I local supplier', the contract will be awarded to L1.
  - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
  - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

**3B. Applicability in tenders where contract is to be awarded to multiple bidders-** In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a. In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b. In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
- c. If 'Class I Local suppliers' qualify for award of contract for at least



50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

- d. First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.
  - e. To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub- paras above.
4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurement where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

**4A. Exemption In sourcing of spares and consumables of closed systems:**

Procurement of spare parts, consumables for closed systems and Maintenance/ Service contracts with Original Equipment Manufacturer/Original Equipment Supplier/Original Part Manufacturer shall be exempted from this Order.

5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/'Class- II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/'Class-II local supplier' respectively.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for



display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

**9. Verification of local content:**

- a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c. The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/ Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.
- d. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
- e. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- f. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- g. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- h. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9



i below.

- i. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
  - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
  - ii. On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
  - iii. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurement are not disrupted.

**10. Specifications in Tenders and other procurement solicitations:**

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier' / 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

**d. Reciprocity Clause**

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
  - ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
  - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
  - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
  - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/



brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.

- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

**10A. Action for non-compliance of the Provisions of the Order:** In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. **Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
12. **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

14. **Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including



procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or
- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

The Administrative Department, while seeking exemption under this para, shall certify that such an item(s) has not been notified by Nodal Ministry/ Department concerned under para 3 (a) of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee:** A standing committee is hereby constituted with the following membership:  
Secretary, Department for Promotion of Industry and Internal Trade - Chairman  
Secretary, Commerce—Member  
Secretary, Ministry of Electronics and Information Technology—Member Joint  
Secretary (Public Procurement), Department of Expenditure—Member Joint  
Secretary (DPIIT)—Member-Convenor

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

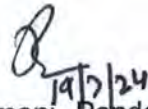
17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee
  - a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
  - b. shall annually assess and periodically monitor compliance with this Order
  - c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
  - d. may require furnishing of details or returns regarding compliance with this Order and related matters
  - e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
  - f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization

g. may consider any other issue relating to this Order which may arise.

18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1<sup>st</sup> January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(Himani Pande)

Additional Secretary to the Government of India

Tel: 011-23038888

E-mail: ashp.dpiit@gov.in

No.F.7/10/2021-PPD (1)  
Government of India  
Ministry of Finance  
Department of Expenditure  
Procurement Policy Division

264-C, North Block, New Delhi.  
23.02.2023.

**Order (Public Procurement No. 4)**

**Subject: Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017.**

Attention is invited to Order (Public Procurement No. 1) issued vide F.6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No. 2) issued vide F.6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No. 3) issued vide F.6/18/2019-PPD dated 24.07.2020, Office Memorandum (OM) No. F.18/37/2020-PPD dated 08.02.2021, OM No. F.12/1/2021-PPD(Pt.) dated 02.03.2021 and OM No. F.7/10/2021-PPD dated 08.06.2021. In this regard, the following is hereby ordered under Rule 144(xi) (as amended vide OM No. F.7/10/2021-PPD dated 23.02.2023) on the grounds stated therein, in supersession to all of the above mentioned Orders/ clarifications:

**Requirement of registration:**

2. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annexure I**.
3. Any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annexure I**.
4. The requirement of registration for cases covered by paragraph 2 above has been applicable since 23.07.2020. The requirement of registration for bidders covered by paragraph 3 above will be applicable for all procurements where tenders are issued/ published after 01.04.2023.
5. In tenders issued after 23.07.2020 or 01.04.2023, as the case may be, the provisions of requirement of registration of bidders and of other relevant provisions of this Order shall be incorporated in the tender conditions.

**Applicability:**

6. Apart from Ministries/ Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, the Order shall also be applicable



- a) to all Autonomous Bodies;
- b) to all public sector banks and public sector financial institutions;
- c) to all Central Public Sector Enterprises;
- d) to all procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings; and
- e) Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof.

7. This order will not be applicable for cases falling under **Annexure II**.

### **Definitions:**

8. "*Bidder*" for the purpose of the Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

9. "*Tender*" for the purpose of the Order will include other forms of procurement, except where the context requires otherwise.

10. "*Transfer of Technology*" means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)

11. "*Specified Transfer of Technology*" means a transfer of technology in the sectors and/ or technologies, specified in paragraph 15, occurring on or after 23.07.2020.

12. "*Bidder (or entity) from a country which shares a land border with India*" for the purpose of the Order means

- (a) An entity incorporated, established or registered in such a country; or
- (b) A subsidiary of an entity incorporated, established or registered in such a country; or
- (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- (d) An entity whose beneficial owner is situated in such a country; or
- (e) An Indian (or other) agent of such an entity; or
- (f) A natural person who is a citizen of such a country; or



- (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

13. *Beneficial owner* for the purposes of Para 12 (d) will be as under:

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

*Explanation:-*

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

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

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

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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

14. "*Agent*" for the purpose of the Order is a person employed to do any act for another, or to represent another in dealings with third persons.

[Note:

- i. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.
- ii. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

**Sensitive Sectors/ Technologies** (relevant only for the provisions on ToT arrangements):

15. (i) Certain sectors and technologies have been identified as sensitive from the national security point of view. The sectors listed in Schedule I to this Order are considered Category-I sensitive sectors. The sectors listed in Schedule II to this Order are considered Category-II sensitive sectors. The technologies listed in Schedule III are considered sensitive technologies.

(ii) For Category-I sensitive sectors, bidders with ToT arrangement in any technology with an entity from a country which shares a land border with India shall require registration.

(iii) For Category-II sensitive sectors, bidders with ToT arrangement in the sensitive technologies listed in Schedule III, with an entity from a country which shares a land border with India shall require registration.

(iv) In Category-II sensitive sectors, the Secretary (or an officer not below the rank of Joint Secretary to Government of India, so authorized by the Secretary) of the Ministry/ Department of the Government of India is empowered, after due consideration, to waive the requirement of registration for a particular item/ application or a class of items/ applications from the requirement of registration, even if included in Schedule III. The Ministry/ Department concerned shall intimate the Department for Promotion of Industry and Internal Trade (DPIIT) and National Security Council Secretariat (NSCS) of their decision to waive the requirement of registration. Ministries/ Departments of the Government of India are not required to consult the DPIIT/ NSCS before deciding and are only required to intimate the decision to DPIIT/ NSCS. If any point is raised by DPIIT/ NSCS, it should be considered in future procurements; ongoing procurement for which the waiver was granted need not be interrupted or altered.

16. Based on security considerations, a Ministry/ Department in a Category II sensitive sector or other Ministries/ Departments may recommend to DPIIT inclusion of any other technology in the list of sensitive technologies, either generally or for their Ministry/ Department.

#### **Sub-contracting in works contracts**

17. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 12 above. This shall not apply to sub-contracts already awarded on or before 23.07.2020.

[Note: Procurement of raw material, components, etc. does not constitute sub-contracting.]

## **Certificate regarding compliance**

18. An undertaking shall be taken from bidders in the tender documents (**Annexure III**) that the extant guidelines for participation in the tenders (which should include conditions for implementation of this Order) have been complied with. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment and further legal action in accordance with law.

## **Validity of registration**

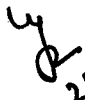
19. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

## **Government e-Marketplace (GeM)**

20. GeM shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

## **Model Clauses/ Certificates**

21. Model Clauses and Model Certificates which may be inserted in tenders/ obtained from Bidders are given at Annexure-III. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc.

  
23/02/2023  
(Kanwalpreet)  
Director(PPD)

Tel.No. 2309 3811; email: kanwal.irss@gov.in

To

1. Secretaries of all Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
2. Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect to public enterprises.
3. Secretary, Department of Financial Services with a request to immediately reiterate these orders in respect to public sector and public sector financial institutions.
4. Secretary DPIIT with a request to take action as provided under Annexure I.
5. Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi.
6. CEO/ GeM with a request to ensure implementation of this order on GeM.

**List of Category-I Sensitive sectors:**

<b>Sr.No.</b>	<b>Sector</b>
(i)	Atomic Energy
(ii)	Broadcasting/ Print and Digital Media
(iii)	Defence
(iv)	Space
(v)	Telecommunications

**List of Category-II Sensitive sectors:**

<b>Sr.No.</b>	<b>Sector</b>
(i)	Power and Energy (including exploration/ generation/ transmission/ distribution/ pipeline)
(ii)	Banking and Finance including Insurance
(iii)	Civil Aviation
(iv)	Construction of ports and dams & river valley projects
(v)	Electronics and Microelectronics
(vi)	Meteorology and Ocean Observation
(vii)	Mining and extraction (including deep sea projects)
(viii)	Railways
(ix)	Pharmaceuticals & Medical Devices
(x)	Agriculture
(xi)	Health
(xii)	Urban Transportation

**List of Sensitive Technologies:**

<b>Sr.No.</b>	<b>Sensitive Technologies</b>
(i)	Additive Manufacturing (e.g. 3D Printing)
(ii)	Any equipment having electronic programmable components or autonomous systems (e.g. SCADA systems)
(iii)	Any technology used for uploading and streaming of data including broadcasting, satellite communication etc.
(iv)	Chemical Technologies
(v)	Biotechnologies including Genetic Engineering and Biological Technologies
(vi)	Information and Communication Technologies
(vii)	Software



**Competent Authority and Procedure for Registration**

- A. The Competent Authority for the purpose of registration under this order shall be/ continue to be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)\*. [This Committee was already constituted under Order (Public Procurement) No.1].
- B. The Registration Committee shall have the following members\*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
  - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
  - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
  - iv. With effect from 01.04.2023, an officer (ordinarily not below the rank of Joint Secretary) representing the National Security Council Secretariat.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as covered by the Order.
- D. On receipt of an application seeking registration from a bidder covered by Para 2 and 3 of this order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by the Central Government and its bodies specified in para 6 of this order, but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.
- H. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will

not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.

- I. For national security reasons, the Competent Authority shall not be required to give reasons for rejection/cancellation of registration of a bidder.

[\*Note:

(i) In respect of application of the Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government. However, the requirement of political and security clearance as per para D shall remain and no registration shall be granted without such clearance.

(ii) Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

**Special Cases**

- A. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- B. This order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.
- C. This order will not apply to bidders (or entities) from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given on the website of the Ministry of External Affairs.
- D. Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, shall be exempted from the requirement of registration.

**Model Clause/ Certificate/ Undertaking to be inserted in tenders etc.**

[While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.

The conditions relating to specified ToT (as shown in italics) should be incorporated only in the tenders which attract the restrictions due to specified ToT.]

**A. Model Clauses for Tenders (including tenders issued manually or any electronic portal including GeM):**

I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. *Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.*

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -

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

IV. The beneficial owner for the purpose of (iii) above will be as under:

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

Explanation—

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

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

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

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

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

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

VI. [To be inserted in tenders for Works contracts, including Turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

VIII. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution

#### **Model Certificate for Tenders:**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I 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. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

#### **Model Certificate for Tenders for Works involving possibility of sub-contracting:**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I 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. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

***Model additional certificate by Bidders in the cases of specified ToT:***

*"I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent authority."*

OR

*"I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement."*

**B. Model Certificate for GeM (to be taken by the GeM from seller during registration on GeM. GeM should also obtain this certificate from all existing bidders as soon as possible):**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country and does not have any specified Transfer of Technology (ToT) from such a country or, if from such a country or if having specified ToT from such a country has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

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