

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



OPEN TENDER

**FABRICATION, SUPPLY & INSTALLATION OF
PRE-FAB CANOPIES FOR RETAIL OUTLETS
ALL OVER INDIA**

**TENDER CRFQ No. 1000336396
E-TENDER SYSTEM No. 62770**

**PRE BID MEETING: 27.08.2018 @11:00 HRS
DUE DATE: 10.09.2018 AT 15:00 HOURS IST**

INVITING QUOTATIONS FOR FABRICATION, SUPPLY & INSTALLATION OF PRE-FAB CANOPIES FOR RETAIL OUTLETS ALL OVER INDIA, FOR THE YEAR 2019-21. THE CONTRACT WILL BE VALID FOR TWO YEARS FROM THE DATE OF ISSUE OF CONTRACT.

FOR CLARIFICATIONS REGARDING THIS TENDER:

CONTACT	POSTAL ADDRESS	E-MAIL ID	CONTACT NO.
Varun Sharma (Proc. Officer)	Bharat Petroleum Corp. Limited, Central Procurement Org. (M),	varunsharma@bharatpetroleum.in	+91 22 24176420 +91 7045918748
Sekhar Babu PS (Proc. Leader)	A-Installation, Sewree-Fort Road, Sewree (East), Mumbai 400015	sekharbps@bharatpetroleum.in	+91 22 24176404 +91 9833676500

- Bharat Petroleum Corporation Limited is a Fortune 500 Maharatna PSU engaged in Manufacturing and Marketing of diverse range of Petroleum Products.
- BPCL intends to procure 1362-Number Canopies comprising of 305000-Square Meter Area. We are pleased to invite your bids in two parts viz. BQC & Techno-Commercial Bid (Part-A) and Price Bid (Part-B) for the period of two years from the date of issue of Contract.
- This is an e-tender. Please visit the website <https://bpcleproc.in> for participating in this tender process and submitting your Techno-commercial and Price bids online.
- Estimated required Quantity (Indicative figures):

Region	State/Location	Quantity in Square Meters
NR (11 lots)	Uttarakhand (Plain Area)	4000
	Uttarakhand / HP (Hilly Area)	3000
	Uttar Pradesh (West)	15000
	Uttar Pradesh (East)	15000
	Rajasthan-1 (Jaipur/ Kota)	8000
	Rajasthan-2 (Jodhpur/ Udaipur)	7000
	Punjab, Haryana, Delhi	15000
	Himachal Pradesh- Plane Area	3000
	Jammu & Kashmir- Plane Area	4000
	Jammu & Kashmir- Hilly Area	2000
	Jammu & Kashmir, Himachal Pradesh, Uttara Khand (Snow prone area)	2500
NORTHERN REGION TOTAL		78500
ER (9 lots)	Bihar	14000
	Jharkhand	10000
	Orissa	13000
	West Bengal	12000
	Sikkim & WB Hilly area (New Jalpaiguri Territories)	4000
	Arunachal/ Nagaland/ Mizoram/ Manipur	4000
	Tripurar, Meghalya	3000

Region	State/Location	Quantity in Square Meters
	Assam	15000
	Hilly areas of West Bengal, Sikkim (Snow Prone canopy)	1500
EASTERN REGION TOTAL		76500
SR (8 lots)	Kerala	6000
	Andhra Pradesh	12000
	Telangana	13000
	Tamilnadu / Pondechery-1 (Chennai/ Trichy/ Madurai Territories)	17000
	Tamilnadu / Pondechery-2 (Coimbtore/ Karur & Trinuvelli Territories)	18000
	Karnataka-1 (Belgaum & Gulbarga Territories)	8000
	Karnataka-2 (Mangalore/ Mysore & Bangalore Territories)	10000
	Hilly Areas in Tamilnadu (Snow Prone canopy)	500
SOUTHERN REGION TOTAL		84500
WR (8 Lots)	Maharahstra-1 (Mumbai/ Thane/ Pune/ Goa-Maharashtra Part Territories)	8000
	Maharahstra-2 (Nagpur/ Manmad/ Solapur/ Ahmednagar Territories)	10000
	Gujarat	15000
	Madhya Pradesh-1 (Bhopal & Gwalior Territories)	10000
	Madhya Pradesh-2 (Indore & Jabalpur Territories)	5000
	Chhattisgarh	13000
	Goa	4000
	Hilly Areas in Maharashtra (Snow Prone canopy)	500
WESTERN REGION TOTAL		65500
TOTAL REQUIREMENT QUANTITY IN SQUARE METERS		305000

NOTE: Above figures are indicative only, however actual quantity may increase or decrease, as per actual demand.

The attached tender document consists of the following:

PART A: TECHNO-COMMERCIALBID (OTHER THAN PRICE BID)

- Annexure-I** : General Instructions to bidders for E-Tendering
- Annexure-II** : Bid-Qualification Criteria
- Annexure-III** : General Purchase Conditions with Format of Performance Bank Guarantee
- Annexure-IV** : Special Purchase Conditions
- Annexure-V** : Technical Specifications
- Annexure-VI** : Scope of inspection with List of approved TPIAs & QAP
- Annexure-VII** : Safe practices at Erection sites
- Annexure-VIII** : Other relevant document to be signed and uploaded or filled online

Information pertaining to Techno-commercial & other details, and Relationship with Directors shall have to be submitted online. The Vendors should also be in a position to produce further information as and when required by BPCL.

BPCL, at its discretion reserves the right to verify/ re-verify the information submitted and inspect the manufacturer facilities to confirm the data submitted/ capabilities.

PART B: PRICE BID

Vendors have to submit Price Bids online.

This tender comprises of 36 lots as indicated in Sr.no.4 above. Vendors have the option of quoting for one Lot or more than one Lot in the tender. Offers would be evaluated on lowest total landed price basis. Bidder can quote for more than one lot, however, no single bidder will be allocated job for more than 89600 sqm of canopies. [for details on evaluation methodology please refer Special Purchase condition]

5. Vendors shall also have to essentially sign an Integrity Pact (IP) for participating in this tender, as mentioned in **Annexure-IX**.
6. All the tender documents, annexures, techno-commercial details & other details, and Price Bids shall be required to be digitally signed with a Class-IIB or above digital signature by the authorized signatory. The authorized signatory shall be:
 - (a) Proprietor in case of proprietary concern.
 - (b) Authorized partner in case of partnership firm.
 - (c) Director, in case of a limited company, duly authorized by its board of directors to sign.

If for any reason, the proprietor or the authorized partner or director as the case may be, are unable to digitally sign the document, the said document should be digitally signed by the constituted attorney having full authority to sign the tender document and a scanned copy of such authority letter as also the power of attorney (duly signed in the presence of a Notary public) should be uploaded with the tender.

7. Online submission of the tender under the digital signature of the authorized signatory shall be considered as token of having read, understood and totally accepted all the terms and conditions.
8. Earnest Money Deposit (EMD): EMD of **Rs. 10,00,000 (Rupees Ten Lakhs only)** is required to be submitted if applicable in physical form (by the way of crossed A/c P ayee Demand Draft drawn on any Nationalized or scheduled bank in favour of M/s. Bharat Petroleum Corporation Limited and payable at Mumbai) at our office in a sealed cover addressed to Procurement Leader (Group-4), with following boldly super-scribed on the outer cover. Vendors can submit the EMD in form of BG with validity period of 6 months.
 - CRFQ number
 - Item
 - Closing date/ Time
 - Name of the Vendor

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

**Central Procurement Organization (CPO),
Bharat Petroleum Corporation Limited
A-Installation, Sewree-Fort Road,
Sewree (East), Mumbai-400015**

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

EXEMPTION FROM EARNEST MONEY DEPOSIT:

Micro and Small Enterprises registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.

Vendor has to upload the necessary documents as mentioned above to claim exemption for Earnest Money Deposit.

9. **EMD FOREFEITURE & RETURN:** EARNEST MONEY DEPOSIT WILL BE FORFEITED IN THE EVENT OF:
 - (a) Withdrawal of offer while the offer is under consideration during the offer validity period.

- (b) Vendor not accepting our Purchase Order, if placed without prejudice to our rights to recover damages on account of breach of contract.
- (c) Non-confirmation of acceptance of order within the stipulated time after placement without prejudice to our rights to recover damages on account of breach of contract.
- (d) Any unilateral revision made by the vendor during the validity period of the offer.

EMD of Rs. 10,00,000 shall be returned on finalization of the order. No interest on this EMD is payable. **However, the successful vendor's EMD will get converted to security deposit. No further amount is to be paid on account of security deposit. In case of MSEs, it is to be submitted within 15 days of award of Contract.**

Pre-bid meeting for the tender will be held on 27.08.2019 (11:00 hrs onwards) at the following address:

**Central Procurement Organization (CPO), Bharat Petroleum Corporation Limited
A-Installation, Sewree-Fort Road,
Sewree (East), Mumbai-400015**

10. Your bid should be submitted online on or before the due date & time.
11. The Vendors who are already enlisted and doing similar jobs with BPCL also need to apply afresh.
12. The vendors who are currently on BPCL s Holiday List will not be considered.
13. BPCL reserves the right to accept any offer in whole or part or reject any or all offers without assigning any reason. BPCL is also not bound to accept the lowest Bid.
14. If BPCL is unable to evaluate any offer for want of information, such offer will not be considered.
15. BPCL reserves the right to change the quantity (increase/ decrease) tendered.
16. BPCL(s) decision on any matter regarding short listing of Vendors shall be final and any applicant shall not enter into any correspondence with BPCL unless asked for.
17. BPCL reserves the right to accept/ reject any or all the Bids at their sole discretion without assigning any reason thereof including incomplete information, past performance with other companies etc.,
18. BPCL will evaluate the proposal based on the data/ documents provided by vendor and data/ information available with BPCL.
19. Forming Cartel and quoting rates in groups would disqualify the supplier.
20. Bids submitted after the due date and time as mentioned above, or not in the prescribed format is liable to be rejected. BPCL does not take any responsibility for any delay in submission of online bids due to connectivity problem or non-availability of site and/ or other documents to be uploaded on line. No claims on this account shall be entertained.
21. Based on the information and documents submitted, the parties who are found to be techno- commercially eligible shall qualify for the next round of the tender viz. price bid. The results of this qualification round shall be intimated to the vendor by e-mail.

22. For e-tender related queries please contact: In case of any clarification pertaining to E-Procurement Process, the vendor may contact M/s. E-procurement Technologies representatives on Contact Numbers and E-Mail Ids, as appended below.

Contact	E-Mail ID	Contact No.
Sapkale Harshal	mumbai.support@abcprocure.com	+91 22 24176419
E-Procurement Technologies Limited, Ahmadabad, Kolkata, Delhi	mumbai.support@eptl.in support@bpcleproc.in	079 68136861 033 24293447 0120 2474951

23. In case of duplication of any clause given in this document and General Purchase Conditions, clauses given in this Annexure are treated to be valid.

24. For clarifications, if any, please feel free to contact the undersigned on any working day between 10:00 am to 4:00pm.

Thanking you.

Yours faithfully,

for **BHARAT PETROLEUM CORPORATION LIMITED**

Sd/-

Sekhar Babu P S
Procurement Leader

ANNEXURE-I: 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://bpclproc.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://bpclproc.in>.
2. For registration on the e-tender site <https://bpclproc.in>, you can be guided by the "Instructions to Vendors" 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 e-mail 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. 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 us by mail to the vendor administrator vendoradmin@bpclproc.in with a copy to support@bpclproc.in 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 IIB 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.

In case any vendor so desires, he may contact our e-procurement service provider M/s. E-Procurement Technologies Limited, Ahmadabad, Kolkata & Delhi (Contact No.: 079 68136861, 033 24293447 & 0120 2474951) for obtaining the digital signature certificate.

4. Corrigendum/ amendment, if any, shall be notified on the site <https://bpclproc.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. Price bid of only those vendors shall be opened whose Techno-Commercial bid is found to be acceptable to us. The schedule for opening the price bid shall be advised separately.
6. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
 - (a) Vendors are advised to log on to the website (<https://bpclproc.in>) and arrange to register themselves at the earliest, if not done earlier.
 - (b) 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.
 - (c) 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. 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. In case vendor is not able to complete the submission of the changed/revised 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.
 - (d) 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.
 - (e) 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.
 - (f) No manual bids/offers along with electronic bids/offers shall be permitted.

7. For tenders whose estimated procurement value is more than Rs. 10-Lacs, 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.
8. 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.
9. 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.
10. Singular and Plural: In these tender 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.
11. Techno-commercial bid (consisting of all the attached tender documents, Techno-commercial Form and Declaration Form) and Price bid as well as the Integrity Pact duly signed, witnessed and uploaded (as mentioned in clause (16) below) shall form the part of the tender. Both the techno-commercial bid and the price bid will be online only. Only EMD is exception to this rule, which will have to be submitted in envelope.
12. Bidders are requested to accept the Integrity Pact (IP) document by signing it. This document is essential & binding. Bidder’s failure to accept the IP document shall result in the bid not being considered for further evaluation.
13. All the supporting documents should be legible and duly signed, stamped and attested by the authorized signatory as specified in clause (17) below, before uploading them online.
14. Techno-commercial bid and price bid shall be required to be digitally signed with a class IIB or above digital signature by the authorised signatory. The authorized signatory shall be:
 - (a) Proprietor in case of proprietary concern.
 - (b) Authorised partner in case of partnership firm.
 - (c) Director, in case of a limited Company, duly authorized by its board of directors to sign.

If for any reason, the proprietor or the authorised partner or director as the case may be are unable to sign the document, the said document should be signed by the constituted attorney having full authority to sign the tender document and copy of such authority letter as also the power of attorney, duly signed in the presence of a Notary public should be submitted online with the bid.

15. Bidder to Obtain His Own Information:

The bidder in fixing rate shall for all purposes whatsoever be deemed to have himself independently obtained all necessary information for the purpose of preparing his tender. The bidder shall be deemed to have examined the tender 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 bidder from executing the work comprised in the contract according to the 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.

Any neglect or failure on the part of the bidder 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.

ANNEXURE-II: BID-QUALIFICATION CRITERIA

THE BID QUALIFICATION CRITERIA FOR THE TENDER IS AS FOLLOWS:

I. TECHNICAL CRITERIA:

(A) ESTABLISHED FABRICATOR:

Bidder should be an established fabricator of pre-fab canopies of 4.5~6.5 meters height, involving fabrication of steel structure, columns, & not a trader or agent of fabricator.

DOCUMENTS REQUIRED:

The certificate from approved TPIA establishing and certifying the above after a visit to bidder's factory / fabrication site. The certificate shall be from TPIAs which are accredited under "NABCB accredited bodies as per requirement of ISO/IEC 17020 as Type A" in QCI's NABCB website:

(nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php) as on due date of bid submission, establishing and certifying point mentioned above.

(B) SUPPLYING CAPACITY:

The bidder should have fabricated & installed at least 4480 sqm of canopies, during any continuous 12 months period in the last 7 years ending on last day of the month previous to the one in which tender is invited, from the works from where they intend to supply prefab canopies against this tender.

DOCUMENTS REQUIRED:

(a) List of invoices of any continuous 12 months period in the last 7 years ending on last day of the month previous to the one in which tender is invited with the corresponding Purchase Orders totaling to at least 4480 sq.mt. of canopies of height approx 4.5~6.5 Meters. The price part of the documents can be blanked out if the bidder so desires.

(b) The certificate from TPIA which are accredited for verification of documents under "NABCB accredited bodies as per requirement of ISO/IEC 17020 as Type A" in QCI's NABCB website:
(nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php) as on due date of bid submission, establishing and certifying point 2-(a) above.

The certificate should be in the following format:

Sr.	Invoice No.	Invoice date	Quantity supplied (nos.)	Sold-to-party	Purchase order no. issued by the buyer

II. FINANCIAL CRITERIA:

(a) The bidder should have achieved a minimum average annual financial turnover of **Rs 2.48 Crore** as per their Audited Financial Results (Balance Sheet and Profit & Loss Account) in the last three accounting years prior to due date of bid submission.

(b) Net worth: Net worth of the bidder should be positive in the last financial year. Net worth is defined as CAPITAL+RESERVES & SURPLUS.

DOCUMENTS REQUIRED:

(a) Audited Balance Sheets and Profit & Loss accounts of the bidder for the previous three financial accounting years prior to the due date of bid submission (English language only)

(b) A certificate from an approved TPIA verifying the Audited Balance Sheet and Profit & Loss Account statements. The certificate shall be from TPIAs which are accredited for verification of documents under "NABCB accredited bodies as per requirement of ISO/IEC 17020 as Type A" in QCI's NABCB website as on due date of bid submission.
nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php

III. DECLARATIONS BY THE BIDDER:

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

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

ANNEXURE-III: GENERAL PURCHASE CONDITIONS WITH FORMAT OF PERFORMANCE BANK GUARANTEE

The following conditions shall be applicable for all procurement unless specifically mentioned in the Special Purchase Conditions.

I N D E X:

1. DEFINITIONS
2. REFERENCE FOR DOCUMENTATION
3. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER
4. LANGUAGE OF BID
5. PRICE
6. TAXES AND DUTIES
7. INSPECTION
8. SHIPPING
9. INDIAN AGENT COMMISSION
10. ORDER AWARD/ EVALUATION CRITERIA
11. CONFIRMATION OF ORDER
12. PAYMENT TERMS
13. GUARANTEE/ WARRANTY
14. PERFORMANCE BANK GUARANTEE
15. PACKING & MARKING
16. DELIVERY
17. UNLOADING AND STACKING
18. TRANSIT INSURANCE
19. VALIDITY OF OFFER
20. DELIVERY DATES AND PRICE REDUCTION SCHEDULE
21. RISK PURCHASE CLAUSE
22. FORCE MAJEURE CLAUSE
23. ARBITRATION CLAUSE
24. INTEGRITY PACT (IP)
25. RECOVERY OF SUMS DUE
26. CONFIDENTIALITY OF TECHNICAL INFORMATION
27. PATENTS & ROYALTIES
28. LIABILITY CLAUSE
29. LIMITATION OF LIABILITY FOR GOODS PROCUREMENT
30. COMPLIANCE OF REGULATIONS
31. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT
32. NON-WAIVER
33. NEW& UNUSED MATERIAL
34. PURCHASE PREFERENCE CLAUSE
35. CANCELLATION
36. ANTI –COMPETITIVE AGREEMENTS/ABUSE OF DOMINANT POSITION
37. ASSIGNMENT
38. GOVERNING LAW
39. AMENDMENT
40. 40 NOTICES
41. POLICY FOR HOLIDAY LISTING OF VENDORS IN BPCL
42. ORDER OF PRECEDENCE FOR PURCHASES
43. TERMINATION FOR CONVENIENCE

GENERAL PURCHASE CONDITIONS

1. DEFINITIONS:

The following expressions used in these terms and conditions and in the purchase order shall have the meaning indicated against each of these:

- 1.1. **OWNER:** Owner means Bharat Petroleum Corporation Limited (a Government of India enterprise), a Company incorporated in India having its registered office at Bharat Bhavan, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai 400038 and shall include its successors and assigns (hereafter called BPCL as a short form).
- 1.2. **VENDOR:** Vendor means the person, firm or the Company/ Corporation to whom this Request for quotation (RFQ)/purchase order is issued and shall include its successors and assigns.
- 1.3. **INSPECTOR:** Person/ agency deputed by BPCL for carrying out inspection, checking/testing of items ordered and for certifying the items conforming to the purchase order specifications..
- 1.4. **GOODS/ MATERIALS:** means any of the articles, materials, machinery, equipments, supplies, drawing, data and other property and all services including but not limited to design, delivery, installation, inspection, testing and commissioning specified or required to complete the order.
- 1.5. **SITE/ LOCATION:** means any Site where BHARAT PETROLEUM CORPORATION LIMITED desires to receive materials anywhere in India as mentioned in RFQ.
- 1.6. **"RATE CONTRACT"** means the agreement for supply of goods/ materials between Owner and Vendor, for a fixed period of time (i.e till validity of Rate Contract, with no commitment of contractual quantity) on mutually agreed terms and conditions. The actual supply of goods/ materials shall take place only on issue of separate purchase orders for required quantity as and when required by Owner.
- 1.7. **"FIRM PROCUREMENT"** means the agreement between the parties for mutually agreed terms and conditions with commitment of Quantity Ordered.

2. REFERENCE FOR DOCUMENTATION:

- 2.1. The number and date of Collective Request for Quotation (CRFQ) must appear on all correspondence before finalization of Rate Contract / Purchase Order.
- 2.2. After finalization of Contract / Purchase Order: The number and date of Rate Contract/ Purchase Order must appear on all correspondence, drawings, invoices, dispatch advices, (including shipping documents if applicable) packing list and on any documents or papers connected with this order.
- 2.3. In the case of imports, the relevant particulars of the import Licence shall be duly indicated in the invoice and shipping documents as well as on the packages or consignments.

3. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:

The right to accept the tender will rest with the Owner.

4. LANGUAGE:

The Bid and all supporting documentation and all correspondence whatsoever exchanged by Vendor and Owner, shall be in English language only.

5. PRICE:

Unless otherwise agreed to the terms of the RFQ, price shall be:
Firm and no escalation will be entertained on any ground, except on the ground of statutory levies applicable on the tendered items.

6. TAXES AND DUTIES:

All vendors shall have VAT / CST/GST/Service tax registration in the concerned State and vendor shall quote their TIN number in the quotation.

6.1. EXCISE DUTY:

6.1.1. Excise duty extra as applicable at the time of delivery within scheduled delivery period will be payable by BPCL against documentary evidence. Vendor shall mention in their offer, the percentage of excise duty applicable at present. Any upward variation in excise duty rates, beyond the contractual delivery period, shall be to vendor's account.

6.1.2. In case Excise Duty is not applicable at present: Excise duty due to change in turn over is not payable. If applicable in future, the same will be borne by vendor.

6.1.3. Owner shall take CENVAT Credit on the material supplied for both excise duty and cess component and accordingly Excise duty / Cess should be quoted separately wherever applicable.

Vendor shall ask the transporter of the goods to hand over the copy of excise invoice (transporter's copy) at the time of delivery of goods at owner's site.

6.2. SALES TAX/ VAT/GST:

6.2.1. Sales Tax as applicable at the time of delivery within scheduled delivery period will be payable by BPCL. Vendor shall give details of local sales tax and/ or central sales tax currently applicable in their offer. The rates applicable for "CST without form C", "CST with form C" and "VAT" shall be clearly indicated.

6.2.2. Input VAT Credit may be claimed by BPCL, wherever applicable. Vendor shall submit the TAX invoice.

6.3 SERVICE TAX: All vendors shall have service tax registration wherever applicable. BPCL may also claim CENVAT Credit on service tax. The vendor should quote service tax separately, if applicable. Vendor shall submit the TAX invoice. Vendor is required to furnish serially numbered and signed invoice / bill / challan containing the following details:

Name, address and registration number of the service provider
Name and address of person receiving taxable service
Description, classification and value of taxable service provided
Service Tax Payable

6.4 FREIGHT AND OCTROI:

6.4.1 Freight: Firm freight charges to be quoted as indicated in the Tender documents. Freight shall be payable after receipt of the Material(s) at the site, unless otherwise specified.

6.4.2. Octroi and entry taxes, if any, shall be invoiced separately and shall be re-imbursed by BPCL at actuals after receipt of the Material(s) at the Site against the submission of original documentary evidence for proof of payment of the related octroi and entry taxes, as the case may be.

6.5. NEW STATUTORY LEVIES:

All new statutory levies leviable on sale of finished goods to owner, if applicable are payable extra by BPCL against documentary proof, within the contractual delivery period.

6.6 VARIATION IN TAXES/ DUTIES:

Any increase/decrease in all the above mentioned statutory levies on the date of delivery during the scheduled delivery period on finished materials will be on BPCL's account. Any upward variation in statutory levies after contractual delivery date shall be to vendor's account.

6.7 INCOME TAX (WITHHOLDING TAX):

In the case of availment of services from Non Resident Vendors who are claiming benefits offered under the Double Taxation Avoidance Agreements signed by India with the Government of the other country (i.e. the country of the Vendor), such Non Resident Vendors are required to provide the Tax Residency Certificates at the time of submission of Bid documents. The Tax Residency Certificates shall contain the following details:

- a) Name of Vendor (assessee);
- b) Status (Individual, Company, firm etc.) of assessee;
- c) Nationality (in case of individual);
- d) Country or specified territory of incorporation or registration (in case of others);
- e) Assessee 's tax identification number in the country or specified territory of residence or in case 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;
- f) Residential status for the purpose of tax;
- g) Period for which the certificate is applicable; and
- h) Address of the applicant for the period for which the certificate is applicable.

The Tax Residency Certificate shall be duly verified by the Government of the Country or the specified territory of the assessee of which the assessee claims to be a resident for the purposes of tax.

7. INSPECTION:

- 7.1. Materials shall be inspected by BPCL approved third party inspection agency if applicable before dispatch of materials. However, arranging and providing inspection facilities is entirely vendor's responsibility and in no way shall affect the delivery schedule.
- 7.2. Scope of Inspection shall be as per RFQ. Our registered third party inspection agencies are SGS/ GLISPL/ IRS/ DNV/ LRIS/ EIL/ TATA Projects/ PDIL/ ULIPL/ RITES LTD/ ITSIPL as amended time to time unless otherwise specified in the Special Purchase Conditions.
- 7.3. Unless otherwise specified, the inspection shall be carried out as per the relevant standards/ scope of inspection provided alongwith the Tender Enquiry/Purchase Order.
- 7.4. BPCL may, at its own expense, have its representative(s) witness any test or inspection. In order to enable BPCL's representative(s) to witness the tests/ inspections. BPCL will advise the Vendor in advance whether it intends to have its representative(s) be present at any of the inspections.
- 7.5. Even if the inspection and tests are fully carried out, the Vendor shall not be absolved from its responsibilities to ensure that the Material(s), raw materials, components and other inputs are supplied strictly to conform and comply with all the requirements of the Contract at all stages, whether during manufacture and fabrication, or at the time of Delivery as on arrival at site and after its erection or start up or consumption, and during the defect liability period. The inspections and tests are merely intended to prima-facie satisfy BPCL that the Material(s) and the parts and components comply with the requirements of the Contract. The Vendor's responsibility shall also not be anywise reduced or discharged because BPCL or BPCL's representative(s) or Inspector(s) shall have examined, commented on the Vendor's drawings or specifications or shall have witnessed the tests or required any chemical or physical or other tests or shall have stamped or approved or certified any Material(s).
- 7.6. Although material approved by the Inspector(s), if on testing and inspection after receipt of the Material(s) at the location, any Material(s) are found not to be in strict conformity with the contractual requirements or specifications, BPCL shall have the right to reject the same and hold the Vendor liable for non-performance of the Contract.

8. SHIPPING:

8.1 SEA SHIPMENT:

All shipment of materials shall be made by first class direct vessels, through the chartering wing, Ministry of Surface Transport as per procedure detailed hereunder. The Foreign Supplier shall arrange with Vessels Owners or Forwarding Agents for proper storage of the entire Cargo intended for the project in a specific manner so as to facilitate and to avoid any over carriage at the port of discharge. All shipment shall be under deck unless carriage on deck is unavoidable.

The bills of lading should be made out in favour of 'Bharat Petroleum Corporation Limited or order'.

All columns in the body of the Bill of Lading namely marks and nos., material description, weight particulars etc., should be uniform and accurate and such statements should be uniform in all the shipping documents. The freight particulars should mention the basis of freight tonnage, heavy lift charges, if any, surcharge, discount etc. clearly and separately. The net total freight payable shall be shown at the bottom.

SHIPPING DOCUMENTS:

All documents viz. Bill of Lading, invoices, packing list, freight memos, country of origin certificates, test certificate, drawings and catalogues should be in English language.

In addition of the bill of lading which should be obtained in three stamped original plus as many copies as required, invoices, packing list, freight memos, (if the freight particulars are not shown in the bills of lading), country of origin certificate, test/ composition certificate, shall be made out against each shipment in as many number of copies as shown below.

The bill of lading, invoice and packing list specifically shall show uniformly the mark and numbers, contents case wise, country of origin, consignees name, port of destination and all other particulars as indicated under clause 2. The invoice shall show the unit rates and net total F.O.B. prices. Items packed separately should also be invoiced and the value shown accordingly. Packing list must show apart from other particulars actual contents in each case, net and gross weights and dimensions, and the total number of packages. All documents should be duly signed by the Vendor's authorised representatives.

In the case of FOB orders, shipping arrangements shall be made by the Chartering Wing of the Ministry of Surface Transport, New Delhi through their respective forwarding agents. The names and addresses of forwarding agents shall be as per Special Purchase Conditions. Supplier shall furnish to the respective agents the full details of consignments such as outside dimension, weights (both gross and net) No of packages, technical description and drawings, name of supplier, ports of loading, etc. 6-weeks notice shall be given by the supplier to enable the concerned agency to arrange shipping space.

The bill of lading shall indicate the following:

Shipper: Government of India

Consignee: Bharat Petroleum Corporation Limited

In case of supplies from USA, Export Licences, if any required from the American Authorities shall be obtained by the U.S. Suppliers. If need be assistance for obtaining such export licences would be available from India Supply Mission at Washington.

8.2 AIRSHIPMENT:

In case of Airshipment, the materials shall be shipped through freight consolidator (approved by us). The airway bill shall be made out in favour of BHARAT PETROLEUM CORPORATION LIMITED.

TRANSMISSION OF SHIPPING DOCUMENTS: Foreign Supplier shall obtain the shipping documents in seven complete sets including three original stamped copies of the Bill of Lading as quickly as possible after the shipment is made, and airmail as shown below so that they are received at least three weeks before the Vessels arrival. Foreign Supplier shall be fully responsible or any delay and/ or demurrage in clearance of the consignment at the port due to delay in transmittal of the shipping documents.

If in terms of letter or otherwise, the complete original set of documents are required to be sent to BPCL through Bank the distribution indicated below will confine to copies of documents only minus originals.

<u>Documents</u>	<u>BPCL (Mumbai)</u>
Bill of Lading	4 (including 1 original)
Invoice	4
Packing List	4

Freight Memo	4
Country of Origin Certificate	4
Third party inspection certificate	4
Drawing	4
Catalogue	4
Invoice of Third Party	4

for inspection charges whenever applicable.

9. INDIAN AGENT COMMISSION:

Any offer through Indian agents will be considered only after authorization mentioning them as Indian agents, is received from Vendor. Indian agents commission if applicable will be payable only in Indian currency. Indian agents should be registered with Directorate General of Supplies and Disposals, Government of India and agency commission will be payable only after registration with DGS&D, New Delhi.

10. ORDER AWARD/ EVALUATION CRITERIA:

Unless otherwise specified, Order award criteria will be on lowest quote landed price basis. Landed price will be summation of Basic Price, Packing & Forwarding Charges, Excise Duty, Sales Tax, Freight, Inspection, Octroi, Supervision of Installation & Commissioning and other taxes & levies, loading etc, if any, reduced by cenvat/vat credit as applicable.

11. CONFIRMATION OF ORDER:

The vendor shall acknowledge the receipt of the purchase order within 10 days of mailing the same. The vendor shall sign, stamp the acknowledgement copy of the purchase order and return the same to BPCL.

12. PAYMENT TERMS:

12.1. Unless otherwise specified, 100% payment shall be made within 30 days from date of receipt and acceptance of materials at Site against submission of Performance Bank Guarantee (PBG) for 10% of basic order value if PBG is applicable for the tender.

12.2. In the case of imports, payment will be made on submission of original documents directly to Owner (Telegraphic Transfer-TT) or through Bank (Cash against documents-CAD) or through Irrevocable Letter of Credit.

12.3. Unless otherwise mentioned, the specified documents (All documents listed below (one original and two copies) should be submitted to originator of P.O. (the name and contact details of whom are given in PO) and payments for despatches will be made by the originator of Purchase Order :

- a) Invoice
- b) Excise invoice
- c) The Lorry Receipt of the consignment
- d) Packing list for the consignment
- e) Third Party Inspector's Certificate covering the invoiced Material(s)/ Release Note, wherever applicable
- f) Manufacturers Test/Composition Certificate, wherever applicable
- g) Drawing(s)/Catalogue(s) covering the Material(s), wherever applicable
- h) Guarantee/Warranty Certificate(s), wherever applicable.
- i) Original Receipt for Octroi/other statutory levies as applicable.
- j) Performance Bank Guarantee as applicable.

13. GUARANTEE/ WARRANTY:

13.1. Materials shall be guaranteed against manufacturing defects, materials, workmanship and design for a period of 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier. Warranty for replacement of material / accessories should be provided free of charges at our premises. The above guarantee/warranty will be without prejudice to the certificate of inspection or material receipt note issued by us in respect of the materials. 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.

- 13.2. All the materials including components and sub contracted items should be guaranteed by the vendor within the warranty period mentioned above. In the event of any defect in the material, the vendor will replace / repair the material at BPCL's concerned location at vendor's risk and cost on due notice.
- 13.3. In case, vendor does not replace / repair the material on due notice, rejected material will be sent to the vendor on "Freight to pay" basis for free replacement. Material after rectification of defects shall be dispatched by the vendor on "Freight Paid" basis. Alternatively, BPCL reserves the right to have the material repaired / replaced at the locations concerned, at the vendor's risk, cost and responsibility.
- 13.4. The Vendor shall provide similar warranty on the parts, components, fittings, accessories etc. so repaired and / or replaced.

14. PERFORMANCE BANK GUARANTEES:

- 14.1. Vendor will have to provide Performance Bank Guarantee for 10% of the basic value of purchase order unless otherwise specified. This bank guarantee shall be valid (shall remain in force) for guarantee period (as mentioned in the guarantee clause), with an invocation period of six months thereafter. In the case of Indigenous vendors, the Performance Bank Guarantee shall be given on a non-judicial stamp paper of appropriate value (currently Rs 100). PBG format is as per Annexure-I.

In case, PBG is not provided by the Vendor, 10% of the basic value shall be retained in lieu of PBG, till the expiry of guarantee and claim period.

In the case of imports, the Supplier shall furnish the Performance Bank Guarantee (as per Annexure-I) through the following:

- (a) Branches of Indian scheduled banks operating in their Country.
- (b) Foreign bank operating in their Country which is counter guaranteed by branches of Indian scheduled banks operating in their Country/ India.
- (c) Indian branches of foreign banks.
- (d) Foreign bank operating in their Country counter guaranteed by their Indian branch.

However, in respect of (c) and (d) above, the Indian branch of foreign banks should be recognized as scheduled bank by Reserve Bank of India.

- 14.2. If Vendor wants to submit the PBG at Contract level to avoid multiple number of PBG (i.e. PBG issued against every purchase/ call off order) then the validity of PBG will be calculated as mentioned below:
 - 14.2.1. Validity of PBG = Rate Contract Issue Date (Start Date of Rate Contract) + Rate Contract Period (validity of Rate Contract) + Contractual Delivery Period of material + Contractual Guarantee period + 6 month (for invocation / Claim).

15. PACKING & MARKING:

15.1 PACKING:

- 15.1.1 Packing shall withstand the hazards normally encountered with the means of transport for the goods of this purchase order including loading and unloading operation both by crane and by pushing off.

In the case of imports, all equipments/ materials shall be suitably packed in weather proof, seaworthy packing for ocean transport under tropical conditions and for rail or road or other appropriate transport in India. The packing shall be strong and efficient enough to ensure safe preservation upto the final point of destination.

Raw/Solid wood packaging material of imported items has to be appropriately treated & marked as per International Standard of Phytosanitary Measures (ISPM-15") for material originating from the contracting countries to the International Plant Protection Convention or the members of Food & Agriculture Organization. Material from non-contracting parties would have to be accompanied by a phytosanitary certificate of the

treatment endorsed. The Custom Officer at Indian Port shall not release the material without appropriate compliance of the above provisions w.e.f. 01.11.2004.

- 15.1.2 The packing specification incorporated herein are supplementary to the internal and external packing methods and standards as per current general rules of J.R.A. Good Tariff Part-I. All packaging shall be done in such a manner as to reduce volume as much as possible.
- 15.1.3 Fragile articles should be packed with special packing materials depending on the type of Materials and the packing shall bear the words "HANDLE WITH CARE GLASS FRAGILE, DON'T ROLL THIS END UP. THIS END DOWN," to be indicated by arrow.
- 15.1.4 Chemicals in powder form, catalyst, refractories and like materials etc. shall be packed in drums, cans and tins only. However, Catalyst may be supplied in Jumbo bags.
- 15.1.5 The hazardous materials shall be packed in accordance with the applicable rules, regulations and tariff of all cognizant Government Authorities and other Governing bodies. It shall be the responsibility of the seller of hazardous materials to designate the material as hazardous and to identify each material by its proper commodity name and its hazardous material class code.
- 15.1.6 All packages requiring handling by crane should have sufficient space at appropriate place to put sling of suitable dia (strength). Iron/Steel angle should be provided at the place where sling marking are made to avoid damage to package/ equipment while lifting.
- 15.1.7 Item shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural members etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping.

In the case of imports, for bundles the shipping marks shall be embossed on metal or similar tag and wired securely on each end.

- 15.1.8 All delicate surfaces on equipment/ materials should be carefully protected and painted with protective paint/compound and wrapped to prevent rusting and damage.
- 15.1.9 All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/ shifting during transit.
- 15.1.10 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with the main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. Each item of steel structure and furnaces shall be identified with two erection markings with minimum lettering height of 15mm. Such markings will be followed by the collection numbers in indelible ink/paint. A copy of the packing list shall accompany the materials in each package.
- 15.1.11 All protrusions shall be suitably protected by providing a cover comprising of tightly bolted wooden disc on the flanges. All nozzles, holes and openings and also all delicate surfaces shall be carefully protected against damage and bad weather. All manufactured surfaces shall be painted with rust proof paint.

In the case of imports, for bulk uniform material when packed in several cases, progressive serial numbers shall be indicated on each case.

- 15.1.12 Wherever required, equipment/ materials instruments shall be enveloped in polythene bags containing silicagel or similar dehydrating compound.
- 15.1.13 Pipes shall be packed as under:
 - (a) Upto 50mm NB in wooden cases/ crates.
 - (b) Above 50mm NB and upto 100mm NB in bundles and should be strapped at minimum three places.
 - (c) Above 100mm NB in loose.

- 15.1.14 Pipes and tubes of stainless steel, copper etc. shall be packed in wooden cases irrespective of their sizes.
- 15.1.15 Pipes with threaded or flanged ends shall be protected with suitable caps covers, before packing. In the case of imports, all pipes and sheets shall be marked with strips bearing progressive no.
- 15.1.16 Detailed packing list in waterproof envelope shall be inserted in the package together with equipment/materials. One copy of the detailed packing list shall be fastened outside of the package in waterproof envelope and covered by metal cover.
- 15.1.17 The supplier shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection.
- 15.1.18 Packaged equipment or materials showing damage defects or shortages resulting from improper packaging materials or packing procedures or having concealed damages or shortages, at the time of unpacking shall be to the supplier's account.

All packages which require special handling and transport should have their Centres of Gravity and the points at which they may be slung or gripped clearly indicated and marked "ATTENTION SPECIAL LOAD HANDLE WITH CARE" both in English/ Hindi Languages.

In the case of imports, a distinct colour splash in say red black around each package crate/ bundle shall be given for identification.

- 15.1.19 Along with the packed material, supplier should attach material list, manuals/instructions and also the Inspection certificate/ release note, wherever applicable.

15.2. **MARKING:** The following details to be written on the side face of packing:

- a) Purchase Order Number
- b) Vendor Name
- c) Batch no with manufacturing date
- d) Procedure (in brief) for handling
- e) Date of dispatch etc.

- 15.3 **IMPORTED ITEMS:** On three sides of the packages, the following marks shall appear, clearly visible, with indelible paint and on Vendor's care and expenses.

BHARAT PETROLEUM CORPORATION LIMITED
(With detailed address as given in Special Purchase Conditions)

From :

To : Bharat Petroleum Corporation Limited
(With detailed address as given in Special Purchase Conditions)

Order No.:	Rev. No.:	
Item :		
Equipment Nomenclature :		
Net weight :	Kgs.	
Gross weight :	Kgs.	
Case No. :	of	Total cases:
Dimensions :		
Import License No. :		

NOTE:

Marking shall be bold - minimum letter height 5 cm. For every order and every shipment, packages must be marked with serial progressive numbering.

Top heavy containers shall be so marked either Top Heavy or Heavy Ends.

When packing material is clean and light coloured, a dark black stencil paint shall be acceptable. However, where packaging material is soiled or dark, a coat of flat zinc white paint shall be applied and allowed to dry before applying the specific markings.

In case of large equipments like vessels, heat exchangers, etc. the envelope containing the documents shall be fastened inside a shell connection, with an identifying arrow sign "documents" using indelible paint.

16. DELIVERY:

- 16.1. Unless otherwise mentioned, Vendor is requested to quote their best delivery schedule from the date of receipt of Purchase order.
- 16.2. Time being the essence of this contract, the delivery mentioned in the purchase order shall be strictly adhered to and no variation shall be permitted except with prior authorization in writing from the Owner. Goods should be delivered, securely packed and in good order and condition, at the place of delivery and within the time specified in the purchase order for their delivery.
- 16.3. The contractual delivery period is inclusive of all the lead time for engineering/ procurement of raw material, the manufacturing, inspection / testing, packing, transportation or any other activity whatsoever required to be accomplished for affecting the delivery at the required delivery point.
- 16.4. Unless otherwise specified, Material(s) shall not be despatched without prior inspection and/or testing and Release Order/Material(s) Acceptance Certificate issued by the Inspector(s).
- 16.5. BPCL shall have the right to advise any change in despatch point or destination in respect of any Material(s). Any extra expenditure incurred by the Vendor on this account supported by satisfactory documentary evidence, will be reimbursed to the Vendor by BPCL.

17. UNLOADING AND STACKING:

Unloading and stacking will be arranged by BPCL. The Vendor shall send BPCL information of the proposed consignment well in advance by telegram/fax/e-mail/courier to enable BPCL to take necessary action.

18. TRANSIT INSURANCE:

Unless otherwise mentioned,

- 18.1. Transit Insurance shall be in the vendor's scope in the case of inland transportation of goods.
- 18.2. In the case of imports, insurance against all marine and transit risk shall be covered under the Owner's marine policy. However, the Vendor shall ensure that in effecting shipments clear bill of lading are obtained and the carrier's responsibility is fully retained on the Carriers so that the consignee's interests are fully secured and are in no way jeopardized.
- 18.2. The Vendor shall send BPCL information of the proposed consignment well in advance by fax/e-mail/courier to enable BPCL to take necessary action for the transit insurance of the consignment. Any failure by the Vendor to do so shall place the consignment at the Vendor's risk.
- 18.3. In the case of imports, as soon as any shipment is made, the Foreign Supplier shall send advance information by way of Telex message to Bharat Petroleum Corporation Limited, (with detailed address as given in Special Purchase Conditions) giving particulars of the shipments, vessels name, port of shipment, bill of lading number and date, total FOB and freight value.

19. VALIDITY OF OFFER:

The rates quoted against this tender shall be valid for a period of 90 Days from the date of opening of the tender unless otherwise specified in the Special Purchase Conditions.

20. DELIVERY DATES AND PRICE REDUCTION SCHEDULE:

- 20.1. The time and date of Delivery of Material(s) as stipulated in the Contract shall be adhered to on the clear understanding that the Price(s) of the Material(s) has/have been fixed with reference to the said Delivery date(s).
- 20.2. If any delay is anticipated by the Vendor in the delivery of the Material(s) or any of them beyond the stipulated date(s) of Delivery, the Vendor shall forthwith inform BPCL in writing of such anticipated delay and of the steps being taken by the Vendor to remove or reduce the anticipated delay, and shall promptly keep BPCL informed of all subsequent developments.
- 20.3. The delivery period quoted must be realistic & specific. The inability of successful Vendors to execute orders in accordance with the agreed delivery schedule will entitle BPCL, at its options, to:
- 20.3.1. Accept delayed delivery at prices reduced by a sum equivalent to half percent (0.5%) of the basic value of any goods not delivered for every week of delay or part thereof, limited to a maximum of 5% of the total basic order value. LR date will be considered as delivery completion date for calculation of price reduction in the case of ex works contract. Date of receipt of materials at owner's premises shall be considered for calculation of price reduction for F.O.R destination contract.

In the case of imports, the contractual delivery date shall be considered from the date of Letter of Credit (L/C) or the date of L/C amendment because of Buyer's fault plus one week (to take care of transit time for receipt of L/C) plus the delivery schedule as indicated by the vendors.

In case of the shipment taking place on "Cash against documents", the contractual delivery shall be taken from the date of purchase order plus one week (to take care of transit time for receipt of order) plus delivery period.

Further the date of B/L or House airway bill shall be considered to find out the delay with respect to contractual delivery date. In case of FOB shipments if the vessel is not available then the intimation by vendors regarding readiness of the goods for the shipment shall be considered for calculating the delay if any. So vendor shall inform the readiness of material for shipment on FOB (Free on Board) basis/ FCA (Free on Carrier) basis.

- 20.3.2. Cancel the order in part or full and purchase such cancelled quantities from elsewhere on account at the risk and cost of the vendor, without prejudice to its right under 20.3.1 above in respect of goods delivered.

21. RISK PURCHASE CLAUSE:

BPCL reserves the right to curtail or cancel the order either in full or part thereof if the vendor fails to comply with the delivery schedule and other terms & conditions of the order. BPCL also reserves the right to procure the same or similar materials/equipment through other sources at vendor's entire risk, cost and consequences. Further, the vendor agrees that in case of procurement by the owner from other sources the differential amount paid by the owner shall be on account of the vendor together with any interest and other costs accrued thereon for such procurement.

22. 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.
- (c) Time extension for such cases will be worked out appropriately.

23. ARBITRATION CLAUSE:

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 _____
- (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.

24. 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.

25. RECOVERY OF SUMS DUE:

Whenever, any claim against vendor for payment of a sum of money arises out of or under the contract, the owner shall be entitled to recover such sums from any sum then due or when at any time thereafter may become due from the vendor under this or any other contract with the owner and should this sum be not sufficient to cover the recoverable amount of claim(s), the vendor shall pay to BPCL on demand the balance remaining due.

26. CONFIDENTIALITY OF TECHNICAL INFORMATION:

Drawing, specifications and details shall be the property of the BPCL and shall be returned by the Vendor on demand. The Vendor shall not make use of drawing and specifications for any purpose at any time save and except for the purpose of BPCL. The Vendor shall not disclose the technical information furnished to or organized by the Vendor under or by virtue of or as a result of the implementation of the Purchase Order to any person, firm or body or corporate authority and shall make all endeavors to ensure that the technical information is kept CONFIDENTIAL. The technical information imparted and supplied to the vendor by BPCL shall at all time remain the absolute property of BPCL. Imparting of any confidential information by the Vendor will be breach of contract.

27. PATENTS & ROYALTIES:

The vendor shall fully indemnify BPCL and users of materials specified herein/supplied at all times, against any action, claim or demand, costs and expenses, arising from or incurred by reasons of any infringement or alleged infringement of any patent, registered design, trademark or name, copy right or any other protected rights in respect of any materials supplied or any arrangement, system or method of using, fixing or working used by the vendor. In the event of any claim or demand being made or action sought against BPCL in respect of any of the aforesaid matter, the vendor shall be notified thereof immediately and the vendor shall at his/its own expense with (if necessary) the assistance of BPCL (whose all expense shall be reimbursed by the vendor) conduct all negotiations for the settlement of the same and/or litigation which may arise thereof.

28. LIABILITY CLAUSE:

In case where it is necessary for employees or representatives of the Vendor to go upon the premises of owner, vendor agrees to assume the responsibility for the proper conduct of such employees/representatives while on said premises and to comply with all applicable Workmen's Compensation Law and other applicable Government Regulations and Ordinances and all plant rules and regulations particularly in regard to safety precautions and fire hazards. If this order requires vendor to furnish labour at site, such vendor's workmen or employees shall under no circumstances be deemed to be in owner's employment and vendor shall hold himself responsible for any claim or claims which they or their heirs, dependent or personal representatives, may have or make, for damages or compensation for anything done or committed to be done, in the course of carrying out the work covered by the purchase order, whether arising at owner's premises or elsewhere and agrees to indemnify the owner against any such claims, if made against the owner and all costs of proceedings, suit or actions which owner may incur or sustain in respect of the same.

29. LIMITATION OF LIABILITY FOR GOODS PROCUREMENT:

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.

30. COMPLIANCE OF REGULATIONS:

Vendor warrants that all goods/Materials covered by this order have been produced, sold, dispatched, delivered and furnished in strict compliance with all applicable laws, regulations, labour agreement, working condition and technical codes and statutory requirements as applicable from time to time. The vendor shall ensure compliance with the above and shall indemnify owner against any actions, damages, costs and expenses of any failure to comply as aforesaid.

31. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT:

In case the testing and inspection at any stage by inspectors reveal that the equipment, materials and workmanship do not comply with specification and requirements, the same shall be removed by the vendor at his/its own expense and risk, within the time allowed by the owner. The owner shall be at liberty to dispose off such rejected goods in such manner as he may think appropriate. In the event the vendor fails to remove the rejected goods within the period as aforesaid, all expenses incurred by the owner for such disposal shall be to the account of the vendor. The freight paid by the owner, if any, on the inward journey of the rejected materials shall be reimbursed by the vendor to the owner before the rejected materials are removed by the vendor. The vendor will have to proceed with the replacement of the equipment or part of equipment without claiming any extra payment if so required by the owner. The time taken for replacement in such event will not be added to the contractual delivery period.

32. NON-WAIVER:

Failure of the Owner to insist upon any of the terms or conditions incorporated in the Purchase Order or failure or delay to exercise any rights or remedies herein, or by law or failure to properly notify Vendor in the event of breach, or the acceptance of or payment of any goods hereunder or approval of design shall not release the Vendor and shall not be deemed a waiver of any right of the Owner to insist upon the strict performance thereof or of any of its or their rights or remedies as to any such goods regardless of when such goods are shipped, received or accepted nor shall any purported oral modification or revision of the order by BPCL act as waiver of the terms hereof. Any waiver to be effective must be in writing. Any lone incident of waiver of any condition of this agreement by BPCL shall not be considered as a continuous waiver or waiver for other condition by BPCL.

33. NEW& UNUSED MATERIAL:

All the material supplied by the vendor shall be branded new, unused and of recent manufacture.

34. PURCHASE PREFERENCE CLAUSE:

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 L-1 Vendor at the time of evaluation of the price bid.

Bidders claiming purchase preference as MSE need to submit the following documents:

- Self-attested copy of all the pages of the EM-II certificate/ Udyog Adhar Memorandum issued by the appropriate authorities mentioned in the Public procurement policy of MSEs-2012 and
- Vendor's declaration/ affidavit in their organization/ Company letter head, stating that, in the event of award of contract, all the ordered supplies shall be made from the unit for which MSE certificate has been submitted.

35. CANCELLATION:

- 35.1. BPCL reserves the right to cancel the contract/purchase order or any part thereof through a written notice to the vendor if.

- 35.1.1. The vendor fails to comply with the terms of this purchase order/contract.
- 35.1.2. The vendor becomes bankrupt or goes into liquidation.
- 35.1.3. The vendor fails to deliver the goods on time and/or replace the rejected goods promptly.
- 35.1.4. The vendor makes a general assignment for the benefit of creditors.
- 35.1.5. A receiver is appointed for any of the property owned by the vendor.
- 35.2. Upon receipt of the said cancellation notice, the vendor shall discontinue all work on the purchase order matters connected with it. BPCL in that event will be entitled to procure the requirement in the open market and recover excess payment over the vendor's agreed price if any, from the vendor and also reserving to itself the right to forfeit the security deposit if any, made by the vendor against the contract. The vendor is aware that the said goods are required by BPCL for the ultimate purpose of materials production and that non-delivery may cause loss of production and consequently loss of profit to the BPCL. In this-event of BPCL exercising the option to claim damages for non delivery other than by way of difference between the market price and the contract price, the vendor shall pay to BPCL, fair compensation to be agreed upon between BPCL and the vendor. The provision of this clause shall not prejudice the right of BPCL from invoking the provisions of price reduction clause mentioned in 20.3.1 as aforesaid.

36. ANTI –COMPETITIVE AGREEMENTS/ABUSE OF DOMINANT POSITION:

The Competition Act, 2002 as amended by the Competition (Amendment) Act, 2007 (the Act), prohibits anti-competitive practices and aims at fostering competition and at protecting Indian markets against anti-competitive practices by enterprises. The Act prohibits anti- competitive agreements, abuse of dominant position by enterprises, and regulates combinations (consisting of acquisition, acquiring of control and M&A) wherever such agreements, abuse or combination causes, or is likely to cause, appreciable adverse effect on competition in markets in India. BPCL reserves the right to approach the Competition Commission established under the Act of Parliament and file information relating to anti-competitive agreements and abuse of dominant position. If such a situation arises, then Vendors are bound by the decision of the Competitive Commission and also subject to penalty and other provisions of the Competition Act.

37. ASSIGNMENT:

The Vendor can/ does not have any right to assign his rights and obligations under these general purchase conditions without the prior written approval of BPCL.

38. GOVERNING LAW:

These General Purchase Conditions shall be governed by the Laws of India.

39. AMENDMENT:

Any amendment to these General Purchase Conditions can be made only in writing and with the mutual consent of the parties to these conditions.

40. NOTICES:

Any notices to be given hereunder by a Party to the other shall be in English and delivered by hand or sent by courier or facsimile to the other Party at the address or facsimile number stated below or such other address or number as may be notified by the relevant Party from time to time.

41. POLICY ON HOLIDAY LISTING:

The guidelines and procedures for Holiday Listing are available separately in BPCL website and shall be applicable in the context of all tenders floated and consequently all orders/ contracts / purchase orders. It can be accessed using the following link: <http://bharatpetroleum.in/pdf/holidaylistingpolicyfinal.pdf> .

42. ORDER OF PRECEDENCE FOR PURCHASES:

- 1) Purchase Order
- 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 Purchase Conditions (SPC)
- 7) Technical Specifications
- 8) Instructions to Bidders
- 9) General Purchase Conditions (in GPC)
- 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.

43. TERMINATION FOR CONVENIENCE:

The purchaser may, by written notice of 14 days sent to the seller, cancel the contract, in whole or part, at any time for his convenience. The notice of cancellation shall specify that cancellation is for the purchaser's convenience, the extent to which performance of work under the contract is cancelled and the date upon which such cancellation becomes effective.

The goods that are complete and ready for shipment within 30 days after the seller's receipt of notice of cancellation shall be purchased by the purchaser at contract terms and prices. For the remaining goods, the purchaser may opt:

- a. To have any portion completed and delivered at the contract terms and prices
and / or
- b. To cancel the remainder and pay to the seller an agreed amount for partially completed goods and materials and parts previously procured by the seller.

BPCL

VENDOR

Please sign & return all the pages of GPC as a token of your acceptance of all the terms & conditions as mentioned.

PERFORMANCE BANK GUARANTEE
(On Non-judicial paper for appropriate value)

FOR SECURITY DEPOSIT TOWARDS PERFORMANCE

To,
Bharat Petroleum Corporation Limited

Dear Sir,

In consideration of the Bharat Petroleum Corporation Limited, (hereinafter called the Company which expression shall include its successors and assigns) having awarded to M/s. (Name) (Constitution)..... (address) (hereinafter referred to as the vendor which expression shall wherever the subject or context so permits include its successors and assigns) a supply contract in terms interalia, of the Company(s) Purchase order No..... dated and the General and Special Purchase Conditions of the Company and upon the condition of vendor(s) furnishing security for the performance of the vendor (s) obligations and/or discharge of the vendor(s) liability under and/ or in connection with the said supply contract up to a sum of Rs.(in figures).....Rs(in words).....only amounting to 10% (ten percent)of the total contract value.

We, (Name).....(constitution)(hereinafter called the Bank which expression shall include its successors and assigns) hereby jointly and severally undertake and guarantee to pay to the Company in ----(Currency) forthwith on demand in writing and without protest or demur of any and all moneys any wise payable by the Vendor to the Company under in respect of or in connection with the said supply contract inclusive of all the Company s losses and expenses and other moneys anywise payable in respect to the above as specified in any notice of demand made by the Company to the Bank with reference to this Guarantee upto an aggregate limit of Rs(in figures).....Rs(in words).....only.

AND the Bank hereby agrees with the Company that

- i. This Guarantee/undertaking shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Company and liabilities of the vendor arising up to and until midnight of
This date shall be 6 months from the last date of guarantee period.
- ii This Guarantee/ Undertaking shall be in addition to any other guarantee or security of whatsoever that the Company may now or at any time otherwise have in relation to the vendor s obligation/liabilities under and/or connection with the said supply contract, and the Company shall have full authority to take recourse to or reinforce this security in preference to the other security(ies) at its sole discretion, and no failure on the part of the Company in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its liability hereunder.
 - i. The Company shall be at liability without reference to the Bank and without effecting the full liability of the Bank hereunder to take any other security in respect of the vendor s obligations and/or liabilities under or in connection with the said supply contract and to vary the terms vis a vis the vendor of the said supply contract or to grant time and/ or indulgence to the vendor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement all or any of the obligations of the vendor under the said supply contract and/ or the remedies of the Company under any other security(ies) now or hereafter held by the Company and no such dealing(s), variation(s), reduction(s), increase(s) or the indulgence(s) or arrangement(s) with the vendor or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.
 - ii. This Guarantee/Undertaking shall not be determined by the liquidation or winding up or dissolution or change of constitution or insolvency of the vendor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to the Company in terms hereof.
 - iii. The Bank hereby waives all rights at any time inconsistent with the terms of the Guarantee/ Undertaking and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the vendor (whether or not pending before any Arbitrator, officer, Tribunal or Court) or any denial of liability by the vendor or any other order of communication whatsoever by the vendor stopping or preventing or purporting to stop or prevent any payment by the

Bank to the Company in terms hereof.

- iv. The amount stated in any notice of demand addressed by the Company to the Guarantor as liable to be paid to the Company by the vendor or as suffered or incurred by the Company on account of any losses or damages of costs, charges and or expenses shall as between the Bank and the Company be conclusive of the amount so liable to be paid to the Company or suffered or incurred by the Company, as the case may be and payable by the Guarantor to Company in terms hereof.

Yours faithfully,

(Signature)

NAME & DESIGNATION

NAME OF THE BANK

NOTES:

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

To,
Bharat Petroleum Corporation Limited

Dear Sirs,

M/s. _____ have taken tender for the work _____ CRFQ No. /
PO No. _____ for Bharat Petroleum Corporation Limited.

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 there under.
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.

ANNEXURE-IV: SPECIAL PURCHASE CONDITIONS

1. **Validity of the offer:** Offer should remain valid for at least 120-days from the due date.
2. **Period of Contract & Quantity:** Estimated requirement of canopy for 2 years from the date of Contract.

Region	No of Canopies	Area in SQM
NR	350	78500
ER	342	76500
WR	292	65500
SR	377	84500
TOTAL	1362	305000

The detailed state wise requirement of canopies is given below:

Region	State/Location	Quantity in Square Meters
NR (11 lots)	Uttarakhand (Plain Area)	4000
	Uttarakhand / HP (Hilly Area)	3000
	Uttar Pradesh (West)	15000
	Uttar Pradesh (East)	15000
	Rajasthan-1 (Jaipur/ Kota)	8000
	Rajasthan-2 (Jodhpur/ Udaipur)	7000
	Punjab, Haryana, Delhi	15000
	Himachal Pradesh- Plane Area	3000
	Jammu & Kashmir- Plane Area	4000
	Jammu & Kashmir- Hilly Area	2000
	Jammu & Kashmir, Himachal Pradesh, Uttara Khand (Snow prone area)	2500
NORTHERN REGION TOTAL		78500
ER (9 lots)	Bihar	14000
	Jharkhand	10000
	Orissa	13000
	West Bengal	12000
	Sikkim & WB Hilly area (New Jalpaiguri Territories)	4000
	Arunachal/ Nagaland/ Mizoram/ Manipur	4000
	Tripurar, Meghalya	3000
	Assam	15000
	Hilly areas of West Bengal, Sikkim (Snow Prone canopy)	1500
EASTERN REGION TOTAL		76500
SR (8 lots)	Kerala	6000
	Andhra Pradesh	12000
	Telangana	13000
	Tamilnadu / Pondechery-1 (Chennai/ Trichy/ Madurai Territories)	17000
	Tamilnadu / Pondechery-2 (Coimbtore/ Karur & Trinuvelli Territories)	18000
	Karnataka-1 (Belgaum & Gulbarga Territories)	8000
	Karnataka-2 (Mangalore/ Mysore & Bangalore Territories)	10000
	Hilly Areas in Tamilnadu (Snow Prone canopy)	500
SOUTHERN REGION TOTAL		84500
WR (8 Lots)	Maharahstra-1 (Mumbai/ Thane/ Pune/ Goa-Maharashtra Part Territories)	8000

Region	State/Location	Quantity in Square Meters
	Maharashtra-2 (Nagpur/ Manmad/ Solapur/ Ahmednagar Territories)	10000
	Gujarat	15000
	Madhya Pradesh-1 (Bhopal & Gwalior Territories)	10000
	Madhya Pradesh-2 (Indore & Jabalpur Territories)	5000
	Chhattisgarh	13000
	Goa	4000
	Hilly Areas in Maharashtra (Snow Prone canopy)	500
WESTERN REGION TOTAL		65500
TOTAL REQUIREMENT QUANTITY IN SQUARE METERS		305000

Maximum validity of contract will be Two years. Please note that quantity depicted in the table is only likely indication of our requirement. State-wise quantity might vary depending upon actual demand during the contract period and quantity shall be re- allocated between various states for the same vendor based on actual requirement.

3. **Scope of Work:** Fabrication, Supply and installation of canopy including unloading charges in good conditions at BPCL retail outlets within the delivery schedule is in vendor's scope.
4. **Quantity Allocation/ Distribution and Evaluation:**

Through this tender, BPCL seeks to surface the lowest price vendors for the state/ group of state wise requirement of canopies. Hence, price bid evaluation shall be done at the level of states/ group of states mentioned in the table above, taking the landed price of canopies.

The allocation of job will be done on state /group of state wise as per the requirement given in the tender, on least cost to BPCL using linear programming software AIMMS. Bidders can quote for more than one state, however, no single bidder will be allocated job for more than 89,600 sqm (approx. 400 canopies) of canopies for the Contract.

In case AIMMS software allocates quantity less than 1 number of canopy to any vendor, that quantity will be re-allocated to a vendor considering Least Cash outflow to BPCL. This may result in allotment of quantity exceeding the declared capacity/maximum quantity that can be allocated (i.e. >89600 sqm).

In addition to above, for any state a bidder will be allocated a maximum of 80% of the total requirement of that state/territory.

The Following rates will be considered in the price bid evaluation.

- (a) Quoted basic price as declared by the vendor per sq meter
- (b) Freight per sq meter for a particular vendor for state/ group of state.
- (c) Erection charges per Sq meter.
- (d) GST in % as quoted by the vendor
- (e) Quantity Offered (in Sq meter) by the vendor

BPCL shall calculate the net cost of supply and installation for each state/group of state for each bidder payable by adding the above.

Based on the "Landed cost to BPCL" calculated as above for state/ group of states, BPCL shall place orders to vendors as per their allocation on the basis of least cost to BPCL using LP software.(as defined in point 4)

There are two types of prices sought for:

- (a) Canopy in non-snow prone area and
- (b) Canopy for snow prone area.

The required area of both types of canopies and their state is given in the table. There are three different price bid forms:

- (a) For Basic price of canopies- Non Snow Prone (3,00,000 square meters) and Snow prone (5000 square meters)
- (b) Freight charges and
- (c) Erection charges. Bidders will have to quote for all three price bid forms.

It is for the Bidder to assess and ascertain the rate of GST applicable on quoted items. It is clearly understood that Owner will not have any additional liability towards payment of GST which is based on Bidders wrong assessment/ interpretation of applicability of GST. BPCL shall not be liable, in case the tax authorities assess the tax elements in a different way on account of any reason, whatsoever.

5. **Road Permit** wherever applicable shall be given by BPCL on seller request.

6. **Sale of pre-fabricated canopies to BPCL**

The vendor would sell pre-fabricated canopies supply for a landed price (inclusive or exclusive of GST). The risk of loss and damage till the time of its delivery at the retail site would be with the vendor.

Transportation from vendor's premises to the retail site

The vendor would provide the service of transportation of the pre-fabricated canopies by road to the retail outlet. The vendor would bear all the risk of damage, loss, theft etc. during the transit till the goods are delivered at the retail site.

Erection/ installation of the prefabricated canopies

The vendor would erect and install the parts of canopy issued by BPCL at the retail site for a fee. The vendor would be liable to pay damages for any damage/ loss of parts etc.

7. **MICRO OR SMALL ENTERPRISE VENDOR (MSE):**

A. Allocation to MSE:

In case a bidder registered as MSE quotes within price band of L-1+15 percent, such MSE shall also be allowed to supply a portion of the requirement by bringing down their price to L-1 price where L-1 price is from someone other than a Micro and Small Enterprise. Such MSE shall be allowed to supply 25% of total tendered value of that particular location.

In case of more than one such MSE qualify as above, the supply up-to 25% shall be shared proportionately. Further, if L-1 happens to be an MSE, the entire quantity (100%) shall be awarded to the MSE vendor without any share to other MSE vendors, subject to the allocation methodology mentioned in clause 4.

B. Criteria for qualification of Micro or Small Enterprise Vendor:

(i) Public Procurement Policy applies to Micro and Small Enterprises (MSE) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.

(ii) INDEMNITY BY MSE: The bidder will have to offer and supply the entire tendered quantity from the PLANT having MSE Certification i.e. EMpart-II (Micro and Small) duly issued by District Industries Centre and also Indemnify BPCL in this regard on a Rs. 100 Stamp Paper. The Original Indemnity Bond needs to be furnished to BPCL at the time of award of contract.

8. All the tender documents and Annexures, Techno-commercial Details, Price Bid and declaration forms as well as all uploaded documents shall form the part of the tender. Techno-commercial details, declaration forms and Price Bid will be online only.

Offers should strictly be in accordance with the tender terms & conditions and our specifications. Vendors are requested to carefully study all the documents/ annexure and understand the conditions, specifications etc,

before submitting the tender and quoting rates. In case of doubt, written clarifications should be obtained, but this shall not be a justification for request for extension of due date for submission of bids.

9. Call-off/ POs:

Orders in the form of Purchase Orders will be issued by Constn. Group Manager/ Territory Engineers/ Territory Manager of respective Territory. PO will be issued to the vendor only after the foundation is ready.

10. PO will be issued to the vendor with estimated quantities, vendor to visit site & take actual measurements of foundation column center to center distance & inform concerned Engineer for amendment of quantities of PO if required

11. Vendor should also submit the following drawings/ documents & obtain prior approval from Engineer In charge before fabrication.

- a) General Arrangement (GA) drawing for the proposed canopy.
- b) Erection Drawing - 2 Sets. (approved by Structural Engineer/ consultant)

12. Performance Bank Guarantee/ retention clause:

Successful vendor need to submit the PBG for 10% of basic order value. PBG shall have to be submitted within 7 days of award of contract. The performance Guarantee will be required to be submitted along with the acceptance of rate contract within 7-days. In case the bidder does not submit the required BG within stipulated period then Contract will be released with 10% retention of total basic order value. The retention will be removed from Contract once BG is submitted by the successful bidder. However the retention amount will be retained for 30 months period for the call offs executed before submission of BG.

13. Payment Terms:

After supply and erection of canopy at retail outlet, TPIA shall inspect and issue certification towards satisfactory erection. 100% payment shall be released after supply and erection of canopy immediately from the date of receipt of bill along with certificate issued by TPIA, provided that vendors submitted the PBG equivalent to 10% value or retention money as applicable.

The successful vendors are required to submit a Security Deposit of Rs. 10 lakhs before commencement of work. The successful vendor shall have the option to adjust the earnest money deposit towards security deposit if he so desires. The security deposit will be retained until the successful completion of work. In case of the security deposit in the form of Bank Guarantee, the same shall be kept valid by the vendor at his cost till the completion of the work under contract and shall be extended from time to time. No interest will be payable on security deposit.

14. No mobilization advance will be given. Price escalation will not be entertained on any account exception revision in statutory levies on tendered items.

15. Bills will be settled by the respective Territories Office/ Construction Group Engineer against each Purchase order issued on presentation of the bills along with Warranty certificate & TPIA certificate for each RO.

16. The vendor should quote in line with all the terms of tender including material specification. Any deviation from the said conditions of the tender will lead to disqualification of Offer. The vendor shall also have to submit the proof of GST Registration along with their offer.

17. BPCL reserves the right to award/ cancel jobs at its discretion.

18. Delivery Schedule:

The time for completion of work per Purchase order/ site shall be 6 (six) weeks from the date of issue of PO. Overall completion period is inclusive of all the activities. Vendors shall be able to deliver atleast prorated quantity per month i.e. (200 %) of total quantity/ 12-months.

Sometimes due to increase in demand, the POs issued in particular month may be more than the prorated quantity. In such cases, vendor will have to ensure execution of work against all issued POs within a Maximum time period of 3 month irrespective of POs nos/ quantity issued by Territory i.e Maximum Time period for

execution of job against issued POs is three Month from date of POs issued with all desired documents i.e. Photograph/approval etc mentioned in tender. In the scenarios of surge in demand, any delivery period beyond 3 months of issued POs shall be considered as delay in execution of job.

Penalty Clause for Delayed Deliveries:

The inability of the successful vendors to execute orders in accordance with the delivery schedule, will entitle BPCL, at its options, to:

- (a) Accept delayed delivery at prices reduced by a sum equivalent to half percent (0.5%) of the basic value of any goods (complete in all respects) not delivered for every week of delay or part thereof, limited to a maximum of 5% of the total basic order value of Purchase order (supply portion).
- (b) Any increase in taxes and duties during delayed delivery period would be to vendors account. However, any decrease in taxes and duties during delayed delivery would be passed on to BPCL.
- (c) Cancel the order in part or full and purchase such cancelled quantities from elsewhere on account at the risk & cost of the vendor, without prejudice to its right under (a) above in respect to goods delivered.

19. Steel Escalation/ De-escalation clause:

During the tenure of the contract, the steel escalation/de-escalation applicable on the basic rates quoted by the bidder shall be calculated based on changes in rates of “ **Plates IS 2062 Grade A at Mumbai –India in INR/ Ton EXW of origin India, size 8mm**” published by Steel Guru @ <https://www.steelguru.com/>.

Price escalation/ de-escalation in the basic price of steel shall be reviewed every month.

Further, the price escalation/de-escalation for a particular month, as calculated below, shall be administered only if the variation in steel price is **equal to or more than Rs. 1000 per MT**. Otherwise the previous rates would continue to hold.

Steel component in total weight of regular canopy and canopy in snow prone areas is 43 kg/sqm and 58 kg/sqm respectively.

Price escalation/ de-escalation in the basic price shall be calculated as per the formula given below on a monthly basis:

$$ES = (X - Y) \times \text{Weight of steel in Canopy}$$

Where ES is escalation/ de-escalation payable per sqm of canopy in particular month (Rs/sqm)

X is the new weighted average of ALL the “Price of IS 2062 GR A plates, size 8 mm, at Mumbai in INR/ Ton EXW of origin India” published by “Steel Guru” during the month previous to the particular month for which escalation/ de- escalation is being determined.

Example If SteelGuru publishes steel prices (for the type mentioned above) on 1st, 5th, 8th,12th,18th, 21st, 25th and 30th of June, then the weighted average of all these prices (effective for number of days) will be considered for giving escalation/ de-escalation in the basic price of canopy, effective from 1st of July’19. The escalated /de-escalated price shall remain effective for the subsequent month i.e till 31st Jul’19.

Weighted average Steel Guru IS 2062 Gr A, size 8 mm, at Mumbai in INR/ Ton EXW of origin India prevailing in the month of June would be calculated as follows:

Weighted Average rate of steel for a month of June’19 (X) = [(1st published rate of steel on 01.06.2019 x 4 i.e. of number of days for which this rate is effective in the month)+ (2nd published rate of steel on 05.06.2019 x 3)+ (3rd published rate of steel on 8.06.2019 x 4) + (4th published rate of steel on 12.06.2019 x 6)+ (5th published rate of steel on 18.06.2019 x 3)+ (6th published rate of steel on 21.06.2019 x 4) + (7th published rate of steel on 25.06.2019 x 5)+ (8th published rate of steel on 30.06.2019 x 1)]/ 30 i.e. total number of days in June.

Y is the base price and it is the “Price of IS 2062 Gr A, size 8 mm, at Mumbai in INR/Ton EXW of origin India” published by “Steel-Guru” as on the due date of the tender. In case, the price of steel guru is not published as on the due date, then the prevailing rate of the previous published date shall be considered. For the first escalation/de-escalation (above Rs. 1000 / MT) the due date will be the benchmark, however subsequently when escalation /de-escalation is administered the reference will be the last date when the de-escalation and escalation was applicable.

For Eg: If the Basic price Y = 45000 per MT as on the due date of bid submission and the contract is awarded in the month of July, then escalation/ de-escalation applicable for the month of July’19 will be calculated as follows:

ES= (Weighted average of June’19 - 45000)* Weight of steel component in Canopy per sqm

[If the weighted average price of the June which is previous to the order placement month is **Rs.46,000/-** then calculation would be]

ES= (46,000-45,000)* 0.043 = Rs. 43/- for canopy. (0.043 MT i.e. 43kg is weight of steel component in one sqm of regular canopy)

The differential amount of X & Y in the above example is Rs. 1000/- it will be considered for escalation. Therefore escalated cost of Rs. 43/- will be added to the per sqm basic price of canopy.

20. REALLOCATION FOR QUANTITIES UNDELIVERED UNDER RISK PURCHASE

Vendor shall quote the minimum supplying capacity per year for the tender. Allocation of job will be done based on the supplying capacity quoted by the bidders.

Based on the actual requirements, BPCL will be placing the call-offs/ POs from time to time. The successful vendor shall be bound to accept call-offs up to 200% of the prorata quantity (prorata quantity = contract quantity/ 12 months).

BPCL shall review the progress of canopy work on monthly basis against the Delivery Schedule. If the vendor fails to adhere to the said delivery Schedule, the following provisions shall apply:

- (a) BPCL may reallocate the canopy quantities short supplied by the Vendors who could not meet the schedule given, to other vendors on risk purchase.
- (b) Alternatively BPCL may consider accepting late delivery of canopy. In such event of non-supply of canopy within the stipulated period of six weeks from the date of call -off, a price reduction @ 0.5% for every week of delay subject to a maximum 5% will be applicable.
- (c) In the event of delay beyond 10 weeks from the scheduled completion date, a penalty of 5% shall be charged on the undelivered number of canopies and such quantity shall be reallocated under risk purchase to other successful vendors at the risk, cost and responsibility of the vendor to whom the order was placed originally. The vendor shall have to bear the differential cost between what would have been payable to him/ her and the cost actually paid by BPCL for such procurement.
- (d) Such penalty shall be levied over and above the PENALTY recoverable from the party on account of such non- delivery of such material.
- (e) Additional orders arising out of reallocation due to risk purchase shall be offered to vendors that are performing satisfactorily under the current contract.

21. In case the Order is going to be awarded based on MSE Status, then the vendor will have to offer and supply the entire tendered quantity from the PLANT having MSE Certification and also to Indemnify BPCL in this regard on a Rs. 100 Stamp Paper. The Original Indemnity Bond needs to be furnished to BPCL at the time of award of contract.

22. In case the order is going to be awarded on MSE status, then the vendor will have to offer & supply the entire tendered quantity from the plant having MSE certification and also to indemnify BPCL in this regard on Rs.100 stamp paper. The original indemnity bond need to be furnished to BPCL at the time of award of contract.

23. Vendor shall provide RO wise warranty certificate for False Ceiling panels & Roofing sheets.

24. Vendor to arrange for TPIA (Third Party Inspecting Agency) inspection. Charges towards TPIA inspection will be included in the rates quoted by the vendor & no separate payment will be made towards TPIA inspection to the vendor.
25. In case of repeated failure of the vendor to confirm to the delivery period OR in case of non-conformity of any material to the tender specifications & make of material as specified in the tender, suitable action shall be taken on the Vendor.
26. BPCL reserves the right to get material checked and tested by original supplier for its original verification or at any reputed lab approved by BPCL.
27. Dimensional checks including flatness and levels will be done after erection of item at RPO, all correlation with code will also be done at RPO.
28. If the quality of material or workmanship is not found satisfactory, the job will stand rejected and BPCL shall not be liable to pay any compensation for this.
29. Quantity in the tender is indicative and the actual requirement will depend upon the requirement from State/territories. Accordingly, BPCL shall reserve the right to change the allocated quantity among the same vendors for a Territory/State to meet the variations in the business requirements keeping overall cash outflow same.
30. Also, BPCL shall reserve the right to re-allocate contract quantities among successful vendors as per actual requirement of canopies, keeping overall cash outflow same.
31. **Quantity re-allocation in case of default in deliveries:** In case the successful vendor fails to adhere to the said delivery schedule, BPCL shall reserve the right to reduce such undelivered quantities and re-allocate the same to other successful vendors. Additional orders arising out of the re-allocation of the reduced quantities shall be offered to other successful vendors, provided they are performing satisfactorily under the current contract and are willing to supply the additional quantity at the same rate as that of the defaulting vendor to the territory/location in which the quantities have to be supplied, keeping the overall cash outflow the same. For re-allocation, quantities shall be allocated proportional to the quantities offered by the bidders. In case, all the performing vendors are willing to supply the entire additional quantity, the order quantity shall be equally distributed among these vendors. The re-allocated quantity will be over and above the declared capacity of the bidder against the original tender. Further, Price reduction @ 5% of the undelivered quantity of the orders will be recovered from the defaulting vendor. In case, part or full quantity is still unallocated after the aforementioned exercise, BPCL reserves the right to procure such quantities on 'Risk Purchase' basis. The penalty arising out of such risk purchase shall be levied over and above the penalty recoverable from the party on account of non-delivery of the material.
32. In case of any discrepancy between the general terms and conditions of tender and special terms and conditions of tender (as mentioned above), the Special terms and Conditions of Tender shall prevail.

NOTE: In case of a conflict between the clauses, terms and conditions of General Purchase Conditions and Special Purchase condition, the clauses, terms and conditions of Special Purchase Condition will have an overriding effect over General Purchase Conditions and the same shall be applicable.

ANNEXURE V- TECHNICAL SPECIFICATIONS:

CANOPY STRUCTURE:

Design fabrication transport and installation of pre-engineered/ pre- fabricated steel canopy with all fittings as per the following specification:

STRUCTURAL DESIGN OF THE CANOPY:

The canopy steel structures to be designed considering roof live load of 50 kg per Sq.m in addition to the dead weight of the steel and roof sheeting + false ceiling weight. Also additional 300 kg point load to be considered at all canopy corner locations & weight of fascia @ 20kg/m may also be considered for designing. The canopy should be designed to withstand the wind speed of 180 km/ hour (220km/ PM Hour in case of Coastal Area) or as per IS:875, whichever is higher. The design should be safe against bending, twisting, deflection, overturning etc. as per IS:800.

Height of the canopy will be 5 to 6 meters from the finished driveway level to the bottom of false ceiling.

NOTE:

- (c) While designing the canopy, weight of the canopy should be minimum 33 kg per sq.m. This includes weight of columns with base plates, trusses, fascia frame along with blind fascia, purling but excluding the weight of roofing, false ceiling, false ceiling runners, cleats, gutter and nuts & bolts.
- (d) In certain cyclone prone areas/ coastal area, swirling speed should be taken into account while designing the canopy. No claims for additional steel in the slanting roof canopies shall be entertained.
- (e) In snow prone areas, where slanting roof canopies have been specified by site In Charge. In such cases additional steel may be required, thereby Canopy weight per square meter is likely to exceed beyond the minimum prescribed limit. Hence bidders to consider this additional requirement in their calculations, while bidding. No claims for additional steel, roofing, etc. in the slanting roof canopies shall be entertained.

PREFAB CANOPY COLUMNS, BEAMS, GUSSETS, BRACINGS, FASCIA FRAME AND RELATED MEMBERS:

The canopy column should be rectangular box section of 400mm x 200mm x 6mm. Alternatively, the column can be built using ISMC 200 channels welded with 6mm plates so as to give the finished rectangular columns of 400mm x 200mm x 6mm. All steel structure should conform to IS : 2062. Only branded steel like TISCO, SAIL, ESSAR, Lloyds, JINDAL Steel, VIZAG Steel, BHUSHAN Steel, Uttam Steel to be used. Angles and Flats below the size of 50mm x 50mm for bracing fascia frame which are not manufactured by the mentioned companies should conform to IS2062:2006. The manufacturer certificate of the same should be provided. The depth of the roof canopy structure will be so designed so as to receive fascia of 800mm size all around. The canopy beam structure steel to comprise of built up plate I section/ hot rolled I beam/ angle truss SHS/ RHS tubes as per design.

Necessary roof bracing , wind girders and other forms of bracing to be considered for the overall stability of the structure and the transmission of lateral loads to the column and to stabilize the canopy movement as well as strengthen the cantilever.

PRE-FAB CANOPY PURLINS:

All secondary purling should be cold formed galvanized Z sections OR galvanized C-section with 275 GSM galvanization total both sides & yield strength of minimum 345 mpa only.

Alternatively TATA tube with 275 gsm galvanization total both sides may be used for purling.

The spacing of purling should be maximum 1.2 m. Purling at extreme ends of the canopy (i.e. approximately 100mm to 300mm from the end of canopy) is mandatory in order to provide end support to roofing/ false ceiling.

BOLTS FOR PRIMARY AND SECONDARY CONNECTIONS:

All the primary and secondary connection bolts shall be electro - galvanized of precision fasteners Unbrako, Laxmi Precision, GKW, TVS make only. Bolts for main structural connections are grade 8.8/equivalent. Bolts for bracing, purling, girts etc. are grade 4.6/ equivalent.

ANCHOR BOLTS WITH HEXAGANOL NUTS (2 FOR EACH BOLT):

The bolt materials shall conform to IS 2062 with minimum yield strength of 240 mpa. The lower end of the anchor bolt

should be bent with a minimum radius of curvature of 3d (diameter of the bolts) The upper exposed portion of the bolt should have min threaded portion of 115mm (min) with one hexagonal nut followed one hexagonal lock nut. Suitable Plate washers should be provided along with the anchor bolts.

Anchor Bolts with Hexagonal Nuts shall be supplied by the canopy vendor as per the call off issued by BPCL Engineer to respective terr office. However, the fixing of foundation bolts/nuts in foundation is in the scope of civil vendor. Vendor needs to ensure that standard bolt has been used in canopy foundation before start of work.

PAINTING:

Painting of the steel structure and canopy column with two coats of Zinc chromate primer. All the steel structures other than canopy column will be painted with white/grey enamel paint of approved make. The canopy column will be painted with additional two coats of white enamel paint of approved make should be done.

ROOFING:

Trapezoidal roofing profile made out of 0.55mm TCT with high tensile bare Galvalum sheet of 275 mpa min yield strength of grade AZ-150 (55% Aluminium, 43.5% Zinc and 1.5% Silicon) with aluzinc coating of 150 GSM . The roofing should be Klippon Type.

Sheet to have wide pans with stiffening ribs for efficient water shedding and special male female ends with full return leg on side lap for purling support and anti capillary flute in side lap. Sheets shall be fixed to purling with concealed clips and no fasteners to penetrate the sheeting. The clip should lock over the male rib and into the underside of the centre and female ribs and shall be fastened to support with wafer head self drilling zinc coated fasteners. The sheets shall be supplied in lengths to suit site dimensions for avoiding longitudinal laps in the roofing system and to ensure water tightness of the roofing system.

APPROVED MAKES OF REROLLERS:

M/s. Interarch, M/s. Speco Tech, M/s. M G Industries, M/s. Yash Fabtech, M/s. Akanksha Sales Promoters India Pvt. Limited, M/s. Metcraft, M/s. Conroof Industries or any other equivalent as approved by RHQ. The re-rollers shall confirm to the approved makes of base Metal i.e. JSW, TATA, Bhushan Steel or any other equivalent as approved by RHQ.

FLASHING:

Ridge flashing shall be flat sheets or trapezoidal matching the roof profile and bent to the ridge angle. All the other flashing shall be flat sheets and manufactured out of the same material and thickness (i.e. Galvalum sheet of .55mm TCT) as that of roofing.

Wherever the flashing interface with trapezoidal profile roofing, filler blocks should be provided in the gaps and sealed with silicon sealant for leak proof performance. After the installation the roof should be cleared of all the metal wastes, screws, nails etc. Necessary profiled filler should be provided at the higher level of roof sheeting & also at the valley gutter in order to ensure water tightness in the profile gaps. All external flashing in the roof all around excluding gutter are to be of the same material and thickness as roof sheeting.

GUTTER AND DOWNPIPE:

Gutter shall be manufactured out of 0.91mm or more thick Plain aluminium sheets in lengths of 2.5 - 3m min. (Longer lengths preferred). All the gutter joints shall be fixed by bulb tight rivets and silicon sealant shall be applied all over the joint for leak proof performance. The gutter end caps shall be provided at either ends and duly sealed with silicon sealant. The opening shall be made in the gutter for down spot position with sleeves fixed on the gutter and connecting the down take pipe. Silicon sealant to be applied all over the joints to ensure water tightness. The gutter slope shall be in such a way that the water collected from the roof move on the down take pipe smoothly without stagnation of water at any point of the gutter. Size & Shape of the gutter will be trapezoidal section of min. 400mm x 300mm with min. 200mm depth for effective drainage of the storm water depending upon the rainfall to be designed by the supplier and approved by BPCL. The Gutter openings at the top of the water down pipe should be provided with suitable MS wire mesh to prevent the entry of foreign materials like dry leaves, polythene bags etc. and choke the water down pipe/drains. For effective drainage of storm water, the heavy duty PVC drain down pipe will be designed by the supplier depending upon the rainfall in the area. However minimum diameter of these pipes running inside columns will be 100mm. Cost of clamp, brackets and accessories etc. to be included in the cost. Please note no structural member to be used as a gutter. Gutter to be tested with water filled for 24 hrs to ensure it is water tight.

FASCIA:

Provision is to be made for fixing 800mm wide fascia to be provided all along with the canopy sides. Fascia pre-coated sheet of 0.80mm TCT with high tensile* Galvalum sheet of 540 mpa min yield strength of grade AZ- 150(55%Aluminium, 43.5% Zinc and 1.5%Silicon) with aluzinco coating of 150GSM. The pre-coated sheets should be finished with a 18-22 micron polyester coating (on the exposed surface) with BPCL yellow colour over an epoxy primer of minimum 5 micron. The pre-coated sheet to be painted with polyester as per BPCL RVI waves with BPCL BLUE colour (BPCL Yellow and BPCL Blue should match the respective ACM colours). On the back surface, the pre-coated sheet should be finished with minimum 5 microns polyester coating over an epoxy primer of minimum 5 microns. Fascia sheet to be fixed using countersunk screws along with the frame on all sides. The weight of the fascia on the front, rear and sides to be considered while designing canopy.

BPCL Yellow: CMYK Combination: M10& Y-100

BPCL Blue: CMYK combination: C-100 & M-40

FALSE CEILING:

The Scope of this specification covers the design, manufacture, prefabrication, transportation, installation and commissioning of the complete false ceiling system.

A. MATERIALS OF PANEL:

A1: Cold rolled steel conforming to IS 513 having Approved make of base metal is JSW, TATA or Bhushan. The Re-rolls Certificate shall confirm to the approved makes of base Metal i.e. JSW, TATA, Bhushan Steel or any other equivalent as approved by RHQ. Panels/sheets of Minimum 0.50 mm thick pre-coated steel (base metal 240 Mpa yield strength and coated with zinc in a minimum thickness of 180 gms per sq.m. total of both sides). The panel/sheet should be finished with a 20 micron regular modified polyester coating on the exposed surface. The total coated (TCT) should be minimum 0.58 mm. All other specification is similar as mentioned in Tender documents. The Scope of this specification covers the design, manufacture, prefabrication, transportation, installation and commissioning of the complete false ceiling system.

B. DESIGN CRITERIA:

- B1: Ceiling system to be designed to withstand wind velocity of 180 Kmph and relevant seismic factor to the specific location where the false ceiling is to be installed or wind load as per IS 875 Part III whichever is higher.
- B2: System to be designed as fixed system in which false ceiling panels are fixed to the false ceiling runner by suitable designed GI cleat system.
- B3: The flashing, capping and trims shall be manufactured from the same materials and colour as the ceiling materials. These are fixed with aluminium rivets or stainless pins.
- B4: Maximum deflection of sheets (panels) is limited to L/325 maximum as per IS 800 deflection criteria.

C. PANEL SPECIFICATIONS:

C1: Rolled formed ceiling panels of 150 F/200 F including suitable designs of tongue and groove interlocking Ceiling system comprising of 150mm/200mm x 17mm/21mm deep panels, roll formed out of Minimum 0.5 mm thick pre-coated steel (base metal 240 Mpa yield strength and coated with zinc in a minimum thickness of 180 gms per sq.m. total of both sides). The panel should be finished with a 20 micron regular modified polyester coating on the exposed surface. The total coated (TCT) should be minimum 0.58 mm. Colour of the panel shall be white matt finish.

SCOPE INCLUDES:

1. False Ceiling Runners of suitable section to be cold rolled formed Z section made out of GI coils with 275 GSM galvanized and yield strength of 345 mpa or galvanized tube section/ equivalent structural members.
2. The spacing of runner should be maximum 1.2 m.
3. The false ceiling runners to be fixed to main structure by cleats with adjustable holes for level adjustments to be located in the rafters.
4. The false ceiling panels to be joined with suitably designed splice of the same material as of the false ceiling panel.
5. The canopy supplier would liaise with the site engineer and make arrangement for cutting of false ceiling for installing electrical fittings/fixture as directed.

NOTE: Supplier has to visit the site before supply of materials at site and get familiarized with the wind velocity, seismic (earthquake) factor, Bolt used in foundation and accordingly design of false ceiling to be done and submit the

design calculation and drawing details to BPCL. After completion of work, supplier has to submit warranty certificate from manufacturer of panels to BPCL.

DOCUMENTS FROM VENDOR: The canopy supplier should provide the following documents:

1. Column reactions on foundation.
2. General Arrangement (GA) drawing for the proposed canopy.
3. Erection Drawing - 2 Sets.
4. As built drawing - 2 sets.
5. Structural stability certificate and drawing for canopy structure along with design calculation, connection design, base plate etc. from Structural Engineer/ Consultant.
6. Test certificates of structural steel, fasteners, roofing, false ceiling materials.
7. Total Weight Calculation of the Canopy Structure meeting norms of minimum 33Kg/m².
8. Gutter water test certificate from BPCL Engg. / Dealer.
9. Guarantee/warranty of false ceiling/roofing materials OR proof of make/ manufacturer's specification mentioning strength as specified.

ANNEXURE-VI: SCOPE OF INSPECTION WITH LIST OF APPROVED TPIAS & QAP

(inspection of prefab steel canopy jobs by third party inspection agency. TPIAs which are accredited under "NABCB accredited bodies as per requirement of ISO/IEC 17020 as Type A" in QCI's NABCB website: (http://nabcb.qci.org.in/accreditation/req_bod_inspection_bodies.php)

1. INSPECTION OF PREFAB STEEL CANOPY WORKS AT THE VENDORS FACTORY PREMISES.

(a) Scope of Inspection:

- Inspection of structural Steel proposed to be used by the vendor for PREFAB STEEL CANOPY at Retail Outlet.
- Inspection of all other materials like Pre-coated sheets, roofing sheets, false ceiling panels/ sheets, gutter, bolts & nuts for makes specifications and certification of material acceptance.
- Verification of fabrication details dimensions of various PREFAB STEEL CANOPY structural & related members with specifications & approved structural drawings.

(b) Inspection stage:

Only one stage: Scope as above and QAP of Canopy. For roofing and false ceiling material, the TPIA may have to do the inspection at RO sites.

2. INSPECTION OF PREFAB STEEL CANOPY STRUCTURAL MEMBERS AT RO SITES :

(a) Scope of Inspection:

The TPIA is required to inspect the installation of all PREFAB STEEL CANOPY structural members released from the vendors factory for each RO, at the respective RO site and certify the acceptance of their installation and thus the completion of the works & issue completion certificate.

(b) Inspection stages:

• **First Stage:**

After completion of installation of all Structural members, roofing and Gutter but before commencement of false ceiling, Facia sheets and flashing works for acceptance including submission of inspection report of erection viz. MS Structures, Purling, Bolts and nuts for Primary and secondary connections, Fixing of Gussets to Anchor bolts, Roofing, Gutter and down take pipe.

• **Second Stage:**

After completion of installation for acceptance of PREFAB STEEL CANOPY viz false ceiling, Fascia and Flashing including submission of **inspection report along with final completion certificate** indicating completion of works in all respects.

3. INSPECTION VISITS:

- (a) For each RO site, the TPIA shall undertake one **visit to the Vendors factory** , in such a manner that they complete inspection when the material is ready for dispatch from the factory to the RO premises.
- (b) However with respect to **Site Inspection** the number of **visits shall be two for each RO site** as detailed in 2 b.
- (c) The inspection reports shall be submitted covering all aspects of the QAP (Quality Assurance Plan) format applicable for each stageof inspection.

4. INSTRUMENTS FOR INSPECTION:

Inspectors of TPIA are expected to carry calibrated Elcometer, screw gauge, vernier callipers, measuring tape etc. that are required for checking the physical aspects & finishes of the materials being inspected by them.

5. CO-ORDINATION WITH TPIA FOR INSPECTION:

It is the responsibility of the respective vendor who has been awarded PREFAB STEEL CANOPY works against this tender to liaise/co-ordinate with TPIA & arrange for the three stage inspection as detailed above.

6. PAYMENT TO TPIA:

Payment to TPIA shall be in the scope of the vendor who has been awarded PREFAB STEEL CANOPY work against this tender. No additional payment will be made to the vendor on this account.

7. SUBMISSION OF TPIA REPORTS

Vendor has also to submit the following reports In addition to the documents mentioned in the tender along with the bill for release of payment.

- (a) Factory inspection report by TPIA in the format provided by BPCL.
- (b) Site inspection report by TPIA in the format provided by BPCL.
- (c) Photographs of each stage at site level.

Notwithstanding the above inspection by TPIA, BPCL reserves the right to check for any or all of the above parameters at the RO site if required.

Prefab Steel Canopy Vendor & TPIA vendor will be held responsible for any wrong information provided & suitable action will be initiated against both Prefab Steel Canopy vendor & TPIA vendor.

QUALITY ASSURANCE PLAN				
SCOPE OF TPI FOR WORKS AT FACTORY				
SR.	MATERIAL/ PRODUCT	INSPECTION PARAMETERS	MODE/ TYPE of Inspection	ACCEPTABLE LIMIT / CRITERION / SPECIFIED VALUES
1	Structural Drawing & Stability Certificate	Structural Drawing & Stability Certificate	Checking of Drawings and Certificate	Approved signed and sealed copy of structural design and drawing by structural engineer. The design parameters and drawings should be as per BPCL specifications and layout as per Call off letter by BPCL
		Weight of canopy	Weight calculation of Structural members	Minimum 33kg/sq.m of structural members, as per BPCL specifications. This includes weight of columns with base plates, trusses, fascia frame along with blind fascia. purlins but excluding the weight of roofing, false ceiling, false ceiling runners, cleats, gutter and nuts & bolts. TPIA Certified copy of weight calculation sheet to be attached.
2	MS Structure	MATERIAL MAKE, GRADE & SIZE OF SECTIONS		
		Steel	Visual Check	Steel used for structural members are of approved make. (TISCO, SAIL, ESSAR, Lloyds, JINDAL Steel, VIZAG Steel, BHUSHAN, Uttam Steel). Angles and Flats below the size of 50mm x 50 mm for bracing fascia frame which are not manufactured by the mentioned companies should conform to IS2062:2006. The manufacturer certificate of the same should be provided. Mention the make of the steel.
WORKMANSHIP				
		Welding	Visual Check	Electrode of E-6013 or required grade to be used for welding. Make of electrodes used for welding shall be ESAB/ ADOR/ D& H SECHRON/ D& H WELDING ELECTRODES/ MAILAM METALLOGEN/ IOL. Mention make of electrode. Manufacturer's Certificate should be provided.
		Fabrication Quality	Visual Check	Overall quality of fabrication shall be satisfactory and acceptable conforming to standard Engineering Practices.
		Column Dimensional check	Physical Measurement	Canopy column should be rectangular box section of 400 mm x 200 mm x 6 mm (OR) column can be built using ISMC 200 channels welded with 6 mm plates so as to give the finished rectangular columns of 400 mm x 200 mm x 6 mm. Mention type of column construction & check for size & thickness. Suitable openings to be provided at the top & bottom of the column for cable entry & exit.

		Dimensional check of Beams, Gussets, Bracings, Fascia frame & other related members	Physical Measurement	Dimensions should conform to specifications and Structural drawings.
		Holes for bolted joints	Visual Check	Holes for the bolted joints made by drilling only. Bolt hole Sizes are correct as per drawings. No holes by gas cutting method allowed.
		Surface finish	Visual Check	Two coats of Zinc chromate primer and on column with additional two coats of white enamel paint.
		MATERIAL		
		GI sheets/ Tubes	Visual Check	Secondary purlins should be cold formed galvanized with 275 GSM galvanization total both sides & yield strength of minimum 345 mpa only (OR) TATA tube with 275 GSM galvanization total both sides.
3	Purlins	WORKMANSHIP		
		Dimensional check	Physical Measurement	Cold formed galvanized Z sections (OR) galvanized C sections (OR) TATA tube. Check for size as per the structural drawing.
		Fabrication	Visual check	Overall quality of fabrication shall be satisfactory and acceptable conforming to standard Engineering Practies. Holes for the bolted joints made by drilling only. Bolt hole Sizes are correct as per drawings. No holes by gas cutting method allowed.
4	Pre-coated Sheet	MATERIAL		
		Pre-coated sheet	Visual Check	Fascia pre-coated sheet of 0.80 mm TCT with high tensile bare Galvalum sheet of 540 mpa min yield strength of grade AZ-150 (55% Aluminum, 43.5% Zinc and 1.5% Silicon) with aluzinc coating of 150 GSM.
		Overall thickness of sheet	Physical Measurement	Thickness shall be 0.8 mm TCT, as per specifications. Check for thickness and report.
		WORKMANSHIP		
		Dimensional check	Physical Measurement	Dimensions should conform to drawings so as to provide 800 mm wide fascia to be provided all along with the canopy sides.
		Surface finish and colour	Visual Check	EXPOSED SURFACE: Epoxy primer of min. 5 Microns, Polyester coating of 18-22 microns. BACK SURFACE: Epoxy primer of min. 5 Microns, Polyester coating of min. 5 microns.
		Colour	Visual Check	EXPOSED SURFACE : BPCL RVI waves of BPCL Blue and BPCL yellow colour as per drawings.

SCOPE OF TPI FOR WORKS AT FACTORY/ RO PREMISES

1	Roofing	MATERIAL		
		Base metal of Galvalum sheets	Visual Check	Roofing material of 0.55 TCT with high tensile bare Galvalum sheet of 275 mpa minimum yield strength of grade AZ-150 with aluzinc coating of 150 GSM. Approved make of base metal shall be JSW, TATA, Bhushan. Mention make of base metal. Re-roller's Certificate to be provided.

		Rerollers of Galvalum sheets	Visual Check	Approved makes of re-rollers M/s Interarch, M/s Speco Tech, M/s M G Industries, M/s Yash Fabtech, M/s Akanksha Sales Promoters India Pvt. Ltd. M/s Metcraft and M/s Conroof Industries.Re-roller's certificate to be provided.
		Overall Thickness of Panel	Physical Measurement	Thickness shall be 0.55mm TCT, as per specifications. Check for thickness and report.
		WORKMANSHIP		
		Dimensional check	Physical Measurement	Roofing shall be Klippon type with trapezoidal profile of lengths to suit the site dimensions for avoiding longitudinal laps.
2	Rolled formed False ceiling panels	MATERIAL		
		Rolled formed ceiling panels/ sheets	Visual Check	Panels/ sheets of 0.5 mm thick pre-coated steel (base metal 240 Mpa yield strength and coated with zinc in a minimum thickness of 180 gms per sq.m. total of both sides). The panel/ sheet should be finished with a 20 micron regular modified polyester coating on the exposed surface. The total coated (TCT) should be minimum 0.58 mm.
		Thickness of panel/ sheet	Physical Measurement	Thickness shall be minimum 0.58 mm TCT, as per specifications. Check for thickness and report.
		Colour	Visual Check	White matt finish
		False ceiling runners	Visual Check	Section to be cold rolled formed Z section made out of GI coils with 275 GSM galvanized and yield strength of 345 mpa or galvanized tube section/equivalent structural members. Compatible with the false ceiling panels.
		WORKMANSHIP		
		Dimensional check of Rolled form Panels	Physical Measurement	Rolled formed ceiling panels of 150 F/200 F including suitable designs of tongue and groove interlocking Ceiling system comprising of 150mm/200mm x17mm/21mm deep panels.

SCOPE OF TPI FOR WORKS AT RETAIL OUTLETS			
MATERIAL/ PRODUCT	INSPECTION PARAMETERS	MODE/ TYPE OF INSPECTION	ACCEPTABLE LIMIT/ CRITERION/ SPECIFIED VALUES
Erection	CONFORM TO BPCL SPECIFICATIONS AND STRUCTURAL DRAWINGS		
	STAGE-I		
	Structural members including Purlins, Roofing, Precoated sheets	Visual check & verification of installed members / sheets as per their approved members in the factory for the respective RO site.	The installed members in Canopy are the approved members in the factory for the respective RO site, in proper condition and without any damages.
	MS Structure: Columns	Plumb	Columns should be vertically straight and in Plumb. (Check with plumbline).
	MS Structure (Gussets, Beams, Bracings, Fascia frame& related members)	Visual check	All members to be erected as per structural drawings. Proper levels and alignment of all members to be visually checked. Photograph to be provided.

	Purlins	Visual check	Spacing should be max. 1.2m; Mandatory to provide purlins at extreme end of canopy (100mm to 300mm from the end of canopy)
	Bolts and nuts for Primay and secondary connections	Visual check	The members should be connected by proper alignment of designated holes in members with bolts and washers of adequate size and nut locking arrangement, as per drawings. All bolts shall be electro galvanised of approved makes by BPCL. Bolts for main structural connections are grade 8.8/ equivalent and for bracings, purlins, girths, etc to be 4.6/ equivalent. No hole to be left without the bolt , as per the structural drawing and no bolt should be left without nut. Photograph of ceiling before falseceiling to be provided.
	Anchor bolts with 2 hexagonal nuts for each bolt	Visual check	Gusset base welded to columns to be fixed on Anchor bolts. Each bolt to have one hexagonal nut followed by one hexagonal lock nut. Photograph to be provided.
	Roofing	Visual check	Klippon type roofing sheets to be fixed to purlins with concealed clips and no fasteners to penetrate the sheeting. Clips to be fixed with wafer head self drilling zinc coated fasteners. No longitudinal laps in the roofing sheets. Photograph to be provided.
	Gutter	Visual check	Gutter shall be manufactured out of 0.91 mm or more thick Plainaluminum sheets in lengths of 2.5 - 3m min.(Longer lengths preferred). All the gutter joints shall be fixed by bulb tight rivets andsilicon sealant shall be applied all over the joint for leak proof performance. The gutter end caps shall be provided at either ends and duly sealed with silicon sealant. The opening shall be made in the gutter for down spot position with sleeves fixed on the gutter and connecting the sown take pipe. Silicon sealant to be applied all over the joints to ensure water tightness. The gutter slope shall be in such a way that the water collected from the roof move on the down take pipe smoothly without stagnation of water at any point of the gutter. Size & Shape of the gutter will be trapezoidal section of min. 400mm x 300mm with min. 200 mm depth for effec tive drainage of the storm water depending upon the rainfall to be designed by the supplier and approved by BPCL. The Gutter openings at the top of the water down pipe should be provided with suitable MS wire mesh to prevent the entry of foreign materials like dry leaves, polythene bags etc. and choke the water down pipe/drains. After erection of canopy & finishing of roof/ gutter job, Gutter leak test to be done by filling with water and keeping for 24 hours. To be verified by TPIA & shown to BPCL Engineer/ dealer or his/ her representative. Photograph to be provided.
	Down take pipe	Visual Check	Minimum 150mm PVC Drain pipe of HDPE 6 kg/cm ² rating in each column
	STAGE-II		
	False ceiling runners	Visual & Physical measurement Check	RUNNERS: Spacing should be maximum 1.2m. Runners fixed to main structure by cleats with adjustable holes for level adjustments to be located in the rafters.

	False ceiling panels	Visual check	False ceiling panels joined by splices of same material. Panels flushed with Fascia and canopy lights should be smooth and with no visible gaps. False ceiling is erected at level (Visual check) Photograph to be provided.
	Fascia	Visual check	Fixing of Fascia sheets as per alignment of BPCL RVI drawings. Fascia sheets to be fixed with countersunk screws. Checking of shape and length of BPCL RVI painting. Photograph to be provided.
	Flashing	Visual check	RIDGE FLASHING: Flat sheets or trapezoidal matching the roof profile and roof angle of same material as that of roofing (0.55 mm thick TCT Galvalum sheet). All other flashing of flat sheets of adequate size and of same material as that of roofing. Filler blocks with silicon sealant wherever there is flashing interface viz : Ridge and Sides of canopy .Photograph to be provided.

FORMAT OF CERTIFICATE OF STRUCTURAL STABILITY FOR DESIGN/ SUPPLY/ FABRICATION & ERECTION OF STEEL CANOPY

This is to certify that the Canopy Structure installed at M/ s. -----
BPCL Retail Outlet at ----- by M/s----- has
been designed considering the requirement of M/s. BHARAT PETROLEUM CORPORATION LIMITED ---
----- OFFICE, Site requirements & in confirmation to the guidelines recommended in BIS
Code IS-800 , for Structural Design against structural stability & safety requirements and BIS Code IS- 875
or 180 km/hr, whichever is higher, to withstand the wind speed .

The basic materials of construction & fabrication parameters considered are as fo llows:

- Structural members (Channels, Angles, Bars, Plates, Flats) are as per IS2062 with minimum Tensile strength 26.0 kg/mm² .
- Hardware (Bolts, Nuts & Washers) confirm to code requirements of IS 1237 .
- Pipe for drainage IS Heavy duty PVC drain pipe of HDPE 6 kg/ cm² rating as per IS code.
- All material used for welding is as per IS 814 & weld joints are full penetration Butt/ Fillet
- Welds with minimum weld thickness as per minimum material thickness & as per code.

The canopy has been constructed and erected as per the drawings, specifications and sound engineering practices.

The structural canopy has been inspected by us and the erected canopy is as per drawing and is stable and safe against overturning, deflection, Bending & Wind pressure.

C E R T I F I E D

For M/ s-----

Name of Structural Consultant

Structural Consultants' Signature / Stamp

ANNEXURE-VII: SAFE PRACTICES AT ERECTION SITES:

The use of safety equipment and diligently implementing safe practices in construction sites is of paramount importance. In order to avoid accidents please ensure to have following safety equipment at all construction sites & inculcate the habit of using the same.

1. **Adequate no. of Safety helmets** -To be worn by everyone working on site and for visitors as well.
2. **Adequate no. of Safety shoes**-- To be worn by everyone working onsite.
3. **Safety harness/ belt** - should be worn by people working at height.
4. **People working on electrical panel** must wear **proper Rubber footwear** and **Insulated gloves** to avoid electric shock.
5. Light pole/Emblem pole/Monolith must be erected with the help of **crane or chain & pully block** only. **It should never be erected manually.**
6. The construction site should be properly barricaded & **WORK IN PROGRESS** board should be displayed prominently.
7. The installation of light fixtures on light poles should be done by **proper ladder arrangement.**
8. **EXCAVATION:**

Area where excavation is carried out should be segregated by means of colour bands/Rope fastened on pillars at sufficient distance from pit so as to avoid accidents in excavated area due to slippage of loose earth or otherwise.

 - (a) The site of the execution or trench should be sloped or battered back to a safe angle of repose usually 45 degree or be supported with shoring by timbering or other suitable means to prevent collapse. The type of support necessarily will depend on the type of excavation, type of soil ,the nature of ground and the ground water condition.
 - (b) Barrier/Fence shall be provided for preventing people from slipping into the pit.If the pit is in Vehicular driveway additionally a prominent board shall be put up showing **EXCAVATION IN PROGRESS.**
 - (c) Pumping out of accumulated water from pit is to be done at regular intervals. Run away water shall be prevented from entering the excavated area as it can cause erosion of soil and sudden collapse of earth.
 - (d) If the excavation is carried out without shoring necessary angle of repose to be maintained at all times.
 - (e) No labour shall be allowed **to sleep or take rest inside the pit.** Kids should not be allowed to come near the excavation work.
 - (f) Excavated earth shall be stacked away from cutting edge to avoid collapse of trench and sliding of heaped earth into trench.
 - (g) Contractor shall ensure that the excavation does not damage any existing underground cables, pipelines, foundation of adjoining buildings or structures etc. Wherever possible excavation shall not be so close and deep as to undermine safety of any adjoining building or structure.

9. Contractor must ensure that:

- (a) Smoking inside the premises of a working location is strictly prohibited except in the designated areas.
- (b) No source of ignition shall be taken to licensed premises or job.
- (c) It is essential that good house-keeping is practiced at all time to keep the work area neat and clean. No material on any of site of work shall be so stacked as to cause danger and inconvenience to any person or public.
- (d) At no time during working hours or at any time on site should any of the contractor s personal be under the influence of any intoxicants nor consume liquor, drugs or other intoxicating substances.

The above instructions shall be followed to avoid any mishap during construction.

The contract is liable to be terminated in case safety equipments as indicated above are not being used at site.

Stamp & Signature of Contractor

ANNEXURE-VIII: OTHER RELEVANT DOCUMENT TO BE SIGNED/ AND UPLOADED OR FILLED ONLINE

1. INTEGRITY PACT (IP)
2. CREDENTIAL BID FORM
3. DETAILS OF RELATIONSHIP WITH BPCDIRECTORS
4. YEARLY SUPPLY CAPACITY OF BIDDER FOR THIS BPCL TENDER
5. LOT QUOTED FOR:

Region	State/Location	Quoted Yes/ No
NR (11 lots)	Uttarakhand (Plain Area)	
	Uttarakhand / HP (Hilly Area)	
	Uttar Pradesh (West)	
	Uttar Pradesh (East)	
	Rajasthan-1 (Jaipur/ Kota)	
	Rajasthan-2 (Jodhpur/ Udaipur)	
	Punjab, Haryana, Delhi	
	Himachal Pradesh- Plane Area	
	Jammu & Kashmir- Plane Area	
	Jammu & Kashmir- Hilly Area	
	Jammu & Kashmir, Himachal Pradesh, Uttara Khand (Snow prone area)	
ER (9 lots)	Bihar	
	Jharkhand	
	Orissa	
	West Bengal	
	Sikkim & WB Hilly area (New Jalpaiguri Territories)	
	Arunachal/ Nagaland/ Mizoram/ Manipur	
	Tripurar, Meghalya	
	Assam	
	Hilly areas of West Bengal, Sikkim (Snow Prone canopy)	
SR (8 lots)	Kerala	
	Andhra Pradesh	
	Telangana	
	Tamilnadu / Pondichery-1 (Chennai/ Trichy/ Madurai Territories)	
	Tamilnadu / Pondichery-2 (Coimbatore/ Karur & Trinuvelli Territories)	
	Karnataka-1 (Belgaum & Gulbarga Territories)	
	Karnataka-2 (Mangalore/ Mysore & Bangalore Territories)	
	Hilly Areas in Tamilnadu (Snow Prone canopy)	
WR (8 Lots)	Maharashtra-1 (Mumbai/ Thane/ Pune/ Goa-Maharashtra Part Territories)	
	Maharashtra-2 (Nagpur/ Manmad/ Solapur/ Ahmednagar Territories)	
	Gujarat	
	Madhya Pradesh-1 (Bhopal & Gwalior Territories)	
	Madhya Pradesh-2 (Indore & Jabalpur Territories)	
	Chhattisgarh	
	Goa	
	Hilly Areas in Maharashtra (Snow Prone canopy)	