



## **BHARAT PETROLEUM CORPORATION LIMITED**

### **MS BLOCK PROJECT (MSBP) OF BPCL-KOCHI REFINERY, KOCHI, KERALA (INDIA)**

**(BIDDING DOCUMENT NO. BM/B034-000-EP-TN-7200/1002)**

### **BIDDING DOCUMENT FOR LSTK PACKAGE FOR NHT, PENEX AND BALANCE OF UNITS**

**Prepared & Issued by:**

**इंजीनियर्स  
इंडिया लिमिटेड**  **ENGINEERS  
INDIA LIMITED**  
(भारत सरकार का उपकरण) (A Govt. of India Undertaking)

# **MASTER INDEX**

<b>NAME OF WORK</b>	<b>: LSTK PACKAGE FOR NHT, PENEX AND BALANCE OF UNITS FOR MS BLOCK PROJECT OF M/s BPCL AT KOCHI REFINERY, KOCHI, KERALA (INDIA)</b>
<b>BIDDING DOCUMENT NO.</b>	<b>: BM/B034-000-EP-TN-7200/1002</b>

## **PART-I: COMMERCIAL**

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## **PART-II: TECHNICAL**

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**INVITATION FOR BIDS (IFB)**  
**FOR MS BLOCK PROJECT OF**  
**M/s BPCL AT KOCHI REFINERY, KOCHI, KERALA (INDIA)**  
**(INTERNATIONAL COMPETITIVE BIDDING)**  
**(e-Tendering)**

Engineers India Limited (EIL), on behalf of Bharat Petroleum Corporation Limited, Kochi Refinery invites e-Bids from eligible bidders for the following works:

**BIDDING DOCUMENT NO.: BM/B034-000-EP-TN-7200/1002**

Name of Work	Bidding Document on Website	Bid submission due date and time
<b>LSTK PACKAGE FOR NHT, PENEX AND BALANCE OF UNITS</b>	From <b>23.08.2017</b> To <b>23.10.2017</b> Up to 1200 Hrs. (IST)	<b>23.10.2017</b> Up to 1200 Hrs. (IST)

Unpriced Bids shall be opened on **24.10.2017 at 1400 Hrs. (IST)**.

Contact Person: DGM (SCM) & AGM (SCM), Telephone No.: +91-124-3802332/ 2354 / 2453, E-mail: [biswajit.mandal@eil.co.in](mailto:biswajit.mandal@eil.co.in), [singh.sk@eil.co.in](mailto:singh.sk@eil.co.in), [lalit.sharma@eil.co.in](mailto:lalit.sharma@eil.co.in).

The Detailed IFB along with Qualification Criteria, Non-Disclosure Agreement (NDA) and Bidding Document (Commercial Part) is available and can be viewed / downloaded directly from Govt. e-Procurement Portal: <http://eprocure.gov.in/cppp> .

A link for the above Documents is available on EIL website: <http://tenders.eil.co.in>; and BPCL website: [www.bharatpetroleum.in](http://www.bharatpetroleum.in).

Interested Bidders are required to submit the NDA duly signed & stamped as per the Format provided in the Bidding Document and shall submit NDA online on EIL website: <http://tenders.eil.co.in>. The Technical part of the Bidding Document shall only be forwarded in a Compact Disc (CD) to those Bidders who submit the duly filled, signed and stamped aforesaid NDA and accepted by Licenser.

Bidders are required to upload & submit their e-Bid through the Central Public Procurement Portal: <http://eprocure.gov.in/cppp> only.

All amendments (except technical amendment requiring NDA, which shall be issued in CD), time extension, clarifications, etc. will be uploaded in the web sites only and will not be published in News papers. Bidders should regularly visit websites to keep themselves updated.

Dy. General Manager (SCM)  
Engineers India Limited, Gurugram

 <b>Bharat Petroleum</b> <i>energising lives</i>	<p style="text-align: center;"><b>INVITATION FOR BIDS (IFB) FOR</b>  <b>FOR</b>  <b>LSTK PACKAGE FOR NHT, PENEX AND BALANCE OF UNITS</b>  <b>FOR MS BLOCK PROJECT OF M/s BPCL AT KOCHI REFINERY,</b>  <b>KOCHI, KERALA (INDIA).</b></p> <p style="text-align: center;"><b>(BIDDING DOCUMENT NO.: BM/B034-000-EP-TN-7200/1002)</b>  <b>(INTERNATIONAL COMPETITIVE BIDDING)</b></p> <p style="text-align: center;"><b>e-Tendering</b></p>	
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## 1.0 INTRODUCTION:

- 1.1 Bharat Petroleum Corporation Limited, Kochi Refinery (BPCL-KR) is planning to implement MS Block Project of 1.5 MMTPA capacity. The Complex will comprise of Naphtha Hydrotreating Unit (NHT) including Naphtha Splitter, Continuous Catalyst Regeneration type Catalytic Reforming Unit (CCR) and a Naphtha Isomerization Unit (ISOM) to meet BS VI automotive fuel quality.
- 1.2 The MS BLOCK PROJECT (MSBP) OF BPCL-KR is implemented partly on LSTK Methodology (for License units) and balance on EPCM methodology (for Offsite areas).
- 1.3 Engineers India Limited (EIL) has been appointed as Project Management Consultant (PMC) for the Project.
- 1.4 Engineers India Ltd. (EIL) on behalf of M/s Bharat Petroleum Corporation Limited, invites e-Bids under Single Stage Two Part Bid System for execution of '**LSTK PACKAGE FOR NHT, PENEX AND BALANCE OF UNITS**', from eligible bidders with sound technical and commercial capabilities meeting the Bidder Qualification Criteria stated in **Cl. 5.0**.

## 2.0 BRIEF SCOPE OF WORK:

- 2.1 The scope of work of LSTK Contractor includes Project Management, Residual Process Design, Detailed Engineering, Procurement, Fabrication, Inspection, Transportation of all equipment/ materials to the work site, storage, assembly, erection, installation, Modular construction to the extent possible in consultation with the Engineer-in-Charge including Piling , Civil and Structural, Hook up with Heater & CCR Package, Pre-commissioning, Commissioning assistance and performance guarantee test run in presence of Licenser & Owner Representative etc. and complete the total work of the Unit on Lump Sum Turnkey basis including supply of mandatory / recommended spares, first fill of chemicals and lubricants.
- 2.2 The bidder shall be the single point responsible contractor for entire scope of work.
- 2.3 For detailed scope of work refer technical section of the Bidding Document. LSTK package comprises of the following:

Sl. No.	Unit	Capacity MMTPA
1.0	Naphtha Hydrotreater and Naphtha Splitter Unit (Except Heater Package)	1.5
2.0	Light Naphtha Isomerisation Unit (Penex)	0.70
3.0	CCR (Except Cyclemax, Heater Package)	0.80
4.0	Hot Oil System ((Except Heater Package)	—

- 2.4 Reactors (Except CCR) and compressors shall be Free Issue Material (FIM) to the LSTK Contractor.

2.5 The LSTK Contractor shall provide all documentation in support of statutory approvals. The LSTK Contractor shall be required to obtain all statutory approvals ( Except MOE&F, KSPCB & PESO) for completion of their scope of work.

**3.0 TIME SCHEDULE FOR COMPLETION:**

3.1 The Time Schedule for completion of subject work shall be **22 (Twenty Two) Months for Mechanical completion including Pre-Commissioning from the date of issue of Letter of Acceptance (LOA).**

**4.0 SALIENT DETAILS:**

a)	Bidding Document on Website	:	<p>From <b>23.08.2017</b> to <b>23.10.2017</b></p> <p>The Detailed IFB along with Qualification Criteria can be viewed/ downloaded from the website: <a href="http://eprocure.gov.in/cppp">http://eprocure.gov.in/cppp</a>. A link for downloading the Bidding Document is given on EIL website: <a href="http://tenders.eil.co.in">http://tenders.eil.co.in</a> and BPCL website <a href="http://www.bharatpetroleum.in">www.bharatpetroleum.in</a>. Bidders shall note the following:</p> <ul style="list-style-type: none"><li>i. <b>Bidder is required to execute a Non Disclosure Agreement (NDA) with the Licenser before obtaining the Technical Part of Bidding Document. Bidder to note that submission of duly signed and sealed NDA strictly as per the format without any deviation is mandatory failing which the Technical Part of Bidding Document shall not be issued.</b></li><li>ii. <b>The Technical Part of Bidding Document shall be forwarded to the Bidder in Compact Disc (CD), after acceptance of NDA. However, bidder can download the Commercial Part of Bidding Document from NIC website <a href="http://eprocure.gov.in/cppp">http://eprocure.gov.in/cppp</a>.</b></li><li>iii. <b>Bidder to submit NDA online on <a href="http://tenders.eil.co.in">http://tenders.eil.co.in</a>. Bidder to submit their correct &amp; complete address detail in this website so that Technical Part of Bidding Document in Compact Disc (CD) can be forwarded to them on the address provided by them.</b></li><li>iv. <b>Bidders to note that submission of signed &amp; stamped NDA at a later date shall not be construed as a valid reason for extension of due date for bid submission.</b></li></ul> <p>All amendments (except technical amendment requiring NDA, which shall be issued in CD), time extension, clarifications, etc. will be uploaded in the web sites only and will not be published in News papers. Bidders should regularly visit websites to keep themselves updated.</p>
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b)	Site Visit	:	On <b>01.09.2017</b>												
c)	Last date of Receipt of Bidder's Queries for Pre-Bid Meeting	:	On <b>08.09.2017</b>												
d)	Date of Pre Bid Meeting #	:	at 1030 Hrs. (IST) on <b>11.09.2017</b>												
e)	Last Date and time of Online submission of Bids (Bid Due Date)	:	Upto 1200 Hrs. (IST) on <b>23.10.2017</b>												
f)	Online Opening of Techno-commercial Unpriced Bid #	:	1400 Hrs. (IST) on <b>24.10.2017</b>												
g)	Opening of Priced Bids	:	On date & time to be intimated later												
h)	e-Bid submission through e-tendering	:	Bidders are required to upload their e-Bid only on Government e-procurement portal <a href="http://eprocure.gov.in/cppp">http://eprocure.gov.in/cppp</a> . e-Bids uploaded in Government e-procurement portal <a href="http://eprocure.gov.in/cppp">http://eprocure.gov.in/cppp</a> are only acceptable. Physical Bids and Bid through any other mode shall not be acceptable.												
i)	Earnest Money Deposit (EMD) / Bid Security	:	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3" style="text-align: center;"><b>EMD AMOUNT</b></th> </tr> <tr> <th style="text-align: center;">Foreign Bidder</th> <th colspan="2" style="text-align: center;">Indigenous Bidder</th> </tr> <tr> <th style="text-align: center;">EURO</th> <th style="text-align: center;">USD</th> <th style="text-align: center;">INR</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><b>666,150.00</b></td> <td style="text-align: center;"><b>782,000.00</b></td> <td style="text-align: center;"><b>5,00,00,000.00</b></td> </tr> </tbody> </table> <p>EMD shall be submitted as per clause no. 8.0 below.</p>	<b>EMD AMOUNT</b>			Foreign Bidder	Indigenous Bidder		EURO	USD	INR	<b>666,150.00</b>	<b>782,000.00</b>	<b>5,00,00,000.00</b>
<b>EMD AMOUNT</b>															
Foreign Bidder	Indigenous Bidder														
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If the date “#” identified above happens to be a declared holiday / closed day in EIL Gurugram, the next working day shall be considered. EIL office working hours are 0830 Hrs. (IST) to 1700 Hrs. (IST) from Monday to Friday.

Bids are to be submitted only on e-procurement module of the Central Public Procurement Portal (CPPP) i.e. <http://eprocure.gov.in/cppp>. Bidder to follow instructions as given in Annexure-I to ITB (E-Tendering Methodology) for registering on the CPP Portal and submitting their bids online on the CPP Portal. It may be noted that the “.rar” format for Schedule of Prices (SOP) is required to be filled & submitted only in the Schedule of Price format downloaded from e-procurement portal <http://eprocure.gov.in/cppp>.

Request for extension or any queries received from any bidder within less than four working days prior to bid due date shall generally be ignored, since there will not be adequate time for proper communication with Client and other Bidders. Bidders shall submit the bid directly and in their own name without involving any intermediaries.

The Bidding Document is non-transferrable. Bidder shall download the Bidding Document in their own name and submit bid directly. However, in case of Consortium Bid, any member of the Consortium can download the bidding document.

## 5.0 BIDDER QUALIFICATION CRITERIA (BQC):

Bidder shall fulfil the following Bidder Qualification Criteria in order to qualify for this work:

## 5.1 TECHNICAL:-

### 5.1.1 IN CASE OF SINGLE BIDDER

5.1.1.1 The Bidder should have executed and completed as LSTK or EPC Contractor with single point responsibility, involving Project Management, Residual Process engineering, Detailed Engineering including Design, Procurement / Fabrication, Inspection, Erection, Construction , Pre-commissioning and Commissioning/ Commissioning Assistance of at least one of the following Units in Refinery, Petrochemical, Gas processing (Onshore), Fertilizer Complex:

- Naphtha Hydrotreater
- Naphtha Splitter Unit
- Light Naphtha Isomerisation Unit / Penex Unit
- Continuous Catalytic Reforming Unit
- Crude / Vacuum Distillation Unit
- Fluid Catalytic Cracking Unit
- Hydrocracker Unit
- Diesel Hydrotreating Unit
- Naphtha Isomerisation Unit
- Diesel Hydrodesulphurisation Unit
- Delayed Coker Unit
- VGO Hydrotreating Unit
- CGO Hydrotreating Unit
- Hydrogen Unit
- Ethylene Cracker Unit
- Polymer Unit (PP or HDPE or LLDPE/Swing)
- Purified Terephthalic Acid (PTA) Unit
- Process units in Aromatic Complex (Comprising of Units like Benzene, Toluene, Xylene Isomerization, Xylene Fractionation/ Para-Xylene Recovery units)
- Ammonia / Urea Plant
- Methanol Unit
- LOBS

5.1.1.2 The Unit as referred in Clause 5.1.1.1 above must have been commissioned within the last 10 (Ten) years and have been in operation for at least 1 (one) year after commissioning or should have successfully completed Performance Guarantee Test Run.

5.1.1.3 In case the bidder does not possess requisite experience of residual process engineering & detailed engineering, subcontracting of residual process engineering & detailed engineering will be acceptable, if the bidder exclusively engages an engineering sub-contractor for residual process engineering & detailed engineering with pre-award agreement. The engineering subcontractor shall on his own meet the qualification criteria for residual process engineering, detailed engineering as referred in clause 5.1.1.1 and 5.1.1.2 above in individual capacity. (Pilot plant residual process engineering and detailed engineering experience shall not be considered for qualification of Engineering sub-contractor).

5.1.1.4 At the time of bid submission, the bidder shall furnish Memorandum of Understanding (MOU) from Engineering Sub-Contractor for executing the residual process engineering & detailed engineering and the same shall not be changed thereafter. This MOU must remain in force at least till the pendency of the contract.

### 5.1.2 IN CASE OF CONSORTIUM BID

5.1.2.1 The leader of the consortium shall meet the criteria indicated at clause 5.1.1.1 & 5.1.1.2 above.

- 5.1.2.2 The division of scope of work among the consortium members shall be commensurate with their past experience. The leader of the consortium shall be solely responsible for the project management.
- 5.1.2.3 In case the Leader of consortium satisfies the criteria for Bidder qualification given in clause 5.1.1.1 & 5.1.1.2 above, except for residual process engineering & detailed engineering, the bid shall also be considered subject to engaging an engineering sub-contractor/consortium member who meets the requirement of residual process engineering & detailed engineering as per clause 5.1.1.3 and 5.1.1.4 (in case of engaging an engineering sub-contractor) above.
- 5.1.2.4 Total number of consortium members, in a consortium, including leader of consortium shall not exceed two.

- 5.1.3 The period mentioned in Clause No: 5.1.1.2 shall be reckoned from the Final Bid Due Date.
- 5.1.4 The reference units provided by the bidder with respect to their experience as mentioned in Clause No. 5.1.1.1, 5.1.1.2, 5.1.1.3, 5.1.2.1, 5.1.2.2 and 5.1.2.3 above must be Non Captive units.

## 5.2 COMMERCIAL:-

### 5.2.1 IN CASE OF SINGLE BIDDER

- 5.2.1.1 The Bidder should have executed and completed similar work(s) of value (s) as given below in previous 10 (Ten) years reckoned from the final bid due date for submission of bids:
  - a) One similar work of value not less than **INR 4,175.00 Million or USD 65.32 Million.**

**OR**

- b) Two similar works, each of value not less than **INR 2,385.00 Million or USD 37.32 Million.**

**OR**

- c) Three similar works, each of value not less than **INR 1,790.00 Million or USD 28.00 Million.**

Definition of "Similar works" shall be as per clause no. 5.1 above.

### 5.2.2 IN CASE OF CONSORTIUM BID

- 5.2.2.1 The Leader shall meet the Experience Criteria (Commercial) mentioned at clause no. 5.2.1.1 above.
- 5.2.3 In case Bidder has executed and completed Composite Works which includes qualifying work(s) stated in Cl. No. 5.2.1.1 above, then value of such qualifying work(s) out of the total value of Composite Works shall be considered for the purpose of qualification.
- 5.2.4 For Indian Bidders, Order value(s) in multiple currencies shall be converted to equivalent INR at the exchange rate of RBI reference rate as on the date of award of such proposed qualifying work(s). Similarly for Foreign Bidders, Order value(s), in multiple currencies shall be converted at the exchange rate of RBI reference rate to equivalent USD as on date of award of such proposed qualifying work(s).

## 5.3 FINANCIAL CRITERIA

### 5.3.1 IN CASE OF SINGLE BIDDER

#### 5.3.1.1 Annual Turnover:

The average annual turnover of the bidder during the immediate preceding 03 financial years shall not be less than **INR 1,790.00 Million** (for Indian Bidders) or **USD 28.00 Million** (for Foreign Bidders) as per the audited annual financial results as on due date of submission of bid.

#### 5.3.1.2 **Networth:**

Bidder's Net Worth as per latest audited financial statement shall be positive.

#### 5.3.1.3 **Working Capital:**

The bidder shall submit proof of having arrangements with their banker(s) for working capital requirement in the form of free line of credit for minimum value of **INR 325.00 Million** (for Indian Bidders) or **USD 5.10 Million** (for Foreign Bidders) as per the format attached in the Proposal Forms Section of Bidding document.

### 5.3.2 **IN CASE OF CONSORTIUM BID**

5.3.2.1 Any member of the Consortium shall meet the Annual Turnover and Working Capital Criteria as per Cl. 5.3.1.1 and 5.3.1.3 respectively as above.

5.3.2.2 **Net Worth** of both the Leader of consortium and other member of consortium **should be positive** as per the audited financial results of immediate preceding financial year.

#### **Notes:**

- (i) In case of Foreign Bidders, if the Annual Turnover is in currency other than USD, the same shall be converted into equivalent USD considering the conversion factor indicated in Bidder's Audited Financial Report. In case the same is not indicated, the conversion rate of USD as on last date of Bidder's financial year shall be considered based on RBI rate.
- (ii) In case of a foreign subsidiary company who does not publish its financial results but has only a consolidated annual report, then the consolidated annual report shall be considered for evaluation provided the statutory auditor/chartered accountant certifies that separate annual report of the bidder (without the financial data of subsidiaries) is not prepared and audited and as per the laws of the country of incorporation of the subsidiary company, the parent company is obligated to financially support the subsidiary, in case of the subsidiary's inability to discharge its obligations.
- (iii) In case a bidder is having wholly owned subsidiaries but only a single consolidated annual report is prepared and audited which includes the financial details of their wholly owned subsidiaries, consolidated audited annual report shall be considered for establishing the financial criteria subject to statutory auditor/ chartered accountant of the bidder certifying that separate annual report of bidder (without the financial data of subsidiaries) is not prepared and audited.
- (iv) In case the financial year closing date is within 9 months of bid due date and audited annual report of immediate preceding financial year is not available, Bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate three preceding financial years.  
Example, In case, audited annual report of immediate preceding financial year (year ending 31<sup>st</sup> March) is not available and where bid closing date is up to 31<sup>st</sup> December, the financial details of the three previous years immediately prior to the last financial year may be submitted. However, in case the bid closing date is after 31<sup>st</sup> December, it is compulsory to submit the financial details of the immediate three preceding financial years only.
- (v) The bidder shall furnish the original declaration letter from the bank for availability of line of credit. Also currency for seeking the amount of line of credit from the bank shall be in the currency as per the IFB/ Bidding Document requirement.

5.4 **GENERAL:**

5.4.1 **Bids may be submitted by any of the following:**

- a) A single entity (called single bidder)
- b) Consortium / Unincorporated JV having a **maximum of 2 (Two) members (One Leader and one member);**

5.4.2 **Fulfillment of Bidder's Qualification Criteria** and certain additional conditions in respect of each of the above **2** types of bidders are stated below, respectively:

- a) The single bidder shall fulfill each **Bidder's Qualification** Criteria of their own subject to sub-contracting provisions stated above.
- b) In case the bidder is a **consortium** / unincorporated JV, then the following conditions shall apply:
  - (i) Each member in a consortium may only be a legal entity and not an individual person;
  - (ii) the Bid shall specifically identify and describe each member of the consortium;
  - (iii) The consortium member descriptions shall indicate what type of legal entity the member is and its jurisdiction of incorporation (or of establishment as a legal entity other than as a corporation) and provide evidence by a copy of the articles of incorporation (or equivalent documents);
  - (iv) For Consortium, Bidder shall submit agreement/Memorandum of Understanding (MOU) along with the bid clearly defining the scope and responsibility of each member including the leader for execution of the contract. The distribution of work among leader and member of consortium shall be identified in MOU and not to be changed thereafter.

In case of successful Bidder, the MOU shall be converted to a definite Agreement before signing of the Contract and this agreement must remain in force at least till the pendency of the Contract.

- (v) Each member of the consortium shall be **jointly and severally responsible** for the performance of the contract and discharge of the contractor's obligations and liabilities under the contract
- (vi) No change in project plans, time tables or pricing will be permitted as a consequence of any withdrawal or failure to perform by a consortium member
- (vii) Consortium member shall give power of attorney to the leader to incur liabilities and receive instruction for and on behalf of any and all members of Consortium.
- c) Bidder / Consortium members submitting their Bid shall not be under liquidation, court receivership or similar proceedings and shall submit a declaration in this regard.
- d) Bidders are not permitted to quote experience of its Parent Company / Subsidiary / Holding Company to qualify the eligibility criteria stated at 5.1 & 5.2 above.

5.4.3 **Experience of Sub-Contractor:** A job **completed by a bidder as a sub-contractor** shall be considered for the purpose of meeting the experience criteria of BQC subject to submission of following documents in support of meeting the "Bidder's-Qualification Criteria":

- i. Copy of work order along with SOP issued by main contractor.
- ii. Copies of **Completion Certificates** from the **end User/ Owner/ PMC and** also from the **main contractor**. The Completion Certificates shall have details like work order no. /date, name of unit, brief scope of work, ordered & executed value of the job, completion date etc.

However, in case bidder is not able to furnish the completion certificates from the end user/ Owner/PMC in his name, then completion certificate issued in the name of main Contractor shall also be considered as proof of completion.

5.5 **DOCUMENTS AND DATA REQUIRED WITH BID**

Bidder shall complete and submit the documentary evidence as below to establish that the bidder meets the Bidder Qualification Criteria as per IFB.

**5.5.1 For Experience Criteria (Technical):**

- 5.5.1.1 Copy of relevant pages of work order(s)/ contract agreement(s)/ contract document(s) mentioning the value and the scope of work for the reference unit(s) submitted for qualification.
- 5.5.1.2 Completion Certificate(s) by Owner/ Owner's Consultant indicating commissioning date for the reference unit(s) submitted for qualification.
- 5.5.1.3 Certificate(s) of Unit/ Plant operation or Performance Guarantee Test Run meeting the objectives for the reference unit(s) submitted for qualification from Owner(s)
- 5.5.1.4 Memorandum of Understanding (MOU) between Bidder & Engineering Sub-Contractor for executing the Residual Process Engineering and detailed engineering, as applicable.

**5.5.2 For Experience Criteria (Commercial):**

- 5.5.2.1 Bidder shall furnish documentary evidence i.e. copies of work orders/ relevant pages of contract/SOR, completion certificate, from the Owner/ Consultant (in case of sub-contractor, documentary evidence as per clause 5.4.3 above) of work executed in the first instance itself, in support of their fulfilling the qualification criteria. EIL reserve the right to complete the evaluation based on the details furnished without seeking any additional information.
- 5.5.2.2 For Composite Works, in the event the value of the qualifying work(s) cannot be ascertained from the Work Order/Completion Certificate submitted by Bidder, Copy of Schedule of Prices (SOP) as per Contract, relevant pages of Contracts, Copy of relevant pages of Final Bill certified by Owner for establishing requirement of BQC or written letter from their Client specifying the qualifying work(s) with values can be submitted for qualification.

**5.5.3 For Financial Criteria:**

- 5.5.3.1 Bidder shall furnish documentary evidence in the form of complete Audited Annual Report/ Financial Statements- Balance sheets and Profit and Loss Accounts statements of the preceding 3 (Three) financial years, Letter from their Banker(s) for working capital requirement etc. along with the Bid to establish Bidder's conformance to Financial Criteria mentioned in Cl. 5.3 above.

- 5.5.4 In case of consortium bids, all relevant documents shall be furnished as per IFB.

**5.5.5 REQUIREMENT OF AUTHENTICATION AND SUBMISSION OF DOCUMENTS :**

**5.5.5.1 AUTHENTICATION:**

- i. Submission of authentic documents is the prime responsibility of the bidder. Wherever BPCL/EIL has concern or apprehensions regarding the authenticity/correctness of any document, BPCL/EIL reserve the right to get the documents cross-verified / directly interact with the Bidder's Clients / document issuing authority.
- Bidder shall also render assistance in facilitating visit to the reference unit, if so considered necessary by BPCL/EIL.
- ii. All documents furnished by the bidder in support of meeting the Experience Criteria (Technical & Commercial) and Financial Criteria (5.1, 5.2 and 5.3 above) of BQC shall be:
  - a) Duly certified by Statutory Auditor of the Bidder or a practicing Chartered Accountant (not being an employee or a Director and not having any interest in the Bidder's company) where audited accounts are not mandatory as per law,

**OR**

b) Bidder shall submit documents duly notarized by any notary public in the Bidder's country or certified true copies duly signed, dated and stamped by an official authorized for this purpose in Indian embassy/high commission in Bidder's country.

**OR**

c) Bidder shall submit self-certified documents from any one out of CEO or CFO or Company Secretary of the Bidder (Limited company only) along with Self-Certification as per **Annexure – A** attached with **IFB**. This option shall not be applicable to Proprietorship/ Partnership firms.

iii. With regard to financial documents, if Bidder submits bound original printed booklet of complete published and audited annual financial statements including balance sheet, profit & loss accounts and all other schedules for the preceding three financial years, the same shall be considered without certification as mentioned above.

However, in case the bidder submits either a photo copy of audited financial statement or a translated copy of the published financial statements, the same shall be certified as per 5.5.5.1 (ii) above.

#### **5.5.5.2 SUBMISSION OF DOCUMENTS**

i. All documents furnished by the bidder in support of meeting the Commercial, Technical and Financial criteria (5.1, 5.2 and 5.3 above) of BQC as per IFB shall be **Digitally Signed** authenticated copies and submitted in e-tendering website along with their offer.

In case of submission of digitally signed authenticated copies of documents for meeting BQC, bidder shall not be required to submit the original authenticated documents in physical form to EIL / BPCL subject to confirmation by bidder on **Annexure-B** attached with IFB.

ii. In case bidder is not able to submit the authenticated documents through e-tendering website as per the requirement of bidding document, bidder shall submit the hard copy of authenticated copies of documents for meeting BQC, as above in a separate section/ booklet within 07 (Seven) calendar days of unpriced-bid opening at the address mentioned below. This section/booklet shall be titled as "**Documentation against Bidder Qualification Criteria (Experience Criteria: Technical & Commercial & Financial Criteria)**" with proper index and page numbering.

The address for submission of above documents including Earnest Money Deposit, Integrity Pact, Power of Attorney is given at Clause no. 7.5 below.

iii. Similar to BQC documents, Power of Attorney can be submitted Digitally Signed as per the requirement specified in the Bidding Document.

5.5.6 Bidder should submit Solvency certificate from Nationalised/ Scheduled Banks. Foreign bidders may also submit solvency certificate from an International bank of repute having a branch in India or having correspondent banking relationship with an Indian scheduled bank, in which case Solvency certificate shall be counter signed by their Indian branch or by scheduled Indian bank as the case may be. In case of Consortium Bids, each member of the Consortium shall submit Solvency Certificate.

5.5.7 Bidders should have valid PF, GST registrations and PAN. In case any Bidder is not able to submit the same at the time of Bidding, the Bidder shall submit an undertaking that the same shall be submitted by them within 2 months of award, in case the work is awarded to them.

5.5.8 Any additional documents if deemed necessary to establish the qualifying requirements may be submitted by the Bidder.

5.5.9 BPCL/EIL reserves the right to complete the evaluation based on the details furnished (without seeking any additional information) and / or in-house data, survey or otherwise.

5.5.10 Failure to meet the above Qualification Criteria will render the Bid to be summarily rejected. Therefore, the bidder shall in his own interest furnish complete documentary evidence in the first instance itself along with their bids, in support of their fulfilling the Qualification Criteria as given above.

5.5.11 In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder. In absence of requisite document(s), BPCL/EIL reserves the right to reject the bid without making any reference to the Bidder.

5.5.12 For details regarding submission of bids, refer Instructions to Bidder (ITB).

## **6.0 SITE VISIT & PRE-BID MEETING**

6.1 Bidders are invited for site visit as per the date mentioned in Cl. 4.0 above.

6.2 Pre-bid Conference / Meeting shall be held at Engineers India Ltd., EIL office complex, Tower-1, 3<sup>rd</sup> Floor, Sector-16 (On N.H-8), Gurugram-122 001, Haryana, India as per the date mentioned in Clause 4.0 above. Bidders or their authorized representatives are requested to attend the Pre-Bid Meeting so that their queries, if any, related to the Bidding Document and Scope of Work can be addressed during the meeting.

6.3 The bidders are requested to send consolidated queries/clarifications, if any, by e-mail to reach EIL at least four days before the pre-bid meeting as per the format attached in the Proposal Forms Section of Bidding document. Queries in piece-meal basis will not be entertained. The clarifications shall be provided during the pre-bid meeting.

6.4 Non-attendance of the pre-bid meeting shall not be a cause of disqualification of the bidder.

## **7.0 SUBMISSION OF BIDS**

7.1 Bids are required to be submitted only through CPP Portal (URL: <http://eprocure.gov.in/cppp>) using valid digital signature Certificates. Bidders are required to register themselves on the Central Public Procurement Portal (URL: <http://eprocure.gov.in/cppp>). No registration fee would be charged from the bidders. Detailed Instructions in this regard are provided as Annexure-I to Instructions to Bidder (ITB) section of the Bidding Document.

7.2 Bidders in their own interest are requested to register on the CPP Portal and upload/submit their bid well in time. Bidder will be responsible for any delay due to other issues.

7.3 Physical Bids / Offers or Bids through any other mode shall not be accepted. The Offers submitted through e-tendering system, as above shall only be considered for evaluation and ordering. Bids sent through Fax/E-mail/Courier/Computer floppy/CD/Pen Drive shall not be accepted.

7.4 Bidder to refer e-Tendering Methodology provided as Annexure-I to Instructions to Bidders (ITB) in the bidding document. Bidders are requested to get acquainted with the e-Tendering System in advance and obtain/seek clarifications, if any from EIL and / or the CPP Portal Help Desk (Contact No. . +91-120-4200462, +91-120-4001002, +91-8826246593, 1800-3070-2232 or Mobile Nos. +91-7878007972/ +91-7878007973) and e-mail: [support.nic@eil.co.in](mailto:support.nic@eil.co.in).

7.5 Earnest Money Deposit, Integrity Pact, Power of Attorney, BQC Documents, MSE Certificate and any other document required to be submitted in original shall be submitted in sealed envelopes to the below mentioned address within 07 (Seven) calendar days from the date of opening of unpriced bids. Scanned copy of the same to be uploaded on e-procurement Portal:

**Kind Attention:** Mr. Biswajit Mandal-DGM (SCM),  
3<sup>rd</sup> Floor, Tower-I,  
Engineers India Limited,  
Sector-16 (On NH-8), Gurugram  
Haryana-122001 (India)

## **8.0 EARNEST MONEY DEPOSIT (EMD)**

8.1 Earnest Money Deposit (EMD) as mentioned above shall be submitted within the Bid Due Date. EMD shall be submitted in the form of crossed Demand Draft / Pay Order / Banker's Cheque or Bank Guarantee (as per Proforma provided in the GCC) in favour of "Bharat Petroleum Corporation Ltd." payable at Kochi. Earnest Money Deposit (EMD) shall be valid for a period of **8 (Eight) months** from the due date of opening of Techno-commercial Bids and shall be submitted from any Indian Scheduled Commercial Bank / Indian Branch of Foreign Bank. Foreign Bidder may submit BG from an International Bank of repute having a branch in India or

having correspondent banking relationship with an Indian Schedule bank, in which case BG shall be countersigned by their Indian Branch or by Scheduled Indian Bank as the case may be.

Based on authorization by foreign bidder, their Indian associate can also submit EMD in INR, in form of crossed Demand Draft / Pay Order / Banker's Cheque only, in favour of "Bharat Petroleum Corporation Ltd." payable at Kochi.

Exemption of EMD will be applicable for Micro and Small Enterprises (MSEs) registered with National Small Industries Corporation (NSIC) **as per provisions mentioned** in para 8.3 below.

- 8.2 Bidders are required to submit the EMD (in the prescribed format) in original at the time of bid submission in sealed envelope and are required to upload the scanned copy of EMD on e-Tendering website along with e-Bid. EMD in original shall be submitted in a **sealed envelope titled "Earnest Money Deposit for Bidding Document No. BM/B034-000-EP-TN-7200/1002"**. Bidder must upload the scanned copy of EMD (in the prescribed format) on e-Tendering website along with the e-bid. Swift message/Cheque/Cash shall not be acceptable. In case bidder fails to upload scanned copy of EMD on e-Tendering website, such bid shall not be considered for evaluation.
- 8.3 If the Bidder is unable to submit original EMD within the due date and time for Bid submission, he may submit the same within 07 calendar days from the date of unpriced bid opening, provided copy of the same have been uploaded on e-Tendering website. In case the Bidder fails to submit the EMD in original within 07 calendar days, his bid shall be rejected, irrespective of their status / ranking in tender and notwithstanding the fact that a copy of EMD was uploaded earlier by the Bidder. In case the 7<sup>th</sup> day falls on declared holiday / closed day in EIL Gurugram, the next working day shall be considered.
- 8.4 EMD exemption will be applicable for Micro and Small Enterprises (MSEs) registered with District Industries Centres (DIC) or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicraft and Handloom or MSEs having Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro, Small and Medium Enterprises. On opening the unpriced bid, the certificate will be verified for registration. If the bidder meets this requirement, their bid will be processed further. If not, the bidder will be asked to submit EMD. In case the bidder does not submit the EMD within 07 calendar days of EIL intimation, then their bid shall be rejected. The certificate shall be valid as on date of opening of unpriced bid.
- 8.5 Documents to be submitted by MSEs along with un-priced bid :
  - a) Documentary evidence that the bidder is a Micro or 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 having UdyogAadhaar Memorandum or any other body specified by Ministry of Micro, Small and Medium Enterprises.
  - b) The above document submitted by the bidder shall be duly certified (in original) by Notary or the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law or duly notarized by any Notary Public in the bidder's country.
  - c) If the bidder does not provide the appropriate document or any evidence to substantiate the above, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy, 2012.
- 8.6 There will be no waiver of EMD for Public Sector Undertaking of Central/State Government Undertakings.
- 8.7 In case of Consortium Bids,
  - (i) The EMD shall be submitted by the Leader or any of members of the Consortium, on behalf of the consortium as follows:
    - a) Foreign Consortium (i.e., consortium formed by foreign companies only)-**USD/Euro**
    - b) Indian Consortium (i.e., consortium formed by Indian companies only)-**Indian Rupees**

- c) Consortium bid involving at least one Indian entity and one Foreign entity- **Indian Rupees/ USD/Euro**
  - (ii) In case of consortium, exemption in submission of EMD shall be applicable only if all the consortium members are MSEs. In such case, each member of the consortium shall submit the required documents as mentioned in clause no. 8.4 and 8.5 above, failing which MSE benefit shall not be provided.

## **9.0 GENERAL**

- 9.1 Validity of bid shall be **4 (Four)** months from the final due date of opening of Techno-commercial (Un-priced) Bids.
- 9.2 BPCL/EIL reserves the right to carry out capacity & capability assessment of the bidder using in-house information and past performance.
- 9.3 If the bidder / any member of the consortium / bidder's proposed subcontractor are on Holiday/Negative list of OWNER or EIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidder(s) shall not be considered for bid opening/evaluation/Award. If the bidding document were issued inadvertently/ downloaded from website, offers submitted by such bidders shall also be not considered for bid opening/evaluation/Award.
- 9.4 A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BQC of the tender. However, jobs executed for Subsidiary/Fellow subsidiary/Holding company will be considered as experience for the purpose of meeting BQC subject to submission of tax paid invoice(s) duly certified by Statutory auditor of the Bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary/Holding company. Such bidders shall submit these documents in addition to the documents specified in the bidding documents to meet BQC.
- 9.5 BPCL/EIL will not be responsible or liable for cost incurred in preparation & submission of bids, regardless of the conduct or outcome of the bidding process.
- 9.6 BPCL /EIL reserves the right to disqualify any bidder during the tendering process by evaluating their current financial conditions and performance in jobs under execution by them for IREP/other jobs under EIL and earlier jobs executed for other BPCL Projects or for any other Public Sector Undertaking.
- 9.7 In case any Bidder is found to be involved in cartel formation, his Bid will not be considered for evaluation / placement of order. Such Bidder will also be debarred from bidding in future.
- 9.8 Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.
- 9.9 Unsolicited clarifications to the offer and / or change in the prices during the validity period would render the bid liable for rejection.
- 9.10 Integrity Pact, duly signed & stamped on each page, shall be submitted with Techno-commercial bid, failing which the bid shall not be considered for further evaluation.
- 9.11 Techno-commercial part of the Bids shall be opened at 1400 Hrs. (IST) on the due date for opening of Bids. Time and date of opening of Price Bids shall be notified to the qualified and acceptable bidders at a later date.
- 9.12 Bidders may view the Bid opening statement through CPP Portal at <http://eprocure.gov.in/cppp> after conclusion of Unpriced Bid Opening by Owner /EIL or may witness the Unpriced Bid Opening in EIL Office, Gurugram.
- 9.13 Total work shall be awarded to one agency based on total lowest (L1) evaluated price as per the provisions of the Bidding Document.
- 9.14 OWNER/EIL reserves the right to reject any or all the bids received or annul the bidding process at any time without assigning any reason whatsoever.

9.15 Owner reserves its right to allow Public Sector Enterprises (Central/State), purchase preference as admissible/applicable from time to time under the existing Indian Govt. policy. Bidders are also allowed to avail the purchase preference linked with attaining the stipulated Local content as per provision mentioned in Bidding Document.

9.16 Process Licensor(s) providing Process Know-how for this Package and Project Management Consultant (PMC) for this Package shall not be eligible to participate in the bidding process to avoid conflict of interest.

9.17 For detailed specifications, terms and conditions and other details, refer complete Bidding Document.

9.18 Clarifications if any, can be obtained (on working days, between 09:00 hrs to 16:00 hrs) through: Telephone Nos.: +91-124-380 2332/2354 / 2453 and/or e-mail: [biswajit.mandal@eil.co.in](mailto:biswajit.mandal@eil.co.in), [singh.sk@eil.co.in](mailto:singh.sk@eil.co.in), [lalit.sharma@eil.co.in](mailto:lalit.sharma@eil.co.in).

Queries / Clarifications relating to the CPP Portal / online bid submission process can be obtained from the 24 X 7 CPP Portal helpdesk at Contact No. +91-120-4200462, +91-120-4001002, +91-8826246593, 1800-3070-2232 or Mobile Nos. +91-7878007972/ +91-7878007973 and E-mail: [support.nic@eil.co.in](mailto:support.nic@eil.co.in)

Dy. General Manager (C&P)  
Engineers India Limited, Gurugram

**UOP LLC**

25 E. Algonquin Road  
Des Plaines, IL 60017-5017

Tel: 847.391.2000

Fax: 847.391.2253

[www.uop.com](http://www.uop.com)

Aug 11, 2017

**<COMPANY NAME>**  
**<ADDRESS>**

Bharat Petroleum Corporation Limited ("Owner")  
Engineers India Limited ("Contractor")  
UOP Naphtha Hydrotreating Process Unit  
CCR Platforming™ Process Unit  
Chlorsorb™ System  
Penex™ Process Unit  
Ambalamugal, Kochi, Kerala, India

Dear Sirs:

We are supplying to you directly or indirectly certain of our information which may include but is not limited to data, plans, specifications, flow charts and drawings, hereinafter referred to as "UOP Technical Information", to be used by you as subcontractor to Contractor in the preparation of a bid and if selected perform engineering, procurement and construction services in connection with the proposed installation of the subject Process units and System for Owner in its refinery located at Ambalamugal, Kochi, Kerala, India ("Purpose").

For the purpose of this agreement, the terms "CCR Platforming Process", "Penex Process" and "Chlorsorb System" will have their meanings as defined in the **ATTACHMENT**.

In consideration of our supplying to you UOP Technical Information you agree that such information will be used by you only for the Purpose specified herein and that you will not disclose to others, duplicate or use in any other manner, UOP Technical Information supplied to you; provided that such restrictions shall not apply with respect to any portion of such information (i) which corresponds in substance to that developed by you and in your possession prior to your receipt of same from us, (ii) which at the time of disclosure thereof by us to you is, or thereafter becomes through no act or failure to act on your part, part of the public domain by publication or otherwise, or (iii) which corresponds in substance to that furnished to you by

others as a matter of right without restriction on disclosure, and provided further that the occurrence of (i), (ii) or (iii) above shall not be construed as granting any rights, either express or implied, under our patents which relate to UOP Technical Information furnished to you. Technical information disclosed under this agreement shall not be deemed to be within the foregoing exceptions merely because such information is embraced by more general information in the public domain or in your possession. In addition, any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain or in your possession, but only if the combination itself and its principle of operation are in the public domain or in your possession.

The aforesaid restrictions to the contrary notwithstanding, upon our written approval and subject to the conditions hereinafter contained, UOP Technical Information may be used by you in connection with the construction of the aforesaid proposed installation.

It is understood that the use of such technical information in the aforementioned Purpose and in construction of the unit as aforesaid shall be restricted by you to your company and that you shall not, without our approval, submit such information to any other contractor or to subcontractors in connection therewith and, further, that such information shall not be so submitted until such other contractor or subcontractors shall have agreed in writing to restrict the use thereof as herein provided. Nothing contained herein, however, shall preclude your sending sufficient information to prepare bids on or to supply equipment or services as required for your use aforesaid to a third party such as a vendor of commodity equipment or materials or a supplier of construction labor who has signed an agreement with you containing (i) restrictions on use, copying and disclosure which are at least equal to those in this agreement (ii) right for us to enforce such agreement and you shall share a copy of such agreement before disclosure to the third party.

You agree that you will not proceed with the construction of the subject Process units and System wherein UOP Technical Information supplied to you by us will be used without Owner and Contractor having entered into appropriate agreements with us for the use of such Processes and System.

Upon the completion of the Purpose, or should Owner or Contractor decide not to proceed with the aforesaid proposed installation, you will promptly return to us all UOP Technical Information furnished to you hereunder.

In any event, your obligations to protect UOP Technical Information from unintentional disclosure shall terminate 25 years after receipt by you of the UOP Technical Information in question.

This agreement will be governed and construed in accordance with the laws of England and Wales without regard to its choice of law principles.

Will you please indicate your agreement to the foregoing by signing and returning duplicate originals hereof, whereupon we will complete the execution and return one fully executed agreement to you.

Very truly yours,

UOP LLC

By \_\_\_\_\_

AGREED:

<COMPANY NAME>

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## ATTACHMENT

1. "CCR Platforming Process" means a combination of the Platforming Process and the CCR Process, in which the catalyst contains an alumina base having no more than one weight percent silica. For purposes of this definition:
  - a. "Platforming Process" means a catalytic reforming process for converting hydrocarbons substantially boiling within the gasoline range, in the presence of a solid catalyst containing platinum or a platinum compound, at a temperature above 500 degrees Fahrenheit and in the presence of free hydrogen, to produce motor fuel having antiknock properties superior to those of the charge stock and to produce aromatic hydrocarbons, in which process there is no net consumption of hydrogen in the reaction zone.
  - b. "CCR Process" means a process for reactivating catalyst particles which have been used in one or more reaction zones in which deactivating carbonaceous material has been deposited on the particles, which process comprises: withdrawing at least a portion of the particles from one of the reaction zones while maintaining such reaction zone on stream at reaction conditions; passing at least a portion of the withdrawn particles to a reactivation zone in which such particles are reactivated at least in part by reducing the amount of carbonaceous material on such particles; and returning at least a portion of the reactivated particles to one of the reaction zones.
2. "Chlorsorb System" means a system for recovering a chlorine-containing species from a hydrocarbon conversion process gas stream, by contacting the gas stream with an alumina-containing solid sorbent under conditions effective to sorb the chlorine-containing species with the solid sorbent.
3. "Penex Process" means a process for converting a non aromatic hydrocarbon having a 90 percent boiling point below 400 degrees Fahrenheit (as determined by Test Method ASTM D 86) and containing five or more carbon atoms per molecule to a non aromatic hydrocarbon or hydrocarbons in which the skeletal structure with respect to the carbon atoms thereof is altered and wherein such conversion is effected or influenced by a solid catalyst containing platinum or palladium or a compound or compounds thereof, including admixtures of such catalyst or compounds, in the presence of free hydrogen and with a net chemical consumption of hydrogen, such consumption not to exceed 400 standard cubic feet of hydrogen per barrel of reactor charge.

**SELF-CERTIFICATION**

I, \_\_\_\_\_ S/o/D/o of \_\_\_\_\_, working as CEO/CFO/Company Secretary (indicate, as applicable) of the Company \_\_\_\_\_ having its registered office at \_\_\_\_\_ certify that all the details including documents pertaining to Bidder Qualification Criteria signed by undersigned vide our offer reference \_\_\_\_\_ against your Enquiry document \_\_\_\_\_, are true, authentic, genuine and exact copy of its original.

It is certified that none of the documents are false/forged or fabricated. All the documents submitted has been made having full knowledge of (i) the provisions of the Indian laws in respect of offences including, but not limited to those pertaining to criminal breach of trust, cheating and fraud and (ii) provisions of bidding conditions which entitle the Owner/EIL to initiate action in the event of such declaration turning out to be a misrepresentation or false representation.

I further certify that further documents, if any, required to be submitted by our company, shall be submitted under my knowledge and those documents shall also be true, authentic, genuine, exact copy of its original and shall not be false/forged or fabricated.

**DECLARATION**

I, \_\_\_\_\_ S/o/D/o of \_\_\_\_\_, working as CEO/CFO/Company Secretary (indicate, as applicable) of the Company \_\_\_\_\_ having its registered office at \_\_\_\_\_ with reference to our bid \_\_\_\_\_ against your Enquiry document \_\_\_\_\_, declare that in case, at a later date, any of the document submitted in our bid referred above is found to be false/forged or fabricated, I, shall be held responsible for the same and EIL/Owner has every right to take action against me and my company, as deemed fit as per provisions of the bidding documents including EIL/Owner's right to put our company on Holiday/ Black list for future business with EIL/Owner.

Specimen Signature of authorized representative

Signature

Name & Designation (CEO or CFO or Company Secretary)

**Annexure-B to IFB**

**COMPLIANCE TO AUTHENTICATION REQUIREMENT**

We hereby confirm that all authenticated documents submitting for meeting Bidder's qualification criteria are certified as per the authentication requirement defined in Bidding Document.

**Signature of Bidder:** \_\_\_\_\_

**Name of Bidder:** \_\_\_\_\_

**Company Seal:** \_\_\_\_\_

## **ACKNOWLEDGEMENT CUM CONSENT LETTER**

To

**ENGINEERS INDIA LIMITED,  
3<sup>rd</sup> FLOOR, TOWER-I,  
SECTOR-16 (ON NH-8), GURUGRAM  
HARYANA-122001  
ATTN.: Mr. B. MANDAL, DGM (SCM)**

**TEL NO.: 0124-380-2332 / 2354 / 2453  
E-Mail: [biswajit.mandal@eil.co.in](mailto:biswajit.mandal@eil.co.in) / [singh.sk@eil.co.in](mailto:singh.sk@eil.co.in) / [talit.sharma@eil.co.in](mailto:talit.sharma@eil.co.in)**

**NAME OF WORK: LSTK PACKAGE FOR NHT, PENEX AND BALANCE OF UNITS  
FOR MS BLOCK PROJECT OF M/s BPCL-KOCHI REFINERY,  
KOCHI, KERALA**

**(BIDDING DOCUMENT NO.: BM/B034-000-EP-TN-7200/1002)**

Dear Sir,

We hereby acknowledge receipt of a complete set of Bidding Document along with enclosures for subject work as per the Master Index, for our use in preparing the Bid.

We undertake that the contents of the above Bidding Document shall be kept confidential and further that the drawings, specifications and documents shall not be transferred and that the said documents are to be used only for the purpose for which they are intended.

A) We intend to bid as requested for the subject work and furnish following details with respect to our quoting office:

(i) POSTAL ADDRESS : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(ii) TELEPHONE NUMBER : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(iii) TELEFAX NUMBER : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(iv) CONTACT PERSON : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(v) E-MAIL ADDRESS : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(ii) TELEPHONE NUMBER : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(iii) TELEFAX NUMBER : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(iv) CONTACT PERSON : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(v) E-MAIL ADDRESS : \_\_\_\_\_

C) We are unable to bid for the reasons given below and we are returning back the entire set of Bidding Documents.

Reasons for non-submission of Bid:

---

---

---

BIDDER'S NAME : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

NAME : \_\_\_\_\_

DESIGNATION : \_\_\_\_\_

DATE : \_\_\_\_\_

NOTE: Bidder is requested to furnish the details mentioned at (A) and (B) or (C) immediately after receipt/download of Bidding Document.

**(SIGNATURE OF BIDDER)**

# **INSTRUCTIONS TO BIDDERS**

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**ENCLOSURES:****ANNEXURE-I TO ITB: E-TENDERING METHODOLOGY- 03 PAGES**

**1.0 GENERAL****1.1 Introduction**

1.1.1 Bharat Petroleum Corporation Limited, Kochi Refinery (BPCL-KR) is planning to implement MS Block Project of 1.5 MMTPA capacity. The Complex will comprise of Naphtha Hydrotreating Unit (NHT) including Naphtha Splitter, Continuous Catalyst Regeneration type Catalytic Reforming Unit (CCR) and a Naphtha Isomerization Unit (ISOM) to meet BS VI automotive fuel quality.

1.1.2 The MS BLOCK PROJECT (MSBP) OF BPCL-KR is implemented partly on LSTK Methodology (for License units) and balance on EPCM methodology (for Offsite areas).

1.1.3 M/s Bharat Petroleum Corporation Limited, Kochi Refinery (BPCL-KR) hereinafter referred to as "Owner" has appointed M/s Engineers India Ltd. (EIL) as Project Management Consultant (PMC) and shall be the Engineer-in-Charge for this Project

1.1.4 Engineers India Limited (EIL) on behalf of Bharat Petroleum Corporation Ltd., Kochi Refinery (BPCL-KR) invites e-Bids, under single stage two bid system from eligible bidders meeting the **Qualification** Criteria for the entire scope of work covered under the Bidding Document i.e. **LSTK PACKAGE FOR NHT, PENEX AND BALANCE OF UNITS** for MS Block Project at Kochi, Kerala (India) on works contract basis (hereinafter for the purpose of these instructions collectively referred as "WORK").

1.1.5 It shall be bidder's responsibility to have thorough understanding of the reference documents, site conditions and specifications included in the Bidding Document.

**1.2 Acknowledgement & Confirmation to bid**

1.2.1 Within Seven (07) days of receipt/downloading of the Bidding Document, Bidder shall acknowledge receipt and confirm his intention to bid for the subject Work as per Acknowledgement-cum-Consent Letter proforma enclosed in Bidding Document. Bidder may note that details (address, fax and e-mail of the contact person) in Acknowledgement-cum-Consent Letter are important to enable Owner/EIL to inform any subsequent modifications in the Bidding Document to the Bidder.

**1.3 Confidentiality of Document**

1.3.1 Bidder shall treat the Bidding Document and contents thereof as confidential.

**1.4 Cost of Bidding**

1.4.1 All direct and indirect costs associated with the preparation and submission of bid (including clarification meetings and site visit, if any), shall be to Bidder's account and Owner/ EIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**1.5 Site Visit**

1.5.1 Bidder is advised to visit and examine the site on the date mentioned in IFB, its surroundings and familiarise himself with the existing facilities and environment, and collect all other information including applicable laws, which he may require for preparing and submitting the bid and entering into the Contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the bid and during implementation.

The Bidder and any of his personnel or authorized agents will be granted permission by the Owner to enter upon his premises and land for the purpose of such inspection, but only upon the explicit condition that the Bidder, his personnel or authorized agents will release and indemnify the Owner and his personnel and authorized agents from and against all liability in respect thereof and will be responsible for personnel injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses incurred as a result thereof.

1.5.2 Bidder may contact the following person at site for site visit purpose:

Mr. K P Satheesh Kumar  
BPCL-Kochi Refinery, Ambalamugal, Kochi, Kerala (India)  
E-mail: [satheeshkumarkp@bharatpetroleum.in](mailto:satheeshkumarkp@bharatpetroleum.in)

**1.6 Pre-bid meeting**

1.6.1 The Bidders are requested to attend a pre-bid meeting at 3<sup>rd</sup> Floor, Tower-I, Engineers India Limited, Sector-16 (On NH-8), Gurugram, Haryana-122001, as per the date and time mentioned in IFB.

1.6.2 Bidders' who submits duly filled, signed and stamped NDA shall be allowed to participate in the Pre-Bid Meeting.

1.6.3 Bidders' authorized representative(s) (Limited to 2 persons only), shall attend the Pre-Bid meeting on the prescribed day at the given venue. During the Pre-Bid meeting, all the technical and commercial issues shall be discussed and concluded to ensure that the bid received subsequent to Pre-Bid meeting shall be without any deviations to terms and conditions. Hence, bidders shall treat the Pre-Bid meeting as utmost important and depute competent & senior person capable of taking on the spot decision to sort out all the technical and commercial issues.

However, in case any bidder do not attend the Pre- Bid meeting, it shall be understood that the bidder has a clear understanding of the scope & terms & conditions of the bidding document and does not have any comments/ deviations to the requirements of the bidding document.

1.6.4 In order to ensure fruitful discussions during pre bid meeting, the bidder is requested to submit any Queries/clarification/information pertaining to Bidding document in writing delivered by hand or by fax/ email as per format enclosed in the Bidding Document so as to reach two days prior to Pre-bid meeting. These queries shall be replied during pre-bid meeting. The editable soft copies of the queries shall also be e-mailed to enable EIL to prepare replies to the queries against each query in the same format expeditiously. Subsequent to closure of the Pre-Bid meeting no further additional/new queries will be entertained . Queries in the form of Deviations or Alteration of bid document shall not be entertained.

1.6.5 The bidders are required to participate in the Pre-Bid meeting with the following essential documents, so that the same can be reviewed & discussed during the meeting to avoid any techno-commercial clarifications/ discussions post bid

- Latest annual report including Profit & loss account.
- Solvency Certificate
- Details of work experience meeting the Bidder's Qualification Criteria (BQC).
- Technical Details (if any)
- Any other relevant document/ details.

**1.6.6** Replies to pre-bid queries will be uploaded on e-Procurement website.

1.6.7 Any modification of the Bidding Document, which may become necessary as a result of the pre-bid discussion, shall be intimated to all bidders through issuance of an Addendum/Amendment.

1.6.8 Based on the pre-bid discussions, no-deviation form/techno-commercial compliance may be signed and submitted by the bidders as part of their offer. After pre-bid meeting, no deviation may be accepted and if any deviation is found in the bid of such bidder, their offer may be liable to be rejected without raising any technical/ commercial queries.

1.6.9 Technical/ Commercial queries shall not be issued once the bid have been opened. However, wherever CQ/ TQ are unavoidable, the same shall be raised only once and the cut-off date given for CQ/ TQ replies shall be adhered to. Offers shall be evaluated based on the information available upto cut-off date for CQ/ TQ replies.

1.6.10 Extension in bid due date shall not generally be granted.

## **2.0 BIDDING DOCUMENT, CLARIFICATION AND AMENDMENT**

### **2.1 Bidding Document**

2.1.1 The Bidding Document shall be read in conjunction with any amendment issued subsequently.

2.1.2 The Bidder is expected to examine the Bidding Document, including all instructions, terms, specifications and drawings in the Bidding Document. Failure to furnish all information required as per the Bidding Document or submission of a bid not substantially responsive to the Bidding Document in every respect could result in rejection of the Bid.

2.1.3 Bidding documents are non-transferable in other name and shall at all times remain the exclusive property of Owner/ EIL with a license to the Bidder to use the Bidding Documents for the limited purpose of submitting the bid.

The complete Bidding Document is available and can be viewed / downloaded directly from Govt. e-procurement Portal: <http://eprocure.gov.in/cppp>. A link for the complete Bidding Document is available on EIL website: <http://tenders.eil.co.in>; and BPCL website: [www.bharatpetroleum.in](http://www.bharatpetroleum.in).

All amendments, time extension, clarifications, etc. will be uploaded in the websites only and will not be published in Newspapers. Bidders should regularly visit website to keep themselves updated.

2.1.4 Bidding Document fee is not applicable.

### **2.2 Clarification Requests by Bidder**

2.2.1 The details presented in this Bidding Document have been compiled with all reasonable care. However, it is the Bidder's responsibility to ensure that the information provided is adequate, clearly understood and it includes all documents as per the Index.

2.2.2 Bidder shall examine the Bidding Document thoroughly in all respects and if any conflict, discrepancy, error or omission is observed, Bidder may request clarification upto 2 days prior to Pre-Bid Meeting date as per **FORM-N** of Proposal Forms. Such clarification requests shall be directed to the emails mentioned in Invitation for Bids (IFB).

2.2.3 Response to queries/ clarifications raised will be sent as expeditiously as possible. The response shall not form part of Bidding Document unless issued as an Amendment.

2.2.4 Bidders are expected to resolve all their clarifications/ queries to the Bidding Document and submit their bid in total compliance to Bidding Document without any deviation/ stipulation/clarification.

2.2.5 Any failure by Bidder to comply with the aforesaid requirement shall not excuse the Bidder, after subsequent award of Contract, from performing the Work in accordance with the Contract.

2.2.6 A bidder may seek clarifications regarding the Bidding Document provisions, bidding process and / or rejection of his Bid. Owner/EIL shall respond to such requests within a reasonable time.

### **2.3 Amendment of Bidding Document**

2.3.1 Owner/ EIL may, for any reason whether at his own initiative or in response to the clarification requested by the prospective bidder(s), issue amendment in the form of Amendment during the bidding period or subsequent to receiving the bids. Any Amendment thus issued shall become part of Bidding Document and Bidder shall upload along with their bid, the scanned copy of the Amendment duly signed and stamped in token of his acceptance.

**3.0 PREPARATION AND SUBMISSION OF BIDS****3.1 e-Tendering**

3.1.1 The bid shall be submitted through CPP Portal Only i.e. <http://eprocure.gov.in/cppp> using valid Digital Signature Certificate; E-Tendering Methodology shall be as per attached Annexure-I to ITB.

3.1.2 Bidders in their own interest are requested to register on the CPP portal and upload/submit their bid well in time. Bidder will be responsible for any delay due to other issues.

3.1.3 Physical Bids / Offers or Bids through any other mode shall not be accepted. The Offers submitted through e-tendering system, as above shall only be considered for evaluation and ordering. Bids sent through Fax/E-mail/Courier/Computer floppy/CD/Pen Drive shall not be accepted.

3.1.4 Bidder to refer e-Tendering Methodology provided as Annexure-I to Instructions to Bidders (ITB) in the Bidding Document. Bidders are requested to get acquainted with the e-Tendering System in advance and obtain/seek clarifications, if any from EIL and / or the CPP portal Help Desk (Contact Nos. +91-120-4200462, +91-120-4001002, +91-8826246593, 1800-3070-2232 or Mobile Nos. +91-7878007972/ +91-7878007973 and e-mail: [support.nic@eil.co.in](mailto:support.nic@eil.co.in) ).

**3.2 Language of Bid**

3.2.1 The Bid, all correspondence and documents relating to the bid, between Bidder and EIL, shall be written in English language only. Any document furnished by Bidder may be written in other language provided that this literature is accompanied by an authenticated English translation as per provision mentioned in IFB, for purpose of interpretation of the Bid, the English translation shall govern.

**3.3 Bids From Consortium**

3.3.1 Bids from Consortium are acceptable provided that they fulfil the qualifying requirements stated in the IFB. Members of the consortium shall assume responsibility jointly and severally. Consortium Agreement / MOU shall be submitted along with the bid, clearly defining the scope and responsibilities of each of the consortium members.

3.3.2 Consortia of Bidders, if any, must clearly define role/scope of work of each partner/member. Further, the agreement for a consortium must accompany the Bid and should clearly define the Leader of such a consortium, who shall be responsible for timely completion of work and shall communicate with Owner/Consultant on behalf of the consortium, and amongst consortium members during the period the Bid is under evaluation by OWNER/Consultant as well as during execution of work, in the event the work is awarded. Leader of the Consortium will be completely responsible for the execution of the work in accordance with the Contract and OWNER/Consultant will communicate only with the Leader of the Consortium.

3.3.3 A consortium once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the consortium or their respective roles/ scope of work, except, if and when required in writing by Owner. If during the evaluation of Bids, a consortium proposes any alternations/ changes in orientation of consortium or replacements or inclusion or expulsion of any partner(s)/ members(s) of the consortium which had originally submitted the Bid to derive some advantage/ benefits based on any development(s) having come to Owner's/ EIL's knowledge at any time, the Bid of such a consortium shall be liable for rejection.

3.3.4 In the event that the successful bidder is a Consortium, the OWNER/Consultant requires that the parties to the Consortium accept jointly and severally liabilities for all obligations under the Contract.

3.3.5 Bids submitted by a Consortium, members shall comply with the following requirements:

- i) The bid and in case of successful bid, the Form of Agreement shall be signed by all the constituents of the said consortium so as to be legally binding on all members.
- ii) One of the members shall be authorised to be Leader and submitting a Power of Attorney signed by legally authorised signatories of all the members shall evidence this authorization.
- iii) Leader shall be authorised to incur liabilities and receive instructions for and on behalf of any one or all members of the consortium and the entire execution of contract including payments shall be exclusively dealt with the Leader.
- iv) All members of the Consortium shall be liable jointly and severally for the execution of Contract in accordance with the Contract terms and a relevant statement to this effect shall be included in the authorisation mentioned under ii) above as well as in the Form of Agreement (in case of successful bid). Notwithstanding statement by the member(s) of the consortium, the leader shall be exclusively responsible for the performance and all the liabilities of the consortium under the Contract.

3.3.6 It is specifically agreed by the members that in the event of the Leader of the Consortium running into any financial problem and/ or otherwise fails to comply with any of Leader's obligations under the Contract at any time, other members shall fully undertake total responsibility to provide all necessary financial resources for the Project and shall comply with, in addition to the other partner's own obligations, all the obligations under the Contract of Leader for completing the Project in time without prejudice to the joint and several responsibilities of all members and Leader.

3.3.7 The Leader of the Consortium shall submit the Bid on behalf of the Consortium.

3.3.8 Consortium Leader shall be responsible for Performance Guarantee of the entire unit and shall submit the CPBG accordingly

3.3.9 The Consortium shall comply other requirement as mentioned in IFB.

**3.4 Documents Comprising the Bid**

3.4.1 The offer must be complete in all respects, leaving no scope for ambiguity. Bidder is fully responsible for the bid submitted and no relief or consideration can be given for errors and omissions.

3.4.2 The Bid shall be submitted in three parts viz. Part-I, Part-II & Part-III in respective folders provided in the website,

PART-I	Techno-commercial / Un-priced Bid
PART-II	Priced Bid
PART-III	EMD/Bid Security

3.4.3 **PART-I: Techno-commercial / Un-priced Bid** shall contain the following documents duly stamped & signed by Bidder:

- i) Submission of Bid Letter
- ii) Copy of Master Index for Technical and Commercial Volumes provided with the Bidding Document and copy of amendments (if any) in token of having accepted and considered the same in preparing and submitting the bid.
- iii) Power of attorney in favour of signatory (ies) of the bid.
- iv) Integrity Pact.

Bidders are required to upload the scanned copy of the Integrity Pact duly filled, signed and sealed (in the prescribed format) on e-Tendering website along with e-Bid and submit the Integrity Pact in original at the time of bid submission or within Seven (7) calendar days of Bid due date, in sealed envelope. Integrity Pact shall be submitted in a sealed envelope titled "**Integrity Pact against Bidding Document No.: "BM/B034-000-EP-TN-7200/1002".** In case of Consortium

**Bids, both members shall submit the Integrity Pact.**

- v) Form of Bid and Information about Bidder **as per FORM-A and FORM-B** respectively.
- vi) Copy of Partnership Deed in case of Partnership Firm or Memorandum & Articles of Association in case of Limited Company. **In case of Consortium Bids, both members shall submit their Memorandum & Articles of Association.**
- vii) Details of Experience Record Proforma specifying the Details of Specific work experience meeting the Bidder Qualification Criteria along with supporting documents like Copies of Work Order, Schedule of Prices (SOP), Completion Certificate, etc. **as per FORM – C and its Annexure(s).**
- viii) List of Similar Past Experience in last Ten (10) years **as per Proposal FORM-C1.**
- ix) Details of annual turnover statement along with audited balance sheet and profit & loss account and its schedules of bidding entity for preceding three financial years **as per Proposal FORM-D.**
- x) Information about any current litigation / arbitration, if any, in which bidder is involved. In case of Consortium Bids, both members shall submit the above information.
- xi) Fresh Solvency Certificate from Bidder's Banker. The date of issue of this certificate should not be earlier than 1 year from the date of opening of technocommercial Un-priced Bid. In case of Consortium Bids, both members shall submit Solvency Certificate
- xii) Schedule for completion of major activities in the form of bar chart.
- xiii) Declaration by bidder regarding black listing / holiday listing **as per Proposal FORM-E** In case of Consortium Bids, both members shall submit the above declaration.
- xiv) Compliance to bid requirement **as per Proposal FORM-F** or in case of deviation / exceptions, **as per Proposal FORM-G** (Sheet -1 for Commercial Section and Sheet-2 for Technical Section.)
- xv) Technical offer and engineering details, if any, required as per bidding document.
- xvi) Check list duly filled in **as per Proposal FORM-H**
- xvii) Reply to commercial questionnaire **as per Proposal FORM-I**
- xviii) Submission of declaration by bidder **as per Proposal FORM-J**
- xix) Submission of declaration regarding PF / ESI /GST registration and PAN **as per Proposal FORM-K.** In case of Consortium Bids, both members shall submit the above details.
- xx) Unpriced copy (replacing price with word "Quoted") of complete Schedule of Prices (SOP) / Rates (SOR) document duly scanned, signed and stamped on each page.
- xxi) Self certificate that the bidder is not under liquidation, court receivership or similar proceedings. In case of Consortium Bids, both members shall submit the above Certificate.
- xxii) Bank mandate FORM duly filled, signed and stamped with banker's certification **as per Proposal FORM-L**
- xxiii) Format for Working Capital Requirement from Bank duly filled, signed and stamped **as per Proposal FORM-M**
- xxiv) Detailed Execution Philosophy Proposed for Job Under Consideration **as per Proposal FORM-P**
- xxv) Format of Letter of Waiver of Conditions / Deviations **as per Proposal FORM-Q**
- xxvi) Declaration regarding Local Content {bidder to submit necessary documents as mentioned in Annexure-Purchase Preference linked with Local Content (PPLC)}.
- xxvii) Any other information required in the bidding documents or considered relevant by the bidder.

3.4.4 **PART-II: Priced Bid** shall be submitted separately and shall consist of the following:

- i) Bidder are required to download the RAR file of Schedule of Prices (SOP) from e-tender portal and same to be used for submission of price bid. Bidders shall submit the Total Schedule of Lump sum Prices as per FORM (SP-0 to SP-10) given in the Bidding Document duly completed in all respects.
- ii) No corrections, conditions, additions, deletions or modifications in Price Part are permitted. No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in Price Part of the bid. Any condition if stipulated shall be treated as null and void.

## Notes:

- i) Bidders are required to download RAR file of Schedule of Prices (SOP) from e-tender portal and same to be used for submission of price bid without any change after filling the all rates including rebate, name of the bidder and other fields if any.
- ii) Bidders must fill their name in the price bid before submission through e-tender portal.
- iii) Bidders to upload the Un-price and Price part of their bids strictly in the Un-price (Cover Named as Fee/PreQual/Technical) and Priced (Cover Named as Finance) covers , respectively in the e-tender portal. Non Compliance to the same will lead to rejection of their offer.
- iv) In case any of the price details forming part of evaluation are furnished in the unpriced cover, then it will lead to rejection of their bid.

3.4.5 **PART-III: EMD/Bid Security:**

- (i) EMD/Bid Security, in the form of Crossed Demand Draft (DD) / Pay Order / Banker's Cheque / Bank Guarantee of requisite amount in favour of "Bharat Petroleum Corporation Limited" payable at Kochi, as stipulated in IFB, shall be submitted in the following manner:

- Original EMD : Not later than Seven (7) calendar days from the date of Un-priced Bid Opening.  
(In case the 7<sup>th</sup> day falls on declared holiday / closed day in EIL Gurugram, the next working day shall be considered).
- Copy of Original EMD: Scanned & uploaded in e-Tendering Portal alongwith Un-priced Techno-commercial Bid.

3.4.6 **SUBMISSION OF ORIGINAL DOCUMENTS:**

Bidders shall submit the following documents in **ORIGINAL** within **Seven (07) calendar days from the date of Un-priced Bid Opening**:

- (i) Forms & Formats towards fulfilment of the Bidder Qualification Criteria –Technical and Commercial and Financial criteria as per IFB along with relevant documents in line with Clause 3.4.3 above
- (ii) Integrity Pact, duly stamped & signed on each page by Authorized Signatory of the Bidder (holding Power of Attorney). In case of Consortium Bids, both members shall submit the Integrity Pact.
- (iii) Valid Power of attorney in favour of signatory (ies) to the bid.
- (iv) EMD in Original as per Bidding Document.
- (v) In case of consortium bid, Memorandum of Understanding (MOU).

**3.5 Bid Prices**

3.5.1 Unless stated otherwise in the Bidding Document, the Contract shall be for the total works as described in Bidding Document, based on the Schedule of Prices submitted by the bidder and accepted by OWNER.

3.5.2 Bidder shall quote Lumpsum Price after careful analysis of cost involved for the performance of the complete scope of work considering all parts/sections of the Bidding Document. In case any activity is not specifically covered in description of item under 'Schedule of Prices' but is required to complete the work as per Scope of Work, Scope of Supply, Specifications, Standards, Drawings, General terms & Conditions of Contract, Special Condition of Contract or any other part of Bidding Document, the rates/ prices quoted shall be deemed to be inclusive of cost incurred for such activity.

3.5.3 Prices quoted by the Bidder shall be inclusive of all taxes, duties and levies **except Goods and Services Tax (GST)** as detailed in Special Conditions of Contract (SCC).).

3.5.4 The quoted prices shall remain firm, fixed and valid until completion of the Contract performance and will not be subject to variation on any account except as otherwise specifically provided in the bidding Document.

3.5.5 The Total Lump sum Price shall be quoted in the FORM SP-0 of the Price Schedule for the entire scope of work for all Units as per the Bidding Document.

3.5.6 The breakup of Total Lump Sum Price in FORM SP-0 shall be quoted in FORM SP-1, FORM SP-2 and FORM SP-3. Further, the breakup of prices quoted in FORM SP-1, FORM SP-2 and FORM SP-3 shall be provided in FORM SP-4, FORM SP-5 and FORM SP-6 respectively.

3.5.7 Prices including taxes, duties and GST on any transaction between Contractor and their sub-supplier/sub-contractor shall be included in the Lumpsum Price quoted by the Contractor.

3.5.8 The bidder shall quote the Lumpsum price gross of Indian Income Tax, and the Lumpsum price(s) shall be deemed to include Indian Income Tax.

**3.6 PRICE IN FORM SP-1,SP-2 & FORM SP-3**

3.6.1 The prices to be quoted in FORM SP-1, SP-2 and SP-3, should not exceed the limits as specified in Preamble of Schedule of Prices,.

3.6.2 In case the quoted prices are beyond the limits mentioned above, then such additional amount shall be raised and payable in the final bill to the Contractor.

3.6.3 It shall be the duty of the CONTRACTOR to duly observe and perform all laws, rules, regulations, orders and formalities applicable to GST, Customs Duty and Custom related Duties etc. on the import, manufacture, sale and/or supply of any material to the OWNER and performance of the Works Contract Services under the Contract. The CONTRACTOR shall keep the OWNER indemnified from and against any and all claims, demands, prosecutions, actions, proceedings, penalties, damages, demurrgages and/or other levies whatsoever made or levied by any Court, Tribunal or the Customs or other Authorities with respect to any alleged breach, evasion or infraction of such duties, taxes, charges or levies or any breach or infraction of any applicable laws, rules, regulations, orders or formalities concerning the same and from the consequence thereof.

It is recognised by the OWNER that the Price of Materials may be loaded to cover various factors other than the cost of materials, such as procurement costs and profits as applicable including prices, taxes, duties and including GST on any transaction between Bidder and their sub-supplier/sub-contractor in the Total Lumpsum price quoted by the Bidder.

3.6.4 In the CIF value of imported materials indicated in FORM SP-9, Bidders will be expected to indicate the anticipated CIF value of the imported materials as represented by the Supplier's invoice(s).

3.6.5 The Liability of payment excess Custom Duty on account of change in CIF Value referred to in FORM SP-9 shall be on Contractor's account.

3.6.6 Account Payment for indigenous materials to the extent indicated in the Bill of Materials shall be made on the basis of Contractor's invoice(s) which shall, without prejudice to the CONTRACTOR's full obligations to the OWNER in respect of such materials, preferably be drawn on the OWNER to whom the materials shall be consigned by the Contractor. Payment of their Supplier's invoices shall be made directly by the CONTRACTOR, who will be exclusively liable to pay their Supplier(s).

3.6.7 While submitting Bill of materials, Contractor shall submit back up documents to Owner.

### **3.7 Currencies of Bid & Payment**

3.7.1 Indian Bidders shall quote the prices in Indian Rupees (INR) for Indian component and in USD/EURO for Foreign Component. The value of materials imported into India i.e. CIF value (included in their Lumpsum price) shall be quoted in USD/EURO in **FORM SP-9**.

3.7.2 Foreign Bidders can quote their Prices in INR/USD/EURO.

3.7.3 For materials and services to be procured from India, Bidder shall quote the prices in Indian Rupees only.

3.7.4 All Payment to the Indian Bidder shall be made in INR (Indian Rupees) only.

3.7.5 Indian bidders who have indicated materials or services to be imported into India, and who have indicated the Foreign Currency price for such materials and/or services in their bids as specified above, shall on proof of payment be paid the Rupee equivalent of the Foreign Currency for the relevant materials or services imported into India (subject to the maximum of the CIF value indicated in the FORM SP-9 in relation to such supplies or services) at the RBI reference rate of foreign exchange published on the day of payment by the Contractor to Vendor(s)/Sub-Contractor (s) (with the intention that the risk of fluctuations in the exchange rate between the concerned foreign currency and the Indian Rupee to the extent indicated above shall be borne by the OWNER).

3.7.6 All payment shall be made in the respective currencies quoted by the Foreign Bidder i.e. in INR/USD/EURO.

3.7.7 In case of award of work, Foreign Bidder/Foreign Leader of Consortium shall open an account in India for the purpose of payment as per RBI rules. Foreign currency component to Foreign Bidder and Indian Rupees component shall be made through electronic fund transfer to the Contractor's Bank Account.

3.7.8 If in the performance of the Contract the successful bidder obtains or procures within India with the prior approval of OWNER any materials or services which at the time of the bid were indicated to be procured or provided from outside India, such bidder shall be paid only the Indian Rupee equivalent of the foreign currency cost of such goods and services as indicated in the last priced bid relevant to the formation of the contract or as indicated in the Bill of Materials or Schedule of Activities, as the case may be, converted at the RBI reference rate for foreign currency prevailing on the date of payment by the CONTRACTOR for such supplies or services. In addition, the OWNER shall reimburse the necessary taxes and duties (irrespective of limitation elsewhere provided) paid by the CONTRACTOR on the supply. However, in such a case the CIF Price indicated in the Contract shall stand reduced by the cost of such supplies. Contractor shall provide break-up of CIF Price for determining the cost of each item for application of the above provisions.

3.7.9 If in the performance of the contract the successful bidder obtains or procures from outside India any materials or services which at the time of the bid were indicated to be procured or provided from within India, such bidder shall be paid only the Indian Rupees indicated in the Bill of Materials or in the Billing Schedule, as the case may be, for such materials or services together with a sum equivalent to the GST (as applicable) indicated in the Bill of Materials with respect to such materials.

If the bidder quotes in more than one foreign currency, the bidder shall not be entitled to switch foreign currencies quoted in excess of the limit of the relative currency quoted. If the CONTRACTOR proposes to switch any quoted foreign currency to another quoted foreign currency beyond the limit quoted with reference to that currency, such switch may be permitted:

- a) Subject to the OWNER's prior approval;
- b) Subject to the CONTRACTOR compensating the OWNER in a manner satisfactory to the OWNER for any loss caused or likely to be caused to the OWNER by virtue of differential(s) in exchange rate fluctuations applicable to the concerned currencies and increases in liabilities of customs and associated duties payable by the OWNER by virtue of such differential exchange rate fluctuation(s); and

3.7.10 Subject to the CONTRACTOR amending existing Bank guarantees to reflect the changes in the foreign currency(ies).

3.7.11 For evaluation purposes, the bid price quoted by the bidders shall be corrected to match the number of rupees derived by converting the US dollars or equivalent Indian Rupees (as the case may be) into Indian Rupees considering RBI reference rate of foreign exchange prevailing on the day of opening of the price bid.

#### 3.7.12 NON INVOLVEMENT OF INDIAN AGENT

- (a) Each bidder along with the bid shall furnish a declaration in **Proposal FORM-O** that no Indian Agent is involved in the transaction.

#### 3.8 Bid Validity

3.8.1 The Bid shall remain valid for acceptance for a period of **4 (Four) Months** from the due date of submission of the bid. The Bidder shall not be entitled during the said period to revoke or cancel his bid or to vary the bid except and to the extent required by Owner/ EIL in writing.

3.8.2 Owner/EIL may request the bidder for extension of the period of validity of bid. If the bidder agrees to the extension request, the validity of Bank Guarantee towards EMD/Bid Security shall also be suitably extended. Bidder may refuse the request of extension of bid validity without forfeiting his EMD/Bid Security. However, bidders agreeing to the request for extension of validity of bid shall not be permitted to modify the bid because of extension, unless specifically invited to do so.

#### 3.9 Earnest Money Deposit/Bid Security

3.9.1 Earnest Money Deposit (EMD) as mentioned above shall be submitted within the Bid Due Date. EMD shall be submitted in the form of crossed Demand Draft / Pay Order / Banker's Cheque or Bank Guarantee (as per Proforma provided in the GCC) in favour of "Bharat Petroleum Corporation Ltd." payable at Kochi. Earnest Money Deposit (EMD) shall be valid for a period of **Eight (08) months** from the due date of opening of Techno-commercial Bids and shall be submitted from any Indian Scheduled Commercial Bank / Indian Branch of Foreign Bank.

3.9.2 In case of Consortium Bids, the EMD shall be submitted as mentioned in IFB.

3.9.3 Exemption in submission of EMD shall be as mentioned in IFB.

3.9.4 Bidders are required to submit the EMD (in the prescribed format) in original at the time of bid submission in sealed envelope and are required to upload the scanned copy of EMD on E-Tendering website along with e-Bid. EMD shall be submitted in a sealed envelope titled "**Earnest Money Deposit for Bidding Document No. BM/B034-000-EP-TN-7200/1002**".

Bidder must upload the scanned copy of EMD (in the prescribed format) on e-Tendering website along with the e-bid. Swift message/Cheque/Cash shall not be acceptable. In case bidder fails to upload scanned copy of EMD on e-tendering website by the bid due date & time, such bid shall not be considered for evaluation.

If the Bidder is unable to submit EMD in original within the due date and time for Bid submission, he may submit the original EMD within **Seven (07) calendar days** from the date of unpriced bid opening, provided copy of the same have been uploaded on e-Tendering website. In case the Bidder fails to submit the same in original within **Seven (07) calendar days**, his bid shall be rejected, irrespective of their status / ranking in tender and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder. (In case the 7<sup>th</sup> day falls on declared holiday / closed day in EIL Gurugram, the next working day shall be considered). EIL office working hours are 0830 Hrs. (IST) to 1700 Hrs. (IST).

3.9.5 The EMD may be forfeited:

- i) if a Bidder withdraws its bid during the period of Bid Validity or does any breach of tendering terms and conditions, or
- ii) If a bidder modifies his bid on his own.
- iii) in case of a successful Bidder, if the Bidder fails, within the specified period:
  - a) to sign the Contract.
  - b) to furnish the CPBG/Security Deposit.

3.9.6 The successful Bidder shall be required to submit Contract Performance Bank guarantee (CPBG)/Security Deposit to Owner in the manner and within the time period indicated in Bidding Document. Should the successful Bidder fail or refuse to sign the agreement or furnish the CPBG/Security Deposit within the specified period, the earnest money shall be forfeited without prejudice to his being liable to any further loss or damage incurred in consequence by Owner.

3.9.7 After acceptance of order by successful Bidder, Owner/ EIL will return the Earnest Money to all unsuccessful bidders.

3.9.8 Earnest Money shall be returned to the successful Bidder after he has furnished the CPBG/Security Deposit to Owner.

3.9.9 Owner's bank account details are as follows:

CLEINT NAME & ADDRESS	BHARAT PETROLEUM CORPORATION LTD, KOCHI REFINERY, AMBALAMUGAL, ERNAKULAM-682302
ACCOUNT NAME	BPCL, Kochi Refinery
BANK NAME	HDFC BANK LTD.
ACCOUNT NUMBER	00200110000048
IFSC CODE	HDFC0000520
SWIFT CODE	HDFCINBB
BRANCH NAME & ADDRESS	M/S HDFC BANK LTD.,TRADE FINANCE DEPARTMENT 1ST FLOOR, S.L.PLAZA, PALARIVATTOM, KOCHI – 682025.

### 3.10 **Multiple/ Alternative Bid**

3.10.1 A Bidder ( i.e., the bidding entity) shall , on no account submit more than one bid either directly( as a single bidder or as a member of consortium) or indirectly ( as a sub-contractor) failing which following actions shall be initiated:

- a) All bids submitted by such bidder ( Say "A") directly & indirectly , shall stand rejected and EMD, if any, in case of direct bid submitted by bidder 'A' shall be forfeited.
- b) If another bidder (say 'B') has proposed bidder 'A' as a sub-contractor then bidder 'B's bid shall also be rejected. However, in case the bidder 'B' has also proposed an

alternative sub-contractor who is other than bidder 'A', then bidder 'B's bid shall be evaluated with the proposed alternative sub-contractor only. Hence, every bidder shall ensure in his own interest that his proposed sub-contractor is not submitting alternative / multiple bids.

3.10.2 Alternative bids are not acceptable.

#### **4.0 SUBMISSION OF BID**

4.1 Bidders are advised to quote as per terms and conditions of the Bidding Document and not to stipulate deviations/ exceptions.

4.2 For submission of Bid, please refer e-Tendering Methodology enclosed as Annexure-I to this ITB. Due date and time for submission of bids have been mentioned in the Invitation for Bids (IFB). For documents comprising the Bid, please refer Clause No. 3.4 above.

#### **5.0 BID OPENING AND EVALUATION**

##### **5.1 Opening of Techno-Commercial Part of Bid**

5.1.1 Techno-Commercial (Un-priced) Part (Part-I) and EMD (Part-III) will be opened on the scheduled date and time. If the date of opening of unpriced-bid mentioned in Invitation for Bids (IFB) happens to be a declared holiday / closed day in EIL Gurugram, the next working day shall be considered. EIL office working hours are 0830 Hrs. (IST) to 1700 Hrs. (IST) from Monday to Friday.

5.1.2 Bidders can witness bid opening by logging on to the e-Tendering Portal through their system using their valid digital signature certificate.

5.1.3 During the opening of Un-priced Part (Part-I) and EMD (Part-III), only the names of agencies who have quoted and furnished EMD shall be made public to the bidders witnessing the Unpriced Bid Opening in physical.

##### **5.2 Clarification & Additional Information**

5.2.1 Bidder should submit all the details called for along with their bid. However, Owner/EIL may give opportunity to the bidders to submit missing details or clarifications within the stipulated time. In case these are not submitted within stipulated time, offer of bidder will be evaluated based on available details. The same shall be considered, if found adequate or else shall be rejected.

5.2.2 During evaluation, Owner/EIL may request Bidder for any clarification on the Bid, additional or outstanding documents. Bidder shall submit all additional documents in Original and 2 copies.

5.2.3 Techno-commercial discussions with Bidder shall be arranged, if needed. Bidder shall depute his authorised representative(s) for attending the discussions. The representative(s) attending the discussions shall produce authorisation from his organisation to attend the discussions and sign the minutes of meeting on behalf of his organisation. The authorised representatives must be competent and empowered to settle all technical and commercial issues with the exception of Price implications, wherever applicable. Bidders will be asked to submit price implication in sealed envelopes/e-Procurement Portal, if considered necessary by EIL, due to change in the scope of work or conditions of contract.

##### **5.3 Bid Evaluation Criteria**

5.3.1 Prior to detailed bid evaluation, the EIL/OWNER will determine the substantial responsiveness of each bid with respect to the bidding documents. A substantially responsive bid is one, which conforms to the terms, conditions and specification of the bidding documents without material deviation. A material deviation is one which affects in any substantial way the scope, quality or performance of the works, or which limits in any substantial way, inconsistent with the bidding documents, the EIL/OWNER rights or the bidder's obligation as envisaged in the bidding documents, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders

presenting substantially responsive bid. Further examination of only such bids as are determined to be substantially responsive shall be taken up, unless otherwise determined by the EIL/OWNER.

**5.3.2** The following provisions of the bidding document must be adhered to without deviation, failing which the bid shall be considered to be non-responsive and rejected.

- a) Bid validity
- b) Bid Security/Earnest Money Deposit, wherever applicable
- c) Time Schedule / Completion period
- d) Schedule of Rates/Prices
- e) Defects Liability Period
- f) Mobilisation Advance
- g) Compensation for Delay
- h) Arbitration
- i) Scope of Work / Scope of Supply
- j) Security Deposit/Performance Bank Guarantee
- k) Suspension & Termination
- l) Force Majeure
- m) Integrity Pact

**5.3.3** All documents furnished by the bidder in support of meeting the BQC shall be duly certified and authenticated as mentioned in IFB.

**5.3.4** The recommendation for price opening shall be formulated after taking into account the following aspects:

- a) Bidder's qualification as per requirements given in IFB.
- b) Technical acceptability of the Bids.
- c) Holiday Status of the bidders as decided by EIL/BPCL
- d) Commercial acceptability of bids based on Compliance to requirement of Bidding Document as per para 5.3.1 & 5.3.2 above.

#### **5.4 Opening of Price Part of Bid**

**5.4.1** Priced part of only those bidders, whose bids are considered techno-commercially acceptable, shall be opened. Price part of bids shall be opened on the date and time which shall be intimated later.

#### **5.5 Evaluation of Price Bids**

**5.5.1** Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/ commercial clarifications and details sought on any deviations, exceptions or stipulations mentioned in the bid unless any amendment to Bidding Document is issued by Owner/ EIL. Similarly, no revision in quoted price shall be allowed should the deviations stipulated by him are not accepted by Owner and are required to be withdrawn by him in favour of stipulation of the Bidding Document. Any unsolicited proposed price change is likely to render the bid liable for rejection.

**5.5.2** During evaluation of price, if some discrepancies are found in the amount given in words and figures, the total lumpsum price shall be corrected as per the following procedure, which shall be binding upon the Bidder.

**5.5.3** When there is a difference between the prices in figures and words, the amount which corresponds to it in words shall prevail.

**5.5.4** In cases the lump sum prices as quoted in Schedule of Prices i.e. in FORM-SP-0, FORM-SP-1, FORM-SP-2 and FORM SP-3 and the total of the break-up prices as

quoted by the Bidder in FORM-SP-4, FORM-SP-5 and FORM SP-6 do not tally, the following precedence shall apply and the breakup of Prices shall be adjusted accordingly:

- i. SP-0
- ii. SP-1, SP-2, SP-3,
- iii. SP-4, SP-5 & SP-6

5.5.5 The "Total Lumpsum Price" quoted as per Form SP-0, shall be taken up for evaluation.

5.5.6 To arrive at the evaluated prices, loading / adjustment on total quoted prices, wherever applicable, shall be done as per following:

- i. Price loading / adjustment on account of GST upto the extent of available input credit (@ 20% to BPCL as quoted by Bidder in FORM SP-08.
- ii. Loading due to technical evaluation, if any.

5.5.7 Conditional discount, if offered, shall not be considered for evaluation.

5.5.8 While arriving at the final evaluated prices of all the Bidders, any suo-moto /lump sum percentage or adhoc reduction by the Bidders after submission of the priced bid shall not be considered for evaluation. However, if such bidder happens to be lowest after evaluation, such rebate shall be taken into account for award of work.

5.5.9 Any suo-moto /lump sum percentage or adhoc increase by the Bidders after submission of the priced bid shall result in rejection of Bid. In such event, the EMD of bidder shall be forfeited and shall not be considered for future enquiries for such actions.

5.5.10 For the purpose of Bid comparison, the USD/EURO component of Bidder's price shall be converted into INR by considering RBI reference rate of foreign exchange published on the day of Price Bid opening.

5.5.11 Work shall be awarded to the bidder whose total evaluated price is the lowest.

5.5.12 Owner reserves its right to allow Public Sector Enterprises (Central/State), purchase preference as admissible/applicable from time to time under the existing Indian Govt. policy. Bidders are also allowed to avail the purchase preference linked with attaining the stipulated Local content as per provision mentioned in Bidding Document.

**5.6 Bid Evaluation Process to be Confidential**

5.6.1 Information related to the examination, clarification, evaluation and comparison of bids and recommendations for award of contract shall not be disclosed to Bidder or other person not officially concerned with such process. Any effort by Bidder to influence Owner's/ EIL's processing of bidding or award decisions may result in rejection of such Bidder's bid.

**5.7 Owner's Right to Accept or Reject a Bid**

5.7.1 Owner reserves the right to accept or reject any bid in whole or part, to annul the bidding process or to reject all bids with or without notice or reasons. Such decisions by Owner shall bear no liability whatsoever consequent upon such decisions.

**6.0 NEGOTIATION AND AWARD OF WORK**

**6.1 Negotiation**

6.1.1 In the opinion of Owner, if the total price quoted by the Lowest Bidder are considered high, Owner may invite the Lowest Bidder for price negotiation. Lowest Bidder shall attend such negotiation meetings and if requested by Owner, bidder shall provide the analysis of rates/ break-up of amount quoted by him for any or all items of Schedule of Prices (SOP) to demonstrate the reasonability.

**6.2 Award of Work**

6.2.1 Evaluation of Bids and finalisation of Contract/Award of Work shall be on overall Lowest Evaluated Price Bid (L1) basis after Commercial & Technical Loading, as applicable.

6.2.2 The Bidder, whose bid is accepted by Owner, shall be issued Letter of Acceptance (LOA) prior to expiry of bid validity. Bidder shall confirm acceptance by returning a signed copy of the LOA.

**6.3 Contract Document**

6.3.1 The Contractor shall execute a formal contract with the OWNER within specified period from the date of issue of Detailed Letter of Acceptance on a non-judicial stamp paper of **INR 200 (Indian Rupees Two Hundred)** of Kerala State (India). The cost of non-judicial stamp paper shall be borne by the Contractor.

6.3.2 Contract documents for agreement shall be prepared after the acceptance of bid. Until the final contract documents are prepared and executed, this Bidding Document together with the annexed documents, modifications, deletions agreed upon by the OWNER and bidders acceptance thereof shall constitute a binding contract between the successful Bidder and the OWNER based on terms contained in the aforesaid documents and the finally submitted and accepted prices.

6.3.3 The contract shall be signed directly between BPCL and Contractor.

6.3.4 The Contract document shall consist of the following:

- i) Agreement (Form of Contract) signed on non-judicial stamp paper by Owner and Contractor.
- ii) Letter of Acceptance
- iii) Detailed Purchase Order along with enclosures.
- iv) The Bidding Document along with bidding drawings.
- v) Amendments to Bidding Document, if any.
- vi) Integrity Pact
- vii) Any other documents as deemed necessary.

**7.0 CONTRACT PERFORMANCE BANK GUARANTEE**

The bank Guarantee for Security Deposit / Performance shall be submitted by the successful bidder as specified in the General Conditions of Contract.

**8.0 CONTACTING THE OWNER/ EIL**

Bidders are advised not to contact OWNER/ EIL on any matter relating to its bid from the time of Bid opening to the time CONTRACT is awarded, unless requested to in writing. Any effort by a Bidder to influence the OWNER/ EIL in any of the decision in respect of Bid evaluations or award of CONTRACT will result in the rejection of Bid.

**9.0 CARTEL FORMATION**

In case any Bidder is found to be involved in cartel formation, his bid will not be considered for evaluation/ placement of order. Such bidder will also be debarred from bidding in future.

**10.0 PREFERENCE TO MICRO OR SMALL ENTERPRISES**

The tender being works contract, there will be no Purchase Preference to Micro and Small Enterprises/ Bidder as per Public Procurement Policy for MSEs in this tender.

## E-TENDERING METHODOLOGY

### Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal (URL: <http://eprocure.gov.in>) only, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More detailed information useful for submitting online bids on the CPP Portal may be obtained at:

<http://eprocure.gov.in/eprocure/app> .

### REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link “Click **here to Enroll**” on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process and submit in EIL tender portal for updation of records (<http://tenders.eil.co.in>) . These details would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (DSC) (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Foreign Bidders have to refer “DSC details for foreign Bidders” for Digital signature Certificates requirements which comes under Download Tab at <http://eprocure.gov.in/eprocure/app> and the remaining part is same as above and below.
- 6) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 7) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, the same can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) To avoid Network congestion, Bidder is recommended to upload file size of up to Maximum 35 MB per part. However, in case file size exceeds 35 MB, bidder may compress the files by scanning with 75 dpi setting as per s.no 4 below and can use additional 25 MB space ("My Documents") provided to the bidder as per s.no 5 below.
- 4) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF / XLS / RAR / DWF formats. **Bid documents may be scanned with 75 dpi with black and white option. However, Price Schedule / SOR shall be strictly in RAR format without altering any contents of the formats uploaded by EIL in their Bidding Document.**
- 5) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, with in 7 calendar days of the date of Unpriced bid opening. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) A Price Bid format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the

Price Bid file, open it and complete the cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the Price Bid file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **RETENDER**

**Please note that if Tender has been retendered, than it is mandatory for the bidder to submit their offer again on CPP Portal.**

#### **WITHDRAWAL OF BID**

**It may please be noted that bidders now have an additional feature of withdrawing their bids before due date and time. After submitting the bid on the CPP Portal, if the bidder wishes to withdraw his bid, he can do so. However, if the bidder withdraws his bid, he will be exempted from further participation in the tender and won't be able to submit his bid again for that particular tender.**

#### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24 x 7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800-3070-2232 and Mobile Nos +91-7878007972, +91-7878007973.

# **PROPOSAL FORMS**

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**FORM-A**

**FORM OF BID**

(To be filled by the Bidder)

**Serial No.**

**Date:**

To  
Engineers India Limited  
Sector-16 (On NH-8)  
Gurugram  
Haryana- 122 001

Dear Sirs,

Having examined the Bid Documents consisting of the Letter Inviting Bid, Special Instructions to Bidders, General Conditions of Contract, Special Conditions of Contract, Specifications, Technical requirements, Time Schedule, Form of Agreement, Form of Bid, Form of Price Schedule and Addendum(s) to the Bid Documents (if any), and having understood the provisions of the said Bid Documents and having thoroughly studied the requirements of Engineers India Ltd. relative to the work bid for in connection with the

(Name of Work) for **MS BLOCK PROJECT OF M/s BPCL-KOCHI REFINERY, KOCHI, KERALA** and having conducted a thorough study of the job site(s) involved, the site conditions, soil conditions, the climatic conditions, labour, power, water, material and equipment availability, the transport and communication facilities, the availability and suitability of Site Fabrication Areas, the availability of land and/or premises for temporary office and accommodation quarters and all other factors and facilities and things whatsoever necessary or relevant to the formulation of the Bid and the performance of work, I/we hereby submit our bid/offer for the performance of the proposed services and supplies in accordance with the terms and conditions and within the time mentioned in the Bid Documents at the rates/prices quoted by me/us in Schedule of Rates/Price included within the Bid Documents and arrived at rates/prices for the services and supplies as per the Schedule of Rates/Price. If the work is awarded to me/us, I/we undertake to perform the work and make the supplies in accordance with the Contract Documents as defined in the Form of Agreement forming part of the bid documents and accept the terms and conditions of Contract as laid down therein and undertake to submit within 30 (Thirty) days of receipt of Notification of Award of Bid for security deposit as specified in the Fax of Acceptance of bid by way of Bank Guarantee from a Scheduled Bank in India and to commence work at the job site and to sign the formal Contract in terms of the Proforma of Agreement forming part of Bid Documents within 30 (Thirty) days of receipt of the Detailed Purchase Order from Bharat Petroleum Corporation Limited

I/ We further undertake to keep my/our Bid/offer open for a period as mentioned in Instructions to Bidders from the date of opening of bids.

Yours faithfully,  
(Signature(s) of the Bidders(s))

Name & Designation of authorised person signing the Bid on behalf of the Bidder(s)  
Full Name and address of the Bidder(s).

**FORM-B**  
**INFORMATION ABOUT BIDDER**

1	IN CASE OF INDIVIDUAL	
1.1	Name of Business.	
1.2	Whether his business is registered.	
1.3	Date of commencement of business.	
1.4	Whether he pays Income Tax over Rs.10,000/- per year.	
2.0	IN CASE OF PARTNERSHIP	
2.1	Name of Partners	
2.2	Whether the partnership is registered.	
2.3	Date of registration of firm.	
2.4	If each of the partners of the firm pays income tax over Rs.10, 000/- a year and if so which of them pays the same.	
2.5	Age of Partners	
3.	IN CASE OF LIMITED LIABILITY COMPANY OR COMPANY LIMITED BY GUARANTEES	
3.1	Amount of paid up capital	
3.2	Name of Directors	
3.3	Date of Registration of Company	
3.4	Copies of the Balance sheet of the company for the last 3 years.	
4.	GENERAL	
4.1	Income Tax PAN No. of the firm.	
4.2	Provident Fund Registration No. of the firm.	
4.3	GST Registration No. of the firm.	

**SIGNATURE OF BIDDER** : \_\_\_\_\_

**NAME OF BIDDER** : \_\_\_\_\_

**COMPANY SEAL** : \_\_\_\_\_

**FORM-C**

**DETAILS OF SPECIFIC EXPERIENCE FULFILLING QUALIFICATION CRITERIA**  
**(AS CALLED FOR IN "EXPERIENCE CRITERIA REQUIREMENT" OF NOTICE INVITING BID / INVITATION FOR BIDS FOR QUALIFICATION OF THE BID)**

Name of Bidder: \_\_\_\_\_

Furnished below are the details required for meeting the qualifying requirements as called for in Experience Criteria of IFB/NIT:

(For applicability mark ✓ and Non applicability mark X in \_\_\_\_\_ )

S. NO.	DESCRIPTION	DETAILS
1.	<b>Basis of Bid Submission</b>	Individual <input type="checkbox"/> Consortium <input type="checkbox"/> In case of Consortium: • Name of the Consortium ----- • Name of Leader ----- • Name of Member-----
2.	<b>Bidder to indicate basis of Qualification considering One Contract/Two Contracts/ Three Contracts. Accordingly bidder to furnish details of their past experience for each contract.</b>	One Contract : <input type="text"/> Two Contracts : <input type="text"/> Three Contracts : <input type="text"/>
3.	<b>Name of project, location</b>	
4.	<b>Description of Work</b>	
5.	<b>Contract Value</b>	
	<b>(a) Awarded</b>	
	<b>(b) Final Executed</b>	
6.	<b>Name of Owner, Postal Address, Phone/Fax No./e-mail</b>	
7.	<b>Name of Consultant, Postal Address, Phone/Fax No./e-mail</b>	
8.	<b>Name of Units</b>	

S. NO.	DESCRIPTION	DETAILS
9.	<b>Completion Dates</b>	<ul style="list-style-type: none"><li>• Date of award : _____</li><li>• Effective Date of Contract: _____</li><li>• Starting date : _____</li><li>• Scheduled Completion Date: _____</li><li>• Actual Completion Date : _____</li><li>• Delay in months, if any : _____</li><li>• Reasons for delay, if any : _____</li></ul>
10.	<b>Type of Project</b>	<p><b>Whether this work is for:</b> <b>REFINERY</b> <input type="checkbox"/></p> <p><b>OR</b> <b>PETROCHEMICAL UNIT</b></p> <p><b>OR</b> <b>GAS PROCESSING UNIT (ONSHORE)</b> <input type="checkbox"/></p> <p><b>OR</b> <b>FERTILIZER COMPLEX</b> <input type="checkbox"/></p>
11.	<b>Supporting Document for Experience Criteria</b>	<ul style="list-style-type: none"><li>• Whether copy of Work Order/ Contract Agreement /Schedule of Prices / Rates enclosed</li></ul> <p>YES <input type="checkbox"/> NO <input type="checkbox"/></p> <p>Ref. No.: _____ dated _____</p> <p><b>Awarded Value of Work</b> _____</p> <ul style="list-style-type: none"><li>• Whether Completion Certificate / Final certified bills enclosed.</li></ul> <p>YES <input type="checkbox"/> NO <input type="checkbox"/></p> <p>Ref. No.: _____ dated _____</p> <p><b>Final Completed value of work</b> _____</p> <ul style="list-style-type: none"><li>• Whether Client Certificate for Performance of work enclosed.</li></ul> <p>YES <input type="checkbox"/> NO <input type="checkbox"/></p> <p>Ref. No.: _____ dated _____</p>

S. NO.	DESCRIPTION	DETAILS
12.	<b>Whether Worked as Contractor directly with Client or Sub-contractor of Contractor</b>	Executed the Work as <ul style="list-style-type: none"> <li>• Main Contractor <input type="checkbox"/></li> <li>• Sub-contractor <input type="checkbox"/></li> </ul>
13.	<b>Basis of work Execution</b>	<ul style="list-style-type: none"> <li>• Individual <input type="checkbox"/></li> <li>• Consortium <input type="checkbox"/></li> </ul>
14.	<b>In case of consortium bids, please confirm that Consortium Agreement has been enclosed.</b>	
15.	<b>Please specify:</b> <b>Name of the Leader</b> <b>Name of the Member</b>	
16.	<b>Confirm Consortium Leader meets the qualification criteria as per IFB.</b>	
17.	<b>Confirm that Consortium Leader shall be responsible for Performance Guarantee of the entire unit and shall submit PBG accordingly.</b>	
18.	<b>Confirm overall Project Management shall be performed by the Leader.</b>	
19.	<b>Confirm that Consortium Agreement has been attached clearly defining that :</b> i. Members of consortium shall assume Joint and Several Responsibility. ii. Scope and Responsibility of each member has been clearly defined.	
20.	<b>Scope of work executed by your organisation</b>	<ul style="list-style-type: none"> <li>• Residual process design <input type="checkbox"/></li> <li>• Detailed Engineering <input type="checkbox"/></li> <li>• Project Management <input type="checkbox"/></li> </ul>

S. NO.	DESCRIPTION	DETAILS
		<ul style="list-style-type: none"> <li>Procurement Services <input type="checkbox"/></li> <li>Procurement and Supply <input type="checkbox"/></li> <li>Construction <input type="checkbox"/></li> <li>Construction Management <input type="checkbox"/></li> <li>QA/QC <input type="checkbox"/></li> <li>Startup and Pre-commissioning <input type="checkbox"/></li> <li>Commissioning Assistance <input type="checkbox"/></li> <li>Commissioning <input type="checkbox"/></li> </ul>
21.	Details of Sub-contractors along with scope of work, if any	
22.	Completion Status	<p><b>Specify Date of –</b> <input type="checkbox"/></p> <ul style="list-style-type: none"> <li>Mechanical Completion .....</li> <li>Commissioning .....</li> <li>Performance Guarantee Runs .....</li> <li>Handing over plant to Owner .....</li> <li>Put into operation .....</li> <li>Whether proof of PG Test Run enclosed.</li> </ul> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
23.	Health and Safety Records	<ul style="list-style-type: none"> <li>Frequency Rate</li> <li>Severity Rate</li> </ul>
24.	Whether following documents enclosed	<ul style="list-style-type: none"> <li>Copy of work order/notification for award specifying the contract value <input type="checkbox"/></li> <li>Copy of Proof of Completion <input type="checkbox"/></li> <li>A Proof that plant has been under operation for Last 1 year <input type="checkbox"/></li> <li>Proof of PG Test Run completion <input type="checkbox"/></li> <li>Whether above documents are authenticated <input type="checkbox"/></li> </ul>

S. NO.	DESCRIPTION	DETAILS
25.	<b>Supporting Document for Qualification Criteria</b>	<ul style="list-style-type: none"> <li>• Whether Work Order/ Contract Agreement / Schedule of Rates / Final certified bills / Completion Certificate is enclosed.</li> </ul> <p>YES <input type="checkbox"/> NO <input type="checkbox"/></p> <p>If Yes, (Please tick mark √ the applicable)</p> <ol style="list-style-type: none"> <li>1. Work order : Yes / No</li> <li>2. Contract Agreement : Yes / No</li> <li>3. Schedule of Prices / Rates : Yes / No</li> <li>4. Final certified bills : Yes / No</li> <li>5. Completion Certificate : Yes / No</li> </ol> <ul style="list-style-type: none"> <li>• Whether Annual Turnover and P&amp;L account Statement for all the financial years as mentioned in IFB is enclosed.</li> </ul> <p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>
26.	<b>Sourcing of Permanent materials</b>	Countries such as ----- ----- -----
27.	<b>Confirm that you are meeting the Engineering Criteria as per IFB Cl. 5.1.1.1 &amp; 5.1.1.2.</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
28.	<b>In case you are not meeting then confirm that you have engaged a Engineering Sub-contractor as per Cl. 5.1.1.3 of IFB and you have furnished Experience Details of Engineering Subcontractor.</b>	<p>Confirmed <input type="checkbox"/></p> <p>Furnished Experience Details of Engineering Sub-Contractor.</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>MOU with Engineering Subcontractor furnished</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
29.	<b>CONFIRMATIONS</b>	<b>BIDDER'S CONFIRMATION</b>
29.1	Confirm that the above work has been completed within last 10 years period as mentioned in IFB.	Confirmed
29.2	Confirm that the above work is not an In-house work experience.	Confirmed
29.3	Confirm that the information/documentation furnished in this proforma are correct and in case of any original document is required by Owner/EIL the same shall be submitted for verification.	Confirmed
29.4	Confirm that all information/documentation for the work to be considered for qualification is furnished in this proforma along with supporting documents as detailed in IFB. Non submission of above required information /documentation may lead to rejection of bid.	Confirmed
29.5	Confirm that all documents furnished by the bidder in support of meeting the experience & financial criteria of	Confirmed

S. NO.	DESCRIPTION	DETAILS
	BQC have been duly certified or authenticated in line with IFB.	

**Note:**

1. Confirmed that information furnished as per this format are correct and in case of any original document is required by Owner/Consultant, the same shall be submitted by us for verification.
2. Confirmed that Photocopy of the documents submitted by us in support of our Experience Criteria is mirror image of the original document. In case some area has been omitted while taking the Photocopy of original then in such event we have identified such area.

**SIGNATURE OF BIDDER** : \_\_\_\_\_

**NAME OF BIDDER** : \_\_\_\_\_

**COMPANY SEAL** : \_\_\_\_\_

**FORM – C1**

**LIST OF SIMILAR EXPERIENCE IN LAST 10 YEARS**

SL. NO.	DESCRIPTION OF WORK	POSTAL ADDRESS OF CLIENT & NAME OF OFFICER IN CHARGE	CONTRACT VALUE	STARTING DATE	SCHEDULED COMPLETION DATE	ACTUAL COMPLETION DATE	REASONS FOR DELAY, IF ANY

**Note :** Copies of work order(s) and completion certificate(s) of at least two similar jobs should be submitted by the Bidder along with this FORM.

**SIGNATURE OF BIDDER** :

**NAME OF BIDDER** :

**COMPANY SEAL** :

**FORM – D**

**ANNUAL TURNOVER STATEMENT**

The bidder shall indicate herein his annual turnover during preceding 3 years based on the audited balance sheet/profit & loss account statement.

**A. FINANCIAL DETAILS**

<b>1. FINANCIAL YEAR/ YEAR ENDING</b>		<b>ANNUAL TURNOVER (CURRENCY _____)</b>
	Year 1 ( _____ )	
	Year 2 ( _____ )	
	Year 3 ( _____ )	
<b>AVERAGE ANNUAL TURNOVER IN LAST THREE YEARS:</b>		
<b>2.</b>	<b>NET WORTH FOR LATEST FINANCIAL YEAR :</b>	

**NOTE:**

- B.** **Submission of audited balance sheet and profit & loss account for above three years** - YES/ NO
- C.** **Submission of recent solvency certificate from Banker** - YES/ NO
- D.** **Submission of letter from your Banker / self-stating that the Bidder is not under liquidation, court**

## **Receivership or similar proceedings.**

**- YES / NO**

**E.** Networth means paid up share capital, Share Application Money pending allotment\* and reserves

# less accumulated losses and deferred expenditure to the extent not written off.

# Reserves to be considered for the purpose of networth shall be all reserves created out of the profits and securities premium account but shall not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

\*Share Application Money pending allotment will be considered only in respect of share to be allotted.

Accordingly, the definition of Networth shall be as follows:

**Paid up share capital**

Share Application Money pending allotment

Reserves (As defined Above)

Accumulated Losses

Deferred Revenue Expenditure to the extent not written off

**Networth**

**XXXX**

XX

XX

XX

**XXXX**

**FORM – E**

**DECLARATION OF BLACK LISTING/ HOLIDAY LISTING**

In the case of a Proprietary Concern:

I hereby declare that neither I in my personal name or in the name of may Proprietary concern M/s \_\_\_\_\_ which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Managing Partner have been placed on black list or holiday list declared by Bharat Petroleum Corporation Limited or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas)or any Government Department / Public Sector, except as indicated below:

(Here give particulars of blacklisting or holiday listing, and in absence thereof state “NIL”)

In the case of a Partnership Firm:

We hereby declare that neither we, M/s \_\_\_\_\_, submitting the accompanying Bid/Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on blacklist or holiday list declared by Bharat Petroleum Corporation Limited or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas)or any Government Department / Public Sector, except as indicated below:

(Here give particulars of blacklisting or holiday listing, and in absence thereof state “NIL”)

In the case of company:

We hereby declare that we have not been placed on any holiday list or black list declared by Bharat Petroleum Corporation Limited or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas)or any Government Department / Public Sector, except as indicated below:

(Here give particular of blacklisting or holiday listing, and in absence thereof state “NIL”)

It is understood that if this declaration if found to be false in any particular, Bharat Petroleum Corporation Limited or its Administrative Ministry, shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

**SIGNATURE OF BIDDER** : \_\_\_\_\_

**NAME OF BIDDER** : \_\_\_\_\_

**COMPANY SEAL** : \_\_\_\_\_

**FORM-F**

**COMPLIANCE TO BID REQUIREMENT**

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the Bidding Documents and Amendment/ Addendum to the Bidding Documents, if any, for subject work issued by Engineers India Limited.

We hereby further confirm that any terms and conditions if mentioned in our bid (Un-priced as well as Priced Part), shall not be recognised and shall be treated as null and void.

**FORM-G (Sheet 1 of 2)**

**EXCEPTIONS AND DEVIATIONS**  
**(FOR COMMERCIAL PART)**

SL.NO	REF OF BID DOCUMENT		SUBJECT	DEVIATIONS
	PAGE NO.	CLAUSE NO.		

NOTE: This shall be submitted separately for Commercial & Technical Sections.

**SIGNATURE OF BIDDER:** \_\_\_\_\_

**NAME OF BIDDER:** \_\_\_\_\_

**COMPANY SEAL:** \_\_\_\_\_

**FORM-G (Sheet 2 of 2)**

**EXCEPTIONS AND DEVIATIONS  
(FOR TECHNICAL PART)**

SL.NO	REF OF BID DOCUMENT		SUBJECT	DEVIATIONS
	PAGE NO.	CLAUSE NO.		

NOTE: This shall be submitted separately for Commercial & Technical Sections.

**SIGNATURE OF BIDDER:** \_\_\_\_\_

**NAME OF BIDDER:** \_\_\_\_\_

**COMPANY SEAL:** \_\_\_\_\_

**FORM-H**

**CHECK LIST FOR SUBMISSION OF BID**

Bidder is requested to fill this check list and ensure that all details/documents have been furnished as called for in the Bidding Document along with duly filled in, signed & stamped checklist **with each copy of the "Unpriced Bid (Part – I)"**.

**Please tick the box and ensure compliance:**

**(A) UNDER SECTION -I**

(A.1) Form of Bid as per FORM-A Submitted	<input type="checkbox"/>
(A.2) Information about Bidder as per FORM-B Submitted	<input type="checkbox"/>
(A.3) EMD/ BID SECURITY (As applicable) Submitted	<input type="checkbox"/>
(A.4) Integrity Pact Submitted	<input type="checkbox"/>

**(B) UNDER SECTION -2  
(**Proposal Forms**)**

(B.1) Details of Specific Experience as per FORM-C & Formats as per Annexure to FORM-C  Submitted	<input type="checkbox"/>
(B.2) Past Experience as per FORM-C1  Submitted	<input type="checkbox"/>
(B.3) Financial Details as per FORM-D Submitted	<input type="checkbox"/>
(B.4) Audited Balance Sheet including profit and loss account statement for the last three years.  Submitted	<input type="checkbox"/>

Submitted for the years:

1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

(B.5) Information about current litigation/ arbitration  Submitted	<input type="checkbox"/>
---	--------------------------

(B.6) Fresh Solvency Certificate from your Bankers  
(Date of issue of this certificate should not be earlier than 1 year from the date of Opening of Techno-commercial part).

Submitted

Certificate Dated \_\_\_\_\_  
From (Name of Bank) \_\_\_\_\_

(B.7) Power of Attorney in Favour of the person who has signed the bid on stamp paper of Appropriate value.

Submitted

(B.8) Partnership Deed in case of partnership firm And Memorandum & Articles of Association in case of limited company.

Submitted

(B.9) An overall schedule in the form of Bar Chart

Submitted

(B.10) Declaration by Bidder regarding Black listing/ Holiday listing.

Submitted

(B.11) Declaration regarding PF/ESI/GST/PAN.

Submitted

**C) UNDER SECTION - 3**

(C.1) Compliance to Bid Requirement as per FORM-F.

Submitted

(C.2) Exceptions/ Deviations as per FORM-G both technical and commercial part (Unpriced)

Submitted

(C.3) Reply to commercial questionnaire as per FORM-I with Bidder's reply/ confirmation for each Sl. No.

Submitted

(C.4) Reply to Technical questionnaire (if enclosed in technical part) with Bidder's Reply/ Confirmation for each Sl. No.

Submitted

(C.5) Declaration by Bidder as per FORM-J.

Submitted

(C.6) Blank copy (without price) of Price Part i.e. Schedule of Prices.

Submitted

**(D) UNDER SECTION – 4**

(D.1) Technical Details/ Documents specified in Technical part.

Submitted

Not Applicable

**(E) CONFIRM THE FOLLOWING**

(E.1) All pages of the bid have been page numbered in sequential manner.

YES

(E.2) The bid has been submitted in line with requirements as specified in Instructions to Bidders

YES

(E.3) Master Index of Bidding Document and Compliance Letter for Addendum/ Amendment, if any, has been submitted along with offer, duly signed and stamped on each page.

YES

(E.4) Unpriced copy (prices being replaced by the word "quoted") of Schedule of Prices (SOP) / Rates (SOR) duly scanned, signed and stamped on each page has been submitted.

YES

**SIGNATURE OF BIDDER :** \_\_\_\_\_

**NAME OF BIDDER :** \_\_\_\_\_

**COMPANY SEAL :** \_\_\_\_\_

**FORM-I**

**COMMERCIAL QUESTIONNAIRE**

Bidder's reply/ confirmation as furnished in the Commercial Questionnaire (CQ) shall supersede the stipulations mentioned elsewhere in their bid.

<b>SL. NO.</b>	<b>EIL'S QUERY</b>	<b>BIDDER'S REPLY/ CONFIRMATION</b>
1.0	Confirm that your Bid is valid for 4 (Four) months from the last date of submission of Bid.	
2.0	Confirm that Earnest Money Deposit (EMD)/ Bid Security as per bid stipulations have been furnished along with bid.	
3.0	Confirm that the following documents are submitted with Part-I:  a) All documents as per CHECK LIST.  b) Master Index as enclosed with Bidding Document is submitted in unpriced part duly signed and stamped on each page.  c) Compliance letter for Addendum/ Amendments as a token of acceptance (Applicable, if issued).	
4.0	Confirm that price has been submitted/uploaded in a separate folder provided in the e-Tender Portal.	
5.0	Schedule of Price  a) Price must be filled in the Schedule of Prices (SOP) provided along with the Bidding Document. Please note that the format is not to be edited by the bidder.  b) Confirm that rate/ price has been quoted for all items /work of SOP.  c) Confirm that deviation/terms & conditions are not mentioned in the price part. In case any terms and condition is mentioned in the price part, the same shall be treated as null and void.	
6.0	Confirm your compliance to critical stipulations of bidding document as mentioned in ITB.	
7.0	Confirm that you have studied complete Bidding Document including Technical and commercial part and your Bid is in accordance with the requirements of the Bidding Document.	
8.0	Confirm your compliance to total Scope of Work mentioned in the Bidding Document.	
9.0	Confirm your acceptance for 'Scope of Supply' mentioned in the Bidding Document and confirm that all materials shall be supplied as per Standards and Specification.	

<b>SL. NO.</b>	<b>EIL'S QUERY</b>	<b>BIDDER'S REPLY/ CONFIRMATION</b>
10.0	Confirm your acceptance for Time Schedule as mentioned in Bidding Document.	
11.0	Confirm that your quoted price includes all applicable taxes and duties and other levies etc. <b>except GST</b> in line with provisions stipulated in the Bidding Document.	
12.0	Confirm that your quoted price includes all types of insurance as per the provisions of General Conditions of Contract and Special Conditions of Contract.	
13.0	Confirm that all costs resulting from safe execution of WORK, such as safety induction, use of protective clothing, safety glasses and helmet, safety precaution taken during monsoon, or any other safety measures to be undertaken by the Contractor for execution of work are included in the quoted rates.	
14.0	Confirm that you have proposed adequate numbers of construction equipments, tools, tackles etc. which will be sufficient to complete the work as per the time schedule.	
15.0	Confirm that you have proposed adequate project/site organisation with qualified supervisory personnel having requisite experience including personnel responsible for safety, planning, stores, QA/QC etc.	
16.0	Confirm that while submitting your price, you have taken consideration of scope of supplies, scope of work and technical requirement mentioned in Bidding Document.	
17.0	Confirm that you have your own QA/QC programme for executing this work. In case of award of work, you will submit all QA/QC documents as per specification No. 6-78-0001.	
18.0	Bidder involved in any Litigation/Arbitration (Tick (✓) mark in the applicable box).	<p><b>Yes</b> <input type="checkbox"/></p> <p>If "Yes" confirm Sl. No.18.1</p> <p><b>NO</b> <input type="checkbox"/></p>
18.1	Confirm that the current Litigation/Arbitration ,in which bidder is involved will not have any impact in work being tendered or in entering into contract during the validity of offer and performing the contract till all the contractual obligations under contract are performed.	

SL. NO.	EIL'S QUERY	BIDDER'S REPLY/ CONFIRMATION
19.0	Confirm that the Bidder is not under liquidation, court receivership or similar proceedings.	
20.0	<p>BPCL reserves the right to allow Manufacturers or Suppliers or Service providers, purchase preference as admissible under the prevailing policy, subject to Bidder's complying with the requirements/ conditions defined in Annexure attached with Bidding document and submitting required documents to support the same.</p> <p>Bidder shall furnish the percentage of the local content in line with Annexure attached with Bidding document.</p> <p>In case bidder does not furnish the above details, no purchase preference linked with LC, shall be applicable.</p> <p>Bidder shall calculate the percentage of the local content as per the sample format for calculation of Local Content attached with Bidding Document.</p> <p>Bidder shall submit declaration duly certified by authorized person as mentioned in Annexure for PPLC attached with Bidding document.</p> <p>Note: MSE preference under PPP-2012 mentioned in Annexure for PPLC is not Applicable.</p>	<p>Noted &amp; Confirmed</p> <p>____% Local content</p> <p>Noted</p> <p>Noted</p> <p>Noted &amp; Confirmed</p> <p>Noted</p>
21.0	Confirm the following:	
a)	The planning schedules, S-curves etc., submitted by the bidder with his Bid, are indicative and shall not be basis for extra compensation in case actual needs are higher.	
b)	Detailed planning schedule developed by CONTRACTOR after contract award may be subject to fluctuations depending upon actual progress of the project and available work front.	
c)	Co-ordination and making available by Contractor of all staff, manpower, construction equipment, tools, cranes, etc. and materials as required for a timely completion of all WORK as per Owner's construction and priority schedule and in accordance with the available work front are included in the quoted rates.	

**SIGNATURE & NAME OF BIDDER:** \_\_\_\_\_

**COMPANY SEAL:** \_\_\_\_\_

**DECLARATION BY THE BIDDER**

**FORM-J**

We TECHNICAL AS WELL COMMERCIAL (Name of the Bidder) hereby represent that we have gone through and understood the Bidding Document TECHNICAL REQUIREMENTS and that our Bid has been prepared accordingly in compliance with the requirement stipulated in the said documents.

We are submitting Master Index of Bidding Document as part of our Bid duly signed and stamped on each page in token of our acceptance. We undertake that Bidding Document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of Contract Agreement. Further, we shall sign and stamp each page of Bidding Document as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.

We further confirm that we have indicated prices in Schedule of Prices (SOP) with prices, considering description of items given in Schedule of Prices and submitted in Price Bid in separately sealed envelope. We confirm that price quoted by us includes price for all works/activities/services/supply etc. as mentioned in item description of the items in Schedule of Prices which has been issued to us.

**SIGNATURE OF BIDDER** : \_\_\_\_\_  
**NAME OF BIDDER** : \_\_\_\_\_  
**COMPANY SEAL** : \_\_\_\_\_

**NOTE:** This declaration should be signed by the Bidder's representative who is signing the Bid.

**FORM-K**

**DETAILS OF P.F./ E.S.I./GST REGISTRATION/ PAN**

Bidder to furnish details of Provident Fund Registration :  
PF REGISTRATION NO. :  
DISTRICT & STATE :  
ESI Registration No. :  
DISTRICT & STATE :

We hereby confirm that the above PF Account is under operation presently and shall be used for all PF related activities for the labour engaged by us in the present work (if awarded to us).

Bidder shall be solely responsible to fulfil all the obligations of PF and ESI registration without any additional financial liabilities / implications to EIL / OWNER

GST Registration No.:  
PAN No.:

**In case any Bidder is not able to submit valid PF/GST registrations and PAN Number at the time of Bidding:**

UNDERTAKING: We hereby confirm that we shall submit valid PF/ESI/GST registrations and PAN Number within 2 months of award, in case the work is awarded to us.

(SIGNATURE    OF    BIDDER)

## FORM-L

### **BANK MANDATE FORM**

1. Bidder Name : .....
2. Bidder Code : .....
3. Address of the Bidder : .....
4. Particulars of Bank Account of Bidder : ..
  - a. Name of the Bank : .....
  - b. Name of the Branch and Address of the Branch : .....
  - c. Branch Code : .....
  - d. 9-Digit MICR code Number of the Bank & Branch  
(As appearing in the MICR Cheque issued by the bank)  
(Please do not give multicity cheque book code  
Number)
  - e. Type of account (Saving Bank, Current or Cash Credit) : .....
  - f. Account Number : .....
  - g. RGTS/IFSC Code (11 digit) : .....
  - h. NEFT Code No. : .....
5. E-mail address of the Bidder : .....
6. Contact Person(s) of the Bidder : .....

I/we declare that the particulars given above are correct and complete and I/we  
accord our consent  
for receiving all our payments through Electronic Mechanism.

---

(Signature and designation of the Authorised person(s) of Bidder)

Official seal of the Bidder

Place : .....

Date : .....

### **BANK CERTIFICATION**

Certified that the particulars furnished above are correct as per our records.

Place : .....

Date : .....

---

Signature of the Authorised Official of the Bank

Bank's Stamp

**FORM-M**

**FORMAT FOR WORKING CAPITAL REQUIREMENT**

*(To be issued by Bank on Letterhead)*

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

**Bidder Address**

[Our Ref : - .....]

Dear Sirs,

*Sub: Working Capital Requirement for the job, .....(Name of Job).*

*Ref. : ..... (Account Number)*

We refer to your letter dated ..... on the above subject and confirm the following:

Description	Amount in INR as of .....
Sanctioned Line of Credit	
Utilized Line of Credit	
Unutilized Line of Credit	
Cash/Bank Balance and Fixed Deposit	

In case of award to M/s. .....(Name of Bidder), we agree to provide the line of credit to meet the working capital requirement for the job upto INR ..... for the job, .....(Name of the job).

This letter is issued at your request without any risk or responsibility on the part of the Bank or its officers.

Yours Faithfully,

For and on behalf of  
[Bank]

**FORM-N**

**FOR BIDDERS' QUERIES**

SL. NO.	REFERENCE OF BIDDING DOCUMENT			BIDDER'S QUERY	OWNER'S REPLY
	PART/ VOL.	Page No.	Clause No.		

**NOTE: Pre-Bid Queries may be sent by e-mail to** [biswajit.mandal@eil.co.in](mailto:biswajit.mandal@eil.co.in), [singh.sk@eil.co.in](mailto:singh.sk@eil.co.in), [laalit.sharma@eil.co.in](mailto:laalit.sharma@eil.co.in).

**SIGNATURE OF BIDDER** : \_\_\_\_\_

**NAME OF BIDDER** : \_\_\_\_\_

**FORM-O**

**PROFORMA OF CERTIFICATE FOR NON-INVOLVEMENT OF AGENT**

(Where Indian Agent/Consultant/Representative/Retainer/Associates is not involved, the bidder shall certify in the proforma given below on its letterhead.)

This is to Certify that we have not engaged/involved any Indian Agent/Representative/Consultant/Retainer/Associates who is not our employee for the purposes of accompanying bid or any resultant Contract and therefore, no Agent's/ Retainer's/ Representative's/Consultant's/Associate's commission is payable in India or abroad against or in connection with any resultant Contract.

**SIGNATURE OF BIDDER:** \_\_\_\_\_

**NAME OF BIDDER:** \_\_\_\_\_

**COMPANY SEAL:** \_\_\_\_\_

**FORM-P**

**DETAILED EXECUTION PHILOSOPHY PROPOSED FOR JOB UNDER  
CONSIDERATION**

S. NO.	<u>DESCRIPTION</u>	WHETHER TO BE CARRIED OUT IN-HOUSE / OUTSOURCING WITH NAME OF PROPOSED SUB- CONTRACTOR
1.	RESIDUAL DESIGN /DETAILED ENGG.	
2.	PLANNING	
3.	PROCUREMENT	
4.	EXPEDITING	
5.	INSPECTION	
6.	CONSTRUCTION	
7.	TESTING,PRE- CPMMISSIONING,COMMISSIO- NING ASSISTANCE	
8.	PROJECT MANAGEMENT	

**NOTE:**

(i) Bidder to give a detailed write-up on all above activities chapter wise and will be evaluated by OWNER/EIL.

**SIGNATURE OF BIDDER** : \_\_\_\_\_

**NAME OF BIDDER** : \_\_\_\_\_

**COMPANY SEAL** : \_\_\_\_\_

**FORM-Q**

**FORMAT OF LETTER OF WAIVER OF CONDITIONS / DEVIATIONS  
(ON COMPANY'S LETTERHEAD)**

We \* hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other condition whatsoever of the tender documents and all Addenda / Corrigenda / Clarifications issued by EIL/BPCL

We further hereby waive, withdraw and abandon any and all deviations, variations, objections or reservations whatsoever hereto set out, given or indicated in our offer, clarifications, correspondence, communications, or otherwise with a view that the final price bid submitted may be treated to conform to, in all respects, with the terms and conditions of the said tender documents including all Addenda / Corrigenda.

\*\*

For & on behalf of

Authorised signatory

\* Here fill in the name of bidder.

\*\* The Letter of Waiver must be signed by the person (s) authorised to sign.

## **Annexure- Purchase Preference (linked with Local Content)**

“MoPNG has notified the purchase preference (linked with local content) for the procurement of goods and services under Oil & Gas Projects in India. Under this Policy, the bidders are allowed to avail the purchase preference linked with attaining the stipulated Local content.

Project owner reserves the right to allow Manufacturers or Suppliers or Service providers, purchase preference as admissible under the prevailing policy, subject to their complying with the requirements/ conditions defined herein and submitting documents required to support the same.

**In order to avail the Purchase preference under this policy, bidder shall achieve minimum Local Content (LC) of 20%.** The Policy shall be implemented in the following manner:

- a) In case the lowest (L1) bidder meets the stipulated LC criteria, the order shall be awarded to such bidder.
- b) In case none of the bidders meets the stipulated LC criteria, the order shall be awarded to the Lowest bidder.
- c) In case the lowest bidder does not meet the stipulated LC criteria, the bidders shall be ranked in the ascending order of evaluated prices and next bidder meeting minimum stipulated LC and with his evaluated price within a price band of (+) 10% of lowest bidder's evaluated price, shall be given opportunity to supply 50% of the requirement by matching the lowest bidder's evaluated price. However, if 50% quantity works out to a fraction of quantity, the bidder shall be considered for next higher quantity. In case the quantity cannot be split, the order shall be placed with the entire quantity.
- d) In case there are more than one bidder within the price band of (+) 10% of lowest bidder's evaluated price, they shall be ranked in ascending order of their evaluated prices. The opportunity of matching the price shall be accorded starting from the lowest bidder out of these bidders and in case of his refusal, to the next bidder, and so on.
- e) In case none of the bidders who meet the stipulated LC criteria agree to match the lowest price, the natural lowest bidder will be awarded the job.
- f) *The option in case of MSE bidders qualifying under both Policies, namely, Purchase Preference under the Public Procurement Policy - 2012 (PPP-2012) for MSE bidders and Purchase Preference Linked with Local Content (PP-LC 2017) shall be exercised as under:*
  - i. The MSE bidder can avail only one out of the two applicable purchase preference policies, i.e., PP-LC 2017 or PPP-2012 and therefore, bidder will be required to furnish the option under which he desires to avail purchase preference. This option must be declared within the offer and in case bidder fails to do so although he is eligible for both the Policies, EIL shall evaluate his offer considering PPP-2012 as the default chosen option.  
In case a MSE bidder opts for preference under PPP-2012, he shall not be eligible to claim benefit under PP-LC 2017 (irrespective of the fact whether he furnishes the details of LC in his offer and this LC meets the stipulated LC criteria).
  - ii. In case a MSE bidder opts for purchase preference based on PP-LC 2017, he shall not be entitled to claim benefit of purchase preference benefit as applicable for MSE bidders under PPP-2012. However, the exemptions from furnishing

## **Annexure- Purchase Preference (linked with Local Content)**

Bidding Document fee and Bid security shall continue to be available to such a bidder.

- g) In view of the above, the bidder's quoted prices against various items of enquiry shall remain valid even in case of splitting of quantities of the items, except in case of items where the quantity cannot be split since these are to be awarded in a Lot or as a package or Group.
- h) While evaluating the bids, for price matching opportunities and distribution of quantities among bidders, the order of precedence shall be as under:
  - MSE bidder (PPP-2012)
  - PP-LC complied bidder (PP-LC)

### **Examples of Purchase Preference:**

#### **Non divisible item**

L1 bidder is non MSE, non PP-LC bidder

L2 bidder is PP-LC (within 10%)

L3 bidder is MSE bidder (within 15%)

MSE bidder shall be given preference to match the L1 price. If L3 bidder matches the L1 price, order shall be placed on him, otherwise, option for matching the L1 price shall be given to L2 bidder (PP-LC).

#### **Divisible item**

L1 bidder is non MSE, non PP-LC bidder

L2 bidder is PP-LC (within 10%)

L3 bidder is MSE bidder (within 15%)

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him for the quantity specified in the bidding document. For the balance quantity (i.e. 50% of tendered quantity/value) option for matching the L1 price shall be given to L2 bidder (PP-LC). Balance quantity shall be awarded to natural lowest bidder.

For further clarification, in case an item has quantity 4 nos. then 1 no. can be given to MSE bidder, 2 to PP-LC bidder and left out 01 no. to natural L1 bidder.

#### **Note:**

*The above two examples are not applicable to the Works Contracts since the Purchase Preference under PPP-2012 is not applicable to works contracts.*

- i) In case lowest bidder is a MSE bidder, the entire work shall be awarded to him without resorting to purchase preference to bidders complying with Local Content.
- j) In case lowest bidder is a PP-LC bidder, purchase preference shall be resorted to MSE bidder as per provisions specified in the enquiry document w.r.t. PPP-2012 only.

#### **k) Certification of Local Content:**

Manufacturers of goods and/or providers of service, seeking Purchase Preference under the policy, shall be obliged to certify the LC of goods, service or EPC contracts as under:

#### **At bidding stage:**

Bidder shall furnish the percentage of the local content, taking into account the factors and criteria listed out in the policy. These details shall be required only at aggregate level like supply value, transport value and other heads given in the price schedule.

## **Annexure- Purchase Preference (linked with Local Content)**

**The bidder claiming the PP-LC benefit shall be required to furnish an undertaking on bidder's letterhead confirming his meeting the Local Content and this undertaking shall be certified as under:**

- Where the total quoted value is less than INR 5 Crore:  
The LC content shall be self assessed and certified by the authorized signatory of the bidder, signing the bid.
- Where the total quoted value is INR 5 Crore or above:
  - i. The Proprietor and an independent Chartered Accountant, not being an employee of the firm, in case of a proprietorship firm.
  - ii. Any one of the partners and an independent Chartered Accountant, not being an employee of the firm, in case of a partnership firm.
  - iii. Statutory auditors in case of a company. However, where statutory auditors are not mandatory as per laws of the country where bidder is registered, an independent chartered accountant, not being an Employee of the bidder's organization.

**Note:**

1. Sample formats for calculation of LC are enclosed as Annexures II & III.
2. LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product. The whole cost of product shall be constituted of the cost spent for the production of goods, covering: direct component (material) cost; direct manpower cost, factory overhead cost and shall exclude profit, company overhead cost and taxes for the delivery of goods.
3. However, LC of service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service. The total cost of service shall be constituted of the cost spent for rendering of service, covering: a) cost of component (material) which is used; b) manpower and consultant cost; cost of working equipment/facility; c) general service cost, excluding profit, company overhead cost, taxes and duties.

***The onus of submission of appropriately certified documents lies with the bidder and the purchaser shall not have any liability to verify the contents and will not be responsible for the same.***

***However, in case the procuring company has any reason to doubt the authenticity of the Local Content, it reserves the right to obtain the complete back up calculations before award of work failing which the bid shall be rejected.***

**After award of contract:**

- Where the estimated value is less than INR 5 Crore:  
The LC certificate shall be submitted along with each invoice duly self-certified by the authorized signatory of the bidder.
- Estimated value is INR 5 Crore or above:  
Supplier shall provide the necessary local-content documentation to the statutory auditor, who shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the goods or service measured.

***However, procuring company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain the complete back up calculation before award of work failing which the bid shall be rejected and appropriate action may be initiated against the bidder.***

## **Annexure- Purchase Preference (linked with Local Content)**

### **Failure of bidder in complying with the local content post award:**

In case a bidder, who has specified in his bid that the bid meets the minimum Local Content specified in the enquiry document, fails to achieve the same, the following actions shall be taken by the procuring company:

- a. Pre-determined penalty @ 10% of total contract value.
- b. Banning business with the supplier/contractor for a period of one year.

To ensure the recovery of above pre-determined penalty, payment against dispatch/shipping document shall be modified to the extent that the 10% payment out of this milestone payment shall be released after completion of this milestone as well as submission of certification towards achievement of Local Content, as per provision of enquiry document. Alternatively, this payment can be released against submission of additional bank guarantee valid till completion schedule, plus 3 months or as required by purchasing company.

### **Purchase Preference in case where Negotiation is also required:**

In case purchase preference is applicable, but negotiation is to be conducted with L1 bidder, negotiation shall be carried out. MSE and/or LC-complied bidder shall be offered to match the negotiated prices (even if, post negotiation, they are higher by more than 10% as compared to L1 bidder provided they were within 10% of L1 bidder as per original quoted prices) and left out quantity, if any, as per provisions of enquiry document shall be awarded to that bidder.

**Annexure – II**

**LC of Goods**

Table: CALCULATION OF LOCAL CONTENT – GOODS

Name of Manufacturer	Calculation of manufacturer Cost per ne unit of Product			
Cost Component	Cost (Domestic Component)	Cost (Imported Component)	Cost Total Rs./US\$	% Domestic Component
	a	b	c=a+b	d=a/c
I. Direct Material Cost				
II. Direct Labour Cost				
III. Factory Overhead				
IV. Total Production Cost				

**Note**

$$\% \text{ LC Goods} = \frac{\text{Total cost (IVc)} - \text{Total imported component cost (IVb)}}{\text{Total Cost (IV.c)}} \times 100$$

$$\% \text{ LC Goods} = \frac{\text{Total domestic component cost (IVa)}}{\text{Total Cost (IV.c)}} \times 100$$

Note: In case currency quoted by bidder for Import content is other than USD/INR, RBI exchange rate as on date of issuance of RFQ/ Bidding document shall be considered for calculation of Local content.

Conversion rate is \_\_\_\_\_ = \_\_\_\_\_ (As on \_\_\_\_\_ (enquiry issuance date) as per RBI exchange rate obtained from <https://www.rbi.org.in/>)

**Annexure – III**

**LC of Service**

Table: CALCULATION OF LOCAL CONTENT – SERVICE

NAME OF SUPPLIES OF GOODS/ PROVIDER OF SERVICE			Cost Summary			
			Domestic Rs/US\$	Imported Rs/US\$	Total	LC
			b	c	d	% e = b/d f=dxe
A.	I. Material used cost	Rs. US\$				
	II. Personnel & Consultant Cost	Rs. US\$				
	III. Other service cost	Rs. US\$				
	IV. Total cost (I to IV)	Rs. US\$				
B.	Taxes and Duties	Rs. US\$				
C.	Total Quoted price	Rs. US\$				

**Note**

$$\% \text{ LC Services} = \frac{\text{Total cost (A.IV.d)} - \text{Total imported component cost (A.IV.c)}}{\text{Total Cost (A.IV.d)}} \times 100$$

$$\% \text{ LC Service} = \frac{\text{Total domestic component cost (A.IV.b)}}{\text{Total Cost (A.IV.d)}} \times 100$$

Note: In case currency quoted by bidder for Import content is other than USD/INR, RBI exchange rate as on date of issuance of RFQ/ Bidding document shall be considered for calculation of Local content.

Conversion rate is \_\_\_\_\_ = \_\_\_\_\_ (As on \_\_\_\_\_ (enquiry issuance date) as per RBI exchange rate obtained from <https://www.rbi.org.in/>)

**GENERAL CONDITIONS OF CONTRACT  
(GCC)**



**BHARAT PETROLEUM CORPORATION LIMITED**

**APRIL 2016**

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## **GENERAL CONDITIONS OF CONTRACT**

### **SECTION - I DEFINITION OF TERMS**

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

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

## **SECTION - II GENERAL INFORMATION ABOUT SITE**

2.1

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

The site location is described in the Special Conditions of Contract which may be within the premises of existing Refinery. The intending tenderer should inspect the site and make himself familiar with site conditions and available facilities.

Entry into the BPCL areas is restricted depending on location/site. Only pass holders as also vehicles with special permits are permitted in such restricted areas. Inside the premises access to various work spots is also further regulated by permits issued for each area.

Non-availability of access roads or permits for entry of vehicles/equipment to any specific area shall in no case be the cause to condone any delay in execution of works or be the cause for any claims or extra compensations.

2.2

### **SCOPE OF WORK**

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

2.3

### **WATER SUPPLY, POWER SUPPLY AND OWNER'S LAND FOR CONTRACTOR'S FIELD, GODOWN AND WORKSHOP:**

Unless otherwise provided under Special Conditions of Contract, the tenderer will have to make his own arrangement for supply of water and power.

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

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

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

2.4

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

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

**SECTION - III**  
**GENERAL INSTRUCTION FOR THE TENDERER**

**3 SUBMISSION OF TENDER:**

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

3.2 Addenda/Corrigenda to this tender document if issued must be signed and submitted along with the tender document. The tenderer should consider the Addenda/Corrigenda and should price the work based on revised quantities when amendments for quantities are issued in addenda.

3.3 Tenders should always be placed in double sealed covers, superscribing **Tender No. \_\_\_\_\_ Tender for \_\_\_\_\_ (name of job), Bharat Petroleum Corporation Limited**, due for opening on \_\_\_\_\_ The full name, postal address and telegraphic address of the tenderer shall be written on the bottom left hand corner of the sealed cover. (This will not be applicable in the case of e-tenders) Tenders received in open condition (priced bid) are liable to be rejected.

3.4 Instructions for two part bidding

- i) The bid should be submitted in two parts viz.
  - a. Techno-commercial bid.
  - b. Price bid.
- ii) Techno-commercial bid shall have the following information/details
  - a. Technical deviation if any.
  - b. Commercial deviation if any like extra taxes, duties etc.
  - c. Copy of price bid with prices blanked off.
  - d. Any other relevant information.
- iii) Price Bid shall have only prices as per schedule of Rates.
- iv) Techno-commercial bid and price bid shall be enclosed in two separate envelopes with the subject job, type of bid, bidders name super-scribed on top. Both these envelopes shall be sealed in a common envelope and submitted as specified above and in covering letter. (This will not be applicable in the case of e-tenders)

**4 DOCUMENTS:**

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

4.2 All pages to be initialed:

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

4.3 Rates to be in Figures and Words:

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

4.4 Corrections and Erasures:

All corrections and alteration in the entries of tender papers will be signed in full by the tenderer with date. No erasures or over-writings are permissible.

In case of priced bids containing overwriting/cuttings/erasures in the quoted rates and in case these are not attested by the signatory of the bid, such priced bids are liable to be rejected without giving any further notice.

4.5 Signature of Tenderer:

The tender shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the tenderer with his usual signature with company stamp. Partnership firms shall furnish the full names of all partners in the tender. It should be signed in the partnership name by all the partners or by duly authorized representative followed by the name and designation of the person signing with company stamp. Tender by Company or Corporation registered under the relevant companies act, shall be signed by the authorized representative and a power of attorney in that behalf shall accompany the tender.

4.6 Transfer of tender documents issued to one intending tenderer to another is not permissible.

5 **PURCHASE PREFERENCE:**

Owner reserves its right to allow Public Sector Enterprises (Central/State), purchase preference as admissible/applicable from time to time under the existing Govt. policy.priced.

Owner reserves its right to allow Micro and Small Enterprises (MSEs) 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.

6 **EARNEST MONEY:**

(a) The tenderer must submit/ deposit earnest money, if specified in the RFQ/Tender enquiry, failing which the tender is liable to be rejected. Earnest Money Deposit shall be submitted in the form of crossed Demand Draft in favour of "Bharat Petroleum Corporation Ltd." / Electronic Funds Transfer to BPCL Bank Account / Bank Guarantee executed by any Scheduled Bank approved by Reserve Bank of India (as per Proforma provided in Annexure 2). Earnest Money Deposit (EMD) shall be valid for a period of **6 (Six) months** from the due date of opening of Techno-commercial Bids and shall be submitted from any Indian Scheduled Commercial Bank / Indian Branch of Foreign Bank. EMD submitted by foreign vendors shall be in USD / EURO only.

In case of limited tender, Earnest Money deposit (EMD) is not applicable for registered contractors of BPCL. NOTE : Exemption of Bidding Document fee and EMD will be applicable for Micro and Small Enterprises (MSEs) registered with National Small Industries Corporation (NSIC)/ District Industries Centers (DIC) as per applicable government guidelines .Such bidder shall submit Notary attested copy of the certificate issued by NSIC or DIC, valid as on the date of bid opening, indicating that their registration includes the items/works under tender. The registration certificate should remain valid during the period of the contract that may be entered into such successful bidder. Such tenderers should ensure validity of the Registration Certificate for the purpose.

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

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

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

7 **TENDER VALIDITY:**

Tender submitted by tenderers shall remain valid for acceptance for a period of four months from the date of opening of the tender (Technical Bid in the case of two bid). The tenderer shall not be entitled during the said period of four months, without the consent in writing of the Owner, to revoke, or cancel his tender or vary the tender given or any term thereof.

In case of tenderer revoking or canceling his tender, varying any terms in regard thereof without prior consent of Owner in writing, appropriate penal action will be taken by BPCL as deemed fit including putting the tenderer/contractor on 'Holiday listing'/'Delisting' barring the tenderer/contractor from participating in future tenders for an appropriate period from the date of revocation/cancellation/varying the terms besides forfeiture of Earnest Money deposited by tenderer.

7.A **FIRMNESS OF QUOTE :**

Once the quotation is accepted, the rates quoted shall be firm till the entire work is completed.

7.B **LANGUAGE OF BID:**

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

**7.C CURRENCIES OF BID & PAYMENT:**

For materials and services to be procured from India, Bidder shall quote the prices in INR only.

Indian bidders shall quote the rates/prices in Indian Rupees (INR) only for Indian component and in USD / EURO for Foreign Component. Foreign Bidders can quote their prices in INR / USD / EURO. Payment shall be subject to RBI guidelines.

**8 ADDENDA / CORRIGENDA:**

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

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

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

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

Vendors are requested to sign & return IP document, attached as Annexure 7, if applicable as per the terms of the tender. This document is essential & binding.

Proforma of Integrity Pact shall be returned by the Bidder along with the bid documents (Technical Bid), duly filled up and signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder's failure to return the Integrity Pact duly signed along with the bid documents may result in the bid not being considered for further evaluation.

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

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

Bidders may raise disputes/ complaints, if any, with the nominated Independent External Monitor.

**10 B HOLIDAY LISTING:**

The vendors / contractors are expected to adopt the ethics of highest standards and a very high degree of integrity, safety and quality consciousness, commitment and sincerity towards the work undertaken and dealing with BPCL in such matters. Also, while participating in the tender and performing the contracts, Contractors are required to meet certain performance criteria and adherence to the terms and conditions of the tender / contract.

BPCL shall have the right to remove from the list of approved suppliers / contractors or to ban business dealings, if any agency has been found to have committed misconduct or fraud or poor performance or anything unethical not expected from a reputed agency.

The guidelines and procedures for Holiday Listing as adopted by BPCL and available separately in BPCL website shall be applicable in the context of all tenders floated and consequently, all Orders / Contracts / Purchase Orders placed, by BPCL.

**10 C CONSULTANCY CONTRACTS:**

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

10 D **FOREIGN BIDDERS:**

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

**(a) PAN No.**

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

**(b) Tax Residency Certificate (TRC)**

TRC containing prescribed particulars as per the Annexure 5 from the Government of foreign country in order to claim the benefits of DTAA as per the Indian Income Tax requirements shall be submitted, failing which the relief under DTAA will not be available and consequently the actual rate of withholding tax will be applicable and deducted from the payment made to supplier/contractor/consultant (i.e., non-resident taxpayer). The TRC shall be duly verified by the Government of the country of which the assessee claims to be a resident for the purposes of tax.

**(c) Form 10F**

In additional to TRC, in order to claim the benefits of DTAA, bidder shall also submit additional information in form no. 10F as per Annexure 6. Form 10F has to be signed & verified by the assessee himself.

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

11 **COLLECTION OF DATA TENDERER'S RESPONSIBILITY :**

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

12 **TIME SCHEULE :**

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

13 **SIGNING OF THE CONTRACT:**

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

14 A **FIELD MANAGEMENT:**

The field management will be the responsibility of the Engineer-in-Charge, who will be nominated by the Owner. The Engineer-in-Charge may also authorize his representatives to perform his duties and functions.  
Coordination of Work - The Engineer-in-Charge shall coordinate the work of various agencies engaged at site to ensure minimum disruption of work carried out by different agencies. It shall be the responsibility of the contractor to plan and execute strictly in accordance with the site instructions to avoid hindrance to the works being executed by other agencies.

14 B **RETIRIED GOVERNMENT OR COMPANY OFFICER:**

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

## **SECTION - IV**

### **INTERPRETATION OF CONTRACT DOCUMENTS**

#### **15      INTERPRETATION OF CONTRACT DOCUMENT:**

15.1 Except if and to the extent otherwise provided by the Contract, the provisions of the General Conditions of Contract and special conditions shall prevail over those of any other documents forming part of the contract. Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or any of the matter may be referred to Engineer-in-Charge, who shall give his decisions and issue to the Contractor instructions directing in what manner the work is to be carried out. The decision of the Engineer-in-Charge shall be final and conclusive and the contractor shall carry out work in accordance with this decision.

15.2 Works shown upon the drawing but not mentioned in the specifications or described in the specification without being shown on the drawings shall nevertheless be held to be included in the same manner as if they had been specifically shown upon the drawings and described in the specifications.

15.3 Headings and marginal notes to the clauses of these General Conditions of Contract or to specifications or to any other tender document are solely for the purpose of giving a concise indication and not a summary of the content thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof of the Contract.

15.4 Singular and Plural:  
In these contract documents unless otherwise stated specifically, the singular shall include the plural and vice-versa wherever the context so requires. Words indicating persons shall include relevant incorporated companies/ registered as associations/ body of individual/ firm or partnership.

#### **16      SPECIAL CONDITIONS OF CONTRACT:**

16.1 Special Conditions of contract shall be read in conjunction with the General Conditions of Contracts, specification of work, Drawings and any other documents forming part of this contract wherever the context so requires.

16.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.

16.3 Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract then, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provision of the General Conditions of Contract and shall to the extent of such repugnance or variations, prevail.

16.4 Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the contractor shall do so at his own cost.

16.5 The materials, designs and workmanship shall satisfy the relevant Indian Standards, the Job specifications contained herein and codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

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

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

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

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

18.1 To ensure performance of the contract and due discharge of the contractual obligations, the successful contractor will have to provide security deposit of 10% of the contract value within 30 days of receipt by him of the notifications of acceptance of tender unless otherwise specified in the Special Conditions of Contract.

This Security deposit may be furnished in the form of an Account payee Demand Draft payable to BPCL or Bank Guarantee in the prescribed format. The contractor shall have the option to adjust any Earnest Money Deposit (EMD), if paid in forms other than Bank Guarantee, towards security deposit if he so desires.

In the case of security deposit submitted in the form of Bank guarantee, the Bank Guarantee shall be valid and remain in force till the completion of contractual completion period, defect liability period (if applicable) plus a claim period of 3 months. The Bank Guarantee shall be in the form prescribed (Annexure 2).

The security deposit will be retained till the successful completion of the work and thereafter till the expiry of the defect liability period (refer clause-72), if applicable. This retention money/Bank guarantee held shall be released after the expiry of the defect liability period provided that any defects appearing during that period are corrected by the contractor and subject to Clause 18.2 below.

If the Contract Value is in more than one currency, the Security deposit shall also be in multiple currencies amounting to 10% for each currency of awarded contract.

In the case of value/rate/quantity contracts, the security deposit shall be based on individual release orders issued.

18.2 If the contractor/ sub-contractor or their employees shall break, deface or destroy any property belonging to the Owner or other agency during the execution of the contract, the same shall be made good by the Contractor at his own expenses and in default thereof, the Engineer-in-Charge may cause the same to be made good by other agencies and recover expenses from the contractor (for which the certificate of the Engineer-in-Charge shall be final). These expenses can be recovered from the security deposit/retention money if recovery from other sources is not possible.

18.3 All compensation or other sums of money payable by the contractor to the Owner under terms of this contract may be deducted from his security deposit/retention money or from any sums which may be or may become due to the contractor by the Owner on any account whatsoever and in the event of his security deposit/retention money being reduced by reasons of any such deductions. The contractor shall within ten days thereafter make good any sum or sums, which may have been deducted from his security Deposit/retention money. No interest shall be payable by the Owner from sum deposited as security deposit/retention money.

18.4 The security deposit shall be held by the Owner, as security for the due performance of the Contractor's obligations under the contract, provided that nothing herein stated shall make it incumbent upon the Owner to utilize the security deposit/retention money in preference to any other remedy which the Owner may have, nor shall be construed as confining the claims of the Owner against the contractor to the quantum of the Security Deposit/retention money.

18.5 The Bank guarantee if submitted shall be from any Indian scheduled bank or an international bank of repute having a branch in India or a corresponding banking relationship with an Indian scheduled bank. The security deposit/retention money shall be in Indian Rupee in the case of domestic bidders and in the quoted currency in the case of foreign bidders (INR/USD/EURO as the case may be.).

**19 TIME OF PERFORMANCE:**

19.1 The work covered by this contract shall be commenced as detailed in the purchase order or as per the instructions of the Engineer in charge and be completed in stages on or before the dates as mentioned in the time schedule of completion of work. The contractor should bear in mind that time is the essence of this agreement unless such time

be extended pursuant to the provision of clause No. 21. Request for revision of Completion time after tenders are opened will not receive consideration.

19.2 Time Schedule of Completion: The general time schedule of completion is given in the tender document. Contractor should prepare a detailed monthly and weekly execution programme, jointly with the Engineer-in-Charge within two weeks of receipt of Letter of Intent or acceptance of tender. The work shall be executed strictly as per the time schedule given in this document. The period of completion given includes the time required for testing, rectifications, if any, retesting and completion in all respects to the entire satisfaction of the Engineer-in-Charge.

20 **FORCE MAJEURE:**

Any delays in or failure of the performance of either party hereto shall not constitute default here under or give rise to any claims for damages, if any, to the extent such delays or failure of performance is caused by occurrences such as Acts of God or the public enemy expropriation or confiscation of facilities by Govt./authorities, compliances with any order or request of any Government authorities, acts of war, rebellion or sabotage or fires, floods, explosions, riots or strikes. The contractor shall keep records of the circumstances referred to above and bring these to the notice of Engineer-in-Charge in writing immediately on such occurrences.

21 **EXTENSION OF TIME:**

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

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

22. **LIQUIDATED DAMAGES FOR DELAY:**

22.1 Time is the essence of the contract. In case the contractor fails to complete the whole work within the stipulated period, he shall be liable to pay liquidated damages of 0.5% of the value of contract per week and or part thereof of the delay subject to a maximum of 5% of the value of the contract. The parties agree that this is a genuine pre-estimate of the loss/damage which will be suffered by the owner on account of delay on the part of the contractor and the said amount will be payable on demand without there being any proof of the actual loss or damages having been caused by such delay/breach. The owner shall be at liberty to adjust or deduct the said amount of liquidated damages from any amount due to the contractor including Security Deposit.

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

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

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

24 **TERMINATION/OFFLOADING:**

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

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

25. **FORFEITURE OF SECURITY DEPOSIT:**

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

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

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

- a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the owner shall be conclusive evidence) in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Owner.
- b) To employ labour paid by the owner and to supply materials to carry out the work any part of the work, debiting contractor with the labour cost of tools and plants and equipment charges, the cost of the materials for which a certificate of the Engineer-in-Charge shall be final and conclusive against the Contractor and 10% of costs as above to cover all departmental charges and crediting him with the value of the work done in all respects in the manner and at the same rates as if it had been carried out by the Contractor under the term of his contract. The certificate of Engineer-in-Charge as to the value of the work done shall be final and conclusive against the contractor.
- c) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hand to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess, the certificate in writing of the Engineer-in-Charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Owner under the contract or otherwise or from his security deposit or from the proceeds of sale thereof, of a sufficient part thereof.

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

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

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

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

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

29 **CHANGES IN CONSTITUTION OF THE CONTRACTOR:**

The Contractor, whether an individual, Proprietary Concern, Hindu Undivided Family, Partnership Firm, Private Limited Company or Public Limited Company, shall not make any change(s) in its constitution, by transfer of substantial shareholding or of management (in case of a company) or by addition or deletion of Partners, change in the terms of Partnership, or make any other material change(s) without prior approval of Owner. Any such unauthorized change shall attract the provisions of clause 35 hereof.

30 **IF THE CONTRACTOR DIES:**

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

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

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

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

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

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

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

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

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

35 **SUB-LETTING OF WORK:**

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

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

36 **POWER OF ENTRY:**

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

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

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

37 **CONTRACTOR'S RESPONSIBILITY WITH OTHER AGENCIES:**

Without repugnance to any other condition, it shall be the responsibility of the contractor executing the work, to work in close co-operation and co-ordinate the works with other contractors or their authorized representatives and

the contractor will put up a joint scheme, showing the arrangements, with other contractors / agencies for carrying his portion of work to the Engineer-in-Charge, and get the approval. The contractor before finally submitting the schemes to the Engineer-in-Charge shall have the written agreement of the other agencies. The Engineer-in-Charge before communicating his approval of the scheme, with any required modifications shall get the final agreement of all the agencies, which shall be binding. No claim shall be entertained on account of the above.

The contractor shall conform in all respects with the provisions of any statutory regulations, ordinances or by laws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the works or any temporary works. The contractor shall keep the Owner Indemnified against all penalties and liabilities of every kind arising out of non-adherence to such statutes ordinances, laws, rules, regulations, etc.

38 **OTHER AGENTS AT SITE:**

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

39 **NOTICES:**

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

40 **RIGHTS OF VARIOUS INTERESTS:**

- i) The Owner reserves the right to distribute the work between more than one contractor. The contractor shall co-operate and afford other contractors reasonable opportunity for access to the works for the carriage and storage of materials and execution of their works.
- ii) Whenever the work being done by any department of the Owner or by other contractors employed by the Owner is contingent upon work covered by the contract, the respective rights of the various interests involved shall be determined by the Engineer-in-Charge to secure the completion of the various portions of the work in general harmony.

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

- i) Owner shall, at any time be entitled to determine and terminate the contract, if in the opinion of the Owner the cessation of the work becomes necessary owing to paucity of funds or for any other cause whatsoever, in which case, the cost of approved materials at the site at current market rates as verified and approved by Engineer-in-Charge and of the value of the work done to date by the contractor shall be paid for in full at the rates specified in the contract. A notice in writing from the Owner to the contractor of such determination and termination and the reason thereof, shall be the conclusive proof of the fact that the contract has been so determined and terminated by the Owner.
- ii) Should the contract be determined under sub-clause (i) of this clause and the contractor claims payments to compensate expenditure incurred by him in the expectation of completing the whole of the work, the Owner shall consider and admit such claim as are deemed fair and reasonable and are supported by vouchers to the satisfaction of the Engineer-in-Charge. The Owner's decision on the necessity and propriety of any such expenditure shall be final and conclusive and binding on the contractor.

42 **PATENTS AND ROYALTIES:**

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

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

42.2 All drawings, blue prints, tracings, reproducible, models, plans, specification and copies thereof, furnished by the Owner as well as drawings, tracings, reproducible, plans specifications, design, calculations etc. prepared by the contractor for the purpose of execution of works covered in or connected with this contract shall be the property of Owner and shall not be used for any other work but are to be delivered to the Owner at the completion of the contract.

42.3 Where so desired by Engineer-in-Charge, the contractor agrees to respect the secrecy of any document, drawings etc. issued to him for the execution of this contract, and restrict access to such documents, drawing etc. to the minimum and further, the contractor agrees to execute an individual SECRECY agreement from each or any person employed by contractor having access to such documents, drawings and to any other agency or individual, without the written approval by Engineer-in-Charge.

**43 LIENS:**

43.1 If, at any time, there should be evidence or any lien or claim for which the Owner might have become liable and which is chargeable to the contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the owner against such lien or claim and if such lien or claim be valid the Owner may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the Contractor. If any lien or claim remain unsettled after all payments are made, the contractor shall refund or pay to the Owner all moneys that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.

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

**44 OPERATION OF CONTRACT:**

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

**44.2 Non-Waiver of Default:**

Any failure by the Owner or Contractor at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this agreement, or to exercise a right hereunder, shall not constitute a waiver of such terms, conditions or rights, and shall not affect or impair same, or the right of the Owner or the Contractor, as the case may be at any time to avail itself of same.

**SECTION - V**  
**PERFORMANCE OF WORK**

**45 EXECUTION OF WORKS:**

45.1 All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory detailed drawings, specifications, and instructions as may be furnished from time to time to the contractor by the Engineer-in-Charge whether mentioned in the contract or not. The contractor shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workman like manner with the quality of material and workmanship in strict accordance with the specifications following all safety requirements of BPCL and as stipulated in work permits as per the directions and to the entire satisfaction of the Engineer-in-Charge.

45.2 Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities/materials, it is understood that the contractor shall do, so at his cost unless otherwise specified.

45.3 The materials, design and workmanship shall satisfy the relevant Indian Standards, the Job specification contained herein and codes referred to. Where the job specification stipulate requirements in addition to those contained in the standards codes and specifications, these additional requirements shall also be satisfied.

**46 COORDINATION AND INSPECTION OF WORK:**

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

**47 WORK IN MONSOON AND DEWATERING:**

47.1 The completion of the work may entail working in the monsoon also. The contractor must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.

47.2 During monsoon and other period, it shall be the responsibility of the contractor to keep the construction work site free from water at his own cost.

**48 WORK ON SUNDAYS AND HOLIDAYS:**

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

**49 GENERAL CONDITIONS FOR CONSTRUCTION AND ERECTION WORK:**

**49.1 Place of Work:**

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

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

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

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

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

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

50.1 Where drawings are attached with tender, these shall be for the general guidance of the contractor to enable him to visualize the type of work contemplated and scope of work involved. The contractor will be deemed to have studied the drawings and formed an idea about the work involved.

50.2 Detailed working drawings on the basis of which actual execution of the work is to proceed will be furnished from time to time during the progress of the work. The contractor shall be deemed to have gone through the drawings supplied to him thoroughly and carefully and in conjunction with all other connected drawings and bring to the notice of the Engineer-in-Charge, discrepancies, if any, therein before actually carrying out the work.

50.3 Copies of all detailed working drawings relating to the works shall be kept at the contractor's office of the site and shall be made available to the Engineer-in-Charge at any time during the contract. The drawings and other documents issued by the Owner shall be returned to the Owner on completion of the works. Reference is also invited to clause 42.2 and 42.3 above regarding drawings and other documents.

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

51.1 Where drawings/data are to be furnished by the contractor, they shall be as enumerated in the special conditions of contract, and shall be furnished within the specified time.

51.2 Where approval of drawings before manufacture / construction / fabrication has been specified, it shall be contractor's responsibility to have these drawings prepared as per the directions of Engineer-in-Charge and got approved before proceeding with manufacture construction / fabrication, as the case may be. Any changes that may have become necessary in these drawings during the execution of the work shall have to be carried out by the contractor to the satisfaction of Engineer-in-Charge at no extra cost. All final drawings shall bear the certification stamps duly signed by both the contractor and the Engineer-in-Charge.

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

52 **SETTING OUT WORKS:**

52.1 The Engineer-in-Charge shall furnish the contractor with only the four corners of the work site and a level bench mark and the contractor shall set out the works and shall provide efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.

52.2 The contractor shall provide, fix and be responsible for the maintenance of all stakes, templates, level marks, profiles and other similar things and shall take all necessary precaution to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The contractor shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and centre line marks, either existing or supplied and fixed by the contractor. The work shall be set out to the satisfaction of the Engineer-in-Charge. The approval thereof or joining in setting out the work shall not relieve the contractor of any of his responsibilities.

52.3 Before beginning the works, the contractor shall at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the work in accordance with the scheme, for bearing marks acceptable to the Engineer-in-Charge. The centre, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct marks at the centre to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by the Engineer-in-Charge in writing but such approval shall not relieve the contractor of any of his responsibilities. The contractor shall also provide all labour, material and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.

52.4 Pillars bearing geodetic marks located at the site of work under construction should be protected and fenced by the contractor.

52.5 On completion of works, the contractor must submit the geodetic documents according to which the work was carried out.

53 **RESPONSIBILITY FOR LEVEL AND ALIGNMENT:**

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

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

54.1 The contractor shall procure and provide the whole of the materials required for construction including tools, tackles, construction plant and equipment for the completion and maintenance of the works except the materials which will be issued by Owner and shall make his own arrangement for procuring such materials and for the transport thereof.. The materials procured by the contractor shall be BPCL approved/specified quality.

54.2 All materials procured should meet the specifications given in the tender document. The Engineer-in-Charge may, at his discretion, ask for samples and test certificates for any batch of any material procured. Before procuring, the contractor should get the approval of Engineer-in-Charge for any material to be used for the works.

54.3 Manufacturer's certificate shall be submitted for all materials supplied by the contractor. If, however, in the opinion of the Engineer-in-Charge any tests are required to be conducted on the materials supplied by the contractor, these will be arranged by the contractor promptly at his own cost.

55 **MATERIALS SUPPLIED BY OWNER:**

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

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

56 **CONDITIONS FOR ISSUE OF MATERIALS:**

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

xii) The contractor should see that only the required quantities of materials are got issued. The contractor shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to the stores/location where from they were issued or to the place as directed by the Engineer-in-Charge.

xiii) Materials/ Equipment supplied by Owner shall not be utilized for any other purpose(s) than issued for.

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

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

58 **MATERIALS OBTAINED FROM DISMANTLING:**

If the contractor in the course of execution of the work is called upon to dismantle any part for reasons other than those stipulated in clauses 64 & 68 hereunder, the materials obtained in the work of dismantling etc. will be considered as the Owner's property and will be disposed off to the best advantage of the Owner.

59 **ARTICLES OF VALUE FOUND:**

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

60 **DISCREPANCIES BETWEEN INSTRUCTIONS:**

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

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

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

- If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract.
- If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for similar class of works as specified in the contract for the work. The opinion of the Engineer-in-Charge as to whether the rates can be reasonably so derived from items in the contracts will be final and binding on the contractor.
- If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clause (a) and (b) above, then the contractor shall inform the Engineer-in-Charge of the rate which is his intention to charge for such class of work supported by analysis of the rate or rates claimed, and the Engineer-in-Charge shall determine the rates on the basis of the prevailing market rates of materials, labour

cost at schedule of labour plus 10% to cover contractor's supervision, overheads and profit and pay the contractor accordingly. The opinion of the Engineer-in-Charge as to the current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the contractor.

d) Provisions, contained in sub-clause (a) to (c) above shall not, however, apply:  
Where the value of alterations / additions / deletions or substitutions exceeds beyond plus or minus 25% of the estimated contract value (i.e. quoted item rates of contractor shall hold good for variations etc. within plus or minus 25% of estimated contract value)

B) In the event and as a result of such alternatives / additions / substitutions / deletion, the scope of contract work exceed the value stipulated in the contract by more than the limits given in clause (d) above, the Contractor shall claim revision of the rates supported by the proper analysis in respect of such items for quantities in excess of the above limits, notwithstanding the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provision of sub-clause (b) of Clause 61 A, and the Engineer-in-Charge may revise their rates having regard to the prevailing market rates, and the contractor shall be paid in accordance with the rates so fixed. But, under no circumstances the contractor shall suspend / stop / slowdown the work on the plea of non-settlement of rates of items falling under this clause.

**62. ACTION WHERE NO SPECIFICATIONS ISSUED:**

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

**63. ABNORMAL RATES:**

The contractor is expected to quote rate for each item after analysis of cost involved for the completion of item/work, considering all specifications and conditions of contract. This will avoid loss of profit or gain, in case of curtailment or change of specification for any item. In case it is noticed that the rates for any item, quoted by the tenderer are unusually high or unusually low (i.e. in case of variation plus or minus 25% between tendered rates and estimates), it will be sufficient cause for the rejection of the tender unless the Owner is convinced about the reasonableness of the rates on scrutiny of the analysis for such rate to be furnished by the tenderer on demand.

**64. INSPECTION OF WORK:**

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

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

**65. ASSISTANCE TO THE ENGINEERS:**

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

**66. TESTS FOR QUALITY OF WORKS:**

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

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

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

67. **SAMPLES:**

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

68. **ACTION AND COMPENSATION IN CASE OF BAD WORK:**

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

69. **SUSPENSION OF WORKS:**

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

70. **OWNER MAY DO PART OF WORK:**

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

71. **POSSESSION PRIOR TO COMPLETION:**

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

72. **PERIOD OF LIABILITY FROM THE DATE OF COMPLETION OF WORK:**

72.1 The contractor shall guarantee the installation/site work for a period of - 12 (twelve) Months from the date of completion of work, unless otherwise specified. Any damage that may lie undiscovered at the time of issue of completion certificate, connected in any way with the equipment or materials supplied by him or in the workmanship shall be rectified or replaced by the contractor at his own expense as deemed necessary by the Engineer-in-Charge or in default, the Engineer-in-Charge may cause the same made good by other workmen and deduct expenses (for which the certificate of Engineer-in-Charge shall be final) from any sums that may be then or at any time thereafter, become due to the contractor or from his security deposit.

72.2 If the contractor feels that any variation in work or in quality of materials or proportions would be beneficial or necessary to fulfill the guarantee called for, he shall bring this to the notice of the Engineer-in-Charge in writing. The work will not be considered as complete and taken over by the Owner until all the temporary works etc., constructed by the contractor is removed and work site cleaned to the satisfaction of Engineer-in-Charge.

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

72.4 **Effects prior to taking over:**  
If at any time, before the work is taken over, the Engineer-in-Charge shall

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

In the case contractor shall fail to do so, the Owner may take, at the cost of the contractor, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure, so incurred by the Owner shall be recovered from the amount due to the contractor. The decision of the Engineer-in-Charge with regard to the amount be recovered from the contractor will be final and binding on the contractor. As soon as the works have been completed in accordance with the contract (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance thereof provided in clause 72.1) and have passed the tests on completion, the Engineer-in-Charge shall issue a certificate (hereinafter called completion certificate) in which he shall certify the date on which the work have been so completed and have passed the said tests and the Owner shall be deemed to have taken over the works on the date so certified. If the works have been divided into various groups in the contract, the Owner shall be entitled to take over any group or groups before the other or others and thereupon the Engineer-in-Charge shall issue a completion certificate which will however, be for such group or groups as taken over only.

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

72.6 The Security Deposit/retention money deducted / furnished as per clause 18 of GCC shall be retained for the period of liability as given in clause 72.1 above. This Retention amount or Bank Guarantee furnished against Security Deposit/retention money shall be released only on expiry of the period of liability and also based on the certification of the Engineer-in-charge that no defect/damage has been reported / observed during the stipulated period of liability for the contract.

72.7 Performance of contractor shall be evaluated on each job by Engineer-in-Charge and recorded. The format given below is only indicative of major parameters on which performance will be evaluated. However, the detailed contractor performance monitoring format prevailing at the time of evaluation of contractor performance will be used. Review of performance will be carried out at appropriate intervals by BPCL.

### PERFORMANCE OF CONTRACTOR

Date... .....

JOB : .....  
CONTRACTOR : .....  
CONTRACT NO. & DATE .....  
DATE OF START : ..... DATE OF COMPLETION: .....

PARAMETERS	REMARKS
Resource Mobilisation	
Quality consciousness	
Safety awareness	
Concern for Housekeeping	

ENGINEER-IN-CHARGE  
NAME  
DESIGNATION

## SECTION VI

### BILLS / MEASUREMENT / PAYMENT

73.

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

##### **i) Contractor's Remuneration**

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

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

The prices/rates quoted by the contractor shall remain firm till the issue of final completion certificate and shall not be subject to escalation. Schedule of rates shall be deemed to include and cover all costs, expense and liabilities of every description and all risk of every kind to be taken in executing, completing and handing over the work to the Owner by the Contractor. The Contractor shall be deemed to have known the nature, scope, magnitude and the extent of the works and materials required, though the contract document may not fully and precisely furnish them. He shall make such provision in the item rates as he may consider necessary to cover the cost of such items of work and materials as may be reasonable and necessary to complete the works. The opinion of the Engineer-in-Charge as to the items of work which are necessary and reasonable for completion of work shall be final and binding on the contractor, although the same may not be shown on or described specially in contract documents. Generality of this present provision shall not be deemed to cut down or limit in any way because in certain cases it may and in other cases it may not be expressly stated that the contractor shall do or perform a work or supply articles or perform services at his own cost or without addition of payment or without extra charges or words to the same effect or that it may be stated or not stated that the same are included in and covered by the schedule of rates.

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

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

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

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

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

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

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

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

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

For work under unit rate basis, no alteration will be allowed in the schedule of Rates by reason of work or any part of them being modified, altered, extended, diminished or omitted. The schedule of Rates are fully Inclusive rates which have been fixed by the contractor and agreed to the Owner and cannot be altered.

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

**74. PROCEDURE FOR MEASUREMENT / BILLING OF WORK IN PROGRESS:**

i) Measurements:

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

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

ii) Billing:

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

iii) Dispute in Mode of Measurements:

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

**75. LUMPSUMS IN TENDER:**

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

**76. RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS ADVANCES:**

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

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

**77. EXTRA WORK:**

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

**78. PAYMENT OF CONTRACTOR'S BILL:**

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

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

79. **MODE OF PAYMENT:**

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

80. **COMPLETION CERTIFICATE:**

80.1 Application for Completion Certificate:

When the contractor fulfills his obligation under clause 72.4, he shall be eligible to apply for completion certificate. The contractor may apply for separate completion certificate in respect of each such portion of the work by submitting the completion documents along with such application for completion certificate.

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

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

80.2 Completion Certificate:

The contractor shall be furnished with a certificate by the Engineer-in-Charge of such completion, but no certificate shall be given nor shall the work be deemed to have been executed until all scaffolding surplus materials and rubbish is cleared off the site completely or until the work shall have been measured by the Engineer-in-Charge whose measurement shall be binding and conclusive. The work will not be considered as complete and taken over by the Owner, until all the temporary works, labour and staff colonies etc. constructed are removed and the work site cleaned of all debris etc., as described in clause in 80.3 below and to the satisfaction of the Engineer-in-Charge.

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

80.3 Clearing the site:

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

- a) All unused scrap steel bar/ structural steel sections/pipe materials etc., (Free issue by owner) shall be the property of the owner and the same shall be returned by the contractor category-wise at their own cost to Owner's store. The weighment slip issued by the Warehouse (in original) is required to be attached along with the final bill/ material reconciliation statement. In case, the material is supplied by the contractor, as per their scope of work, the scrap material generated out of the same should be taken out at their own cost before the settlement of the final bill.
- b) Insulation material (either issued by owner to the contractor or supplied by contractor) shall be kept in the area allocated by owner. During the insulation activities, the contractor should keep the work area clean on day-to-day basis. On completion of insulation job, all debris/packing should be taken out to the designated location or as directed by the Engineer in charge for disposal at their own cost before the settlement of the final bill.

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

81. **FINAL DECISION AND FINAL CERTIFICATE:**

Upon Expiry of the period of liability and subject to the Engineer-in-Charge being satisfied that the works have been duly maintained by the contractor during monsoon or such period as herein before provided in clause 72 and that the contractor has in all respect duly made up any subsidence and performed all his obligations under the contract, the Engineer-in-Charge shall (without prejudice to the rights of the Owner to retain the provisions of relevant clause hereof) give a certificate herein referred to as the final certificate to that effect. The contractor shall not be considered to have fulfilled the whole of his obligations under the contract until Final Certificate have been given by

the Engineer-in-Charge notwithstanding any previous entry upon the work and taking possession, working or using of the same or any part thereof by the owner.

82.

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

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

## **SECTION VII TAXES/DUTIES/INSURANCE**

### **83. TAXES, DUTIES, OCTROI ETC.:**

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

### **84. INSURANCE:**

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

- i) Employees State Insurance Act:  
The Contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employees State Insurance Act, 1948, and the contractor further agrees to defend, indemnify and hold Owner harmless from any liability or penalty which may be imposed by the Central, State or Local Authority by reason of any asserted violation by contractor or sub-contractor, of the Employee State Act, 1948 and also from all claims suits or proceedings that may be brought against the Owner arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of the contractor, by third parties or by Central or State Government authority or any political sub-division thereof.  
The contractor agrees to filing, with the Employees State Insurance Corporation, the Declaration Forms and all forms which may be required in respect of the contractor's or sub-contractor's employees whose aggregate remuneration as fixed by the concerned authorities and who are employed in the work provided for or those covered by ESI Act under any amendment to the Act from time to time. The contractor shall deduct and secure the agreement of the sub-contractor to deduct the employee's contribution as per the first schedule of the Employee State Insurance Act from wages and affix the Employee's contribution Cards at Wages payment intervals. The contractor shall remit and secure the agreement of the sub-contractor to remit to the authorized bank, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The contractor agrees to maintain all Cards and records as required under the Act in respect of employees and the payments and the contractor shall secure the agreement of the subcontractor to maintain such records. Any expenses incurred for the contribution, making contribution or maintaining records shall be to the contractor's or sub-contractor's account.  
The Owner shall retain such sum as may necessary, from the total contract value until contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid.
- ii) Workman's Compensation and Employee's Liability Insurance:  
Insurance shall be effected for all the Contractor's employees engaged in the performs of this contract, if any of the work is sublet, the contractor shall require the sub-contractor to provide workman's compensation and employer's liability Insurance for the latter's employees if such employees are not covered under the contractors insurance.
- iii) Any other Insurance Required Under Law or Regulations or by Owner:  
Owner shall cover Project Material and Equipments under and over all Marine-cum-Erection Insurance Policy. Contractor shall carry and maintain any and all other insurance which be required under any law or regulation from time to time. He shall also carry and main any other insurance which may be required by the Owner.
- iv) Automobile Liability Insurance:  
Contractor shall take out an Automobile Liability Insurance to cover all risks to Owner for each of his vehicles plying on works of this contract and these insurance shall be valid for the total contract period. No extra payments will be made for this insurance. Owner shall not be liable for any damage or loss not made good by the insurance company, should such damage or loss result from unauthorised use of the vehicle.

85. **DAMAGE TO PROPERTY:**

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

## SECTION VIII

### LABOUR LAWS AND OTHER REGULATIONS

86.

#### **LABOUR LAWS:**

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

87.

#### **IMPLEMENTATION OF APPRENTICES ACT 1961:**

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

88.

#### **CONTRACTOR TO INDEMNIFY THE OWNER:**

- i) The contractor shall indemnify the owner and every member, officer and employee of the Owner, also the Engineer-in-Charge and his staff against all actions, proceedings, claims, demands, costs, and expenses whatsoever arising out of or in connection with the matters referred to in clause 84 and all actions/ proceedings, claims, demands, costs and expenses which may be made against the Owner for or in respect of or arising out of any failure by the contractor in the performance of his obligations under the contract documents. The Owner shall not be liable for or in respect of any demand or compensation payable by law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractor and contractor shall indemnify and keep indemnified the Owner against all such damages and compensations and against all claims, damage, proceedings, costs, charges and expenses whatsoever, thereof or in relation thereto.

##### Payment of Claims and Damages:

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

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

iii) **Employment Liability:**

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

b) The Contractor shall advise in writing to all of his employees and the employees of his sub-contractor as follows:  
It is fully understood that your appointment and/ or deployment is only in connection with the work / job and it does not give you any right of claim for employment by owner.

**89.A     HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS:**

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

**89.B     MEDICAL FITNESS CERTIFICATION :**

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

**90.     SAFETY REGULATIONS:**

i) In respect of all labour, directly or indirectly employed in the work for the performance of contractor's part of this agreement, the contractor shall at his own expenses arrange for all safety provisions as per safety codes of C.P.W.D. Indian Standard Institution, the Electricity Act, The Mines Act and any such other acts as applicable.

ii) The Contractor shall ensure that he, his sub-contractor and his, or their personnel or representatives shall comply with all Fire / Safety regulations issued from time to time by the Company or otherwise howsoever and should any injury resulting in death or not or loss / or damage due to Fire to any property or a portion thereof, occurred as a result of failure to comply with such regulations, the contractor shall be held responsible for the consequences thereof and shall keep the company harmless and indemnified.

**91. A     ARBITRATION:**

a) Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of the Company against the Contractor or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this agreement shall be referred to and finally resolved by Sole Arbitrator, who shall be appointed by Director (Refinery) of BPCL as per the procedure given in sub-clause (b) given herein below.

b) **Procedure for appointing the sole arbitrator:** A party wishing to commence an arbitration (the "Claimant") shall file with the Director (Refinery) of BPCL a Notice of Arbitration which shall comprise:

- a demand that the dispute be referred to arbitration;
- a reference to the arbitration clause or the arbitration agreement that is invoked and a copy of it;
- a reference to the contract out of or in relation to which the dispute arises and where possible, a copy of it;
- a brief statement describing the nature and circumstances of the dispute, specifying the relief claimed and, where possible, an initial quantification of the claim amount.
- any other details which the claimant wishes to refer and rely upon.

Upon receipt of the above notice of arbitration, the Director (Refinery) of BPCL shall appoint the Sole Arbitrator as per the provisions of the Arbitration and Conciliation Act, 1996.

c) The venue of arbitration shall be Mumbai (in case of Mumbai Refinery) or Kochi (in case of Kochi Refinery). The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder for the time being in force shall apply to the arbitration proceedings under this clause.

- d) The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute, before him. The arbitrator shall have all summary powers and may take such evidence oral and/or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Indian Arbitration & Conciliation Act 1996 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.
- e) The parties against whom the arbitration proceedings have been initiated, that is to say, the Respondents in the proceeding, shall be entitled to prefer a cross-claim, counter claim or set off before the Arbitrator in respect of any matter in issue arising out of or in relation to the Agreement without seeking a formal reference of arbitration for such counter-claim, cross claim, or set off and the Arbitrator shall be entitled to consider and deal with the same as if the matters arising therefrom has been referred to him originally and deemed to form part of the reference made by the Director(Refinery).
- f) The arbitrator shall be at liberty to appoint, if necessary any accountant or engineering or other technical person to assist him, and to act by the opinion so taken.
- g) The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims of cross claims of the parties.
- h) The arbitrator shall be entitled to direct any one of the parties to pay the costs to the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the arbitrators expenses whenever called upon to do so.
- i) The parties hereby agree that the courts in the city of Mumbai (in case of Mumbai Refinery) or Kochi (in case of Kochi Refinery) alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator hereunder shall be filed (if so required) in the concerned courts in the city of Mumbai (in case of Mumbai Refinery) or Kochi (in case of Kochi Refinery) only.

**91.B SETTLEMENT OF DISPUTES BETWEEN PUBLIC SECTOR UNDERTAKING/ PUBLIC SECTOR ENTERPRISES/ GOVERNMENT DEPARTMENT:**

- i. If the CONTRACTOR is a Public Sector Undertaking or Enterprise or is a Government Department, any dispute or difference between the parties hereto arising out of any notified claim of the CONTRACTOR in terms hereof and/ or arising out of any amount claimed by the OWNER (whether or not the amount claimed by the OWNER or any part thereof shall have been deducted from the Final Bill of the CONTRACTOR or any amount paid by the OWNER to the CONTRACTOR in respect of the work) which cannot be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government, shall be referred to the Permanent Machinery of Arbitrators of Department of Public Enterprises, New Delhi, under the guidelines issued by Government of India. The Arbitration and Conciliation Act, 1996 or any other law for the time being in force shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute. However, any party aggrieved may file an appeal against the award before the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India for setting aside the award published by PMA. Upon such reference the dispute shall be decided by the Law Secretary whose decision on the appeal shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.
- ii. Notwithstanding the existence of any dispute or arbitration in terms hereof or otherwise, the CONTRACTOR shall continue and be bound to continue and perform the works to completion in all respects according to the Contract (unless the Contract or works be determined by the OWNER) and the CONTRACTOR shall remain liable and bound in all respects under the Contract.

**92. JURISDICTION :**

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

**SECTION - IX**  
**VARIOUS PROFORMA**

**ANNEXURE 1**  
**PROFORMA OF AGREEMENT**

CONTRACT AGREEMENT FOR THE WORK OF ..... DATED .....

..... between M/s ..... in the town of ..... hereinafter called the "CONTRACTOR" (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and the Bharat Petroleum Corporation Limited hereinafter called the "OWNER" (which term shall, unless excluded by or repugnant to the subject to context include its successors and assignees) of the other part.

WHEREAS

- A. The Owner being desirous of having provided and executed works mentioned, enumerated or referred to in the tender documents including Short Tender Notice, General Tender Notice, General Conditions of Contract, Special Conditions of Contracts, Specifications, Drawings, Plans, Time Schedule for Completion of jobs, Agreed Variations, other documents, has called for Tender.
- B. The contractor has inspected the site and surroundings of the works specified in the tender documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and material necessary for the execution of work, the means of access to site, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances, or interferences to or with the execution and completion of the work to be carried out under the Contract and has examined and considered all other matters, conditions and things and probable and possible contingencies and generally all matters incidental thereto and ancillary and thereof effecting the execution and completion of the work and which might have influenced him in making his tender.
- C. The Notice Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Specification, Drawings, Plans, Time Schedule of Jobs, and other documents, copies of all which are hereto annexed and marked "A", the letter of submission of tender and Acceptance of Tender and statement of agreed variations with its enclosures, copies of which are also hereto annexed and marked "B" form part of his contract though separately set out herein and or included in the expression "CONTRACT" wherever herein used.

And whereas:

The Owner accepted the Tender of the Contractor for the Provision and the execution of the said work at the rates stated in the Schedule of Quantities of works and finally approved by Owner (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of contract.

Now this Agreement Witnesseth And, it is hereby agreed and declared as follows:

In consideration of the payment to be made to the contractor for the work to be executed by him, the contractor hereby covenants with the owner that the contractor shall and will duly provide, execute and complete the said works and shall do and perform all other acts and things in the contract mentioned or described or which are to the implied therefrom or may be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.

In consideration of the due provision, execution and completion of the said works, the Owner does hereby agree with the contractor that the Owner will pay to the contractor the respective amounts for the works actually done by him and approved by the Owner at the Schedule of Rates and such other sum payable to the contractor under provision of Contract, such payments to be made at such time in such manner as provided for in the contract.

**AND**

In consideration of the due provision, execution and completion of the said works the contractor does hereby agree to pay such sums as may be due to the Owner for the services rendered by the owner to the contractor, such as power supply, water supply and other as set for in the said contract and such other as may become payable to the Owner towards the controlled items of consumables materials or towards loss, damage to the Owner equipments, materials, construction equipments and machinery, such payments to be made at such time and in such manner as is provided in the contract.

It is specifically and distinctly understood and agreed between the Owner and the Contractor that the contractor shall have no right title or interest in the site made available by the Owner for the execution of the work or in the buildings, structures or works executed on the said site by the contractor or in the goods, articles, materials etc. brought on the said site (unless the same specifically belongs to the contractor) and the contractor shall not have or dressed to have any lien whatsoever charge for unpaid bills nor will be entitled to assume or retain possession or control of the site or structures and the Owner shall have an absolute and unfettered right to take full possessions of the site and remove the contractor, their servants, agents and materials belonging to the contractor and lying on the site.

The contractor shall be allowed to enter upon the site for execution of the works only as a license simpliciter and shall not have any claim, right, titles or interest in the site or the structures erected thereon and the Owner shall be entitled to terminate such license at any time without assigning reason.

The materials including sand, gravel, stone, loose earth, rock etc., dug up or excavated from the said site shall, unless otherwise expressly agreed under this contract, exclusively belong to the Owner and the contractor shall have no right

to claim over the same and such excavations and materials should be disposed off on account of the Owner according to the instructions in writing issued from time by the Engineer-in-Charge.  
In witness whereof the parties have executed these presents in the day the year first above written

Signed and Delivered for and  
on behalf of Owner i.e.  
Bharat Petroleum Corporation Limited

Signed and Delivered for and  
on behalf of Contractor  
(Name, designation and address of authorized signatory)

DATE.....

DATE.....

PLACE.....

PLACE.....

In Presence of Two Witnesses

BPCL witnesses – Signature, Name & Address:-

Contractor's witnesses – Signature, Name & Address:-

1. ....

1. ....

2. ....

2. ....

## ANNEXURE 2

### **PROFORMA OF BANK GUARANTEE for EARNEST MONEY /INITIAL/ FULL SECURITY DEPOSIT** (On non-judicial paper of appropriate value)

To,

Bharat Petroleum Corporation Ltd.  
(Address)

Dear Sirs,

M/s. \_\_\_\_\_ (hereinafter referred as "BIDDER"/"CONTRACTOR") (Bidder's / Contractor's name and address) have taken tender for the WORK of \_\_\_\_\_ (Name of Work) for Bharat Petroleum Corporation Limited, with registered office in Bharat Bhavan, 4 & 6 Currumbay Road, Ballard Estate, Mumbai, India and having Refinery at .....(Mumbai / Kochi as the case may be) (hereinafter referred as "OWNER").

The tender conditions provide that the BIDDER / CONTRACTOR shall pay a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as earnest money /initial/ full security deposit in the form therein mentioned .

The form of payment of earnest money / initial / full security deposit includes guarantee executed by schedule "A" Bank, undertaking full responsibility to indemnify OWNER in case of default. The said BIDDER/CONTRACTOR have approached us and at their request and in consideration of the premises, we \_\_\_\_\_ (Bank's name) having our office at \_\_\_\_\_ ( hereinafter referred as "GUARANTOR") have agreed to give such guarantee as hereinafter mentioned.

1. GUARANTOR hereby undertake and agree that if default shall be made by BIDDER / CONTRACTOR in performing any of the terms and conditions of the tender, GUARANTOR do hereby irrevocably bind themselves and undertake to pay the OWNER on first demand in writing by OWNER without protest or demur or proof or condition and without reference to the BIDDER / CONTRACTOR, the said amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)
2. OWNER will have the full liberty without reference to GUARANTOR and without effecting this guarantee to postpone for any time or from time to time the exercise of any of the powers and rights conferred on OWNER under the tender with the said BIDDER/CONTRACTOR and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said BIDDER / CONTRACTOR which under law relating to the sureties would but for provision have the effect of releasing the GUARANTOR.
3. OWNER will have the right to recover the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) from GUARANTOR in manner aforesaid and such rights will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said BIDDER / CONTRACTOR 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 \_\_\_\_\_ (Bidder's / Contractor's Name).
5. GUARANTOR'S liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_). This guarantee shall remain in force until \_\_\_\_\_ unless a demand (3 months beyond bid validity) under guarantee is made against GUARANTOR within the aforesaid date, in which event the validity of this bank guarantee shall automatically be extended for another 3 (three) months, all rights under the said guarantee shall be forfeited and GUARANTOR shall be relieved and discharged from all liabilities thereunder.

6. GUARANTOR 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.

NOTE: In case of earnest money, BIDDER shall be applicable and in case of initial / full security deposit, CONTRACTOR shall be applicable.

### ANNEXURE 3

#### **PROFORMA OF BANK GUARANTEE FOR MOBILIZATION ADVANCE** (On non-judicial paper of appropriate value)

To,

Bharat Petroleum Corporation Ltd.  
(Address)

Dear Sirs,

In consideration of Bharat Petroleum Corporation Limited, with registered office in Bharat Bhavan, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai, India and having Refinery at ..... (*Mumbai / Kochi as the case may be*) (hereinafter referred to as "The Company" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) having placed on Messrs..... (*Name*) ..... (*Constitution*) ..... (*address*) (hereinafter referred to as "The Contractor" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assigns) an order for ..... (*Name of Job*) under and in terms of a Contract as evidenced by a Letter of Acceptance No. ..... and / or Purchase Order No. ..... dated ..... valued at Rs. ..... (Rupees ..... only), issued by the Company to the Contractor, read with the relevant Tender Documents (hereinafter collectively called "the Contract" which expression shall include any formal contract entered into between the Company and the Contractor in supersession of the said Letter of Acceptance and all amendments and/or modifications therein or in the terms of the said advance as herein stipulated).

AND WHEREAS the Company has agreed to advance the Contractor, inter-alia, recoverable interest bearing mobilization advance up to a maximum of 10% ( ten percentage) of the contract value (hereinafter referred to as "MOBILIZATION ADVANCE) in the manner provided for in the Bidding Document, a sum of Rs..... (Rupees..... only) being the first / second installment (*Delete whichever is not applicable*) of Mobilization Advance upon the condition, inter-alia, that the said Advance together with interest thereon at the rate of 10% (10 percentage) per annum on reducing balance basis on the amount of the said Advance for the time being outstanding shall, without prejudice to any other mode of recovery available to the Company, be recoverable by the Company by deduction from the gross accepted amount of any Running Account Bills of the Contractor commencing from the first Running Account Bill of the Contractor in equal monthly installments together with the interest accrued within a time span of ..... Months in the manner provided for in the Bidding Document and meanwhile, the said Advance shall be secured by an undertaking from a Bank as hereinafter appearing.

We \_\_\_\_\_ (*Name of the Bank*), a body registered/constituted under the \_\_\_\_\_ Act, having \_\_\_\_\_ Registered Office/Head Office at \_\_\_\_\_ (hereinafter called the "Bank" which expression shall include its successors and assigns), at the request of the Contractor and with the intent to bind the Bank and its successors and assigns, do hereby unconditionally and irrevocably undertake to pay the Company forthwith on first demand without protest or demur or proof or satisfaction and without reference to the Contractor, any and all amounts demanded from us by the Company with reference to this Undertaking upto an aggregate limit of Rs. ..... (Rupees ..... only) being 110% of the aforesaid advance and interest thereon at the rate hereinabove provided.

AND the Bank doth hereby further agree as follows: -

- i) This Guarantee/Undertaking shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Company upon the Bank made up to the midnight of ..... (*contractual completion date*) provided that the Bank shall upon the written request of the Company made upon the Bank at any time within 6 (six) months from the said date extend the validity of the Bank Guarantee by a further 6 (six) months so as to enable claims to be made under this Guarantee by a further 6 (six) months from the said date with the intent that the validity of this Guarantee shall automatically stand extended by a further 6 (six) months upon such request by the Company.
- ii) The Company shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this guarantee/undertaking, at any time and/or from time to time to amend or vary the contract and/or any of the terms and conditions thereof or relative to the said Advance and/or to extend time for performance of the said contract in whole or part and/or payment of the said Advance in whole or part or to postpone for any time and/or from time to time any of the said obligations of the Contractor and/or the rights, remedies or powers exercisable by the Company against the Contractor and either to enforce or forbear from enforcing any of the terms and conditions of or governing the said Contract and/or the said Advance, or the securities, available to the Company and the Bank shall not be released from its liability under these Presents and the liability of the Bank shall remain in full force and effect notwithstanding any exercise by the Company of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the Contractor or of any other act, matter or thing whatsoever which under any law could (but for this provision) have the effect of releasing the Bank from its liability hereunder or any part thereof and the Bank hereby specifically waives any and all contrary rights whatsoever.

- iii) The obligations of the Bank to the Company hereunder shall be as principal to principal and shall be wholly independent of the Contract and it shall not be necessary for the Company to proceed against the Contractor before proceeding against the Bank and the guarantee/undertaking herein contained shall be enforceable against the Bank as Principal debtor notwithstanding the existence of any undertaking or security for any indebtedness of the Contractor to the Company (including relative to the said Advance) and notwithstanding that any such undertaking or security shall at the time when claim is made against the bank or proceedings taken against the Bank hereunder, be outstanding or unrealised.
- iv) As between the Bank and the Company for the purpose of this undertaking, the amount stated in any claim, demand or notice made by the Company on the Bank with reference to this undertaking shall be final and binding upon the Bank as to be the amount payable by the Bank to the Company hereunder notwithstanding any dispute or disputes has been raised by the Seller and are pending before any arbitration, Tribunal or Court.
- v) The liability of the Bank to the Company under this undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Contractor and the Company, the Contractor and/or the Bank and/or the Bank and the Company or otherwise howsoever touching or affecting these presents or the liability of the Contractor to the Company, and notwithstanding the existence of any instructions or purported instructions by the Contractor or any other person to the Bank not to pay or for any cause withhold or defer payment to the Company under these presents, with the intent that notwithstanding the existence of such difference, dispute or instruction, the Bank shall be and remain liable to make payment to the Company in terms hereof.
- vi) This undertaking shall not be determined or affected by any change in the constitution of the Bank or that of the Contractor or the Company or any irregularity in the exercise of borrowing powers by or on behalf of the Contractor.
- vii) The Bank agrees that the guarantee herein contained shall continue to be enforceable till the sum due to the Company on account of the said advance is adjusted as aforesaid or till the Company discharges this guarantee.
- viii) The Bank further undertakes not to revoke this guarantee during its currency without the previous consent of the Company.
- ix) The Bank also agrees that the Company shall be entitled to enforce this guarantee, notwithstanding any other security or guarantee that it may have in relation to the vendor's liability for the said advance.
- x) Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Company to the Bank either by post or by fax. If transmitted by fax, the transmission shall be complete as soon as acknowledged by bank.
- xi) Notwithstanding anything contained herein:
  - (i) The Bank's liability under this guarantee/undertaking shall not exceed \_\_\_\_\_ (*Amount in figures & words*);
  - (ii) This guarantee/undertaking shall remain in force upto \_\_\_\_\_ and any extension(s) thereof; and
  - (iii) The Bank shall be released and discharged from all liability under this guarantee/undertaking unless a written claim or demand is issued to the Bank on or before \_\_\_\_\_ or the date of expiry of any extension(s) thereof if this guarantee/undertaking has been extended.
- xii) This Guarantee shall be treated as an unconditional guarantee and the Contractor shall have no right to object or obstruct in any way the enforcement of this guarantee.

Yours faithfully,

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

Name & Designation: \_\_\_\_\_

Name of the Branch: \_\_\_\_\_

Dated: \_\_\_\_\_

**ANNEXURE 4**  
**PROFORMA OF BANK GUARANTEE TOWARDS ADVANCE**  
**(On non-judicial stamp paper of appropriate value)**

To,

Bharat Petroleum Corporation Ltd.  
(Address)

Dear Sir,

WHEREAS Bharat Petroleum Corporation Ltd. with registered office in Bharat Bhavan, 4 & 6 Currumbhoy Road, Ballard Estate, Mumbai, India and having Refinery at .....(Mumbai / Kochi as the case may be) (hereinafter referred to as "the Corporation" which expression shall unless repugnant to the context include their legal representatives, successors and assigns, have entered into a contract (hereinafter referred to as "the Contract") with M/s \_\_\_\_\_ AND WHEREAS one of the conditions of the said contract is that the Corporation should make an advance payment to the contractor \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being .....% (..... percent) of the value of the contract against a bank guarantee from Schedule 'A' bank.

AND WHEREAS at the request of the contractor, the Corporation has agreed to accept the Bank Guarantee from \_\_\_\_\_  
Bank (hereinafter referred to as the "Surety") having their registered office at \_\_\_\_\_.

NOW THIS GUARANTEE WITNESSETH that in consideration of the Corporation having at the request of the contractor agreed to accept bank guarantee of the surety in respect of advance of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) payable by the Corporation to the contractor as per terms of the said contract, the Surety hereby undertake and agree that if the said amount advance payment shall become reduced and/ or extinguished under terms of the contract between Corporation and Contractor, the Surety do hereby irrevocably bind themselves and undertake to pay to the Corporation on first demand in writing by the Corporation without protest or demur or proof or condition and without reference to the contractor, the amount not exceeding altogether a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being the amount of advance payment or such other unadjusted amount of the said advance. The decision of the Corporation as to the whether the terms and conditions of the Contract or this guarantee have been observed shall be final and binding on the Surety.

THE GUARTEE HEREIN CONTAINED is not revocable during the currency of the contract and will remain in force until:

- a) Payment has been made to the Corporation by the Surety of the aggregate amount payable hereunder.
- b) The Contract for which this advance payment is being made is completed to the entire satisfaction of the Corporation and intimation thereof has been given to the surety by the Corporation whichever is earlier.

NOTWITHSTANDING anything stated above, the liability of the surety under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and this guarantee will remain in force upto \_\_\_\_\_ in the first instance and in case Contractor's obligations under the contract are not completed within the said period, the Surety to hereby agree to further extend the guarantee till such time as is required to fulfill the contractor's obligation.

Our grantees shall remain in force until \_\_\_\_\_ unless a demand in writing for claim under this guarantee is lodged with us before that date i.e. on or before \_\_\_\_\_ all your rights under the said guarantee shall be forfeited and we shall be released and discharged from liability hereunder.

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

\_\_\_\_\_  
Bank  
By its Constituted Attorney

\_\_\_\_\_  
Signature of Person duly  
Authorised to sign on  
Behalf of the Bank

## ANNEXURE 5

### **TAX RESIDENCY CERTIFICATE**

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

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

**ANNEXURE 6**

**FORM NO. 10 F**

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

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

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

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

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

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

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

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

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

Verification

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

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

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

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

Notes:

1. \* Delete whichever is not applicable.
2. #Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A.”.

## ANNEXURE 7

### Format of Integrity Pact

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

### INTEGRITY PACT

#### Between

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

And

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

#### Preamble

The Principal intends to award, under laid down organization procedures, contract/s for

..... The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s, Contractor/s and Supplier/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an Independent External Monitor (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above. Accordingly, the Principal has appointed **Mr. ..... as IEM** with the following address:-

**Mr.** .....

.....

.....

.....

**Tel:** .....

#### Section 1 – Commitments of the Principal

1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude from the process all known prejudiced persons.

2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

#### Section 2 – Commitments of the Bidder / Contractor / Supplier

1) The Bidder / Contractor / Supplier commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a) The Bidder / Contractor/Supplier will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b) The Bidder / Contractor / Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- c) The Bidder / Contractor / Supplier will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / Contractor / Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder / Contractor / Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2) The Bidder / Contractor / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

- 1) If the Bidder/Contractor/Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor / Supplier from future Contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- 2) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.
- 3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- 4) If the Bidder / Contractor / Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

### **Section 4 – Compensation for Damages**

- 1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.
- 2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor/Supplier liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.
- 3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor / Supplier can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor/Supplier shall compensate the Principal only to the extent of the damage in the amount proved.

### **Section 5 – Previous Transgression**

- 1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## **Section 6 – Equal treatment of all Bidders /Contractors /Suppliers/ Subcontractors**

- 1) The Bidder/Contractor/Supplier undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- 2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors/Suppliers and Subcontractors.
- 3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

## **Section 7 – Punitive Action against violating Bidders /Contractors / Suppliers/Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor, Supplier or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor, Supplier or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

## **Section 8 – Independent External Monitors**

- 1) The Principal has appointed competent and credible Independent External Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- 3) The Bidder/Contractor/Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/Contractor/Supplier. The Bidder/Contractor/Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Supplier/Subcontractor with confidentiality.
- 4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/Supplier. The parties offer to the Monitor the option to participate in such meetings.
- 5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/Contractor/Supplier to present its case before making its recommendations to the Principal.
- 6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- 7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8) The word 'Monitor' would include both singular and plural.

## **Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor/Supplier 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

## **Section 10 - Other provisions**

- 1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

- 3) If the Bidder/Contractor/Supplier is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....  
For the Principal

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

Place .....

Witness 1  
(Signature/Name/Address)

Date .....

Witness 2:  
(Signature/Name/Address)

**BHARAT PETROLEUM CORPORATION LTD**

**ACKNOWLEDGEMENT**

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

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

**Signature :**

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

**Designation :** \_\_\_\_\_  
( Seal / Stamp )

**Place :**

**Date :**

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

### **SAFETY REGULATIONS OF BPCL-KOCHI REFINERY**

#### **1. GENERAL**

These safety regulations are applicable for performing any work within the Refinery, Jetty facilities, STF facilities, SBM facilities, Water Quarries, Water treatment facilities at Chullichira, Water pump house at Aluva, Cross country pipe lines, or any facilities belonging to BPCL-Kochi Refinery.

In respect of all Labour, directly or indirectly employed in WORK for the performance of Contractor's part of this Agreement, CONTRACTOR shall at his own expense arrange for all the safety provisions as per Indian Standards Institution, The Petroleum Act 1934, The Factories Act 1948, The Gas Cylinder Rules 2004, The Indian Electricity Act, The Mine Act, OISD Guidelines on Safety (Safety practices during construction – OISD GDN192 and Contractor Safety, OISD GDN 207) and such other Acts, Rules and Regulations as applicable.

#### **2. OBSERVANCE AND ADHERENCE TO SAFETY REGULATIONS OF BPCL - KR**

Contractor shall also observe and abide by all safety regulations of Owner as given below:

#### **CARRYING MATCH BOXES AND LIGHTERS / SMOKING**

- a) Carrying of match boxes, lighters, cell phones and cordless phones within the refinery premises is not permitted.
- b) Smoking, consumption of alcohol, intoxicating medicines or narcotics, chewing tobacco or tobacco products, is not permitted inside refinery premises.

#### **SAFETY CLEARANCE PROCEDURE**

- i) Any work carried out within the refinery premises must be covered by a valid work permit/ Clearance certificate issued by the authorized person of the area involved. All the five types of Work Permits are currently in electronic format and print out of the same will be issued at site upon approval. In addition, a hot work permit must be obtained from the Supervisor of the area involved prior to commencement of the following types of jobs;
  - a) Any work involving open flames such as welding, gas cutting, soldering, grinding, burning, heating, use of petromax, etc.
  - b) Any work involving sparks/ heat generation such as soldering, chipping, grinding, drilling, power wire brushing, gunniting with machine, forging, stress relieving, etc.
  - c) Shot/ grit blasting
  - d) Use of gasoline, diesel or electric power driven engines and tools
  - e) Entry of vehicles inside the boundary limits of process area, within tank dykes and adjacent to pump houses, API separator and loading gantries
  - f) Entry of personnel into any confined space like process vessels, storage facility that has been in service, sewers, sumps, etc. as per ROS-018.
  - g) Vessel box up.
  - h) Entry into hazardous and potentially hazardous areas like floating roofs of storage tanks.
  - i) Bringing in explosive and flammable materials within Bharat Petroleum Corporation Limited – Kochi Refinery.
  - j) Working at height above 3 meters.
  - k) Earth work excavation beyond 1.2 meters depth as per ROS-019.
  - l) Radiography as per ROS-023.

All hot work permits shall be followed by a clearance certificate.

- ii) Earth work permit. For carrying out excavation or digging anywhere in the refinery, an earth work permit has to be obtained from Electrical section of Power & Utilities department or Estates section of HR department as the case may be. A plot plan showing the location of excavation along with Administrative Clearance with a 13 point checklist in line with ROS-019 shall be attached with the permit. All earth work permit shall be followed by a hot work permit /clearance of cold work permit from the owner dept as the case may be.
- iii) Electrical permit: For carrying out any work connected to Electrical power, which is having the potential to cause personnel injury, equipment damage and Electrical fire, Electrical permit is required. The permit will be issued by authorized person of Electrical section of Power & Utilities department or Estates section of HR department as the case may be to contractor having valid Electrical license.
- iv) All conditions stipulated in the permit must be strictly complied with.
- v) BPCL-KR reserves the right to cancel a work permit without assigning reasons. When called upon to stop the work by any Refinery personnel, Contractor shall immediately cease to continue the work. Before commencement, fresh work permits must be obtained.

The printed and duly signed e-work permit shall be available at the work site.

### 3. USE OF REFINERY FACILITIES

Under no condition shall any CONTRACTOR'S personnel tamper with or use any property belonging to the BPCL-KR without obtaining prior sanction from the Engineer in charge/ authorized person of area concerned.

### 4. EMERGENCIES

The CONTRACTOR's personnel shall stop their work and proceed to a safe area in the event an emergency arises in the area they are working like in case of fire, oil spillage, power failure, gas leak, etc. Before recommencement of the WORK, they should obtain clearance of Engineer in charge/ authorized person of the area involved.

- i) Identify the assembly point close to the location of the work.
- ii) Location of (Manual Call Points) MCPs, Fire Water Hydrant, monitor close to the area of work are to be known down the line.
- iii) Be familiar with the sequence of fire siren.

### 5. TEMPORARY FIXTURES

- I) Before erecting temporary shelter like sheds or tents anywhere within the BPCL-KR premises, written permission of Safety Section must be obtained.
- II) Temporary fixtures like sheds, tents, etc. shall be erected in conformity with normal safety standards. Thatched roof to such fixtures will not be permitted.
- III) The list of materials stored in the shed shall be submitted to Safety section along with request for temporary shed.
- IV) Name of the contractor, Shed number, validity of the shed and the name of the Engineer in charge shall be displayed at the entrance of the shed.
- V) Safety slogan/ safety poster shall be displayed at the entrance of the shed.
- VI) Temporary piping, connections and electrical wiring must be laid in such a manner that they may not, cause tripping or hitting hazard.
- VII) If electrical supply is provided in the shed
  - i. Electrical Safety Certificate shall be obtained from Electrical Safety Officer for electrical fixtures.
  - ii. Suitable fire extinguisher shall be provided
- VIII) The shed has to be dismantled upon the instruction of Engineer in charge/ authorized person of the area at any point of time or after the completion of the job whichever is earlier.
- IX) A communication of having demolished the temporary shed to reach Safety Office immediately.

### 6. COMPRESSED GAS CYLINDERS

Compressed gas cylinders shall be **kept (both full & empty)** in upright position. They must be firmly located on the ground on a sturdy stand and the cylinder should be chained to prevent accidental fall.

Filled and empty cylinders should be stacked separately. They shall meet the requirements under the Gas cylinder Rules 2004. Valid test certificate for compressed gas cylinders shall be made available at site for verification by authorized person.

### 7. HOUSE KEEPING

Good housekeeping must be practiced by the CONTRACTOR'S personnel at all times while within the Plant. During and after completion of the work, they are to ensure that their work area is kept clean and tidy. Separate containers for collection and removal of waste, degradable as well as non-degradable waste should be provided by the contractors at their site and the waste so collected is to be removed to the designated areas. Materials and equipments should be stored in a safe and orderly manner so that they will not block exits to roads, buildings, aisles, passages and approach to firefighting equipment such as fire hydrants, fire hoses and fire extinguishers or areas where emergency safety showers, electrical switch panels, manual call points and switch rooms are located.

### 8. PERSONAL PROTECTIVE EQUIPMENT

For the safe execution of certain work, personal protective equipment will be stipulated by Safety section or by the Engineer in charge/ authorized person of the area concerned. CONTRACTOR shall provide such equipment to their personnel. However, in certain cases, personal protective equipment maintained by the BPCL-KR will be made available for this purpose in which event, such equipment shall be returned to the authorities in good condition. Personnel working in the process area and those engaged in mechanical work should wear helmets. When working at height, they should use full body harness with double lanyard. They should use proper goggles when engaged in welding or gas cutting. All the persons entering Refinery operating areas shall wear safety shoes or the required foot protective equipment like gum boots, shoes, etc. PPE should be of ISI approved make.

## 9. CLOTHING

CONTRACTOR'S personnel shall not wear loose clothing while working around moving or rotating machinery and equipment and while working at heights. Usage of free flowing dresses like dhoti, Sari, loose shawl, etc. is not permitted at work site. Those workers who are engaged in hot work or in confined spaces shall wear dress made out of cotton material.

## 10. UNSAFE PRACTICES

Any unsafe practices or disregard of normal safe working practices by CONTRACTOR'S personnel, when pointed out by BPCL-KR personnel shall be immediately corrected.

BPCL-KR also reserves the right to suspend/ reject any contract personnel involving violation of HSE norms.

## 11. PERSONAL CONDUCT

Entering the refinery premises under the influence of alcohol / narcotics is strictly forbidden.

Chewing tobacco or tobacco products while working is also forbidden.

The following activities / behaviours on the part of Contractor's personnel are strictly forbidden:

- (a) Fooling on the work, mock fighting or fighting within the BPCL-KR premises will not be tolerated.
- (b) Gambling within the BPCL-KR premises
- (c) Entering the refinery premises while in possession of any type of weapons.
- (d) CONTRACTOR'S personnel shall not pick up quarrel or get into arguments with BPCL-KR/consultants'/ other contractor's personnel/ any other persons or act in any manner subversive of refinery discipline. In case of any misunderstanding, such problems should be referred to the concerned refinery personnel
- (e) Running in operating areas except in emergencies
- (f) Entering areas other than work site without permission.

## 12. MATERIAL HANDLING

### 12.1 Accidents occur in handling materials because of unsafe working practices such as lifting improperly, carrying too heavy a load and failure to use personnel protective equipment.

Following directives should be adhered to:

1. Before lifting and carrying objects, check and ascertain the weight and size the load. If necessary get help.
2. Survey that the route to be followed is free of obstructions
3. Lift and carry in the proper position. Lift material with your leg and not your back.
4. When two or more men must carry a single object must have good co-ordination.
5. Make sure that object carried does not hit anybody or fall on someone working below.
6. While using mechanical hoists and cranes, test hoists controls and brakes before starting the job.
7. Never carry load over men working nearby. Signal them out of the way.
8. Move the load on signal from one person only.
9. While handling unusually heavy loads like exchangers and drum, use extreme caution.
10. Lifting plan shall be submitted to the Engineer-in-Charge prior to starting the work.

### 12.2 Following directives should be adhered to while operating Hydra cranes inside the Refinery.

1. Hydra cranes shall not be permitted to operate inside operating process units or extend the boom into such areas for any work
2. The contractor shall arrange a banks man / signalman with the Hydra for safe working.
3. The operator/driver shall possess HMV driving license in original and the training certificate issued by the crane manufacturer while working/driving the same.
4. Hydra cranes shall not be used for pulling loads anywhere or transporting materials/loads of any nature along the road.
5. The Hydra cranes should not be older than 10 years and shall be in good condition. It shall have valid fitness certificate from statutory/competent authorities for the crane and associated lifting tackles. KR has the right to witness tests and examine the Hydra cranes whenever required.
6. The contractor shall ensure effectively using the out riggers and shall consider the composition/gradient of the grade level.
7. The speed limit for Hydra cranes shall be 15 km per hour within the refinery.
8. The contractor/operator shall ensure load balancing and use of tag line to control unnecessary swing of loads.
9. Contractor shall not allow other people to remain inside the cabin during the course of its travel or during other operation (e.g. travel, lifting, lowering of load etc.)
10. The hydra cranes shall be fitted with reverse horns.

### 12.3 The crane, lifting tackles, slings, D shackles, etc. used for the work at site shall comply with the statutory requirement and shall accompany with valid test certificates duly approved by statutory authority. Copy of the test certificate shall be submitted to the Engineer-in-Charge before commencement of site work. Also copy of the certificate shall be made available in the crane.

### 12.4 Handcart must be of good mechanical construction, sound material and adequate strength and must be declared safe to use by competent and authorized person. Display the name of the contractor who owns it. Record of all the hand carts

should be properly maintained which shall include details of purchase, repairs carried out time to time by authorized person. Hand carts must not be used with defective wheels or other body parts. Defective hand carts should be discarded from the system and record of such discarded hand carts should be properly maintained in prescribed manner.

12.5 Over-hanging loads whether on the sides or at the rear of the hand cart or any vehicle is dangerous and particular care must be exercised.

12.6 Trained and experienced riggers only must carry out material handling.

### 13 OWNER'S EQUIPMENT, MACHINERY AND CONSTRUCTION AIDS

#### 13.1 Use of Owner's Equipment

- i) Owner's equipment must not be handled or tampered with by contractor's employees. Owner may grant permission to contractor to operate his equipment, if conditions so require. Contractor shall not use Owner's equipment and tools without obtaining permission from Owner's representative.
- ii) Contractors shall assume full responsibility for proper care of Owner's equipment and tools which are made available to them for the execution of their work and returning such equipment and tools in good working order. Owner will recover from Contractor(s), the full cost of repairs or replacement of equipment or tools in the event they suffer damage while in Contractor's custody.
- iii) Contractors are not permitted to make use of the Company's transport.

#### 13.2 Tie-in to Owner's Equipment

Contractor shall not open or tie-in their work into Owner's existing pipeline or equipment including Owner's sewer systems, electric power circuits and other process equipment without specific approval by the Owner's representative.

#### 13.3 Underground Pipes

When doing work in the refinery involving excavations, contractors must not damage or break into otherwise open any underground piping. Extreme care must be exercised in this respect when excavating with power driven equipment. If these are damaged inadvertently, notify the owner's representative immediately.

#### 13.4 Electrical Cables

All underground electrical circuits within Owner's Refinery are identified by a layer of brick and sand above the cable. Under no circumstances shall any contractor remove brick and sand, nor excavate beneath brick and sand without valid permit, nor in any other way expose Owner's electric circuits without specific approval of the Owner's representative. In every case, when a contractor discovers brick and sand in the area of his excavation work, he must immediately stop any further excavating until he has contacted the Owner's representative and secured his specific approval for continuing the job. However care shall be exercised as directed in the excavation permit since cables not identified as above can be found at any place.

#### 13.5 Construction Power

All Electrical works for construction or demolition purposes must comply with the Central Electricity Authority (Safety Requirements for Construction, Operation and Maintenance of Electrical Plants and Electric Lines) Regulations, 2011, Indian Electricity Act 2003 and Central Electricity Authority (Measures to Safety and Electric Supply) Regulations, 2010.

1. No electrical installation works shall be carried out except by an electrical contractor licensed by the State Government and under the direct supervision of a person holding a certificate of competency recognized by the State Government (CEA Regulations 29).
2. Earth Leakage Circuit Breaker shall be provided in the main switch board of contractor's installation as per statutory requirement. The ELCB shall be checked once in a fortnight and healthiness shall be recorded by contract supervisor/electrician posted at site.
3. Domestic type power boards, double adapters, 3 pin plug adapters and homemade power boards must not be used. All distribution boards and plug tops shall of industrial type.
4. The installation of Diesel Generators shall be carried out as per the safety and statutory provisions.
5. All hand lamps shall be of 24 volts rating connected using 3 core flexible cables. The third core shall be used for earthing the hand lamp.
6. All Electrical DBs and switchboards shall be identifiable with contractor's name displayed on it.

13.6 Mechanically propelled equipment such as welding machines and air compressors must have markings on its controls so that any person unfamiliar with the equipment will know exactly where and how to stop in the case of emergency.

#### 13.7 Gas cutting equipments

- i) All gas cutting torches such as oxy-acetylene cutting torch shall be fitted with an approved flash back arrestor at both ends.
- ii) Two stage regulators with two gauges only must be used.
- iii) Oxygen gas and other gas hoses should be without any joint. In the event joint becomes essential, only approved connector with jubilee clips must be used.
- iv) Oxygen must never be used as a substitute for compressed air nor must it be released in a confined space for any reason.
- v) Oil or grease must not be allowed to come in contact with oxygen cylinders, regulators or hose.

- vi) Compressed gas cylinders must never be stored or placed near hot equipment or lines. They must be protected against high temperatures and contact with electrical circuits. They must also be protected from damage by passing or falling objects. When cylinders are not connected for use, safety caps must be in place.
- vii) Compressed gas cylinders must never be dropped or struck or permitted to strike each other violently. Damage to the cylinder or its valves could result in disastrous jet propulsion of the cylinders and may result in major accidents/fatalities. Compressed gas must be transported with the help of trolleys.
- viii) Flammable products like Acetylene / Bharat cutting gas should not be used in quantity more than 99 kgs in your store or at site.
- ix) Acetylene / Bharat cutting gas, oxygen cylinders must not be taken inside closed vessels or on the tank roofs under any circumstances, neither may Acetylene / Bharat cutting gas torches connected with the cylinders or generators be left inside any vessel. Torches must always be taken outside the vessel for lighting and when not in use.

#### 14 SCAFFOLDING

Scaffolding provided shall be of good materials and sound construction as per the standards. The scaffolding shall be certified by the Engineer-in-Charge before use. Scaffolding shall be in line with ROS-020.

#### 15 MOTOR VEHICLE DRIVING

The CONTRACTOR shall ensure that all state traffic regulations are complied with while motor vehicles are being driven inside the refinery premises. Only diesel driven vehicles are permitted to ply inside Refinery. In addition, the following points are also outlined for compliance.

- i) SPEED LIMIT
 

Speed limit within the refinery premises is 25 kmph. In any case, vehicle drivers should take cognizance of road weather and vehicle condition and adjust their driving accordingly.
- ii) PARKING
 

Park vehicles only in designated areas. Vehicles must be parked in such a manner that they will not move while unattended. As a general rule, vehicles should not be parked at road bends, in front of fire equipment sheds and firefighting equipment thereby blocking access to them.
- iii) SAFETY FITTINGS
 

Vehicles driven inside the refinery premises should have effective brakes, horns, lights, mufflers, flame arrestors, good tyres, etc. and shall not be aged more than 05 years. All vehicles/ mobile lifting equipment shall be fitted with reverse horn.
- iv) SAFE LOAD / NUMBER OF PASSENGERS
 

Vehicle shall carry only the number of passengers or weight of load it is authorized to carry as per law. Loads carried in trucks shall be properly secured so that they will not accidentally fall off while vehicle is in motion. Do not travel by sitting on the load.
- v) TRACTORS / GOODS VEHICLE
 

Tractors should not be used for transporting personnel.
- vi) CHECKING OF OVERHEAD AND SIDE CLEARANCE
 

Vehicle drivers shall always check over-head and side clearance while driving vehicles.
- vii) The CONTRACTOR shall obtain prior permission to operate vehicles inside the refinery premises.
- viii) For deploying vehicles inside BPCL-KR premises, the driver shall have a valid state driving license and they shall also undergo and pass the safety driving test conducted by BPCL – KR.
- ix) Carrying persons on the platform of tipper lorry is prohibited.
- x) Standing on goods carrying vehicle is prohibited.
- xi) Goods shall not be protruded beyond the platform of the vehicles carrying goods.
- xii) All vehicles used inside the Refinery premises by the contractor shall have a valid Registration certificate, fitness certificate, insurance and PUC Certificate.

#### 16 FIRE PROTECTION EQUIPMENT

- I) BPCL-KR will provide standby fire protection equipment wherever it is required. Fire & Safety department will inform the details of the operator of such standby fire protection equipment to the contractor's personnel who are working on such jobs. In the event of an accidental fire, it is expected of such personnel to make efforts

to extinguish the fire with the standby equipment made available. If the fire situation cannot be controlled, then the CONTRACTOR'S personnel should immediately get in touch with any BPCL – KR's personnel available. In all cases, accidental fire shall be reported to the Supervisor of the area concerned and Engineer-in-charge

- II) Permission must be obtained prior to CONTRACTOR'S personnel drawing water from the refinery fire water loop. After the requirement of water is over, it shall be informed to the Fire station.
- III) All efforts should be made by the CONTRACTOR'S personnel to prevent occurrence of any unwanted fire. Diesel driven engines, trucks, tractors, etc. shall not be filled with fuel while the engine is running.
- IV) Gasoline or naphtha shall not be used as a cleaning agent or solvent.
- V) Written permission from Engineer-in-Charge shall be obtained for bringing diesel inside the refinery for the contract work.

## 17 REPORT ON ACCIDENTS

- i) All injuries sustained by the Contractors' personnel and damages to vehicles-and property shall be reported to the Engineer-in-Charge as well as to the Safety section during normal working hours and to the Chief Manager (Shift Administration) other than in normal working hours. He must furnish, within 24 hours of the incident, a written report to Engineer-in-Charge and the Safety section.
- ii) Medical treatment for injured contractor's personnel will be entirely the responsibility of the Contractor. However, if required, emergency first aid treatment will be given at refinery's OHC.
- iii) If any injured contract personnel is taking treatment from outside hospital, status of the injured personnel and the date of return to duty shall be informed to Engineer-in-Charge and Safety section.
- iv) The contractor's personnel shall also report all near miss incidents at the work site to Engineer-in-Charge and Safety section.
- v) Contractor must arrange to immediately investigate, properly document and report any injury, accident or near miss involving any of his employees and take follow up action.
- vi) According to Factories Act and ESI regulations, any person sustaining any injury in the refinery and absenting himself from work for more than 48 hours, his accident report has to be sent to the respective government authorities. Therefore, the contractor shall inform the Engineer-in-Charge such matter immediately, who will direct him to Safety section for necessary action

## 18 WARNING NOTICES

Various sign boards indicating Note, Caution, and Warning can be seen at various points inside the Refinery. These Sign boards indicate:-

Note: Highlights on essential element of a procedure to assure corrections.

Caution: Indicates a procedure, practice, etc., which if not strictly observed, could result in damage or destruction of equipment.

Warning: Indicates a procedure, practice, etc., which could result in personal injury or loss of life if not followed correctly.

All are requested to follow the guidelines given in the signboards wherever it is installed.

## 19 SPECIAL SAFETY CONDITIONS

The CONTRACTOR shall abide by the Special Conditions given below:

- i) Contractor shall abide by the safety regulations of the refinery as mentioned in the Contractors' Safety Regulations (Latest Revision) as well as ensure that safety equipment as stipulated in the Factories Act (Latest Revision) are used by their employees during the execution of work. The Contractor shall also abide by the environmental regulations in the Refinery.
- ii) Contractor shall deploy experienced supervisors and other manpower, who are well conversant with the safety and environmental regulations of the refinery. The electricians to be deployed on the job should have Wireman License issued by statutory authority.
- iii) All supervisors of the job must be given safety training / demonstration with the help of BPCL-KR F&S section and should acquire knowledge of fire prevention and should be able to make use of fire extinguishers.
- iv) No work shall be carried out in refinery premises without proper valid work permits.
- v) Contractor shall comply with all the conditions in the work permit issued by the owner for the specific job.
- vi) In the event of any contractor's employee spotting a fire in Refinery premises, he shall break the nearest MCP/ dial 101 from the nearest telephone, identify himself and report location of fire. He shall wait until the fire message is repeated by the Fire Alarm Signaler and location confirmed.
- vii) Contractor shall deploy adequate number of experienced supervisors including specific safety supervisor during the period of execution of the contracts awarded to him.
- viii) Electrical jobs shall be supervised only by licensed electrical supervisor.
- ix) If the contract value exceeds Rs. 20 lakhs, a safety register shall be maintained by the contractor at their site and shall be produced to the safety section at least once in a fortnight.

- x) The contractors whose safety records are not satisfactory will be viewed seriously and necessary action (viz., cancellation of registration/contract) shall be taken against the contractor.
- xi) All supervisors and workmen employed by the contractor must use the following Personal Protective Equipment (PPE) without which permission is liable to be denied.
  - (a) Hard Hat (b) Safety Shoes and (c) Hand Gloves
- xii) All the above PPEs and other job specific PPEs of ISI make as may be prescribed are to be provided by the contractor. Special protective equipment like "Self Contained Breathing Apparatus" (SCBA) etc., wherever required shall be provided by refinery to the contractor on loan basis.
- xiii) Contractor must familiarize himself from Engineer-in-Charge about all known potential or toxic release hazards related to his job. He in turn will ensure that same information has been passed to his supervisors and workmen. Proper record of such dissemination of information must be made by the contractor and submitted to the Engineer-in-Charge failing which further continuation of work may be withheld.
- xiv) Contractor must ensure that all his supervisors have undergone HSE training conducted by BPCL- KR. The Contractor shall maintain proper documentation in respect of all persons regarding the HSE training imparted. At the start of each day's work, the contractor's supervisor shall guide the workers specifically on the safety requirements of the job and work conditions. (Tool box meeting)
- xv) Contractor must submit along with his tender the safety, house keeping, environment control, dust control and quality assurance plans in the prescribed formats which will form part of tender evaluation as per Annexure 1.
- xvi) Contractor must provide at least one full time on site Safety supervisor when the contractor has engaged 50 to 250 workers and one additional Safety supervisor for every 250 workers and part thereof for a particular job in the Refinery. If the manpower is less than 50, on site safety co-ordination responsibilities shall be assumed by anyone of the contractor's other supervisory staff. In both the cases, the contractor must specify in writing the name of such persons to the Engineer-in-Charge.
- xvii) Contractor's safety co-ordinator/ supervisor responsible for safety as the case may be shall conduct at his worksite and document formal safety inspections and audits at least once in a fortnight. Such documents are to be submitted to Engineer-in-Charge for his review and record.
- xviii) Contractor shall maintain a register to record name of the persons engaged at a particular site on a daily basis.
- xix) Contractor must ensure highest standard of housekeeping in his area of work on a day-to-day basis. An unsatisfactory housekeeping will earn negative rating, which will attract penal actions like cancellation of registration/contract.
- xx) Contractors and supervisors must attend all scheduled safety meetings as would be intimated to him by the Engineer-in-Charge.
- xxi) Before starting work under any contract, the contractor must ensure that an approved Job Safety Plan/ Procedures / field practices as required over and above the safety permit conditions are obtained from Engineer-in-charge and the same shall be followed. He should also ensure that all supervisors and workers involved understand and follow these plan/procedures/field practices.
- xxii) Contractor must ensure that in his work site :- (a) Appropriate display boards (size-1.5 x 2 ft) are put displaying signs for site safety, potential hazards and precautions required, and (b) Safety performance scoreboards are provided.
- xxiii) Contractor shall put all efforts to deploy minimum manpower to execute the jobs in stipulated time by using modern techniques & mechanization.
- xxiv) Quotation must clearly indicate the number of Supervisors and skilled or unskilled workers, which will be deployed for the job, from time to time during execution of contract.
- xxv) Upon award of the contract and prior to commencement of job, the Contractor shall furnish bio- data of all their Supervisors & skilled or unskilled workers. All personnel deployed by contractor for the job must have completed HSE training conducted by BPCL.
- xxvi) ALL PERSONNEL DEPLOYED BY CONTRACTOR FOR THE JOB MUST HAVE COMPLETED HSE TRAINING ARRANGED BY BPCL-KR FIRE & SAFETY DEPARTMENT.**
- xxvii) The contractor shall maintain a job-wise register at site in which all safety details like accident report; on-site inspections etc. are entered on regular basis. This register shall be offered for inspection on demand by refinery officials.
- xxviii) The contractor shall submit the monthly safety report in the prescribed format, (Annexure II), if employing more than 50 contract workers at any point of time for the contract, to the Safety section.
- xxix) Fitness certificate from BPCL-KR Medical Officer, with validity of 6 months, for the contract workers who are working at a height more than 30 meters using temporary structures shall be submitted to the Security department while taking entry pass. And also it shall be endorsed in the entry pass for working in inert atmosphere the workers have the Fitness certificate from BPCL-KR Medical Officer prior to entry.
- xxx) Contract personnel shall not use Plant areas, Pump houses, cable cellar rooms, substations, etc. for changing clothes, taking food, resting, etc. The contractor shall provide rest/ change room facilities for the workers working under him.
- xxxi) The contractor shall discuss the HSE Policy/ HSE management system with the Safety section prior to commencement of the work.
- xxxii) The contractor shall employ only medically fit personnel for the work.

## 20 SPECIAL SAFETY FEATURES FOR THE VEHICLE TO RUN INSIDE REFINERY PREMISES

The contractor shall deploy only Diesel Engine driven vehicles inside refinery with the following special safety features:

- (i) In the electrical charging system only alternator shall be used and not dynamo.
- (ii) High voltage headlamps with relays shall not be used, that is only direct connected lamp without booster / relay shall be used.
- (iii) Refinery approved exhaust flame / spark arrestor shall be provided.
- (iv) Thermal insulation shall be provided on the exhaust manifold.
- (v) At the air intake, wire gauze type air filter shall be used i.e., paper filter shall not be used.
- (vi) It is compulsory to wear safety belts in all light motor vehicles. Hence, necessary safety belts shall be provided in all Taxi Jeeps running inside refinery also, at contractor's cost.

## 21 HEALTH, SAFETY AND ENVIRONMENT TRAINING

### GENERAL

The contract safety management system in refinery calls for Health, Safety and Environment (HSE) training to all connected with contract works viz., contractors, consultants, contract supervisors, contract workers, etc., who have to work inside the refinery. The contract safety management envisages HSE training as below:

#### A. Contractors/ Consultants

The Contractors/ Consultants or in the case of companies, the designated overall Manager-in-Charge of the job shall attend one day HSE training. A HSE number will be issued on completion of the training.

#### B. Contract Supervisors

- i) Three days HSE training is compulsory for all contract supervisors. At the end of the three days training, an examination is conducted and only those qualified will be issued a HSE number.

#### C. Contract Workers

All contract workers shall attend one day HSE training. A HSE number will be issued on completion of the training.

The HSE number issued will have a validity of two years from the date of qualifying. The HSE number will be different for each category viz. Contractor/Consultant, Contract supervisor and contract worker. For renewal of the HSE number, the contract personnel will have to go through the same process of training, as described above, and will be issued a new HSE number.

HSE number will be compulsory for applying for security entry pass for all contract personnel working inside the Refinery.

All contract supervisors and workers who will have to attend the HSE training programme have to be authorized by the concerned departments of BPCL-KR.

The contractor shall prepare a consolidated list of those required to be trained and given entry passes for working within the Refinery in connection with the job awarded to him/them. The list shall be submitted to the Engineer-in-Charge for necessary recommendation for HSE training as above.

## 22 COMPLIANCE OF BPCL – KR HEALTH, SAFETY AND ENVIRONMENT PLANS

The CONTRACTOR shall comply with the following Health, Safety and Environment Plans and also confirm his / its commitment to the same in the prescribed formats:

- (i) Safety Action Plan
- (ii) Housekeeping Plan
- (iii) Environment Control Plan
- (iv) Dust Control Plan and
- (v) Quality Assurance Plan

The details of the above are available below.

## 23 USE OF MOBILE PHONE

Carrying Mobile Phones and cordless phones in Plant / Process / Storage areas inside refinery premises is strictly banned as it is hazardous.

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## **SECURITY REGULATIONS OF BPCL-KOCHI REFINERY**

1. The CONTRACTOR shall record in a register the name and permanent address of the personnel /labourers detailed by him for the work, and the said register shall be kept at the Refinery Contract works entry gate/ Office. The Contractor shall arrange the PCC of all workers engaged by him in the Refinery. Security Procedures for engagement of Migrant workers shall be complied with.
2. The CONTRACTOR shall ensure that his personnel/ labourers display the badges/passes issued by the Security Section on their person while entering/ leaving the refinery premises as well as the work spot concerned.
3. The CONTRACTOR shall collect the said security badges/passes daily and reissue them next day morning to his personnel/ labourers, so that any unauthorised person may not impersonate and force illegal entry at any later stage for which act the responsibility will be entirely that of the CONTRACTOR.
4. The CONTRACTOR shall return all the said badges/passes to the Security Section immediately on termination of the contract work.
5. If the contract period/time. is extended, the CONTRACTOR shall get the badges/passes revalidated from the Security Section.
6. The passes are valid at the specified work sites only and the CONTRACTOR shall ensure that his personnel/labourers will not loiter at other areas.
7. The CONTRACTOR shall ensure that his personnel/ labourers shall enter/leave the refinery premises only through the authorised main gate as indicated.
8. The CONTRACTOR shall ensure that his personnel/ labourers are checked in/ out by his authorised representative for which he shall keep proper records at the Refinery main gate.
9. The CONTRACTOR shall, be liable to pay to BPCL-KR, the cost of the badges/ passes at the rate of Rs.150/- each in case of failure to return the badges/passes & Rs.500/- in case of loss/damage of Biometric Cards. The CONTRACTOR shall also render satisfactory explanation, if any passes are found -missing/lost after having filed a complaint at the Police station & acknowledge/Receipt of complained obtained.
10. The CONTRACTOR shall engage that number of workers specified in the PO after having undergone HSSE, cleared ESI/PF, obtained PCC, in possession of ID Proof etc as applicable. The contract workers shall also be enrolled under the Biometrics system before entry into the Refinery for work.
11. The CONTRACTOR shall ensure that he submits the list of workers working after office hours, on holidays, Sundays to the Security office /CISF before commencement of work.
12. The CONTRACTOR shall not park his contract vehicle in any area of the Refinery except during his routine work.
13. The CONTRACTOR shall, before commencement of the work everyday, report to the Operating Shift Supervisor in-charge of the concerned unit/area the number of personnel/ labourers to be employed by him for the day in the unit/area, and specify the job for which they have been brought into the unit/area.

This information will be furnished in the following format:

From : Date.....

To : Area/Operating Shift Supervisor  
Bharat Petroleum Corporation Limited – KR  
Amabalamugal

Dear Sir,

Please be advised that I/we will be engaging today.....(No.) of persons for the following work:

Details of work  
Purchase Order No.  
Area

Thanking you

Yours faithfully

(to be submitted in duplicate) Sign. of Contractor

NOTE: CONTRACTOR'S PERSONNEL SHALL INCLUDE THE CONTRACTOR HIMSELF WHEREVER APPLICABLE

## **SECURITY FORMALITIES - FOR CONTRACT WORK IN BPCL – KR**

The following are the Security formalities / procedures for obtaining security pass.

1. Letter of Request- On award of contract and obtaining the necessary job order/work order from concerned engineer/dept; the contractor should submit a letter/ request as to how many passes he requires to collect from the Security office. The letter/ request is to be addressed to the Chief Security Officer, BPCL-KR. In case of migrant workers the security procedure of the Refinery shall be complied with
2. Passes - Required nos. of Blank passes to be collected from the Office of the Chief Security Officer.
3. Two Passport size photograph to be brought by the contractor/contract workers and the same is to be affixed on the pass.
4. Documentation - Two notebooks to be maintained by the contractor for documentation – one notebook is required for recording all the addresses of contractor/contract workers. All entries of pass and subsequent renewals are to be recorded in this book. The other notebook is required for check in/check out of contractor/ contract workers.
5. OT List - The contractor will have to submit a list of workers working after 5pm on working days, on Holidays and on Sundays. This permit signed by the Sr. manager of the concerned dept. should reach the CSO office before 4 pm on working days and in case of Saturday, Sundays & Holidays the last working day previous to the Holiday/Saturday/Sunday.
6. Loss of pass - In case of loss of pass the contractor has to remit Rs.150/- per pass to the Finance department of BPCL - KR. Unused passes if any may also be returned at the close of the job. For Biometric cards Rs 500/- shall be recovered for damage/ loss of pass
7. Leaving the area of job without a reasonable cause is not permitted.
8. Contractor/Contractor - Supervisor/ Contract - worker should always carry with the pass and show on demand by authority.
9. Check-in/ check-out of the contract workers should be done by the contractor /Supervisor who should accompany the worker to the Security labour gate. In case the worker is not checked out by the Contractor/ Supervisor in time, further entry to the Refinery will be subject to clearance from CSO.
10. HSE Training/ Fire & Safety Training:-- HSE Training / Fire & Safety Training is mandatory. All contractors / contract workers should undergo-this training before commencement of their work. The Training is arranged by the refinery.
11. Security entry passes shall be issued only after having obtained the HSE Card, ESI/PF Clearance & Police Clearance Certificate from the respective police stations residing.
12. Violations of any of the security instructions will entail in cancellation of the pass.

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भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड  
कोच्चि रिफाइनरी



BHARAT PETROLEUM CORPORATION LTD.

Kochi Refinery

### COMPLIANCE TO SAFETY REGULATIONS

(Declaration to be made by the contractors and submitted along with the bills)

Purchase Order Number & Date	Vendor Code
Job Name	Executing Department & Section
Area of work	Engineer-in-Charge
Bill Number (Part/Final)	Bill Period

1.	Maximum number of workers employed on any day during the bill period		7.	Whether Safety Inspection Book is maintained at site	
2.	Number of Supervisors employed		8.	Number of safety violations charged during the bill period	
3.	Number of Safety Officers employed		9.	Details of any personal injury while on duty (First Aid/Hospitalisation/LTA)	
4.	Number of sheds constructed /retained and Shed Numbers assigned during the bill period		10.	Number of near misses reported to Engineer-in-Charge / Safety Section	
5.	Number of Safety Posters displayed at site during the bill period		11.	Whether all equipment (gas cylinders, cranes, lifting tackles, etc.) have valid certificates	
6.	Number of Tool Box Talks conducted during the bill period		12.	Any safety promotional activities conducted	

We declare that we have complied with the various safety regulations of the General Terms & Conditions of the Contract.

Date:

Name & Signature of the contractor/Authorized Signatory

#### Comments by Engineer-in-Charge

Overall Safety Performance Rating	Good/Satisfactory/Poor
Comments	

Name of Engineer-in-Charge : \_\_\_\_\_

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

Staff No. : \_\_\_\_\_

**SAFETY ACTION PLAN**

All supervisors and contract workers shall attend safety course and obtain certification. Only safety trained workers will be deployed by me. All Personal Protective Equipment will be provided by me. We will strictly adhere to BPCL - KR safety rules and regulations. We will follow the e-work permit system of BPCL - KR. While working at height, safety belt will be used. While handling with chemicals proper precaution shall be taken to avoid spillage or splash on body. Any incident/accident shall be reported to BPCL - KR authorities and documented properly. Any injury to the personnel employed by me for the job will be promptly reported to BPCL - KR medical centre. Fire extinguisher will be provided as specified in the permit. Proper enclosures will be prepared for welding. While entering column/vessel proper care will be taken by providing standby personnel outside. Only safe to use scaffolding will be used. Daily safety briefing will be given to the personnel employed by me. Safety supervisor shall be designated who will monitor safe working. I/We will employ only medically fit employees for the execution of the job.

**HOUSEKEEPING PLAN**

All equipment will be properly arranged and placed before start of work. A separate bin shall be provided for collecting waste generated by the personnel employed by me. i.e., canteen waste/gloves/cotton waste. All debris generated from plant will be collected and stored in BPCL - KR allocated space. Metallic debris will be carted way to warehouse and accounted for. Unused material will be deposited back to warehouse. Waste insulation material will be taken out of the site immediately. Spillage of oil, if any, will be cleaned immediately. Work area will be kept clean at all times. Contractor shed and surroundings, if allocated any, will be kept clean and no debris will be deposited on road. We will maintain approach way for movement of cranes etc.

**ENVIRONMENT CONTROL PLAN**

Proper care will be taken at site to avoid any oil leakage/seepage into the ground. In case of leakage while opening flange, the matter will be reported to BPCL - KR authorities. Debris generated like insulation, refractory, concrete etc. will be collected and stored in designated places as directed by BPCL - KR authorities. Welding machines used shall not emit smoke beyond the permissible level. Cleaning of work site will be carried out on a continuous basis. Proper breathing apparatus will be used wherever required.

**DUST CONTROL PLAN**

Work shall be carried out in a manner such that generation of dust is minimum. Loose dust/dirt debris will be collected in bags and dumped in designated areas. Work area will be barricaded, if required, to prevent dust inhalation. Dust mask will be used in dust prone areas.

**QUALITY ASSURANCE PLAN**

Welders will be qualified as per BPCL - KR inspection procedure. Only BPCL – KR qualified welders will be engaged for job. Proper electrodes as specified in action report/scope of work by BPCL - KR will only be used. Proper oven arrangement will be made for use of electrodes. All weld fitments will be offered to BPCL - KR. Weld joints wherever required will be offered to radiography. Minimum rejections/rework will be ensured. Condition of welding machine/generator will be excellent. Proper job sequence will be planned and followed. Experienced riggers will be deployed for all rigging jobs. Rigging will be aware of sign codes/ slings, chain blocks to be used. Fitters/fabricators will have relevant experience and able to understand drawings. All activities will be recorded and documented date wise. Grinders will use proper wheels and depending upon the surface conditions. All tools and tackles used will be of reputed make only. Modern and mechanized tools will be used wherever possible.

I/We are committed to all the above plans.

Job Ref. No.:

Job Name:

**SAFETY REPORT**

(to be submitted at Safety Section by the Contractors employing more than 50 workers on a monthly basis)

Report Period : 01-XX-XXXX to 31-XX-XXXX

Purchase Order Number & Date	
Job Name	
Department	
Engineer-in-Charge	

1.	Maximum number of workers employed on any day during the month	
2.	Number of Supervisors employed	
3.	Number of Safety Officers employed	
4.	Number of Safety Posters displayed at site	
5.	Number of Tool Box Talks conducted during the bill period	
6.	Whether Safety Inspection Book is maintained at site	
7.	Number of safety meetings attended during the month	
8.	Number of safety programmes attended during the month	
9.	Details of any personal injury while on duty (First Aid/Hospitalisation/LTA)	
10.	Number of near misses reported to Engineer-in-Charge / Safety Section	
11.	Whether all equipment (gas cylinders, cranes, lifting tackles, etc.) have valid certificates	
12.	Any safety promotional activities conducted	

Date:

Name & Signature of the contractor/Authorized Signatory

Seal

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Please attach additional sheets / photographs of Safety promotional activities, posters if any.

**BHARAT PETROLEUM CORPORATION LIMITED (BPCL), KOCHI REFINERY**  
**FINANCIAL DETERRENT FOR VIOLATION OF SAFETY NORMS BY**  
**CONTRACTORS (APPLICABLE TO ALL WORKS CARRIED OUT IN THE REFINERY**  
**BY CONTRACTORS)**

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

Sr. No.	VIOLETION OF HSE NORMS	PENALTY AMOUNT	REPORTING AUTHORITY
NON ADHERENCE OF WORK PERMIT CONDITIONS			
1.	Working without proper Authorization / Permit (Cold work)	Rs 6000/- per occasion	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
2.	Hot work without proper Authorisation/ Permit	Rs. 12000/- per occasion and delisting / holiday listing of 3 years if repeated.	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
3.	Violation of any of the conditions specified in the permit	Rs 2000/- per permit.	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
4.	Use of mechanically propelled equipment/engine/generator set without/ with faulty spark arrestor	Rs. 1000/- per equipment per occasion.	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
5.	Non-display of name board, permit etc., at site	Rs 600/- per location where job is being executed. Penalty will be repeated if not rectified within 3	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates

VIOLATION OBSERVED WHILE WORKING AT HEIGHT			
6.	Working at height without safety belt Arrangement as required i.e. without safety belt / Non use of double lanyard safety belt.	Rs 1000 / per person per occasion.	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
7.	Throwing up/down any material from height or not making proper provision to bring down material safely from height	Rs. 1000/- per occasion	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
8.	Non standard/unsafe platform/ladder Non standard/unsafe Scaffolding Use of Uncertified Scaffolding	Rs. 2000/- per case per day	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
NON USE OF PERSONAL PROTECTIVE EQUIPMENT			
9	For not using Non Respiratory Personal Protective Equipment (Helmet, goggles, gloves, safety belts, Boiler suit, Safety Shoes etc.)	Rs. 1000/- Per day/item/person	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
10	For not providing Respiratory - Personal Protective Equipment prescribed in Work permit/job safety plan /B.A. set/canister mask/B.A. compressor etc)	Rs. 5000/- per case per day	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
VIOLATION OBSERVED IN ELECTRICAL WORK			
11	Non use of ELCB , using poor joints of cable, using naked wire without top plug into the socket , laying wire/cables on the roads, carrying out electrical jobs by incompetent person	Rs 5000/- per item per day	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
12	Non deployment of the Licensed electricians for electrical job.	Rs. 2000/- per person per job	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates

13	Working/ on live electrical circuits without work permit/authorization	Rs. 5000/- per case per day	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
VIOLATIONS IN EXCAVATION WORK			
14	Unsatisfactory fencing / barricading of excavated areas, Not providing proper shoring / strutting / proper slope and Not keeping the excavated earth at least 1.5M away from excavated area	Rs. 2000/- per item per day	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
VIOLATIONS OBSERVED IN ROAD SAFETY			
15	Driving BPCL or Contractor's vehicle without license from transport authority.	Rs. 1000/- per case	Any officer through Head of Dept (F&S)
16	Over speeding of jeeps / buses, rash driving, wrong side	Rs. 2000/- per case	Any officer through Head of Dept (F&S)
17	Driving hydra/Crane/fork lift above its speed limit fixed for BPCL- K R roads.	Rs. 1000/- per case	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
18	Entry of contractor's vehicle in No Entry Area without proper authorization.	Rs. 1000/- per case	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
19	Entry of any person in barricaded area marked with tape.	Rs. 1000/- per person	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS) Section Head Estates
20	Riding on material handling vehicles or trolleys	Rs. 500/- per case	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
21	Sitting or allowing sitting along with the drivers on fork lift.	Rs. 500/- per case	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates

22	Vehicle Accident- i.e. overturning, falling in pits, damaging equipment , hitting another vehicle etc.	Rs 5000/- per case plus replacement/repair charges incurred by BPCL for BPCL owned material	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
<b>NON DEPLOYMENT OF REQUIRED MANPOWER</b>			
23	Non-deployment of safety supervisor / supervisor responsible for safety at work site	Rs. 2000/- per person per day	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
24	Failure to maintain safety register and record by Contractor Safety Supervisor or Supervisor responsible for safety	Rs. 2000/- per occasion	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
25	Failure to have weekly safety site inspection / audit and monthly safety meeting and maintain record (by contractors themselves)	Rs. 2000/- per occasion	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
26	Failure to conduct tool box meeting every day and maintain the records of the same.	Rs. 500/- per day	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
27	Failure to submit the monthly HSE report by 5th of next month to Engineer-in-charge	Rs. 200/- per day	Engineer-in-charge through respective HOD
<b>VIOLATION OF STATUTORY REQUIREMENT</b>			
28	Acting in contravention to any of the provision mentioned in Factories Act 1948 and/or the rules framed there under including all amendments thereto.	Rs. 1000/- per occasion	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates

29	<p>Failure to maintain records as per statutory requirement like</p> <ol style="list-style-type: none"> <li>1. Form No. 1A – for the shed/s constructed by contractor</li> <li>2. Form No. 6 – Certificate of fitness</li> <li>3. Form No. 10 – Register of workers attending machinery</li> <li>4. Form No. 11 – Report of Examination of Hoist/Lift/Lifting tackles.</li> <li>5. Form No. 13 – Report of Examination of any pressure vessel brought by the contractor at refinery site.</li> <li>6. Form No. 16 – Notice of periods of works for adult workers</li> <li>7. Form No. 17 – Register of adult workers</li> <li>8. Form No. 23 – Special certificate of fitness</li> <li>9. Form No. 29 – Muster Roll</li> </ol>	Rs. 10000/- per occasion	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
<b>OCCURENCES OF INDUSTRIAL ACCIDENTS</b>			
30	Failure to furnish a first information report (FIR) as per prescribed Pro-Forma within 4 hours of the incident.	Rs. 1000/- per occasion	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
31	Failure to arrange immediate investigation / evidences /documents of the incident and furnish within 24 hours to BPCL Engineer-In- Charge.	Rs. 1000/- per occasion	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
32	Keep and maintain proper records of all incidents occurred at work site	Rs. 1000/- per occasion	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
33	Failure to report to BPCL supervisor on - the - job, medical centre and area safety officer any injury to his employees or any near miss or any hazardous/ dangerous incident at work site within the Refinery premises or hiding of any accident or near miss.	Rs. 5000/- per occasion	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates

34	Negligence on contractor's part which has resulted in an Injury/fire  Lost Time Injury Fatality	Rs.1,00,000/- per person Rs. 5,00,000/- per person	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
35	Negligence on contractors part which has resulted in Minor Fire/Explosion/ etc  Major Fire ( Reportable)	Rs 1,00,000/- Rs 2,00,000/-	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
<b>VIOLATION OF LABOUR LAWS</b>			
36	Working beyond statutory limits by contractor's workers	Rs. 1000/- per person per day	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
37	Deployment of contractor's employees including supervisors without receiving necessary training on safety for working in the refinery.	Rs. 5000/- per person per day and holiday listing of contractor for 6 months if repeated	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
38	Deployment of contractor's employees including supervisors without undergoing their medical examination, by the authorized medical professional having qualification of MBBS + AFIH.  Deployment of workers on high risk jobs like working in confined space, working at height, working under water, etc. without being examined and certified as medically fit for such jobs by the doctors who are authorized to certify for such jobs.	Rs. 1000/- per person	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
39	Non subjecting to periodic medical examination after every six months after deployment of workers including supervisors on the job by the certifying surgeon.	Rs. 1000/- per person	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
40	Deployment of child or adolescent	Rs. 10,000/- per person	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates

41	Use of untested and uncertified pressure vessel.	Rs. 5000/- per occasion	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
42	Use of untested and uncertified lifting tools/tackle	Rs. 5000/- per occasion	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
<b>VIOLATION IN MATERIAL HANDLING</b>			
43	Improper material handling/ Manually handling of heavy material when it requires using mechanical equipment/use of substandard/defective material handling trolleys/ hand cart.	Rs. 1000/- per occasion	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
44	Failure to submit duly filled pre use check list for any new machine or equipment brought at site	Rs. 1000/- per occasion	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
45	Inadequate supervision at work site( absence of supervisor/designated employee as supervisor from site for more than 30 Minutes when work is in progress)	Rs. 2000/- per occasion	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
<b>SAFETY PERFORMANCE DISPLAY BOARD</b>			
46	Safety performance score board not displayed.	Rs. 100/- per day	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
<b>VIOLATIONS IN USE OF GAS CYLINDERS</b>			
47	Unsafe handling of compressed gas cylinders No trolley or jubilee clips or double gauge regulator or flash back arrestor on both gas lines & both ends or improper storage / handling or cylinders without caps when not in use/damaged hoses)	Rs. 500/- per item per occasion	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates

VIOLATIONS DURING RADIOGRAPHY PROCESS			
48	Radiography without authorization / Non barricading the area during radiography	Rs. 10000/- per occasion	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
49	Non alerting people working in vicinity, before start of Radiography jobs	Rs. 1000/- per occasion	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
MISCELLANEOUS			
50	Damage to fire hydrant & monitors, fire extinguishers including non return of extinguishers	Rs. 2000/- per case and Cost incurred by BPCL for repair/replacement	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
51	Poor House-keeping	Rs. 5000/- per occasion	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
52	Removal of grating/cover/lid on any opening in floor or vessel.	Rs. 1000/- per occasion	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
53	Use of dangerous portable tools/hand tools like grinding machine, drilling machine, pneumatic excavators/drill by unskilled worker.	Rs. 1000/- per occasion	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
54	Operating/allow to operate any machine without having guard on its dangerous/rotating part of the machine or an equipment.	Rs. 1000/- per occasion	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
55	Horseplay at work site	Rs1000 /- per occasion	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
56	Shifting of debris from one location to another/ dumping debris at unauthorized place.	Rs. 10000/- per occasion	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates

57	Use of mobile in plant areas	Rs 10000/- per person per occasion.	Engineer-in-charge, Officers of F&S, Head of Dept. (F&S/ Mfg/OM&S/Maint./E&C P&U/ Proj / P&CS/ AS), Section Head Estates
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Notes:

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

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## **SECTION A-2.2**

# **SPECIAL CONDITIONS OF CONTRACT**

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## ANNEXURES TO SCC

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**1.0 GENERAL**

- 1.1 Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC), Schedule of Prices (SOP) / Rates (SOR), Specifications, drawings and any other document forming part of this Contract wherever the context so requires.
- 1.2 Notwithstanding the subdivisions of the document into separate sections / volumes, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3 Where any portion of the GCC is repugnant to or at variance with any provisions of the SCC, then unless a different intention appears, the provision(s) of the SCC shall be deemed to override the provision(s) of GCC only to the extent that such repugnance or variations in the SCC are not possible of being reconciled with the provisions of GCC.
- 1.4 Wherever it is stated in this Bidding Document that a supply is to be made or a work is to be carried out, it shall be understood that the same shall be made/carried out by the CONTRACTOR at his own cost, unless a different intention is specifically and expressly stated herein or otherwise explicit from the context. Contract Price shall be deemed to have included such cost.
- 1.5 The materials, design and workmanship shall satisfy the applicable relevant Indian Standards, the job specifications contained herein and codes referred. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any Standard/ Specifications/Codes of practice for detailed specifications covering any part of the work covered in this bidding document, the instructions/directions of EIL/Owner will be binding upon the CONTRACTOR.
- 1.6 In case of contradiction between relevant Indian standards, GCC, SCC, Specifications, Drawings and Schedule of Prices, the following shall prevail in order of precedence:
  - a) Detailed Letter of Acceptance along with Statement of Agreed Variations, if any, and its enclosures such as Schedule of Prices/ Rates etc.
  - b) Fax of Acceptance (FOA)
  - c) Special Conditions of Contract & its Annexures
  - d) General Contract
  - e) Job Specifications Conditions of / Technical Specifications
  - f) Drawings
  - g) Standard Specifications
  - h) Indian Standards

**2.0 SCOPE OF WORK & SCOPE OF SUPPLY**

- 2.1 The detailed scope of work, supplies and services shall be as per various parts of the Bidding Documents including addenda/amendment(s).

**3.0 TIME SCHEDULE**

- 3.1 Time is the essence of this Contract. The Work shall be executed strictly as per time schedule enclosed as **Annexure – I to SCC**.

**4.0 PROJECT SCHEDULING & MONITORING**

- 4.1 The following Schedules/documents/reports shall be prepared and submitted by the Contractor for review/approval at various stages of the Contract.

#### **4.2 Overall Project Schedule**

The Contractor shall submit within 2 weeks of Letter of Intent/ Letter of Acceptance, a sufficiently detailed overall project schedule in the activity network form, clearly indicating the major milestones, inter-relationship/interdependence between various activity together with analysis of critical path and floats.

The network will be reviewed and approved by Engineer-in-Charge and the comments if any, shall be incorporated in the network before issuing the same for implementation. The network thus finalized shall form part of the contract document and the same shall not be revised without the prior permission from Engineer-in-Charge during the entire period of contract.

#### **4.3 Progress Measurement Methodology**

The Contractor is required to submit within four weeks of award of work, the methodology of progress measurement of sub-ordering, manufacturing/delivery, sub- contracting, construction and commissioning works and the basis of computation of overall services/physical progress informed. Owner reserves the right to modify the methodology in part or in full.

#### **4.4 Functional Schedules**

The Contractor should prepare detailed functional schedules in line with network for functional monitoring and control and submit scheduled progress curves for each function viz. Ordering, delivery and construction.

#### **4.5 Project Review Meetings**

The Contractor shall present the programme and status at various review meetings as required.

##### **Weekly Review Meeting**

Level of Participation: Contractor's RCM with Engineers and BPCL/EIL Area Co-ordinators and Job Engineers

Agenda:

- a) Weekly programme v/s actual achieved in the past week & Programme for next week.
- b) Remedial Actions and hold up analysis.
- c) Client query/approval.

Venue: As decided by Engineer-In-Charge.

##### **Monthly Review Meeting**

Level of Participation: Senior Officers of BPCL/EIL and Contractors

Agenda:

- a) Progress Status/Statistics.
- b) Completion Outlook.
- c) Major hold ups/slippages
- d) Assistance required
- e) Critical issues
- f) Client query/approval

Venue: As decided by Engineer-In-Charge.

#### Progress Reports

##### Monthly Progress Report

The report shall be submitted on a monthly basis within ten calendar days from cut- off date as agreed upon, covering overall scenario of the work. The report shall include but not be limited, to the following:

- a) Brief introduction of the work.
- b) Activities executed/achievements during the month.
- c) Scheduled v/s actual percentage progress and progress curves for sub- ordering, manufacturing/delivery, sub-contracting, construction, overall and quantum – wise status of purchase orders against scheduled.
- d) Areas of concern/problem/hold ups, impact and action plans.
- e) Resources deployment status.
- f) Annexure giving status summary for Material Requisitions & deliveries, sub- contracting and construction.

Distribution: BPCL -Two copies

#### Weekly Report

This report (5 copies) will be prepared and submitted by the Contractor on weekly basis and will cover following items:

- a) Activities programmed and completed during the week.
- b) Resources deployed man and machine.
- c) Qty. achieved against target in construction.
- d) Record of Man-days lost.
- e) Construction percentage progress, scheduled and actual.

## **5.0 CONSTRUCTION WATER & POWER SUPPLY**

5.1 Construction Water and Construction Power supply shall be as detailed in Clause Nos. 2.3 of General Conditions of Contract (GCC).

For Construction water, the provision has been modified to the following extent:

5.1.1 Construction Water

The Owner shall allow the Contractor to draw the water within the premises of the Refinery, at one point near MSBP Site. However, the Contractor shall make his own arrangement for the distribution pipe network from source of supply and such distribution pipe network shall have prior approval of the Owner/Engineer-In-Charge, so as not to interfere with the layout and progress of other Construction activities. In case of interruption of water due to any unforeseen reasons, contractor shall make alternate arrangements to meet the contingency. This cannot be considered as a reason for extension of Completion time/ extra claim.

Water for Hydro-testing, if required, shall be arranged by the Contractor at their own cost.

For Construction Power, the provision has been modified to the following extent:

### 5.1.2 Construction Power

Subject to availability, "Construction Power of 400 Amps shall be provided, free of cost to the Contractor near site to the MSBP Area within refinery premises, on a single point basis. This may be provided as a single feeder or multiple feeders, depending on availability. Further distribution shall be in the scope of the contractor, at his own cost. However, non-availability of power cannot be considered as a reason for extension of Completion time/ extra claim. Any additional power requirement shall be arranged by the Contractor at his own cost.

## 6.0 **MEASUREMENT OF WORKS**

6.1 This being a lumpsum Contract, mode of measurement of work appearing anywhere in the GCC or elsewhere in the Bidding Document shall not be applicable. Progress payment will be governed by approved Bill of Materials and/or approved Billing Schedule for supplies and works.

## 7.0 **TERMS OF PAYMENT**

7.1 Terms of Payment shall be as per enclosed **Annexure-II** to SCC.

## 8.0 **SECURITY DEPOSIT**

8.1 The bank Guarantee for Security Deposit / Performance shall be submitted by the successful bidder as specified in Clause No. 18.0 of General Conditions of Contract.

## 9.0 **ROYALTY, TAXES, DUTIES**

### 9.1 Royalty

9.1.1 All royalties etc., as may be required for any Borrow Areas, including right of way etc. to be arranged by CONTRACTOR shall be deemed to have been included in the quoted prices. Unless otherwise specified, the CONTRACTOR shall pay all tonnage and other royalties, rents and other payments or compensation (if any) for getting stone, sand, gravel, clay, bricks or other materials required for the works or any temporary works.

9.1.2 CONTRACTOR's quoted prices should include the royalty on different applicable items as per the prevailing State Government rates. Any increase in prevailing rate of royalty shall be borne by the CONTRACTOR at no extra cost to Owner.

### 9.2 Taxes, Duties etc.

Clause No. 83 of GCC stands modified to the following extent:

9.2.1 The quoted price shall be deemed to be inclusive of all taxes and duties, municipal taxes, statutory levies, royalty, Customs duty and Customs Related duties, GST Compensation cess ( if applicable) irrespective of whether the same is categorically specified or not but exclusive of "Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable). The GST as legally leviable & payable by the Contractor under the provisions of applicable law(s)/(Act(s) shall be reimbursed by BPCL as per Contractor's GST invoice to BPCL . Prices, taxes, duties including GST on any transaction between Contractor and their sub-supplier/sub-contractor shall be included in the Total Lumpsum price quoted by the Contractor.

9.2.2 Except as specifically provided to the contrary in the Special Conditions of Contract:

- (i) The CONTRACTOR shall within the price of materials and scope of supply be liable to pay and bear any and all duties, taxes, levies and cesses lawfully payable on any goods, equipment or materials imported into India or within any local limits for permanent incorporation in the work(s), and on materials sold and supplied to the owner pursuant to the contract.
- (ii) The CONTRACTOR shall within the price of services and scope of services be liable to pay and bear any and all duties, taxes, levies and cesses lawfully payable on any goods or equipment imported into India or within any local limits for use in the performance of the work(s), and on services performed pursuant to the contract.

**Any errors of interpretation of applicability of taxes/ duties by the CONTRACTOR shall be to CONTRACTOR's account.**

#### 9.2.3 TAXES,DUTIES AND LEVIES IN FOREIGN COUNTRIES

9.2.3.1 The CONTRACTOR shall accept full and exclusive liability at his own cost for the payment of any and all taxes, duties, cesses and levies howsoever designated, as a repayable to any government, local or statutory authority in any country other than India as are now in force or as are hereafter imposed, increased or modified and as a repayable by the CONTRACTOR, his agents, Sub contractors and Suppliers and its/ their respective employees for or in relation to the performance of this Contract. The CONTRACTOR shall be deemed to have been fully informed with respect to all such liabilities and shall further be deemed to have considered and included the same in his bid and the Lumpsum Price shall not be varied in any way on this account.

#### 9.3 TAX INDEMNITY

9.3.1 It shall be the duty of the CONTRACTOR to duly observe and perform all laws, rules, regulations, orders and formalities applicable to GST (IGST / CGST / SGST / UTGST) and Customs Duty on the supply including import of any material to OWNER and/or on the services performed by the CONTRACTOR pursuant hereto. The CONTRACTOR shall keep the OWNER and their Consultant ( PMC) indemnified for and against any and all claims, demands, prosecutions, penalties, damages, demurrages and/or other levies whatsoever made or levied by the Court or Customs Authorities with respect to any alleged breach, evasion or in fraction of such duties, taxes, charges or levies or any breach or in fraction of such laws, rules, regulations, orders or formalities concerning the same and from the consequence thereof

9.3.2 **The award of work under the entire contract shall be on 'Work Contract Service' basis.** The contractor shall be responsible for payment of any tax levied on the transfer of property and goods involved in the 'Works contract Service' in accordance with relevant GST act and rules made there under including amendments, if any. The contractor shall be liable to ensure to have registered with the respective tax authorities and to submit self-attested copy of such registration certificate(s) and any taxes/ duties/ levies being charged by the Contractor would be claimed by issuing proper tax invoice/challan indicating details/ elements of all taxes charged and necessary requirements as prescribed under the respective tax laws and also to mention correct and valid registration number(s) on all tax invoices raised to BPCL

9.3.3 **It shall be mandatory for the Contractor to get Goods and Services Tax Registration Number (GSTIN) within 2 Months from the award of Order or prior to release of any payment including advance, whichever is earlier.** No payment shall

be released till such time Contractor obtains the GST Number and submits the same to Owner and in addition, the Contractor shall not be considered for future tenders. CPBG deposited by the Contractor may also be forfeited.

9.3.4 The Bidders who are already registered with GST authorities in Kerala shall submit copy of their registration certificate along with their unpriced Bids . in case registration certificate is not available at the time of submission of offer, an undertaking should be furnished by the bidder for submission of registration certificate in line with clause No. 9.3.3

9.3.5 It shall be the responsibility of the CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time. Mismatch in return of Owner due to any reason attributable to Contactor , the same shall be recovered from Contactor 's bills.

9.3.6 The Contractor would be liable to reimburse or make it good of any loss/ claim by Owner towards tax credit rejected/ disallowed by any of the tax authorities due to non-deposit or delayed deposit of taxes or non-compliance or delayed compliance of tax laws by the Contractor. The Contractor shall be liable to reimburse BPCL, for all such losses and other consequences related to GST including, but not limited to the tax loss, interest and penalty

9.3.7 The contractor will be under obligation for quoting/charging correct rate of tax as prescribed under the respective Tax Laws. Further, the Contractor shall avail and pass on benefits of all exemptions/concessions/benefits/waiver or any other benefits of similar nature or kind available under the Tax Laws. In no case, **differential Tax Claims due to wrong classification of goods and/or services or understanding of law or rules or regulations or any other reasons of similar nature shall be entertained by BPCL.**

9.3.8 The Contractor has to get registered as per tax law of the State where the work is to be executed and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit, E-way Bill, if applicable etc. E-way bills / Transit passes / Road Permits, if required for materials etc., bought into the project site is to be arranged by the Contractor only. Delays on account of arranging road-permits/e-way bills shall not make Contractors s' eligible for waiver of late delivering penalties in terms of Contract. Hence to avoid the delays, they are suggested to initiate the process of obtaining the Rood-permits/ E-way bills well before the actual delivery of items. The Contractor will be under obligation for proper utilization for the specific supply and in case of seizure of goods/ vehicle, the Contractor will be wholly responsible and indemnify BPCL against any litigation cost .

9.3.9 It is responsibility of Contactor that Consignment is to be reached in Kerala with the validity period of E-way bills If for any reason, the consignment could not enter into the state of Kerala within validity of online Way Bill, then the request for either cancellation/extension of validity to be made immediately with the reason for such cancellation/extension. Only after getting the valid online Way Bill, Consignment should approach the check post authority for entering into the state of Kerala.

9.3.10 It shall be the responsibility of Contractor to obtain e-way bill in case of movement of goods exceeding limit as prescribed under the GST Act. Contractor would indemnify

Owner in case of any non-compliance or default or due to lack of diligence on the part of the Contractor to comply with the e-waybill requirement

At present E-way bills rules are not finalized. If the same is effective in future at any point of time during the execution of the Contract, the CONTRACTOR shall be exclusively responsible to comply the same

9.3.11 Except as herein elsewhere expressly otherwise provided the CONTRACTOR shall be liable for and shall pay any and all Indian fees, cesses, taxes, duties and levies assessable against CONTRACTOR in respect of or pursuance to the Contract.

9.3.12 In addition, the CONTRACTOR shall be responsible for payment of all Indian duties, levies, and taxes assessable against the CONTRACTOR or CONTRACTOR's employees or Sub-contractor's whether corporate or personal or applicable in respect of property.

9.3.13 The Contractor shall issue proper tax invoice, as stipulated under the customs, GST and other Applicable Laws, and other necessary documents as may be relevant from time to time to enable Owner to avail the credit of such Taxes, wherever applicable, paid by the Contractor within the time period specified under the applicable legislation in this regard.

If Owner is not able to avail the credit (as indicated in the Price Schedule, unless otherwise mentioned in this Contract), partially or entirely because the Contractor issued a defective tax invoice or failed to produce the requisite documents, then the Contractor shall immediately indemnify Owner for such loss of input tax credit including interest and penalty imposed, if any, which would be otherwise available to Owner.

**Owner, in such case, may, in its sole discretion, decide to recover such loss by way of deduction from payment due to the Contractor or invoking the Composite Performance Bank Guarantee or any other measure available with the Owner.** In addition to the amount of GST, Owner shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on Owner .

9.3.14 The Contractor's Construction Equipment and Machinery (cranes, batching plant, etc.) which are not part of permanent incorporation in the work under this contract, any tax (if applicable) PAYABLE as per any tax legislation on such items shall be borne by Contractor. The Owner shall not be Liable for the same. Contractor shall be solely responsible to check/examine necessary Act / rules as applicable in the State where the work is to be finally executed.

9.3.15 Any changes in statutory rules and regulations under GST regime shall be followed by Contractor.

9.3.16 The payment towards all Indian Taxes and duties (CGST/SGST) will be made by OWNER in Indian Rupees at actual limited to the amount indicated in their bid except for statutory variation which shall be governed by SCC clause no. 9.14 below

9.3.17 The benefit of any Tax exemption, concessions, rebate or any other incentives available when the Contractor or its Subcontractors/ vendor are performing their obligations under the Contract, shall be passed on to the Owner.

9.3.18 Tax element on any Debit Note / Supplementary invoice, raised by the CONTRACTOR will be reimbursed by BPCL as long as the same is within the permissible time limit as per the respective taxation laws and also permissible under the Contract terms and conditions. Contractors to ensure that such debit Notes are uploaded while filing the Statutory returns as may be prescribed from time to time.

9.3.19 Contractor to share the monthly information with Owner which would be uploaded by the CONTRACTOR in its GSTR -1 along with the information of input tax credit to be claimed by Owner in such month.

9.3.20 CONTRACTOR shall be liable to comply with all the compliances as may be the rating prescribed to ensure that compliance rating is not reduced below the prescribed limit as laid down under GST Act and GST regulations. Contractor shall be required to submit a self-declaration from time to time that they are not black-listed on the GST portal. Notwithstanding anything contained in agreement, in the event of black listing of Contractor i.e. compliance rating reduced below the prescribed limit, the amount related to tax shall be paid to CONTRACTOR only on receipt of input tax credit to Owner

**9.4 INTEGRATED GOODS AND SERVICES TAX ( IF APPLICABLE ) FOR SUPPLIES ( GOODS/SERVICES ) : NOT APPLICABLE**

**9.5 INTRASTATE SALES (CENTRAL GOODS AND SERVICES TAX (CGST) PLUS STATE GOODS AND SERVICES TAX (SGST) / UNION TERRITORY GOODS AND SERVICES TAX (UTGST) FOR SUPPLIES ( GOODS/SERVICES )**

9.5.1 The OWNER shall reimburse CGST *plus* SGST levied on and paid by the CONTRACTOR on such indigenous supplies of goods/services by the CONTRACTOR to the OWNER under the Contract. CONTRACTOR shall be obligated to issue a valid tax invoice complying with GST Invoice Rules for the supply made by him. If any error/discrepancies found in the invoice issued by contractor, it shall not be accepted by OWNER as a valid invoice and OWNER shall have the full power to send back such tax invoice for rectification to the CONTRACTOR (since contractor is contractually bound to obtain registration in the state of Kerala). The CONTRACTOR shall be under an obligation for the rectification of such a tax invoice.

9.5.2 To enable the OWNER to avail of such creditable benefits, the CONTRACTOR shall furnish to the OWNER a valid tax invoice to avail of the creditable benefits with respect to GST reimbursed by the OWNER on supplies to the OWNER. GST will be reimbursed on submission of valid tax invoice by the CONTRACTOR.

9.5.3 The classification of goods/services as per GST Tariff should be correctly done by the CONTRACTOR to ensure that input tax benefit is not lost to the OWNER on account of any error on the part of the CONTRACTOR.

9.5.4 The OWNER shall not reimburse GST taxes, if the requirements as specified above are not fulfilled by the CONTRACTOR.

9.5.5 Subject to the provision of clause no. 9.14 of Special Conditions of Contract, any statutory increase in the amount of GST specified in **FORM SP-8** on supplies resulting from an increase in the rate of GST payable against certain supplies made to the OWNER shall be reimbursed by the OWNER at actuals. Similarly, any reduction in the

amount of GST specified in **FORM SP-8** on supplies resulting from a reduction in the rate of GST or remission or exemption from GST with respect to supplies made to the OWNER shall be refundable to the OWNER at actuals. For determining such actuals, the lumpsum of GST amount specified in **FORM SP-8** shall, while drawing up the Bill of Materials, be split up in the priced Bill of Materials wherever applicable. Such actuals for the purposes of the adjustment aforesaid shall be determined with regard to the unexecuted supplies of specified in the Bill of Materials with reference to the amount of GST indicated in the Bill of Materials for such materials.

9.5.6 CGST *plus* SGST/UTGST excluded by Bidder in Lumpsum price and upto the limit specified in **FORM SP-8** shall be paid against the CONTRACTOR's certified invoices for the amounts indicated in the Bill of Materials (subject to variations as elsewhere indicated and provisions of clause no. 9.14 of Special Conditions of Contract).

9.5.7 In case BPCL's Input Tax Credit (ITC) is rejected on account of wrong levy of tax i.e. payment of Integrated Tax in place of Central Tax+ State/Union Territory Tax, the CONTRACTOR is liable to make good the loss suffered by BPCL by issuance of suitable credit note to BPCL. In case, contractor does not issue credit note to BPCL, BPCL would be constrained to recover the amount including interest payable along with Statutory levy, if any, payable on such recovery

#### 9.6 **ENTRYTAX(OCTROI)**

DELETED

#### 9.7 **INPUT TAX CREDIT AND INVOICES**

9.7.1 Tax Invoice to be submitted by the bidder in compliance with the prevailing tax laws at the time of execution/delivery. No other invoice will be accepted as Owner intends to avail Input Tax Credit. Contractor (whether a single Bidder or an unincorporated consortium/ joint venture) is requested to acquaint themselves about GST Law and other tax provisions /legislations before bidding. Contractor are advised to quote the rate considering "input tax credit" available to them under GST.

9.7.2 The credit of GST will be factored for Bid evaluation purposes by the Owner, to the extent the Owner may be eligible .Contractor shall be required to issue tax invoice /debit note/ Credit invoice in accordance with GST Rules so that input credit can be availed by Owner . In the event that the Contractor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder, Owner shall not be liable to make any payment on account of GST against such invoice.

9.7.3 All reimbursable taxes and duties forming part of the Bid Price (and specifically listed in the price schedule and applicable on the transaction directly between the Contractor and the Owner), would be paid by the Owner on submission of documentary proof of payment of such taxes to Government and CONTRACTOR files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return. In case of non-receipt of tax invoice or non-payment of GST and non-compliance by the Contractor as mentioned above, Owner shall withhold the payment of GST.

9.7.4 The Contractor shall comply with all the provisions of the GST Act / Rules / requirements like providing of tax invoices, payment of taxes to the authorities within the due dates, filing of returns within the due dates etc. to enable Owner to take Input Tax Credit. The Contractor shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the Rules & Regulations, as applicable from time to time. In particular, if any tax credit, refund or other benefit is denied or delayed to Owner due to any non-compliance / delayed compliance by the Contractor under the Goods & Service Tax Act (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Contractor, the Contractor shall be liable to reimburse Owner for all such losses and other consequences including, but not limited to the tax loss, interest and penalty.

9.7.5 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor is denied by the tax authorities to Owner for reasons attributable to Contractor, Owner shall be entitled to recover such amount from the Contractor by way of adjustment from the next invoice (or from any other Securities like Bank Guarantees available to Owner). In addition to the amount of GST, Owner shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on Owner

9.7.6 It would be the responsibility of the Contractor to declare correct information on invoice and GST portal viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to Owner on account of default by the Contractor, the same would be recovered by Owner from the Contractor ;

9.7.7 E-waybill number should be mentioned on the invoices

## 9.8 Imports (CUSTOMS DUTY, EC, SHEC and IGST)

9.8.1 Customs Duty on merit rate basis for imports of materials shall be included in Lumpsum Price quoted by the Contractor.

9.8.2 All customs and customs related duties (i.e. Basic Customs Duty, IGST, Educational Cess, Higher Education cess applicable as well as GST Compensation Cess, if any) shall be to CONTRACTOR's account and shall be included in the quoted price for the purpose of permanent incorporation in the works.

9.8.3 CONTRACTOR shall be responsible for all customs clearance at his cost.

9.8.4 No Statutory variation in rate of Customs duty shall be paid to the CONTRACTOR.

9.8.5 Contractor shall be responsible for payment of custom duty, EC, SHEC and IGST for imports.

9.8.6 The Contractor shall pay the **Customs Duties on the assessable value** of materials envisaged to be imported for the purpose of permanent incorporation in the Works. The IGST shall be paid on the CIF value along with the Customs Duties and EC and SHEC taken together. The CONTRACTOR shall be fully responsible for Port and Customs clearance including stevedoring, handling, unloading, loading and storage and for satisfying all Port and Customs formalities for the clearance of the goods, including preparation of the Bill(s) of Entry and other documents required for import

and/or clearance of the goods. The CONTRACTOR shall also be fully responsible for any delays, penalties, demurrages, shortages and other charges and losses, if any, in this regard. The customs duty, EC, SHEC and other import duties payable on the CIF value of materials imported and IGST payable calculated on the CIF value and Customs Duties, EC, SHEC taken together for the purpose of permanent incorporation in the work shall be paid directly by the CONTRACTOR and are included in price of supplies.

- 9.8.7 The CONTRACTOR shall provide the OWNER with all necessary documents like Bill of lading, Bill of Entry, Invoices etc. These documents should have reference that "the material imported is intended for use of BPCL-MSBP Project" in case Owner avail any exemption and/or reduced custom duty.
- 9.8.8 The CONTRACTOR shall appoint a Customs House Clearing Agent of good standing and ensure speedy customs clearance.
- 9.8.9 The CONTRACTOR shall be responsible to register the Import License with Customs Authorities at the Port of Import, and to answer and sort out technical queries(if any) raised by Customs Authorities in regard to any import(s).
- 9.8.10 **The port of destination for all imports (i.e., finished goods ordered by Contractor on Overseas Suppliers) shall be as follow :**
  - (i) **Airport: Cochin International Airport, (Kochi) India**
  - (ii) **Sea Port: Kochi, India**
- 9.8.11 If Contractor is importing material/equipment under Project Import duty, in such case on the completion of the Works/Unit, the CONTRACTOR shall undertake a reconciliation of the materials imported for permanent incorporation in the production of such a Reconciliation Statement shall be a pre-condition to the release of any payment against the Final Bill and/or release of any bank guarantee furnished by way of security deposit to the OWNER.
- 9.8.12 Details of Built-in CIF Import content (Imported in the name of Contractor) shall be submitted in the **Form SP-9. All imported materials shall be 'billed to and shipped to' in the name of** Contractor.
- 9.8.13 As the above statutory provisions are frequently reviewed by Government of India (GOI), the CONTRACTOR is advised to check the latest position in their own interest and BPCL will not bear any responsibilities for any incorrect assessment of statutory levies by the CONTRACTOR.
- 9.8.14 If for any reason, other than a Change Order, the total CIF Price of imported materials mentioned in FORM SP-9 of the Price Schedule are exceeded or any penalty or other charges or higher rate of duty than applicable to relative imports is levied on the Contractor with respect thereto, the Customs Duty/penalties and other charges or levies, if any, to the extent of the excess levied, shall be to the CONTRACTOR's account and shall be borne and paid wholly by the CONTRACTOR..
- 9.8.15 High Sea Sales shall not be applicable for this contract/ Work

## 9.9 INCOME TAX

9.9.1 The CONTRACTOR shall be exclusively responsible and liable to pay all income taxes on any payments arising out of the Contract, whether payable in India or in any other jurisdiction.

9.9.2 The CONTRACTOR shall also be responsible for ensuring compliance with all provisions of the direct tax laws of India including, but not limited to, the filing of appropriate Returns and shall promptly provide all information required by the OWNER for discharging any of its responsibilities under such laws in relation to or arising out of the CONTRACT. For the lapses, if any, on the part of the CONTRACTOR and consequential penal action taken by the Income Tax department, the OWNER shall not take any responsibility whether financial or otherwise.

9.9.3 The employees of such foreign companies/concerns/Joint Ventures, their SUB-CONTRACTOR and assignees are also required to comply with various Direct tax laws of India, as applicable.

9.9.4 Withholding tax/tax deductible at source is applicable to all payments to be made to the CONTRACTOR. Withholding/deduction is required to be made at the rates specified in the Indian Income Tax Act. However, in case of non-resident contractors, lower of the rate of withholding tax as available in the relevant **Double Taxation Avoidance Convention or Agreements (DTAA)** as notified or amended from time to time as compared to the rate applicable as per relevant Finance Act will be applicable subject to certain specified documentary compliances. Therefore, it is incumbent upon the Contractor to decide and declare whether it intends to take benefits of lower rate of Withholding Tax and commit to provide necessary documents. As per extant provisions of Income Tax Act and Rules made there under following documents are mandatory for this purpose (a) **Tax Residency Certificate (TRC) issued by the competent authority of the country of residence of the Contractor** (b) **Form 10F** as described in Income Tax Rules, 1962 and (c) A declaration in specified format in lieu of Permanent Account Number (PAN).

9.9.5 The Indian Income Tax Act and rules made there under contains provisions permitting deduction of tax at a lesser rate if the CONTRACTOR is able to justify to the Income Tax Authorities such lesser rate of deduction. However, a deduction once made has to be deposited by the OWNER with the Income Tax Authorities in India and will not be adjustable by the OWNER. It is therefore in the interest of the CONTRACTOR that prior to release of any payment due to the CONTRACTOR under the Contract that the CONTRACTOR obtains, from the relevant Income Tax Authorities in India, a certificate specifying the rate of deduction/withholding of Income tax at source, failing which, payment to the CONTRACTOR shall be made by the OWNER after Withholding/deduction at the highest rate as may be applicable to the non-resident contractors as per Provisions of Income Tax Act, 1961.

## 9.10 TAX DEDUCTION AT SOURCE (TDS), IF APPLICABLE

9.10.1 At present no GST-TDS is applicable. If the same is applicable in future, the CONTRACTOR shall be exclusively responsible and liable to deduct TDS, if applicable, from the sub-contractors / sub-vendors and remit the same to the Govt. within the due date, as per GST legislation(s).

9.10.2 Deduction towards Tax on works contract according to provisions of GST Laws shall be made from Contractor's bill at rate(s) notified from time to time. A certificate for tax deducted at source by OWNER shall be provided to Contractor in accordance with applicable GST laws.

#### 9.11 PERSONNEL TAXES:-

The CONTRACTOR shall bear all personnel taxes levied or imposed on its personnel, SUB-CONTRACTOR's personnel, vendors, consultants etc. on account of payment received under this CONTRACT. Contractor shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract.

#### 9.12 BUILDING AND CONSTRUCTION WORKERS WELFARE CESS

9.12.1 BOCW is not applicable. However, in case BOCW become applicable later on, the same will be paid extra at actual against the documentary proof of submission of BOCW to relevant tax authority.

9.12.2 Notwithstanding the foregoing, Owner shall not bear any liability in respect of:

- a) Personal taxes on the personnel deployed by the Contractors, his sub-contractors and Agents, etc.
- b) The Corporate Taxes in respect of Contractor and his Sub-contractors and other Agents, Indian or foreign based.

#### 9.13 SEIGNIORAGE FEE & CESSES FOR CIVIL WORKS( If applicable )

9.13.1 As per the Govt. Of Kerala, whoever have entered into an agreement for a particular civil work and the quantities of minor minerals consumed/used in the work, should be informed to the Assistant Director of Mines and Geology.

9.13.2 The contractor will also be required to furnish to Engineer-in-Charge 'MINERAL REVENUE CLEARANCE CERTIFICATE' from the Deptt. Of Mines and Geology, wherever applicable, along with their bills for deduction of normal seigniorage fee on supply of minor materials to OWNER, as per the guidelines of the statutory body (Seigniorage Fee shall be as applicable and in force in the state of Kerala). **Non-submission of the said certificate shall lead to deduction of 6 times the normal seigniorage fee/non-processing of the bill**

#### 9.14 STATUTORY VARIATION IN TAXES AND DUTIES

Clause No. **83 of GCC** stands modified to the following extent:

No variation on account of taxes and duties, statutory or otherwise, shall be payable by OWNER to CONTRACTOR except for GST. However, any statutory variation for GST shall be payable up to contractual date of completion/extended date of completion attributable to OWNER against documentary evidence. Any reduction in the amount of GST resulting from a reduction in the rate of GST or remission or exemption from GST with respect to Goods and Services provided to the OWNER shall be refundable to the OWNER at actuals.

- 9.15 Any new taxes, duties, cess, levies notified or imposed after the submission of last Price Bid / Price implication but before the contractual date of completion/ extended date of completion attributable to OWNER shall be to OWNER's Account.
- 9.16 GST at the prevailing rate is applicable on "Liquidated Damages". This shall be recovered extra from the CONTRACTOR on the amount of such Liquidated Damages levied as per the Contractual terms.
- 9.17 GST at prevailing rate is applicable on penal recovery, if any levied under the contract and shall be recovered extra from the CONTRACTOR.

#### **10.0 FIRM PRICES**

- 10.1 Subject to Clause 9.14 above, the quoted prices shall remain firm and fixed and valid until completion of the contract and shall not be subject to escalation for any reason whatsoever.

#### **11.0 WORKS CONTRACT**

The entire work as per Scope of Work covered under this Contract shall be treated as indivisible Works Contract.

#### **12.0 DEFINITIONS**

- 12.1 The "Project" shall be MS Block Project (MSBP) of Bharat Petroleum Corporation Limited at Kochi Refinery.
- 12.2 "Unit / Plant" shall mean "NHT, PENEX, CCR and Hot Oil System".
- 12.3 'Final Completion of Works' means completion of all works in all respects in accordance with Bidding Document.

#### **13.0 TEMPORARY WORKS**

- 13.1 All temporary works, ancillary works, enabling works, including dewatering of surface and subsoil water, preparation and maintenance of temporary drains at the work site, preparation and maintenance of approaches to working areas, wherever required, for execution of the work, shall be the responsibility of the CONTRACTOR and all costs towards the same shall be deemed to have been included in the quoted prices.

#### **14.0 UNDERGROUND AND OVERHEAD STRUCTURES**

- 14.1 The CONTRACTOR will familiarise himself with and obtain information and details from Owner in respect of all existing structures, overhead lines, existing pipelines and utilities existing at the job site before commencing work. The CONTRACTOR shall execute the work in such a manner that the said structures, utilities, pipelines etc. are not disturbed or damaged, and shall indemnify and keep indemnified Owner from and against any destruction thereof or damages thereto.

#### **15.0 PROTECTION OF EXISTING FACILITIES**

- 15.1 CONTRACTOR shall obtain all safety clearance (viz. Excavation, Hot/ Cold work permit) from Owner, as may be required from time to time, prior to start of work. Work without safety permit shall not be carried out. Safety permit and fire service facility, if available, shall be provided on daily allocation basis upon application.
- 15.2 CONTRACTOR shall obtain plans and full details of all existing and planned underground services from Engineer- in- Charge and shall follow these plans closely at

all times during the performance of work. CONTRACTOR shall be responsible for location and protection of all underground lines and structures at his own cost.

15.3 Despite all precautions, should any damage to any structure / utility etc. occur, the Contractor shall contact the Engineer- in- Charge and CONTRACTOR shall forthwith carry out repair at his expenses under the direction and to the satisfaction of EIL and Owner/concerned authority.

15.4 CONTRACTOR shall take all precautions to ensure that no damage is caused to the existing pipelines, cables etc. during construction. Valve cabin of existing pipelines, other existing structures, existing stone pitching and other stabilisation measures along the track route damaged/disturbed during construction shall be repaired and restored to their original condition by CONTRACTOR after completion of construction to the complete satisfaction of Owner/ EIL.

15.5 CONTRACTOR shall in consultation with Owner/ EIL and the concerned authorities, take adequate measures for strengthening the existing electric poles, telephone poles etc. in the proximity of the pipeline / cable alignment. CONTRACTOR shall take adequate protective measures to prevent damage to these facilities during construction. CONTRACTOR shall have to adopt such method of construction as will be suitable for working in these areas using the limited space available and without causing any damage to these facilities. Contractor shall be deemed to have taken cognizance of all such constraints, etc. while working in this area and Contractor shall not be entitled to any extra claim at a later stage.

## **16.0 WORK FRONT**

16.1 The work involved under this Contract may include such works as have to be taken up and completed after other agencies have completed their jobs. The CONTRACTOR will be required and bound to take up and complete such works as and when the fronts are available for the same and no claim of any sort whatsoever shall be admissible to the CONTRACTOR on this account. Only extension of time limit shall be admissible, if the availabilities of work fronts to the CONTRACTOR are delayed due to any reason not attributable to the CONTRACTOR.

## **17.0 SETTING OUT OF WORK**

17.1 The Engineer-in-Charge shall furnish the relevant existing grid point with Bench Mark, on the land. It shall be CONTRACTOR'S responsibility to set out the necessary control points in and to set out the alignment of the various works. The CONTRACTOR shall employ an efficient survey team for this purpose and the accuracy of such setting out works shall be the CONTRACTOR'S responsibility.

17.2 The CONTRACTOR shall give the Engineer-in-Charge not less than 24 (Twenty four) hours notice in writing of his intention to set out or give levels for any part of the work so that arrangements may be made for checking the same.

17.3 Work shall be scheduled so as to enable checking lines and levels on any part of the work.

17.4 The CONTRACTOR shall within the scope of work provide all assistance, tools, gauges and instruments required to enable the Engineer-in-Charge to check the setting out of works.

## **18.0 CHECKING OF LEVELS**

18.1 The Contractor shall be responsible for checking levels, orientation plan of all foundations, foundation bolts, etc., well in advance of taking up the actual erection

work and bring to the notice of Engineer-in-Charge discrepancies, if any. In case of minor variations in levels etc. the Contractor shall carry out the necessary rectifications to the foundations within his quoted price.

18.2 The Contractor shall also be responsible for checking with templates, wherever necessary, the disposition of foundation bolts with the corresponding bases of structure and shall effect rectifications, as directed, within his quoted rate.

## **19.0 CONSTRUCTION AIDS, EQUIPMENTS, TOOLS & TACKLES**

19.1 The CONTRACTOR shall be solely responsible for making available for executing the work all requisite construction equipments, Special Aids, Barges, Vehicles, Cranes and all tools, tackle and testing equipment and appliances (hereinafter in this clause collectively referred to as the "equipments") including import thereof as required. In case of imports the rates applicable for levying Custom Duty on such equipments and the duty draw back applicable thereon shall be ascertained by the CONTRACTOR from the concerned authorities of the Government of India. It shall be clearly understood that OWNER shall not in any way be responsible for arranging Custom Clearance and/or for payment of any duties or other levies on such equipments and the CONTRACTOR shall be fully responsible for all taxes, duties, levies and charges whatsoever and documentation with regard thereto. No adjustment whatsoever in Contract Price shall be permissible for any change in customs duties or on other levies or on drawbacks applicable in respect of such equipment brought in to India.

## **20.0 WORKING HOURS**

20.1 Contractor shall mobilize sufficient work force, machinery, equipments etc. so as to complete the job by working in normal working hours prevailing at Site of Owner. However, depending upon the requirement, time schedule/ programmes and the target set to complete the job in time, the works may have to continue beyond normal working hours to the extent of round the clock and Holidays also, for which no extra claim shall be entertained.

## **21.0 LABOUR LICENSE**

21.1 Before starting of Work, the CONTRACTOR shall obtain a license from the concerned authorities under the Contract Labour (Abolition and Regulation) Act, 1970 and shall furnish copy of the same to the OWNER. The labour license for the appropriate labour shall be valid for the total contractual period including extended period, if any.

## **22.0 REGISTRATION OF THE CONTRACTOR WITH STATUTORY AUTHORITIES**

22.1 Within 30 days of execution of the Contract, the CONTRACTOR shall, in so far as necessary, register itself and the Contract at their own cost with the statutory authorities as required under the rules and regulations governing in India. The Contract Price shall be deemed to include all costs towards the same. A copy of all documents related to all such registration shall be submitted to OWNER for record.

## **23.0 ESI / EPF**

The Contractor shall comply with the statutory obligations under the PF and ESI Act. If there is any default on the part of the contractor in this regard, payment of bills will be kept in abeyance till clearance of PF and / or ESI dues or the said dues will be recovered from the bills and paid to the authorities concerned.

ESI / EPF scheme shall be as follows :

- 23.1 The Contractor shall cover all employees engaged by him or through subcontractors under ESI as well as EPF Acts as per provisions of Acts and shall submit necessary records and returns in proof of compliance of these statutory enactments, as a mandatory requirement.
- 23.2 Contractor shall defend, indemnify and hold the Owner harmless from any liability or penalty which may be imposed by the Central, State, Local or other statutory authority for any violation of labour enactments or any other enactments, by the Contractor or his sub-contractor.
- 23.3 The Contractor shall furnish additional Security Deposit of 1% (One Percent) of the total contract value (in addition to the Security Deposit of 10% as per Clause 19 of GCC) towards Security for the compliance of the terms and conditions of this Contract and the provisions of the ESI and EPF Acts & Rules.
- 23.4 The Security Deposit of 1% (One Percent) shall be furnished either by Demand Draft or by Bank Guarantee from any Schedule Bank in the format acceptable to Owner in favour of Bharat Petroleum Corporation Ltd. and can be executed separately or it may be clubbed with the normal Security Deposit of 10% provided under Clause 18 of GCC.
- 23.5 The Owner shall pay, in advance, the contributions of all the Contractors to the concerned authorities, on a month to month basis. Upon such payment, the Owner shall have right to recover such amounts paid to the concerned authorities from the running account bills/any amount payable by the Owner to the Contractor. In case the Contractor commits any delay or default in complying with any of the terms and conditions of this Contract and/or the provisions of the said ESI and EPF Acts and Rules, or if the amount so paid by the Owner to the concerned authorities could not be recovered by deduction from the running account bills/any amount payable by the Owner to the Contractor, due to whatever reasons, the Owner shall be at liberty to enforce the Bank Guarantee or to encash the Demand Draft, as the case may be, and adjust the amount so realized against its dues.
- 23.6 Where the Contractor has furnished a single Bank Guarantee/Demand Draft against his entire obligations as per Clause 18 of GCC and Clause 23.3 above [i.e., Security Deposit of 11% (Eleven Percent)], the Owner shall be at liberty to enforce / encash the combined Bank Guarantee/Demand Draft in full or in part, and adjust the required amount out of such amount realized.
- 23.7 The employees drawing salary above ESI ceiling should be covered under Workmen Compensation Policy.

In the case of employees who are getting above Rs. 21,000/- as wages and not covered under the ESI/EPF Schemes, the successful contractor or his sub-contractor(s) shall pay the wages of such workers through their respective bank accounts. Exemption to such workers from the coverage of ESI/EPF schemes shall be granted only after contractors submit details of payment of wages to their workers through their respective bank accounts. Contractors seeking exemption of such workers from coverage of ESI/EPF Schemes shall submit copy of the pass book of respective contract worker(s) during enrolment and copy of the pass book showing the remittance made while renewing their passes, failing which such passes will not be renewed.

## **24.0 UTILISATION OF LOCAL RESOURCES**

- 24.1 The CONTRACTOR shall ascertain the availability of local Sub-Contractors and skilled/unskilled manpower and engage them to the extent possible for performance of the works.
- 24.2 The CONTRACTOR shall not recruit personnel of any category from among those who are already employed by the other agencies working at the site unless NOC to this effect is obtained from present employer, but shall make maximum use of local labour available.

## **25.0 LABOUR**

- 25.1 The Contractor shall make his own arrangements for the engagement of all labour for doing the work at site or in respect of or in connection with the execution of work as also for the transport, housing, feeding and payment thereof.
- 25.2 The Contractor shall provide on the site, an adequate supply of drinking and other water for the use of the Contractor's staff and labours. The construction area shall be properly illuminated so that work is performed safely and to achieve the required progress at construction site.
- 25.3 The Contractor shall not import, sell, give, barter or otherwise dispose of any alcoholic liquor, or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his sub-Contractor/s, his/ their servants, agents or employees.
- 25.4 The Contractor shall not give, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid by his sub-Contractor/s, his/their servants, agents or employees.
- 25.5 The Contractor shall in all dealings with labour in his employment have due regard to all recognised festivals, days of rest and religious or other customs.
- 25.6 In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.
- 25.7 The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riots or disorderly conduct by or amongst his employees/labour and for the preservation of peace and protection of persons and property in the neighbourhood of the works against the same.
- 25.8 The Contractor shall at all times during the continuance of the contract comply fully with all existing Acts, Regulations and bye laws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments and acts that may be passed in future either by the State or the Central Government or local authority, including Indian Workmen's Compensation Act., Contract Labour (Regulation and Abolition) Act, 1970 and Equal Remuneration Act, 1976, Factories Act, Minimum Wages Act, Provident Fund Act, etc., and sanitary arrangement for the said Act. Health and Sanitary Arrangements for workmen, Insurance and other benefits etc., and shall indemnify and keep the Owner/Engineer-in-Charge indemnified in case any proceedings are taken or commenced by any authority against the Owner/Engineer-in-Charge for any contravention of any of the laws, bye laws or scheme by the Contractor. If as a result of Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the Owner/Engineer-in-Charge is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the Owner/Engineer-in-Charge shall be

entitled to deduct the same from any money due or that may become due to the Contractor under this contract or any other contract or otherwise recover from the Contractor any sums which the Owner/Engineer-in-Charge is required or called upon to pay or reimburse on behalf of the Contractor. All registration and statutory inspection fees in respect of his work pursuant to the contract shall be paid by the Contractor.

25.9 The Contractor shall pay the labourers engaged by him on the work not less than a fair wage, which expression shall mean, whether for time or piece work, rates of wages as may be fixed by the Public Works Department as fair wages for **Kerala Region** payable to the different categories of labourers or those notified under the Minimum Wages Act.

There exists a wage settlement agreement between Contractor's association and Labour union for BPCL Kochi Refinery jobs and the same is subject to change as per their agreement, bidders are requested to take note of the same while bidding and no increase in Contract value will be permitted on account of this during the course of execution of the Project or at any point of time after award of contract.

25.10 The Contractor shall notwithstanding the provisions of any contract to the contrary, cause to be paid a fair wage to the labourers indirectly engaged by sub-Contractors in connection with the said works as if the labourer had been directly employed by him.

25.11 The Contractor shall maintain records of wages and other remuneration paid to his employees in such form as may be convenient and to the satisfaction of the Owner/Engineer-in-Charge and the Conciliation Officer (Central), Ministry of Labour, Government of India, or such other authorised person appointed by Central or State Government and the same shall interalia include the following particulars of each worker:

- i) Name, works number and grade.
- ii) Rate of daily or monthly wage.
- iii) Nature of work on which employed.
- iv) Total number of days worked during each wage period.
- v) Total amount payable for the work during each wage period.
- vi) All deductions made from the wage with details in each case of the ground for which the deduction is made.
- vii) Wage actually paid for each wage period.

25.12 The Contractor shall comply with all the precautions as required for the safety of the workmen by I.L.O. convention (No. 62) as far as they are applicable to the contract. The Contractor shall provide all necessary safety appliances e.g., safety shoes, hand gloves, full body harness, goggles, helmets, masks, etc.(as applicable) to the workmen and the staff.

25.13 LABOUR COLONY: Contractor shall establish/construct labour colony outside the refinery complex for his skilled/Semi-skilled/Unskilled workers and shall provide the facilities as per clause no 3.3.16 of Standard specification for health, safety and environment management at Construction site no 6-82-0001 attached elsewhere in the Bidding Document. Contractor shall arrange land for Labour colony at his own cost.

25.14 While engaging workers/employees by the successful bidder/tenderer/ contractor (hereinafter referred to as the "CONTRACTOR") in connection with the execution of the jobs awarded by BPCL-KR, the contractor shall give preference to the evictees to whom ID cards have been issued by BPCL-KR, and who meet the eligibility conditions of the contractor & subject to the law, rules and regulations in force.

**26.0 FUEL REQUIREMENT OF WORKERS**

26.1 The CONTRACTOR shall be responsible to arrange for the fuel requirement of his workers and staff without resorting to cutting of trees and shrubs. Cutting of trees and shrubs is strictly prohibited for this purpose.

**27.0 RESPONSIBILITY OF CONTRACTOR**

27.1 It shall be the responsibility of the CONTRACTOR to obtain the approval for any revision and/or modifications decided by the CONTRACTOR from the OWNER/ Engineer-in-Charge before implementation. Also such revisions and/ or modifications if accepted/ approved by the OWNER / Engineer-in-Charge shall be carried out at no extra cost to the OWNER. All expenses towards mobilisation at site and demobilisation including bringing in equipment, work force, materials, dismantling the equipment, clearing the site etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.

27.2 It shall be responsibility of the CONTRACTOR to provide, operate and maintain all necessary construction equipment, steel scaffoldings and safety gadgets, cranes/ derrick and other lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all the jobs as per time schedules without any extra cost to the OWNER.

27.3 Preparing approaches and working area for the movement and operation of the cranes/ derrick, levelling the areas for assembly and erection shall also be responsibility of the CONTRACTOR. The CONTRACTOR shall acquaint himself with access availability facilities, such as railway siding, local labour etc., to provide suitable allowances in his quotation. The CONTRACTOR may have to build temporary access roads to aid his own work, which shall also be taken care of while quoting for the work.

27.4 The CONTRACTOR shall be responsible for procurement and supply in sequence and at the appropriate time of all equipments/ materials and consumables and his rates for execution of work will include supply of all these items, other than specifically mentioned in the Owner's scope of supply.

27.5 The contractor shall make all provisions for monsoon protection cover to ensure that there shall not be any stoppage/ hindrance in working during monsoon season.

27.6 Area for Installation of batching plant shall not be made available by Owner. Contractor to establish **a batching plant of suitable capacity outside refinery premises** as per approved procedure or arrange for ready-mix concrete from reputed RMC supplier with prior approval as per approved procedure.

27.7 Clause No. 33 of GCC (Contractor's office at site) shall be modified as follows: Due to paucity of space inside the complex, contractor shall not be allowed to construct office of permanent nature within the Project area. Contractor shall provide and maintain office as Portable Cabins within **a space of 8 mtr. X 16 mtr.** at the site for accommodation for his Officers and staff and shall relocate as and when required to facilitate Site Works.

27.8 The CONTRACTOR shall remove all temporary buildings / facilities etc. before leaving the site after completion of works in all respect.

**28.0 COORDINATION WITH OTHER AGENCIES**

28.1 CONTRACTOR shall be responsible for proper coordination with other agencies operating at the site of work so that work may be carried out concurrently, without any

hindrance to others. The Engineer-in-Charge shall resolve disputes, if any, in this regard, and his decision shall be final and binding on the CONTRACTOR.

28.2 If and when required for the coordination of the works with other agencies involved at site, the CONTRACTOR shall within the scope of work, re-route and/or prepare approaches and working areas as may be necessary.

## **29.0 CLEARANCE OF SITE ON COMPLETION**

29.1 Upon the issue of the taking-over certificate the Contractor shall clear away and remove from the part of the site to which such taking-over certificate relates all Contractors equipment, rubbish and temporary work of every kind and leave such part of the site and works clean and in a workmanlike condition to the satisfaction of the Engineer-in-Charge. Provided that the Contractor shall be entitled to retain on site, until the end of the defects liability period, such materials, Contractors equipment and temporary works as are required by him for the purpose of fulfilling his obligations during the defects liability period.

## **30.0 QUALITY MANAGEMENT SYSTEM**

30.1 The CONTRACTOR shall adhere to the quality management system as per Section A-3.14 of Bidding Document. After the award of the contract, detailed quality assurance programme to be followed for the execution of contract shall be submitted by CONTRACTOR.

## **31.0 HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT**

31.1 The CONTRACTOR shall adhere to the Health, Safety and Environment (HSE) management system and Oil Industry Safety Directorate (OISD) Guidelines – 192 & 207 as per **Annexure-III** to SCC.

31.2 In case CONTRACTOR fails to follow the instructions of Engineer-in-charge with respect to above clauses, next payment due to him shall not be released till CONTRACTOR complies with the instructions to the full satisfaction of Engineer-in-charge.

31.3 In addition to the provisions on Safety specified in the Bidding Documents and other applicable statutory requirements, penalty as per EIL Specification No. 6-82-0001 and as specified in as specified in **Annexure-IV** to SCC shall also be leviable for violations relating to Safety, Health & Environment. In case of contradiction in Penalty rates, most stringent shall be applicable.

31.4 The CONTRACTOR shall be required to take a suitable Insurance Policy with a view to cover themselves against the above penalties and submit a copy of the said policy to the Engineer-in-Charge before possession of site is given to them.

### **31.5 Access to Site**

The Contractor shall obtain prior permission of the Owner/Engineer-in-Charge before any person not directly connected with the works visits the site. Contractor shall obtain prior permission for his workers gate pass/for materials etc., as may be required to carry out the works inside the plant premises from the Owner/Engineer-in-Charge and shall follow the rules and regulations of CISF/Owner/Engineer-in-Charge which may be enforced from time to time for entry or exit.

Contractor shall make adequate arrangements for uninterrupted working during monsoon season at site.

31.6 **Hindrance to Work:** The Contractor may be required to suspend work for a short time / period in certain areas for the safety requirement. The Contractor should strictly comply with the instruction from the Engineer-In-Charge from time to time at no extra cost. Any obstruction/hindrance to the work from labour, unions, etc. Shall be settled by the Contractor for successful completion of job within the Contractual completion date, as per scope of Contract.

### **32.0 SITE ORGANISATION**

32.1 The CONTRACTOR shall without prejudice to his overall responsibility to execute and complete the works as per specifications and time schedule, progressively deploy key personnel as specified in the Special Instruction to Bidders together with skilled/ unskilled manpower and augment the same as decided by Engineer-in-Charge depending on the exigencies of work to suit the construction schedule without any additional cost to OWNER. In addition to this CONTRACTOR shall deploy Safety Supervisors to ensure safer working conditions at site.

32.2 Qualification and experience of Key Personnel to be deployed for this work shall be as per **Annexure-IX** to SCC.

### **33.0 CONSTRUCTION EQUIPMENT AND MECHANISATION / MODULARIZATION OF CONSTRUCTION ACTIVITIES**

33.1 Contractor shall, without prejudice to his overall responsibility to execute and complete the Work as per specifications and time schedule, adopt as far as practicable, mechanized / modular construction techniques for major site activities. However, Contractor agrees that he will deploy minimum construction equipment and tools & tackles as specified in Special Instructions to Bidders provided in the Bidding Document for different activities in consultation with the Engineer-in-Charge during execution of works.

The Contractor shall mechanise / modularize the construction activities to the maximum extent by deploying all necessary construction equipment/machinery in adequate numbers and capacities.

For speedy execution of work, Contractor shall also ensure use of computer software for at least the following:

- (i) Billing
- (ii) Planning & Scheduling
- (iii) Progress Reporting
- (iv) Material Control & Warehousing
- (v) Safety Records
- (vi) Resource Deployment
- (vii) Communication
- (viii) Reporting of non conformances

33.2 Contractor further agrees that Contract price is inclusive of all the associated costs, which he may incur for actual mobilization, required in respect of use of mechanized construction techniques and that the Owner/Engineer-in-Charge in this regard shall entertain no claim whatsoever.

**34.0 CONSTRUCTION**

- 34.1 The CONTRACTOR shall within the scope of work observe in addition to specifications, all national and local laws, ordinances, rules and regulation and requirements pertaining to the work.
- 34.2 Various procedures and methods to be adopted by CONTRACTOR during the construction as required in the respective specifications shall be submitted to OWNER in due time and well in advance of the specific work for approval.
- 34.3 The CONTRACTOR shall carry out required supervision as per Quality Assurance Plan and furnish all assistance required by the OWNER/EIL in carrying out inspection work. The OWNER/EIL will have authorised representatives present who shall have free access to the work at all times. If an OWNER's/EIL's representative notifies the CONTRACTOR'S representative of any deficiency in any work or in the supervision thereof, the CONTRACTOR shall make every effort to carry out such instructions consistent with best industry practice.

**35.0 DRAWINGS**

- 35.1 The drawings accompanying the Bidding Document are generally indicative of scope of work and are issued for bidding purpose only. Final construction shall be carried out as per the drawings prepared by the CONTRACTOR and reviewed by the OWNER or EIL during the course of execution.
- 35.2 The design criteria, specifications and other engineering requirements and information required for designing the system are included in the Bidding Document. The CONTRACTOR shall prepare basic and detailed engineering drawings and other documents as required for performing or completing the Work. The CONTRACTOR shall also be responsible for generating or acquiring such additional data or information as may be required to perform the engineering, procurements, fabrication, transportation, installation, testing, pre-commissioning or commissioning activities.
- 35.3 All drawings requiring approval shall be transmitted to EIL. The successful CONTRACTOR shall establish a compatible system with that available with the EIL for transmission of drawings which require approval, and extension of time shall not be permissible on account of any delay in transmission of drawing for approval or for consequent approval of drawings. The drawings/ documents submitted by the CONTRACTOR shall be reviewed by EIL/Owner.
- 35.4 During such review, EIL and/or the OWNER may suggest modifications in the drawings/documents. So long as the modifications suggested are to meet the technical requirements or the specifications or are designed towards the efficient operation of the Plant without altering the basic design parameters given in the Bidding Document, these shall be carried out by the CONTRACTOR within the scope of relative work or supply without extra cost to the OWNER or extra time irrespective of the fact that these requirements have not been detailed in Bidding Document or in the CONTRACTOR'S bid.
- 35.5 Review of design/drawings is not obligatory on the part of EIL/OWNER and complete correctness/soundness of the design/drawings shall be the sole responsibility of the CONTRACTOR irrespective of the fact whether the same has been reviewed by EIL /OWNER or not.
- 35.6 Notwithstanding review of designs & drawings by EIL /OWNER, any defect observed during commissioning and/or operating the Plant or otherwise shall be rectified by the

CONTRACTOR forthwith by carrying out all necessary modifications, repairs, replacements and/or re-construction, as the case may be, within the scope of Work and scheduled time and without any extra cost to the OWNER.

35.7 The cost of preparing, submitting, correcting, modifying, re-performing and/or re-submitting all documents and drawings furnished shall be included in the scope of Work and the lumpsum price of services/work, and the term "drawing" in the detailed specifications shall, unless excluded by context mean the drawings prepared by the CONTRACTOR and reviewed by OWNER/ EIL.

### **36.0 MAKE OF MATERIALS**

36.1 All equipment and materials to be supplied under this Contract shall be from approved vendors as indicated in the Technical Volume of the Bidding Document.

36.2 Where the makes of materials are not indicated in the Bidding Document, the CONTRACTOR shall furnish details of proposed makes for supplies and supply the same after obtaining the OWNER's/Engineer-In-Charge's approval.

### **37.0 SITE CLEANING**

37.1 The CONTRACTOR shall clean and keep clean the work site from time to time to the satisfaction of the Engineer-in-Charge for easy access to work site and to ensure safe passage, movement and working.

37.2 If the work involves dismantling of any existing structure in whole or part, care shall be taken to limit the dismantling upto the exact point and/ or lines as directed by the Engineer-in-Charge and any damage caused to the existing structure beyond the said line or point shall be repaired and restored to the original condition by the CONTRACTOR at his cost, to the satisfaction of the Engineer-in-Charge, failing which the same shall be rectified/restored at the risk and cost of CONTRACTOR by Engineer-In-Charge, whose decision shall be final and binding upon the CONTRACTOR.

37.3 The CONTRACTOR shall be the custodian of the dismantled materials till the OWNER / Engineer-in-Charge takes charge thereof.

37.4 The CONTRACTOR shall dispose off the unserviceable materials, debris etc. to any area within premises/ other area as directed by the Engineer-in-Charge.

37.5 The CONTRACTOR shall sort out, clear and stack the serviceable materials obtained from the dismantling/ renewal at places as directed by the Engineer-in-Charge.

37.6 No extra payment shall be paid on this account. The Prices/ Rates quoted in SOR/SOP are deemed to be inclusive of all the costs towards all the above activities as well.

### **38.0 ELECTRICAL WORKS**

38.1 Subject to provisions of the General Conditions of Contract, the inspection and tests as required under Indian Electricity Rules-1956 and prescribed in I.S.732 (Part-III) - 1982 shall be conducted.

38.2 All tests clearances and certificates required by the State Government authorities for energising/ commissioning the electrical system laid by the Contractor shall be obtained by the Contractor at his costs and initiative, for which the Contractor shall

perform such tests and undertake such rectification and/ or changes as may be required.

38.3 The CONTRACTOR or its nominated Sub-Contractor(s), as the case may be, shall have a valid electrical contractor's license from Kerala Licensing Authority for executing Electrical works in the state of Kerala. The Contractor shall furnish a copy of the same to Engineer-in- Charge before commencement of any electrical work or work pertaining to Electrical System. No electrical work or work pertaining to electrical system(s) shall be permitted to be executed without a valid Electrical Contractors License being produced by the CONTRACTOR.

### **39.0 STATUTORY APPROVALS**

39.1 Unless otherwise specified in the Bidding Document, it shall be the CONTRACTOR'S sole responsibility to obtain all approvals from any authority (except for environment clearance) required under any statute, rule or regulation of the Central or State Government concerned for the performance of the contract and/or the contractual work. The application on behalf of the OWNER for submission to relevant authorities alongwith copies of required certificates complete in all respects shall be prepared and submitted by the CONTRACTOR well ahead of time so that the actual construction/commissioning of the works is not delayed for want of the approval/inspection by the concerned authorities. The CONTRACTOR shall arrange for the inspection of the works by the authorities and will undertake necessary coordination and liaison required and shall not be entitled to any extension of time for any delay in obtaining such approvals.

39.2 Statutory fees, if any, paid for all such inspections and approvals shall be reimbursed at actuals to the CONTRACTOR by the OWNER on production of documentary evidence.

39.3 Any deficiency (ies) as pointed out by any such authority shall be rectified by the CONTRACTOR within the scope of relative supply and/or work at no extra cost to the OWNER. The inspection and acceptance of the work by such authorities shall, however, not absolve the CONTRACTOR from any of its responsibilities under this contract.

### **40.0 SUB-CONTRACTING**

40.1 A minimum of the following activities shall be performed by the CONTRACTOR directly and shall not be sub-contracted:

- Project Management
- Planning
- Procurement
- Construction Management
- Pre-commissioning, Commissioning Assistance & PGTR Assistance

40.2 If the CONTRACTOR is required to engage a Sub-Contractor for any part of work, then such Sub-Contractors shall have prior proven experience of similar work and shall require specific approval by EIL/OWNER after award of work. The list of construction sub-contractors proposed in the Bids by the Bidders shall be considered as indicative only.

40.3 Following the notification of Acceptance of Bid, the CONTRACTOR will submit to the OWNER for approval the details of Sub-Contractors as per **Annexure-V to SCC**. CONTRACTOR shall ensure that very competent and resourceful agencies with proven track record and performance should be proposed for the work to be sub-contracted.

40.4 The Contractor shall deploy all manpower relating to works at site i.e Project Manager, Quality Control Engineers for various disciplines, Planning Engineers and Front Line supervisors for Civil, Mechanical, Piping, Electrical and Instrumentation works, as applicable from his Organization. Sub-contracting of above manpower requirement shall not be permitted under any circumstances.

#### **41.0 ADDITIONAL WORKS/EXTRA WORKS**

41.1 OWNER reserves the right to execute any additional works/extraworks, during the execution of work, either by themselves or by appointing any other agency, even though such works are incidental to and necessary for the completion of works awarded to the CONTRACTOR.

#### **42.0 INSURANCES**

Contractor will arrange Comprehensive Insurance Policy covering Marine, Inland Transit Insurance (in India) and Site Erection/Storage Insurance, as follows:

42.1 Contractors All Risk Insurance covering loss or damage of (a) All supplied materials, equipments etc. forming part of the works, marine transit policy, transit insurance from the Contractor's, sub-contractor's, Vendor's/Manufacturer's works and/or warehouse until arrival at the site for the materials; (b) Constructional plant & equipment to be provided by the Contractor or its Sub-contractor(s) and (c) Covering physical loss or damage to the Works during erection at the site.

42.2 The Contractor shall also take out and keep in force adequate Insurance to cover all risks

- (a) In respect of their personnel deputed to work under the Contract.
- (b) In respect of their own as well as hired equipment, tools, materials, and Covering use of all automobiles and transport such as cars, trucks, aircraft etc. and operational facilities.
- (c) Third Party Insurance covering bodily injury or death suffered by third parties and loss or damage to third party property occurring in connection with execution of the Works.

42.3 CONTRACTOR shall carry and maintain any and all other Statutory Insurance(s) required under Indian Laws and Regulations, including Workmen Compensation Act / Employee State Insurance / Third Party Liabilities, etc. and Insurances for their personnel and machineries / equipments/ Vehicles engaged in performance of the work at Contractor's own cost.

42.4 Irrespective of work acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities and obligations under the contract.

**42.5** Contractor shall provide the Owner with a copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Owner immediately upon the Contractor having taken such insurance coverage. Contractor shall also inform the Owner at least 60 (Sixty) days in advance regarding the expiry, cancellation and/or changes in any such documents and ensure revalidation/renewal, etc. as may be necessary well in time.

#### **43.0 DISTINCTION BETWEEN FOUNDATION AND SUPERSTRUCTURE**

43.1 To distinguish between work in foundations and superstructure, the following criteria shall apply:

43.2 For all Equipment pedestals, pipe racks, other foundations and RCC structures, work done upto 300mm level above finished grade level will be taken as work in foundation and work above this level will be treated as work in superstructures and payments would be made accordingly. For retaining walls, work done upto 300mm above the lowest of the Finished ground level on the either side of the retaining wall will be taken as work done in foundation.

43.3 For buildings only, all works upto level corresponding to finished floor level shall be treated as work in "Foundation and Plinth" and all works above the finished floor level shall be treated as "Work is superstructure".

43.4 Irrespective of what has been stated above, all pipe sleepers and any similar item would be taken as work done in foundations irrespective of locations, nomenclature, and levels given anywhere.

43.5 Where not specifically pointed out, all works in cellars/sumps, tank pads, cable trenches or such similar items would be taken as work in foundations.

#### **44.0 LABOUR MANAGEMENT**

**44.1 Provision of ESI Act & PF Act:**

- (i) Contractor shall adhere to all provisions of ESI & PF Act and make contribution to ESIC and PF in respect of their workmen and submit all necessary clearance documents to the Engineer-in- Charge.
- (ii) The Bidder shall furnish independent P.F. Code applicable to them or their firm, if there is any, while bidding for the tender.

**44.2 Provision of facilities to be provided by the Contractor to workers:**

For all Contractor(s) under which 50 or more persons are working, the Contractor shall provide the following facilities to the workers and their quoted rates shall be deemed to cover these facilities:

- i. Arrangement for First Aid,
- ii. Arrangement for clean and potable drinking water,
- iii. Toilet,
- iv. Canteen where tea and snacks are available,
- v. Rest Room
- vi. A crèche where 10 or more women workers are having children below the age of 6 years.

vii. Any other facilities/utilities as may be required under the Contract.

Owner shall not pay extra amount for providing above facilities by the Contractor.

Contractor shall provide the following facilities to the workers as per HSE Specification enclosed in the Bidding Document and their quoted Prices/ Rates shall be deemed to cover these facilities.

Owner shall not pay extra amount for providing above facilities by the Contractor.

#### 44.3 Contract Labour gate passes:

- i) The Contractor, at his own cost, shall arrange for gate passes of contract labours including their photographs. Owner shall not pay any amount to the Contractor on this account.
- ii) Return of Contract Labour Passes on completion of contract work.

Immediately after completion of a particular contract, the Contractor shall return the gate passes of contract labours to CISF without fail through the concerned Engineer-in-Charge. This is a very essential requirement of the contract. Contractor is to note that their final bill shall not be processed for payment until a certificate to this effect is issued by Engineer-in-charge / OWNER.

#### 45.0 **GOVERNMENT OF INDIA NOT LIABLE**

45.1 It is expressly understood and agreed by and between the CONTRACTOR and the OWNER that the OWNER is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the OWNER is an independent legal entity with power and authority to enter into contracts, solely in its own behalf under the applicable laws of India and general principles of Contract Law. The CONTRACTOR expressly agrees, acknowledges and understands that the OWNER is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue the Government of India on any matter, claim, cause of action or thing whatsoever arising of or under this contract.

#### 46.0 **PACKING, FORWARDING AND SHIPMENT**

##### 46.1 Imported Supplies

46.1.1 The CONTRACTOR wherever applicable, shall after proper painting, pack and crate all items for shipment in a manner suitable for export to a tropical, humid climate in accordance with internationally accepted export practices and in such a manner so as to protect them from damage and deterioration in transit by road, rail and/or sea and during storage at the site till the time of erection. The CONTRACTOR shall be responsible for all damage(s) due to improper packing.

46.1.2 The CONTRACTOR shall notify the OWNER of the date of each shipment from the port of embarkation as well as of the expected date of arrival of such shipment at the designated port of arrival only for the OWNER's information.

46.1.3 The CONTRACTOR'S notification shall give complete shipping information concerning the weight, size and content of each package and such other information OWNER may require.

Custom Duty for imported material (if any) shall be borne by Contractor.

#### 46.2 Indigenous Supplies

46.2.1 The CONTRACTOR shall, wherever applicable, after proper painting, pack and crate all items in such a manner as to protect them from deterioration and damage during rail and road transportation to the site and during storage at the site till the time of erection. The CONTRACTOR shall be responsible for all damage(s) due to improper packing.

46.2.2 The CONTRACTOR shall notify OWNER of the date of each shipment from his/vendor's works and expected date of arrival at the site for the information of OWNER.

46.2.3 The CONTRACTOR'S notification shall also give all shipping information concerning the weight, size and content of each packing and such other information as the OWNER may require.

#### 46.3 Domestic Invoices

46.3.1 The following documents shall be sent to the OWNER/ EIL within 3 (three) days from the date of shipment:

- a) Invoice (2 copies)
- b) Packing List (2 copies)
- c) Test Certificate (4 copies)
- d) Railway receipt/Lorry receipt (2 copies)

46.4 The CONTRACTOR shall be responsible for loading, unloading and other handling of all materials commencing from manufacturers/suppliers' work/port of disembarkation till the material is erected, tested and commissioned. He shall be solely responsible for transportation/shipment, proper storage and safe custody of all equipment and materials

### **47.0 CERTIFICATE OF VERIFICATION & GOOD CONDITION**

47.1 The CONTRACTOR shall before supply of material covered within the scope of supply at his own risks, cost and initiative undertake or cause to be undertaken all tests, analysis and inspections as shall be required to be undertaken with regard to the materials under the specifications and any codes, practices, orders and instructions with respect thereto and cause the results thereof to be recorded, reported or certified, as the case may be, and shall not offer for delivery or deliver any material which has not passed such tests/analysis or Inspection and which are not accompanied by the

test results, reports and/or certificates in this behalf provided in the applicable specifications, code(s) and or practices.

47.2 On arrival of the material at site the CONTRACTOR shall give a written notice thereof to the Engineer-in-charge and Site engineer or Inspection Agency notified by the OWNER in this behalf to inspect the materials, and shall keep in readiness for the inspection the materials and the relevant test results, reports and certificates applicable thereto.

47.3 Notwithstanding any other provisions in the Contract documents for analysis or tests of materials and in addition thereto, the CONTRACTOR shall if so required by the Engineer-in-charge or site Engineer/Inspection Agency in writing at its own risks and costs, analysis, test, prove and/or weigh all materials (including incorporated materials) required to be analysed, tested, proved and/or weighed by the Engineer-in-Charge or site Engineer/Inspection Agency and shall have such analysis/test conducted by the Agency(ies) or Authority(ies) if any, specified by the Engineer-in-Charge or site Engineer/Inspection Agency. The CONTRACTOR shall provide all equipment, labour, materials and other things whatsoever required for testing, preparation of the samples, measurement and/or proof of weighment of the material as directed by the Engineer-in-Charge or site Engineer/Inspection Agency.

47.4 If on inspection or proof, analysis or tests as aforesaid or otherwise the Engineer-in-Charge or site engineer/Inspection Agency nominated by the OWNER in this behalf is prima-facie satisfied that the material received is in conformity with the material requirements of the Bill of Materials, the description given in the shipping documents and in the CONTRACTOR'S invoices in this behalf and that the test reports/results/Certificates given in respect thereof are prima-facie in conformity with the relevant result(s), report(s), certificate(s) required in respect thereof in terms of the specifications and/or relevant codes and practices, and that the material appears to be prima-facie in good order and condition, the Engineer-in-charge shall issue to CONTRACTOR a Certificate of Verification and Good Condition in respect of such material, and this shall constitute the Certificate of Verification and Good Condition which is envisaged in the Contract documents.

47.5 Such certificate is only intended to satisfy the OWNER that prima-facie the material supplied by the CONTRACTOR is in order and shall not otherwise absolve the CONTRACTOR of his/its full responsibility under the contract in relation thereto, including in relation to specification fulfilment and/or performance or other guarantees.

#### **48.0 PROVISION OF FABRICATION SHED**

48.1 No separate area for carrying out fabrication of contractor's supply items such as piping and structural steel works, etc. shall be provided by Owner within the Refinery/Project premises.

Owner shall provide land for an area of approx.6000 m<sup>2</sup> space outside the refinery premises for fabrication and storage of fabricated materials and all bought out materials in Contractor's scope of supply.

CONTRACTOR shall provide all weather fabrication sheds at their fabrication yard for all prefabrication of piping and structural works to the satisfaction of Engineer-in-Charge.

**49.0 PROVISION OF PROPER WAREHOUSING**

49.1 In line with requirements specified in GCC and specifications, materials shall be properly stored by Contractor in his warehouse to enable easy traceability, handling and preservation with all materials having proper identification marks, colour coding etc. In case Contractor fails to follow the specified requirements, next payment due to him shall not be released till he complies with all the requirements to the satisfaction of Engineer-In-Charge.

**50.0 WATER FILLING & WATER DISPOSAL**

50.1 The details proposed for hydrostatic testing shall be furnished by the Contractor for review/approval of Engineer-in-charge on award of contract, taking into account the completion schedule. The necessary piping, pumps etc. shall be provided by the Contractor. The final disposal of water after testing shall also be Contractor's responsibility. Suitable drains shall be provided for this purpose as directed by the Engineer-in-Charge. All necessary blind flanges, bolts, nuts etc. for testing shall be supplied by Contractor within his quoted price.

50.2 The final disposal of water after hydrostatic testing shall be the Contractor's responsibility. Suitable drains for this purpose shall be provided by the Contractor as directed by Engineer-in-Charge.

**51.0 GENERAL REQUIREMENTS FOR RADIOGRAPHY & OTHER NDT WORKS**

51.1 CONTRACTOR shall appoint radiography/NDT agency(ies) only after acceptance of such agency(ies) by OWNER/EIL. However, acceptance of radiography/ NDT agency by OWNER/EIL shall not absolve the CONTRACTOR of his responsibility to execute radiography work as per requirements of the Contract.

51.2 CONTRACTOR shall mobilize Radiography/ NDT agency at site along with adequate number of radiography resources/ NDT equipments & appliances, commensurate with the welding activity and quantum of Radiography/NDT work load to avoid delays in Radiography/ NDT and consequent generation of back log. In the event of generation of back log leading to Delay/ Holdup of subsequent activities, OWNER/EIL has right to engage additional agency for carrying out the radiography at the risk and cost of CONTRACTOR including 100% overhead charge.

**51.3 Radiography Check Shots**

- To verify that radiographs are being taken on the prescribed / selected welds / spots only, 5% of already radio graphed spots shall be selected by the Engineer-in-Charge or his designated person for check shots. The check shots shall be taken up before any further radiography work.
- Radiography of all the check shots shall be taken by the CONTRACTOR at no extra cost to OWNER/EIL. If mismatch / variation is found in any of the check shot as per para 51.3 a), CONTRACTOR shall have to take re-radiography of the entire lot represented by mismatched check shot (a days production or more as decided by Engineer-In-Charge) at his own cost.
- In the event of any non-matching / variation is observed in re-radiography of the entire lot as per para 51.3 b) above with reference to the earlier radiographs taken, the radiography agency shall be forthright debarred from site. CONTRACTOR shall then carryout re-radiography up to maximum of 100% of all the prescribed / selected welds/ spots radio graphed by the debarred radiography agency (as per

direction of the Engineer In-Charge) at his own cost by engaging a separate Radiography agency acceptable to OWNER/EIL. The process for verification of radiographs through check shots shall be continued as per clause **51.3 a)** above from the lots selected by the Engineer-In-Charge till 2 (two) consecutive lots are found with matching check shot radiographs to the satisfaction of OWNER/EIL.

## **52.0 GENERAL GUIDELINES DURING AND BEFORE ERECTION**

- 52.1 CONTRACTOR to study the equipment layout and his scope of work carefully and accordingly workout the erection sequence and execution methodology of various equipments, piping, structural and other facilities in the scope.
- 52.2 Orientation of all foundation, elevations, lengths and disposition of anchor bolts and diameter of holes in the supports saddles shall be checked by contractor, well in advance. Minor rectifications including chipping of foundations as the case may be shall be carried out at no extra cost by the Contractor after obtaining prior approval of the Engineer-in-charge. The Contractor shall also be provided with the necessary structural drawings and piping layouts etc. wherever required for reference. If a structural member needs to be dismantled, to facilitate the equipment erection, same shall be done by the Contractor after ensuring proper stability of main structure with prior permission of Engineer-in-charge. All such dismantled members shall be put in position back after the completion of equipment erection to satisfaction of Engineer-in-charge.
- 52.3 CONTRACTOR to note that work of other agencies will not be kept under hold for the purpose of release of work front for equipment erection and other works in CONTRACTOR's scope.
- 52.4 A well planned and feasible erection sequence shall be developed by the CONTRACTOR in such a way that it results into NO HOLD on nearby equipments foundations/civil and structural works or erection of any facility. CONTRACTOR will identify and indicate clearly the detailed erection sequence of various equipments for review / approval of OWNER/ EIL on award of contract.
- 52.5 The CONTRACTOR shall be responsible for organizing the lifting of the equipment in proper sequence so that orderly progress of the work is ensured and access routes for erecting the other equipments/facilities are kept open.
- 52.6 CONTRACTOR to mobilize Cranes and other resources, as required, to meet the sequence/ schedule of completion at no extra cost to OWNER.
- 52.7 The CONTRACTOR on award of contract will furnish, the make and model of cranes proposed to be mobilized by him at site to work as main crane and trailing cranes. Erection of equipments by any other means other than cranes is not acceptable. Further, the Erection schemes proposing erection by Tandem lift method, Derrick arrangement, Strand Jack method and guy type crawler crane shall not be considered for any equipment.
- 52.8 Detailed erection scheme for all critical equipments will be developed and submitted by the CONTRACTOR on award of work for approval of Engineer-in-charge at site. All the Cranes and lifting tackles are subjected to load testing by authorised testing and certification agency at site / should have valid load test certificates. For the purpose of load testing of cranes, the CONTRACTOR will submit a "Procedure for Load Testing of Cranes" to the Engineer-in-Charge. The actual load testing shall be carried out in accordance with the procedure, as approved by the Engineer-in-Charge. The CONTRACTOR at no extra cost to OWNER will arrange required loads for load testing purpose.

52.9 All lifting tackles to be used during erection shall be appropriately labelled/ stamped for their safe working loads. The safe working loads mentioned on labels/ stamping on lifting tackles will be as per the latest test certificates, which will be made available by CONTRACTOR (in original) before actual use of such lifting tackles at site.

52.10 During the performance of the work the CONTRACTOR shall at his own cost keep structures, materials and equipment adequately braced by guys, struts or other approved means which shall be supplied and installed by the CONTRACTOR as required till the installation work is satisfactorily completed. Such guys, shoring, bracing, strutting , planking supports etc. shall not interfere with the work of other agencies and shall not damage or cause distortion to other works executed by the CONTRACTOR or other agencies.

52.11 The CONTRACTOR shall duly comply with manufacturer's recommendations and detailed specifications for the installation of the various equipments and machines.

52.12 Various tolerances required as marked on the drawings and /or in accordance with the specifications and/or instructions of the Engineer-in-charge shall be maintained. Verticality shall be verified with the Theodolite and shall be maintained.

### **53.0 TESTS, INSPECTION AND COMPLETION**

#### **53.1 Tests and Inspection**

53.1.1 The CONTRACTOR shall carry out the various tests as enumerated in the technical specifications of this Bidding Document and technical documents that will be furnished to him during the performance of the work at no extra cost to Owner.

53.1.2 All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the CONTRACTOR shall be carried out by CONTRACTOR at his cost.

53.1.3 The work is subject to inspection at all times by the EIL. The CONTRACTOR shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this bidding document, the technical documents that will be furnished to him during performance of work and the relevant codes of practice.

53.1.4 The CONTRACTOR shall provide for purposes of inspection access ladders, lighting equipment for testing, necessary instruments etc. at his own cost, low voltage lighting equipment for tray fixing and inspection work.

53.1.5 Compressed air for carrying out works shall be arranged by the CONTRACTOR at his own cost.

53.1.6 For material supplied by Owner, CONTRACTOR shall carry out the tests, if required by EIL, and the cost of such tests shall be reimbursed by Owner at actual to the CONTRACTOR on production of documentary evidence.

53.1.7 All results of inspection and tests will be recorded in the inspection reports, proforma of which will be approved by EIL. These reports shall form part of the completion documents. Any work not conforming to execution drawings, specifications or codes shall be rejected and the CONTRACTOR shall carry out the rectifications at his own cost.

### 53.2 Final Inspection

53.2.1 After completion of all tests as per specification the whole work will be subject to a final inspection to ensure that job has been completed as per requirement. If any defect is noticed, the CONTRACTOR will be notified by EIL and he shall make good the defects with utmost speed. If however the CONTRACTOR fails to attend to these defects within a reasonable time (time period shall be fixed by EIL) then EIL may have defects rectified at CONTRACTOR's cost.

### 53.3 Inspection of Supply Items

53.3.1 All inspection and tests on bought out items shall be made as required by specifications forming part of this contract elsewhere in the Bidding Document. Various stages of inspection and testing shall be identified after receipt of Quality Assurance Programme from the CONTRACTOR/ manufacturer.

53.3.2 Inspection calls shall be given as per mutually agreed programme in prescribed proforma with 15 days margin, giving details of equipment and attaching relevant test certificates and internal inspection report of the CONTRACTOR. All drawings, general arrangement and other contract drawings, specifications, catalogues etc. pertaining to equipment offered for inspection shall be got approved by Owner /EIL and copies shall be made available to Owner /EIL before hand for undertaking inspection.

53.3.3 It is the responsibility of the CONTRACTOR to get the bought out items inspected by TPIA (i.e. **Lloyds / BV / DNV / TUV/ CEIL**) and the charges towards the same should be included in the quoted price. No additional charges shall be paid by owner towards the same.

The CONTRACTOR shall ensure full and free access to the inspection engineer of Owner/EIL at the CONTRACTOR's or their sub-Contractor's premises at any time during contract period to facilitate him to carry out inspection and testing assignments.

53.3.4 The CONTRACTOR/sub-contractor shall provide all instruments, tools, necessary testing and other inspection facilities to inspection engineer of Owner /EIL free of cost for carrying out inspection.

53.3.5 Where facilities for testing do not exist in the CONTRACTOR's/ sub-contractor's laboratories, samples and test pieces shall be drawn by the CONTRACTOR/sub-contractor in presence of Inspection Engineer of Owner /EIL and duly sealed by the later and sent for tests in Government approved test house or any other testing laboratories approved by the Inspection Engineer at the CONTRACTOR's cost.

53.3.6 The CONTRACTOR shall comply with the instructions of the Inspection Engineer fully and with promptitude.

53.3.7 The CONTRACTOR shall ensure that the equipment/assemblies/component of the plant and equipment required to be inspected are not assembled or despatched before inspection.

53.3.8 The CONTRACTOR shall not offer equipment for inspection in painted conditions unless otherwise agreed in writing with Owner /EIL.

53.3.9 The CONTRACTOR shall ensure that the parts once rejected by the inspection engineer are not used in the manufacture of the plant and equipment. Where parts

rejected by the inspection engineer have been rectified or altered, such parts shall be segregated for separate inspection and approval, before being used in the work.

53.3.10 On satisfactory completion of final inspection and testing, all accepted plant and equipment shall be stamped suitably and inspection certificate shall be stamped suitably and inspection certificate shall be issued in requisite copies for all accepted items. For stage inspection and for rejected items, only inspection memo shall be issued indicating therein the details of observations and remarks.

53.3.11 If Owner or its representative fails to inspect with 30 days after receipt of inspection notice, the CONTRACTOR may despatch material on specific approval of Owner.

53.3.12 Manufacturers inspection or testing certificates for equipment and materials supplied may be considered for acceptance, at the discretion of EIL. All costs towards testing etc. shall be borne by the CONTRACTOR within their quoted Prices/ Rates.

## **54.0 MECHANICAL COMPLETION & PRE-COMMISSIONING**

54.1 Refer Technical Part.

## **55.0 SPARE PARTS**

### **55.1 Commissioning Spares**

a) The CONTRACTOR shall procure and supply all spare parts required during commissioning of the various systems as enumerated in the Bidding Documents. The lumpsum contract price shall be deemed to be inclusive of the provision of all such commissioning spares required till successful commissioning of the Unit. The CONTRACTOR should make available all the commissioning spares required at site at least 4 (Four) weeks prior to commissioning.

### **55.2 Mandatory Spares**

i) The CONTRACTOR shall within the lumpsum price supply all the mandatory spares required for the Unit as specified elsewhere in Bidding Document.

### **55.3 Spares Required For Two Years Normal Operation & Maintenance (O&M Spares)**

i) The bidder shall furnish priced list of O&M spares with Priced Part as recommended by manufacturers of various equipment other than commissioning & mandatory spares specified above. Such price list shall remain valid minimum upto 12 (twelve) months after Mechanical Completion. Price of these spares shall not be included in quoted lumpsum price.

ii) Bidder shall submit along with Unpriced offer (Part-I) the complete list of recommended spare parts required for two years normal operations and maintenance indicating the quantity of each item. The item wise price on FOR site of work basis shall be submitted along with the price part of offer (Part-II) for selection and purchase of these spares by OWNER. Spare parts selection will be done by OWNER within the contract period. The offer for spare parts should also contain the following information:

- a) Name of the manufacturer and address/ telephone/Fax Numbers.
- b) Manufacturer's Serial No. or part No. with reference to drawings.
- c) Reference Assembly drawing or complete part list.
- d) Spare parts Interchange ability record (SPIR) form.

e) Specification and sizing details of standard bought out items.

- iii) Contractor shall not be permitted to use spare parts meant for two years normal operation and maintenance, for commissioning operation.
- iv) All spare parts furnished by Contractor shall be properly wrapped and packaged so that they will be preserved in original as new condition under the normal conditions of storage to be anticipated in India and shall be properly tagged and coded so that later identification as to its intended equipment usage will be facilitated. They shall be packaged separately and clearly marked as spare parts and shipped preferably at the same time as the equipment in accordance with the instructions from OWNER. Packing lists shall be furnished so that the parts can be handled without uncasing if desired by the Owner.

## **56.0 SHIPPING AND INLAND TRANSPORTATION**

- 56.1 The CONTRACTOR shall arrange for shipment of goods to be shipped by Sea by Indian Flag Vessels only. In case no Indian Flag Vessel is available in required position, shipment may be made through Foreign Flag Vessels subject to the Govt. of India's (TransChart) freight forwarding agents in the country concerned confirming the non-availability of India Flag Vessels for the purpose of relevant shipment. A list of Govt. of India's (Transchart) freight forwarding agencies in various countries will be made available to the CONTRACTOR on request after Acceptance of Bid.
- 56.2 Shipping documents shall include "Clean on Board" Ocean Bill of Lading, and shall be sent by Air Courier so as to reach at least two weeks before the arrival of the consignment at the port of entry.

## **57.0 COMPUTERISED CONTRACTOR'S BILLING SYSTEM**

- 57.1 Without prejudice to stipulation in General Conditions of Contract, CONTRACTOR should follow following billing system:
- 57.2 The bills will be prepared by the CONTRACTOR on their own PCs as per the standard formats and codification scheme proposed by Owner/EIL. The CONTRACTOR will be provided with data entry software to capture the relevant billing data for subsequent processing, if available. CONTRACTOR will submit these data to Owner/EIL in an electronic media along with the hard copy of the bill, necessary enclosures and documents. The CONTRACTOR will also ensure the correctness and consistency of data so entered with the hard copy of the bill submitted for payment.
- 57.3 Owner/EIL will utilise these data for processing and verification of the CONTRACTOR's bill.

## **58.0 ROUNDING OFF**

- 58.1 All payments to and recoveries from the CONTRACTOR shall be rounded off to the nearest rupee. Wherever the amount to be paid/recovered consists of a fraction of a rupee (paise), the amount shall be rounded off to the next higher rupee if the fraction consists of 50 (fifty) paise or more and if the fraction of a rupee is less than 50 (fifty) paise, the same shall be ignored.

**59.0 STATEMENT OF FINAL BILLS – ISSUE OF NO DEMAND CERTIFICATE**

59.1 The final bill of CONTRACTOR shall be accompanied by no-demand certificate from the following departments of Owner:

- Administration & Personnel department regarding vacation of land, recovery of rents, etc.
- Fire and Safety Officer and Security Deptt. of Owner.
- Maintenance Departments regarding recoveries for hire charges of equipment, water and electricity charges etc. if any.

59.2 The Contractor shall obtain such no-demand certificates from the concerned authorities of Owner and furnish the same to EIL.

**60.0 SURPLUS MATERIAL**

60.1 All materials brought to the Site shall be property of the owner. Only construction equipments, tools and tackle brought to Site and properly recorded with the owner by the contractor shall be allowed to be taken out by the contractor.

60.2 Contractor to submit reconciliation of all materials under Contractor's Scope of Supply

**61.0 CONDITIONS FOR ISSUE & RECONCILIATION OF MATERIALS**

61.1 The conditions for issue and reconciliation of materials supplied by the OWNER are enclosed as **Annexure-VI to SCC** herewith. The same shall be applicable only for those materials specified in OWNER's scope of supply, if any.

61.2 For Contractor supplied materials, Statement of Reconciliation of such materials shall be submitted by Contractor to Owner/Engineer-In-Charge.

**62.0 ENTRY PASSES, GATE PASSES, WORK PERMITS AND SAFETY REGULATIONS****62.1 Entry Passes**

The Contractor shall follow regulations of Owner for arranging entry passes for his workers and staff.

62.2 The works under this contract are to be carried out in areas within the Refinery area adjacent/ adjoining to the existing operating units. As such, Contractor is required to abide by safety and security regulations of Owner enforced from time to time.

**62.3 Gate Passes and Shipping Memos**

To bring materials/ equipments/ tools/ tackles etc. inside the plant for construction work, the Contractor has to produce challans/ proper documents to Owner's personnel at gates. The materials shall be checked thoroughly by Owner's personnel at Gate and recorded in their register before allowing any material to be brought inside the Refinery area by Contractor. It shall be Contractor's responsibility to ensure that the

recorded entry no., date, signature of Owner's authorised representative with stamp are recorded on challans/ supporting documents signed by Owner's personnel at gate during entry. Shipping Memos issued by Owner shall be preserved by Contractor and enclosed while returning the materials to Owner.

#### 62.4 Work Permits

62.4.1 When work is to be carried out in hazardous areas, hot work permit are to be obtained before start of work for all the jobs which are capable of generating flame, spark, heat etc. namely, Gas cutting, grinding, welding, use of any electrical/ diesel/ petrol/ battery operated prime mover/ machine tools/ equipment/ generator sets/ mixer machine/ drilling machine/ pumps/ crane/ forklift/ truck/ trailer/ chipping/ breaking of rocks/ concrete/ hacksaw cutting and drilling, etc.

62.4.2 Cold work permits are to be obtained for all the jobs.

62.4.3 According to the nature of work and use of various types of equipment and tools the Contractor has to apply for cold and hot permits in a prescribed format at least two days before the work is planned to start. No work permit shall be issued by Owner unless proper arrangement is made by Contractor to ensure safe performance of work inside the plant. Job wise and area wise permits shall be issued to Contractor and against each permit at least one construction supervisor and one safety supervisor of required level shall always be made available at site by Contractor.

#### 62.5 Vehicle Permits

Permits are to be obtained separately for entry/ use of vehicles/ trailers etc. inside the plant. The following requirements are to be met to obtain vehicle permit:

- a) Vehicle/ Equipment etc. should be brought to site in good condition.
- b) Valid Road tax certificate, fitness certificate and insurance policy from competent authority.
- c) Valid operating/ driving licence of driver/operator.
- d) Vehicle should have approved spark arrester
- e) All vehicles should necessarily have reverse horns in fully working conditions. In case of damages or non-functioning of reverse horns, the same shall be repaired or replaced immediately.

#### 62.6 Validity of the Permits

62.6.1 Permit is valid for one shift of 08 (Eight) hours.

No permit is valid if it is not renewed by the shift in-charge/ shift representative in shifts (Morning & Evening).

62.6.2 The permit shall be issued for a maximum period of one month and if extension is required, Contractor has to apply for fresh permit.

62.6.3 No permit is valid on holidays unless special permission is obtained from the competent authority.

#### 62.7 Safety Regulations

#### 62.7.1 Regarding Work Permit:

The work shall be carried out inside Refinery area as per Owner's Safety rules and Regulations and instructions of EIL issued from time to time. Many times it may happen that the working hours shall be drastically reduced or increased to meet certain safety requirements and Contractor shall meet these requirements without any schedule or financial implications. To obtain work permit and to satisfy all conditions laid down therein, shall be the responsibility of Contractor. No claim for idling of machinery, plant, manpower etc. for safety reasons or non-issuance of work permit shall be admissible.

The Contractor shall abide by all safety regulations and ensure that safety equipment for specific job as stipulated in the factory act/ safety handbook is issued to workers during execution of work, failing which all the works at site shall be suspended.

#### 62.7.2 Regarding Hot work:

When doing hot work Contractor must ensure that the fire hose is hooked up with the fire water system and extended to the work spot. Fire extinguisher must be kept near the working spot. Area around and below the hot working place must be adequately protected from falling/ coming out of sparks/ hot metals from the booth made of asbestos cloth/ sheet and wetting them with water. Contractor must arrange sufficient number of fire hoses and fire fighting equipment of approved quality at his own cost to carry out hot job inside the plant. Welding and electrical cables should be of approved quality, and no jointing and loose connection shall be permitted. At the end of the working day Contractor must inform the Electrical section to switch off power at sub-station end. Contractor must provide cotton dress, safety shoe, safety helmet, safety belt, hand gloves of approved quality to his workers to meet the safety requirement of various jobs to be carried out inside the Refinery area.

#### 62.7.3 Regarding use of Vehicles:

Vehicles shall be allowed to run at site after taking all safety measures with the permission of concerned authority of site. Vehicle must not ply on any road within the plant at speed exceeding 20 KM/hr. Mobile crane/ loaded trucks/ trailers must not exceed speed limit of 15 KM/hr inside the plant. No crane is allowed to move inside the plant with load. No vehicle is allowed to park inside the plant.

#### 62.7.4 Work Permit System:

During execution Contractor is required to obtain work permit from the operation department of Owner. For issuance of work permit, Owner's instructions shall be followed.

### **63.0 DISPUTE SETTLEMENT BETWEEN GOVT. DEPT. / PSU & PSE**

63.1 In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may

make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

63.2 Notwithstanding the existence of any dispute or arbitration in terms hereof or otherwise, the CONTRACTOR shall continue and be bound to continue and perform the works to completion in all respects according to the Contract (unless the Contract or Works be determined by the OWNER) and the CONTRACTOR shall remain liable and bound in all respects under the Contract".

#### **64.0 DOCUMENTATION**

##### 64.1 Completion Documents

a) The following documents shall also be submitted by the CONTRACTOR in quadruplicate as part of completion documents:

- i) Test certificate for materials supplied by the CONTRACTOR.
- ii) All original IBR Certificates compiled in a separate file shall be submitted to Owner.
- iii) Certified records of field tests on materials/equipment, as applicable.
- iv) Material appropriation statement as required.
- v) Three sets of construction drawings showing therein the as built conditions of the work duly approved by EIL along with two copies of CD ROMs containing drawings in native soft file (editable format) (drawings prepared by CONTRACTOR).
- vi) Other documents as mentioned in Technical Specification.

##### 64.2 "AS BUILT" Drawings

a) Upon completion of work, the CONTRACTOR shall incorporate the changes in all drawings to "As Built" status (including all vendor/Sub-vendor's drawings for bought out items). Editable soft copy of drawings / models shall be provided to the Contractor for above purpose. Final As-built shall be submitted to Engineer-in-charge for checking and certification for correctness with actual field conditions and then Contractor shall provide to Owner, the following:

Four complete sets of reduced size (279mm x 432mm) prints and two copies of CD-ROM's containing the drawings in native soft file (editable format). For catalogue/ Manual/ Proprietary information and Data, PDF file to be furnished.

The contractor shall prepare and submit the AS-BUILT drawing to match with the final bill submission within one month of completion of work in all respects as per contract provision..

#### **65.0 INTEGRITY PACT**

65.1 Bidders are required to sign an Integrity Pact (IP) as per the proforma enclosed as **Annexure-VII to SCC** herewith. Proforma of Integrity Pact shall be returned by the Bidder along with the bid documents (Technical Bid), duly signed by the same

signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder's failure to return the Integrity Pact duly signed along with the bid documents shall result in the bid not being considered for further evaluation.

- 65.2 If the Bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from Bidder Liquidated Damages amount by forfeiting the EMD/ Bid Security as per provisions of the Integrity Pact.
- 65.3 If the contract has been terminated according to the provisions of the Integrity Pact, or if BPCL is entitled to terminate the contract according to the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from Contractor Liquidated Damages amount by forfeiting the Security Deposit/ Performance bank Guarantee as per provisions of the Integrity Pact.
- 65.4 Bidders may raise disputes/ complaints, if any, with the nominated Independent External Monitor as mentioned in Integrity Pact.

## **66.0 FRAUDULENT PRACTICES**

- 66.1 The OWNER requires that Bidders / Contractors observe the highest standard of ethics during the award/ execution of Contract. "Fraudulent Practice" means a misrepresentation of facts in order to influence the award of a Contract to the detriment of the Owner, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition.
  - a) The OWNER will reject a proposal for award if it determines that the bidder recommended for award has engaged in fraudulent practices in competing for the Contract in question.

Bidder is required to furnish the complete and correct information/ documents required for evaluation of their bids. If the information/ documents forming basis of evaluation is found to be false/ forged, the same shall be considered adequate ground for rejection of bids and forfeiture of Earnest Money Deposit.

- b) In case, the information/ document furnished by the Bidder / Contractor forming basis of evaluation of his bid is found to be false / forged after the award of the contract, Owner shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such Bidder/ Contractor without any prejudice to other rights available to Owner under the contract such as forfeiture of CPBG / Security Deposit, withholding of payment etc.
- c) In case, this issue of submission of false documents comes to the notice after execution of work, Owner shall have full right to forfeit any amount due to the Bidder / Contractor along with forfeiture of CPBG / Security Deposit furnished by the bidder / contractor.
- d) Further, such bidder / contractor shall be put on Blacklist/ Holiday/ Negative List of OWNER/EIL debarring them from future business with Owner & EIL for a time

period, as per the prevailing policy of OWNER & EIL.

## **67.0 REQUIREMENT OF EMPLOYMENT VISA FOR FOREIGN NATIONALS**

67.1 All foreign nationals coming to India for execution of Projects/Contracts will have to apply for Employment Visa only and that grant of Employment Visa would be subject to strict adherence of following norms:

- i) Employment Visa is granted only for the skilled and qualified professionals or to a person who is being engaged or appointed by a Company, Organisation, Industry or Undertaking etc. in India on contract or employment basis at a senior level, skilled position such as technical expert, senior executive or in managerial position etc.
- ii) Request for Employment Visa for jobs for which large number of qualified Indians are available, is not considered.
- iii) Under no circumstances an Employment Visa is granted for routine, ordinary secretarial / clerical jobs.

Bidders are advised in their own interest to check latest Visa rules from Indian Embassy / High Commission in their country in case foreign nationals are required to be deputed to India during execution of the Contract.

## **68.0 MODIFICATION TO GCC**

### **68.1 Quantity Variation:**

The contract being on lumpsum basis, the quantity variation specified in GCC is not applicable.

### **68.2 Guidelines for medical fitness certification of Workers employed for working at elevation:**

The following guidelines are incorporated under Section-VIII: Safety / Security Regulation of Refinery of GCC.

The contractor shall ensure the following at time of working at higher elevation:-

- i) Doctor's fitness certificate shall be mandatory for workers executing work at a height more than 30 meters using temporary structures.
- ii) List of workers engaged for working at heights more than 30 meters shall be forwarded to OHC for medical examination.
- iii) Tests / Parameters for medical fitness shall be as per CMO (OHC).
- iv) BPCL-KR medical officer will issue the Fitness certificate with validity (6 months) and shall endorse in the entry pass.
- v) The fitness certificate shall be renewed every 6 months.
- vi) The medical fitness for those employed in working at height shall be included in the work permit given for such jobs.

### **68.3 Land for Contractor's Field, Go-down and Workshop**

Clause No.2.3 (Fabrication yard) of GCC shall stand partially modified to the extent as detailed in Clause No. 48.0 of Special Conditions of Contract.

Clause No. 33 (Contractor's office space) of GCC shall stand modified to the extent as detailed in Cl. No. 27.7 of Special Conditions of Contract.

Installation of Batching Plant shall be as mentioned in Cl. No. 27.6 of Special Conditions of Contract.

#### 68.1 **Force Majeure**

The following para is added at the end of clause no. 20 of General Conditions of Contract:

"Eventualities of disruptions including Hartals / Bandhs, Quarry Strikes, Transportation Contractors' strike, Cement Manufacturers' strike, Tipper Lorry Strike having a duration of more than **10 (Ten) consecutive days** are considered as the cause of force majeure. The contractor must advise BPCL by a registered letter duly certified by statutory authorities or by local chamber of commerce, the beginning and the end of such cause of Force Majeure condition as defined above.

Contractor shall make all arrangements to ensure continuity in works in the condition of eventualities as above without any disruption for a minimum period of 10 (Ten) consecutive days including but not limited to supply & storage of materials of construction (cement, structural steel, TMT bars etc), arrangement for construction manpower labour, skilled/ unskilled manpower, equipment & machinery and all other resources/ activities deemed necessary for continuous execution of work for such period. Contractor shall not be entitled for any time extension due to failure of contractor to comply with the above requirement."

#### 69.0 **COMPENSATION FOR DELAY**

GCC clause no.22 is modified to the following extent

Compensation for Delay shall be applicable @ **1/2 % (Half Percent) of the Contract Value per week of delay or part thereof subject to maximum of 5% (Five Percent) of Contract Value**. Deviation to this clause shall result in rejection of bid.

Compensation for delayed completion of work shall exclude the delays which are on account of reasons attributable to OWNER.

GCC clause no.22.2 is not applicable.

#### 70.0 **DEFECT LIABILITY PERIOD**

Further to Clause No. 72 of GCC, the Defect Liability Period shall be 12 (Twelve) months from successful completion of Performance Guarantee Test Run( PGTR) duly accepted by Owner or 18 ( Eighteen) months from commissioning and trial runs and taking over duly accepted by the Owner as per Bidding Document, whichever is earlier.

Completion certificate shall be issued by Owner/EIL to the Contractor after successfully taking over of the facilities as per Bidding Document.

**71.0 LIMITATION OF LIABILITY**

The final payment by the Employer/Consultant in pursuance of the Contract terms shall not mean release of the Contractor from all of his liabilities under the Contract. The Contractor shall be liable and committed under this contract to fulfil all his liabilities and responsibilities, till the time of release of contract performance guarantee by the Employer/Consultant.

Notwithstanding anything contrary contained herein, the aggregate total liability of Contractor under the Contract or otherwise shall be limited to 100% of Contract value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profit or loss of production.

**72.0 CALIBRATION REQUIREMENT OF MONITORING AND MEASURING DEVICES AT CONSTRUCTION SITES**

Contractor shall calibrate the monitoring and measuring devices from time to time to be used for this contract at construction sites as per the requirement specified in Standard document no. **7-82-0002 Rev.0** attached as **Annexure-VIII** to SCC.

# **TIME SCHEDULE**

**[ANNEXURE - I TO SPECIAL CONDITIONS OF CONTRACT]**