

भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड  
12/इ एण्ड एफ, मेकर टॉवर्स कफ परेड, पोस्ट बॉक्स क्र. 19949  
मुंबई - 400 005. तार: पेट्रोटावर  
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**BHARAT PETROLEUM CORPORATION LTD.**  
12/E & F, Maker Towers, Cuffe Parade, Post Box No.19949,  
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Bharat Petroleum Corporation Limited

**Tender No.: CRFQ 1000358755,  
E-Tender System ID No. 77619**

**Tender for Selection of a Pre-Paid Instrument  
(PPI) issuer for a Loyalty Program  
in Rupay platform**

**Date of Submission: 28.10.2020 @ 14:00 Hrs**



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## Notice Inviting Tender

Bharat Petroleum Corporation Limited (hereafter referred to as "BPCL") is a Fortune 500 company and a vertically integrated Maharatna energy company in India, with a strong network of about 16,000 retail outlets spread across India.

- 1) BPCL intends to get in to a co-branded partnerships for issuing Physical, Digital and Contactless- reusable Pre-paid cards on Semi-Closed System PPIs as per RBI Norms. This shall be a physical card and/or a Mobile application (as per BPCL's discretion, with successful bidder), running on Android and iOS platforms as a prepaid instrument for the existing customers/prospective customers to carry out the payment to merchant using NFC card Payment, Scan and pay in UPI QR Codes. Bids are invited from "Bidder" who are eligible with stipulated approvals and licenses configure, issue, maintain and run the program.
- 2) You are invited to submit your offer as E-bids in single bid (Bid-Qualification Criteria documents, Techno commercial and Price Bid- all as per Annexure A) for the work as detailed in **Annexure 2** on the terms of reference contained in this tender document. Interested Bidders may submit their offer, electronically as per the terms and conditions of this tender.
- 3) Please visit the website <https://bpclproc.in> for participating in this tender process and submitting your bids/ documents online against E Tender no: 77619
- 4) **BID SECURITY:** Bidders shall have to submit an Earnest Money Deposit (EMD) of Rs. 10 lakhs.

Please refer **Annexure 4** for Instructions to Bidders for more details.

- 5) **INTEGRITY PACT (IP):** IP is a pact between BPCL (as a purchaser) on one hand and the Bidder on the other hand stating that the two parties are committed to each other in regard to ensuring transparency and fair dealings in this procurement activity. Bidders shall have to essentially sign this pact, for participating in this tender, as per the pro-forma given at **Annexure 6**. The salient features of this pact are:
  - a) Pro-forma of Integrity Pact shall be uploaded by the Bidders along with the bid documents, duly signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder's failure to return the IP Document duly signed along with the bid documents by the bid submission deadline (given on page 1) shall result in the bid not being considered for further evaluation.
  - b) If the Bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from the Bidder, Liquidated damages amount by forfeiting the EMD/ Bid security as per provisions of the Integrity Pact.
  - c) If the contract has been terminated according to the provisions of the Integrity Pact, or if BPCL is entitled to terminate the contract according to the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from the Bidder, Liquidated Damages amount by forfeiting the Security Deposit/ Performance Bank Guarantee/ Supply and Performance Guarantee as per provisions of the Integrity Pact.
- 6) For any queries/ Clarification on Tender Technical Specifications/ Commercial points and other terms and conditions of the tender, Please contact:



Name of the Procuring Officer (PO)	Sriramkumar, Manager Customer Digital Solutions – Retail Head Quarters
Email ID	<a href="mailto:sriramkumar@bharatpetroleum.in">sriramkumar@bharatpetroleum.in</a>
Office Address	Bharat Petroleum Corporation Limited, Retail Head Quarters, 12th Floor, E&F Wings, Maker Tower, Cuffe Parade, Mumbai, Maharashtra- 400 005
Contact No.	+91 94950 71777

Name of the Procuring Head	Anurag Mittal, General Manager – CRM (Digital), Retail Head Quarters
Email ID	<a href="mailto:mittala@bharatpetroleum.in">mittala@bharatpetroleum.in</a>
Office Address	Bharat Petroleum Corporation Limited, Retail Head Quarters, 12th Floor, E&F Wings, Maker Tower, Cuffe Parade, Mumbai, Maharashtra- 400 005
Contact No.	+91 9870179176

- 7) Only in case of any complaints regarding the Tender/ Tender Conditions, Please contact the following Independent External Monitors (IEM)

Name	Shri. Vikram Srivastava	Shri. Virendra Bahadur Singh	Shri. Sudhir Chowdhary
Email ID	<a href="mailto:vikramsrivastava1973@gmail.com">vikramsrivastava1973@gmail.com</a>	<a href="mailto:vbsinghips@gmail.com">vbsinghips@gmail.com</a>	<a href="mailto:Sudhirchowdhary38@yahoo.com">Sudhirchowdhary38@yahoo.com</a>
Address	E-202, Second Floor , Greater Kailash Part 2, New Delhi – 110048	H.No. B-5/ 64, Vineet Khand, Gomati Nagar, Lucknow – 226010	Flat No 203, Adarsh CGHS Ltd, Plot No 67, Sector – 55, Gurugram
Contact No.	09810642323	8853760730	9416045656



- 8) **STRUCTURE OF THE TENDER:** It is a THREE-PART-BID E-Tender, having Bid Qualification Criteria (BQC), Techno-Commercial Bid and Price Bid. Please visit the website <https://bpclproc.in> for online participation in this tender and submitting bid. The E-Tender consists of the following annexures. Bidders are requested to carefully study the same to ensure that their bids are complete in all respects:

Sl. No.	Document Type	Annexure
1	Bid Evaluation	Annexure 1
2	Terms of Reference	Annexure 2
3	Contract Terms and Conditions	Annexure 3
4	Instruction to Bidders	Annexure 4
5	Template for Submitting Pre-bid queries	Annexure 5
6	Pro-forma for Integrity Pact (IP)	Annexure 6
7	Pro-forma for Non-Disclosure Agreement (NDA)	Annexure 7
8	Vendor Code Creation Form	Annexure 8
9	Pro-forma for Performance Bank Guarantee	Annexure 9
10	Response for BQC Criteria and Techno-Commercial Bid Criteria – Bidder Declaration	Annexure 10
11	Response for BQC Criteria and Techno-Commercial bid TPIA certificate	Annexure 11
12	Common NEFT Mandate Form	Annexure 12
13	Declaration for Land Border	Annexure 13
14	MSE Related CA certificate	Annexure 14
15	Use case for Demonstration	Annexure 15
16	Checklist for List of documents (for ease of Submissions)  However vendor should go through the whole RFQ in total and submit documents, whichever is applicable and required	Annexure 16
17	General Contract Conditions	Annexure 17
18	Special Terms & Conditions	Annexure 18
19	Template for Disclosure for Conflict of Interest(if any)	Annexure 19

- 9) **PRE-BID MEETING:** A pre-bid meeting has been arranged on 16.10.2020, 10:00 hours through virtual mode, using Microsoft Teams platform.

Bidders desiring to attend the pre-bid meeting are requested to send a prior intimation by email along with Name, Email ID of all the participants and also share all the queries (as per the prescribed format in Annexure 5 by email to [sriramkumar@bharatpetroleum.in](mailto:sriramkumar@bharatpetroleum.in) at the latest by 15.10.2020, 17:00 hrs. BPCL shall use Microsoft Teams platform to conduct the remote meeting and invites shall be sent by BPCL to all the interested Bidders whose details have been received by the above mentioned cutoff time. It is the responsibility of interested participants to arrange for infrastructure at their end for joining the e-meeting.

- 10) **BID SUBMISSION:** The Bidders are requested to refer **Annexure 4** for Bidding Process for E- Tender and may also consult our service provider M/ s. E-Procurement Technologies Ltd. (ETL). Bidders have to necessarily log on and register in our site <https://bpclproc.in/EPROC> and search for the Tender/ System Id (given on Page-1) for



participation and submitting the E-Bid. Your online bid should be submitted on said <https://bpcleproc.in/EPROC> portal on or before the due date of this tender. **LAST DATE FOR BID SUBMISSION: 28/10/2020 by 14:00 hours IST.**

- 11) The bid should be submitted online on or before the due date i.e. **28<sup>th</sup> October 2020, 14:00** hours IST. Bids/ Offers shall not be permitted in E-Tender System after the tender due date/ time. Hence, no bid can be submitted after the due date and time of submission has elapsed. Vendors are advised in their own interest to ensure that their bids are submitted in E-Procurement System well before the closing date and time of bid submission. **No manual bids/ offers along with electronic bids/ offers shall be permitted. Bids not in the prescribed format, are liable to be rejected.**
- 12) **DIGITAL SIGNATURE:** The tender documents along with Annexure thereto, techno commercial bids and Price Bids shall be required to be digitally signed with a **Class II B** or above digital signature by the authorized signatory. The authorized signatory shall be:
- Proprietor in case of proprietary concern.
  - Authorized partner in case of partnership firm.
  - Director, in case of a Limited Company, duly authorized by its Board of Directors to sign.

If for any reason, the proprietor or the authorized partner or director as the case may be, are unable to digitally sign the document, the said document should be digitally signed by the constituted attorney having full authority to sign the tender document and a scanned copy of such authority letter and also the power of attorney (duly signed in the presence of a Notary public) should be uploaded with the tender. **Online submission of the tender under the Digital Signature of the authorized signatory shall be considered as token of having read, understood and totally accepted all the terms and conditions of this tender.**

- 13) Bidders, on the Black/ Holiday List of BPCL/ MoP&NG/ Oil PSE shall not be considered. BPCL reserves the right to accept or reject any or all the Offers at their sole discretion without assigning any reason whatsoever. BPCL's decision on any matter shall be final and any Bidder shall not enter into correspondence with BPCL unless asked for. BPCL may call for additional documents if required. BPCL would also consider information already available with them regarding Bidder's credentials.
- 14) **SUPPORT DESK:** In case of any clarification pertaining to E-Procurement Process, the Bidder may contact ETL on Contact Numbers and E-Mail Ids, as appended below.

All India	+91 79 4001 6868, <a href="mailto:support@bpcleproc.in">support@bpcleproc.in</a>
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Thanking you,

Yours faithfully,

For Bharat Petroleum Corporation Ltd.

Anurag Mittal  
General Manager – CRM (Digital), Retail Head Quarters

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**Annexure 1: Bid Evaluation**

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**1.1 Bid Evaluation Methodology**

It is a THREE-PART-BID E-Tender constituting of:

- a. BQC (Bid Qualification Criteria)
- b. Techno-Commercial Bid
- c. Price Bid

Three part Bid opening	Activities	Opening Criteria
Part A	BQC + EMD Documents upload	Shall be opened for all bidders
Part B	Technical Bid Document Upload	Shall be opened Only for the bidders, who qualify the eligibility requirement of BQC & have submitted EMD/exemption documents for MSE bidders, the Technical Bid documents shall be opened/ Scrutinized
	Meeting for presentation/ Demo	Those bidders shall be invited, who qualify the eligibility requirement of EMD/ exemption documents for MSE bidder submitted, BQC Cleared and Technical Bid document upload is complete.  For this purpose the bidder may be required to come to BPCL's office or any other location in India as decided by BPCL. All costs including cost of travel, cost for set up for the demonstration, presentation, etc shall be borne by the Bidder or through virtual mode, which shall be communicated by BPCL.
Part C	Price Bid	The price bids shall be opened only for those bidders who have been technically approved and evaluation is complete by the Technical Bid evaluation committee of BPCL.

BPCL will follow the Quality and Cost Based Selection Process (QCBS). The overall evaluation shall carry 70% weightage to Quality Score and 30% weightage to Price Bid. Thereby, the Bidder with the highest score on Quality and Cost based (QCBS) evaluation will qualify as the Successful Bidder.

**1.2 BQC Techno-Commercial Bid Evaluation**

The BQC evaluation, techno-commercial evaluation and Price Bid evaluation shall be done as detailed in Clause 16 of the **Annexure 4** (Instruction to Bidders). It would also include meeting the entire Bid Qualification Criterion and compliance to all the Technical Requirements as specified below.

**1.2.1 Bid Qualification Criterion (BQC):**

Only bidders meeting all of the following BQC shall be considered for further evaluation.



Sr. No	Parameter	Eligibility Criteria	Bidder to submit/ upload following documents in support of their claim:
1	The bidder should be having a <b>valid license for issuance and operations of semi closed loop Pre-paid payment system</b> in India duly approved by Reserve Bank of India under Section 7 of the Payments and Settlement Systems Act 2007 as on date of submission of bid	Providing Valid Documents	Latest and valid copy of Certificate of Authorization issued by RBI
2	The participating Banks and Non- Bank PPI bidders should have an <b>Cumulative Annual turnover during the last 3 financial years</b> ending 31st March of the previous Financial year (i.e. 31.03.2020), as the anticipated value of Business is Rs.400 Crore in the first year  Turnover for this purpose should be as per Audited Balance Sheet including Profit & Loss Account Statement / Published Account of the Bidder.	Should be greater than 1200 Crores INR (cumulative for 3 years) & at least Rs.400 Cr in the last FY as per valid Documents	Audited Balance Sheet including Profit & Loss Account Statement / Published Account of the Bidder, along-with copies of its Income Tax Return should be obtained. (English language only).
3	The bidder Should be <b>pre-integrated with NPCI for issuance of Rupay, National Common Mobility Card (NCMC)</b> , contactless - qSPARC card	Providing Valid Documents	Approval-Completion letter from NPCI.  NPCI Letter to BPCL (in original) stating the progress of integration Confirmation from NPCI that the vendor shall be integrated within 30 days from the submission of bid for issuing Rupay card with NCMC capability.
4	The bidder must be having the <b>permission for entering into the co-branding arrangements for semi closed loop pre-paid payment instruments from Reserve Bank of India</b> as per clause 7.11 (i) of Master Direction on Issuance and Operation of Prepaid Payment Instruments issued and amended by Reserve Bank of India from time to time and must attach a copy of the approval as part of the bidding process. (This is applicable for non-bank prepaid issuers only)	Providing Valid Documents	Valid one time approval from RBI, Central Office for Co-branding arrangement

### **Additional clarifications on BQC:**

1. Bids from Consortium of Companies and Joint Ventures shall not be considered. Subsidiary Company /Holding company shall be eligible as per the Companies Act, 2013. To clarify, please refer as under.

a) JV/Consortium where valid licenses is in the name of only one/some of the JV/consortium partners (and not in the name of all, as a single entity license holder), such entity cannot apply.

[Example - Company "A" & "B" form company "C", with valid licenses in the name of Company "A", then company "C" is not eligible to apply]

b) JV/Consortium, who have valid licenses in the name of said JV/consortium, can apply as a single entity.

[Example - Company A& B form company "C" and company "C" has valid licenses, then company "C" is eligible to apply].



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## 2. Criteria for Subsidiary Company

In case, a Bidder is a Subsidiary of another Company, either the Turnover / Experience of the Bidder or the Turnover / Experience of the Holding company or any of its Subsidiaries shall be considered for the purpose of Pre-Qualification criteria, subject to the following:

a. Either the Holding company or any one of its Subsidiaries only can participate in the said Tender.

b. The arrangement permitting the Bidder to quote and rely upon the Turnover / Experience of the Holding Company or any of its Subsidiaries shall be through an undertaking from the Holding Company or the Subsidiary, who's Turnover / Experience is considered, which needs to be submitted along with the Tender. Such undertaking must be specific for this Tender. The arrangement must provide for continuous support from the Holding Company or the Subsidiary, whose Turnover / Experience is considered, covering all aspects till such time this Contract is completed.

c. The Bidder as well as Holding Company or the Subsidiary, whose credentials are being claimed, shall submit an 'Irrevocable Undertaking' stating therein that both of them i.e., the Bidder as well as its Holding Company or the Subsidiary, shall be jointly and severally liable for due performance of the Contract and the acts done / not done by them (either individually or collectively) in pursuance thereof. This Undertaking must be submitted by the Bidder along with the Bid.

There is no specific format for undertaking, however undertaking shall necessarily contain requirement as already given in tender.

d. Wherever Government of India's approval is necessary for the above arrangement, the Bidder shall undertake to submit copy of Government approval. Undertaking letter shall be submitted along with the Bid. The terms 'Company', 'Foreign Company', 'Holding Company' and 'Subsidiary Company' shall have the same meaning as prescribed in 'The Companies Act, 2013'.

**3. The bidder should also submit Annexure 11 duly verified and certified by TPIA which is registered under NABCB accredited Bodies as per requirement of ISO/ IEC17020 as Type A" in QCI NABCB website <https://nabcb.qci.org.in> as on the date of verification of documents. This list of documents is indicative and any additional document required as part of this tender, should be listed and verified in the Annexure 11 duly verified and certified by TPIA. The bidder should also attest all the document from**

4. Bidders not fulfilling qualifying parameters as mentioned in BQC need not apply.

**Note:**

- All charges of practicing TPIA, if any, for document attestations and verification shall be borne by the Bidders.
- The above channels are prerequisites however BPCL reserves the rights to add additional documents as and when required
- For the purpose of techno-commercial evaluation, BPCL reserves the right to verify information submitted and/or inspect the facilities implemented by the Bidder, and/or request the Bidder to submit additional documents/information/

clarifications as and when required. BPCL also reserves the right to independently assess the capability and capacity of the Bidder for execution of the project.

- BPCL decision on any matter regarding evaluation of the Bidders shall be final.

### 1.3 Quality Score Bid Evaluation

Bidders, who qualify the eligibility requirement of BQC, have submitted EMD/exemption document for MSEs and uploaded the requisite Technical Bid documents shall be opened/ scrutinized

Only for the bidders, who qualify the eligibility requirement of have submitted EMD+BQC Cleared + Technical Bid document upload is complete, shall be called for demo

For this purpose the bidder may be required to come to BPCL's office or any other location in India or in virtual mode as decided by BPCL. All costs including cost of travel, cost for set up for the demonstration, presentation, etc shall be borne by the Bidder.

The bidder now would be invited to make a presentation and demo as part of their Quality Score evaluation. The competency of the bidders to execute this Work and the capability of the proposed program should clearly reflect during their presentation. Presentation and demo should emphasize on the Quality Score matrix parameters given below and the details thereof shall have to be submitted separately along with the Quality Score bid. Bids of those bidders who fail to make presentation shall be summarily rejected.

Quality Score shall be accorded using the criterion given below:

#### Quality Score Matrix:

S.No	Sub. no.	Criteria	Rating Scale	Weightage
<b>A</b>		<b>Business Background</b>		
	1	Turnover of more than Rs. 2000 crores as per the latest audited financial statements	<b>10</b>	<b>30</b>
	2	Listed Entity	<b>10</b>	
	3	Positive Net worth more than Rs. 50 Crores as per latest audited financial statements	<b>5</b>	
	4	15 Years in business	<b>5</b>	
<b>B</b>		<b>Past performance on reloadable PPIs</b>		
	<b>1</b>	10,000 reloadable prepaid cards/wallets issued in last 12 months (as on 01/10/2020)	<b>15</b>	<b>25</b>
	<b>2</b>	Having tie-up with related industries (any B2B) and an established channel of distribution	<b>5</b>	
	<b>3</b>	Having tie-up for financial products with Bank/partners (at least for last 3 years)	<b>5</b>	
<b>C</b>		<b>Marketing and Network Support</b>		
	1	20 offices- across India presence	<b>10</b>	<b>20</b>
	2	Experience in network handling (minimum 5 years)	<b>5</b>	
	3	Approach on marketing (based on the Approach document)	<b>5</b>	
<b>D</b>		<b>Proposed tie up partners</b> (based Expression of interest from tie-up partner)		<b>10</b>
	1	Offline retail partner value to BPCL	<b>6</b>	
	2	Online retail partner value to BPCL	<b>4</b>	

<b>E</b>		<b>Technological Offering (Based on Demo of product)</b>		
	1	Overall experience of the program-App & web	<b>6</b>	<b>10</b>
	2	Backend tech and operations	<b>4</b>	
<b>Total Technical bid score</b>				<b>100</b>

In the technical bid evaluation matrix (Table above), the tangible parameters (like Turnover, positive Net worth, tenure of business, no. of re-loadable pre-paid instruments, no. of offices across India, years' experience in network, etc.)- Wherever documents have been submitted by the bidder as per Annexure 11, shall be evaluated on percentile basis [i.e. full marks for depicted cut-off value or more, against each parameter and so on]

**Notes:**

For Purpose of techno-commercial evaluation, BPCL reserves the right to verify information submitted and/ or inspect the facilities at party's work, carry a site visit and/ or request the Bidder to submit additional documents/ information/ clarifications as and when required. BPCL also reserves the right to independently assess the capability and capacity of the Bidder for execution of the project.

1. Bidders will be asked to make a presentation (physical/ virtual) to the Technical Evaluation Committee at a date, time and venue intimated by BPCL. The first segment of the presentation on the company overview, program roadmap and marketing approach will be for a duration of 15 minutes. The second segment of the presentation on the product demonstration shall be for a duration of 15 minutes, followed by Q&A for 15 minutes. The bidder should demo the use case as given in Annexure 15.
2. The Bidder's responses shall be appropriately recorded and scored.
3. For use case demonstration Bidder should also provide test web URL/APK/HTML page /Application etc to evaluation committee for each of the committee members can use and check.
4. BPCL decision on any matter regarding evaluation of the Bidders shall be final.

**1.2.2 Price Bid Evaluation**

The Price Bid will be for an overall Program management

Price Bid Template:

<b>Item No.</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Basic Value</b>	<b>GST in %</b>	<b>Value Incl. GST</b>
<b>1</b>	Processing charge or Over Riding Commission# (in %)	1	%		18.00	
<b>2</b>	Physical Card Issuance Fee* (in rupees)	100000	Number of cards		18.00	

#The quote shall be provided by the bidder(s) as +ve/-ve After taking into account of earnings, cost, margins, etc by the bidder, for transactions happened in BPCL ecosystem.

+ve `bps`	The cost to be charged to BPCL
-ve `bps`	Revenue to be shared with BPCL

\*Includes card branding, account mapping and delivery to customer through postal/other logical means.

Notes:

1. Rates should be quoted strictly as per above and in no other manner.
2. The transaction for the `bps` are the transactions that happen in BPCL ecosystem. BPCL ecosystem are BPCL Retail outlet, BPCL In&Out Stores, BPCL LPG Distributorship and BPCL Lube shops and other TIDs as shall be provided by BPCL.
3. There is no Reverse Auction so firm bid needs to be offered by the bidder.
4. The quantities determined are indicative and BPCL reserves the right to change the quantities.
5. Issuer shall not levy any additional charges on BPCL or its customers, on any transactions by the customer, in BPCL establishments or any other merchant establishments outside BPCL (Online and POS)
6. Surcharge related:
  - a) Surcharge as applicable on Fuel purchase, should be absorbed completely by issuers on fuel transaction
  - b) Surcharge as applicable on Govt MCC shall be levied on the customers
  - c) Surcharge as applicable in Railways MCC shall be levied on the customers
7. No other charges, except the rates and instance quoted on price bid shall be levied on the customer.

The rank displayed in the e-tendering portal on opening of price bid may not be the actual representation of the correct ranking of the financial bids.

### **1.2.3 Combined Techno-Commercial and Price Bid Evaluation**

In respect to the qualified Bidders whose price bid has been opened, a combined techno commercial and price bid evaluation will be done as per following procedure.

Technical Bid Score:

Score from the Technical evaluation matrix out of 100.

Price Bid Score:

Price Bid Component (in crores)	Value
<b>Overriding commission (ORC) or Processing charge (+/-)</b>	1390 Crores x bps (+/-)
<b>Card issuance fee</b>	1,00,000 * Per card fees
<b>Total Price bid</b>	Sum of both the above

The Price bids shall be interpreted based on the lower cost to BPCL is lowest or higher payout to BPCL.

**Final Score list of bidder shall be 70% of Technical bid & 30% of price bid:**

Sample Calculations		A	B	C	D	E	F	G
S. No.	Bidder	Tech Score (T)	Total Price Bid in (Crore)	Relative Total Price Bid Score (Lowest of B)/(B x 100))	Combined Techno-Commercial & Total Price Bid Scored			Rank
					D=70% x (A)	E= 30% x (C)	F= (D) + (E)	
1	Bidder 1	90	3	93.33	63	28	91	H1
2	Bidder 2	80	2.9	96.55	56	28.97	84.97	H4
3	Bidder 3	85	2.8	100	59.5	30	89.5	H2
4	Bidder 4	80	2.8	100	56	30	86	H3

On basis of the above combined weighted score, the Bidder shall be ranked in terms of the total combined score obtained. The Bidder with the highest combined score (H1) will be declared successful and shall be recommended for award of the contract.

After identification of the successful Bidder, BPCL will follow internal procedure for necessary approvals and thereafter proceed with notification of award of the contract.

- Techno-commercial Score of individual Bidder after presentation to evaluation committee.
- Total Price bid opened for Bidders qualifying BQC & techno-commercial evaluation.
- Relative total price bid score of all the Bidders qualifying BQC & Technical evaluation
- Final calculation of techno-commercial and total price bid score of all the Bidders qualifying techno-commercial evaluation.

Please note: In case combined techno-commercial and total price bid score of two (2) or more Bidders are exactly same, then the Bidder scoring highest techno-commercial score would be considered as the successful Bidder.

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## **Annexure 2: Terms of Reference**

### **2.1 Scope of Work:**

BPCL intends to get in to a co-branded partnerships for issuing Physical, Digital and Contactless Pre-paid cards on Semi-Closed System PPIs as per RBI Norms. This shall be a physical card and/or a Mobile application (as per BPCL's discretion, with successful bidder), running on Android and iOS platforms as a prepaid instrument for the existing customers/prospective customers to carry out the payment to merchant using NFC card Payment, Scan and pay in UPI QR Codes.

BPCL wishes to engage a vendor for End-To-End Implementation and Management of this Semi closed Pre- Paid Card Solution on Revenue sharing Model where the complete program and its regulations shall be maintained by the bidder.

### **1. Key Deliverables (in the scope of the Bidder):**

- 1.1 Issuance & Marketing Support: Issue of semi closed pre-paid payment instruments (PPI) to the customers and corporates related to under Co-branding arrangement of BPCL with marketing support (The customer enrolled in such programs shall be as per list concurred/ authorized by BPCL i.e. successful bidder cannot issue such PPIs, without BPCL concurrence/approval)
- 1.2 Operation, Transaction Management, Compliance Management: - operation Management of PPI issued, transaction management, and provide Pre-paid Card switching services, with Data Security & standards as mandated by RBI.
- 1.3 Co-branded PPI : Design and function as and when required by BPCL , with design of card solely as per BPCL approval in line with the RBI guideline. (The successful bidder shall get a pre-defined space in the physical card/app screen as per BPCL's discretion, not greater than 15 % of the entire card / app screen space, wherein the successful bidder's name shall be depicted as "Powered By"/any other depiction, as approved by BPCL)

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- 1.4 Card Management: Inventory, Embossing, Mailing, Activation, Primary and Add-on Card, Renewals & Replacements.
  - 1.5 KYC process and issues thereof : Handling KYC process in the backend and customer grievance related to PPI issuance
  - 1.6 Mobile Application & web-portal for BPCL customers, as per overall approval by BPCL of the design, GUI/customer interface
  - 1.7 Provide Loyalty Benefits and engagement programs as per BPCL program design for the pre-paid customers
  - 1.8 Retail offers in the program: To be defined by bidders along with Expression of Interest from Partners, as part of Technical bid.
  - 1.9 BPCL & statutory Audits : To be available, at the required frequency (not more than 6 months), as sought by BPCL and any statutory audits as per their frequency/requirement
  - 1.10 Reports & Analytics
  - 1.11 Data Ownership : Data ownership (customer/ customer engagement/etc., generated during the partnership) to be jointly with BPCL and Issuer. The customer data mentioned here comprises of customer master data and transaction data and this should flow to BPCL servers at pre-determined frequency (for appropriate dashboards to be created in BPCL Analytics platform).
    - a. The same shall be provided to BPCL by the successful bidder to BPCL during the currency of the agreement (as & when sought by BPCL) and in entirety at the end of the contract (incl. extension period, if any)
  - 1.12 Assisted Model enrollment: Loading and re-loading the PPI through BPCL dealers and agents
  - 1.13 Integration with BPCL System: to provide customer transaction data
  - 1.14 Help Desk for BPCL
  - 1.15 Call center support for customers

## **2. Tenure of Contract:**

The selected bidder will have to provide the service for Pre-paid card Solution for a contract period of 3 years, from the date of issuance of 'Letter of Commencement' from BPCL.

The program can be renewed for another period of 3 years or part thereof, as per mutual concurrence.

## **3. Issuance & Marketing Support**

Under Co-branding arrangement with BPCL, the Issuer should provide Rupay based pre-paid cards



(physical and virtual) with "National Common Mobility Card (NCMC)" capabilities [NCMC is promoted by Ministry of Housing & Urban Affairs, GOI].

Business Plan:

BPCL, through the successful bidder, aims to issue Pre-paid Instrument (Card/virtual) during course of next 3 years as under :-

Product/No of Customers planned to be enrolled	2020-21 (Approx 5 months)	2021-22	2022-23	2023-24 (Approx 7 months)
Platinum Rupay PPI with NCMC Capability*	50000	200000	250000	100000

\*The projected customer numbers mentioned above are only indicative based on the current understanding of the market scenario and not a firm commitment by BPCL. BPCL has right to change the quantities for cards specified herein in the event of changes in BPCL's strategy/ regulatory guidelines etc.

The bidders are required to indicate the percentage of revenue sharing out of the entire revenue, which include all the avenues of revenue under this proposed prepaid program.

BPCL does not intend to sell any type of Gift cards in this program.

### **Marketing Support:**

Bidders should be capable of providing the following Marketing related Services to the BPCL:

- a) Actively promote prepaid card sales at BPCL Retail outlets through provision of sales support to BPCL Dealers.
- b) Actively promote sales of prepaid cards by bringing many corporate customers on board
- c) Tie up with 3rd party agencies to help in distribution of the prepaid cards across the country, if permitted to do so by the required regulating authority. All such tie-ups will need the prior approval of the BPCL.
- d) The bidder from time to time, has to bring value partner in the pre-paid system , with commitment of having at least two approved partners onboard, during the currency any time of the contract (Such value partners shall be with due prior approval of BPCL, with endeavor not to unreasonably withhold any such approvals)
- e) The bidder has to provide Technical help desk for the BPCL, Corporates and BPCL Dealers, with enough capacity/capacity additions to serve the customers in the program, at any given point in time
- f) The bidder should actively promote the product in digital marketing space, Social media space in particular

- g) The product provided should have major key customer engagement drivers like Referral, Scratch & win, spin the wheel and Daily Quiz
- h) Sales and Marketing support for boosting prepaid card sales through their branches, third party outlets and other designated agencies.
- i) Bidder should provide Sales and marketing support to corporate customers of the BPCL.
- j) Bidder should ascertain and document the marketing and risk factors involved and framing the risk management policy
- k) Bidders shall ensure configurations in NCMC card for all Retail Payment as allowed by NPCI.
- l) Bidder shall also actively tie up and ensure with all the metros/tolls/parkings/bus transit, wherever NCMC is allowed

#### **4. Operation & Compliance Management:**

The bidder should set up Account– Issue RuPay Bin, Product Setup, Account/Card creation, PIN Management, Transaction authorization, Settlement of transactions With RuPay, card accounts and managing External Interfaces RuPay and SMS alerts/app notifications on transactions. The service provider shall also send real-time SMS notification for OTP, transaction and any other action related services to their pre-paid account.

The Service provider should ensure the uptime of 99.5% for transactions and 99% for other account management services.

The bidder should manage authorization of transactions and Host management. Reconciliation of transactions. Disputes, Chargeback, Re-presentment, Report Generation, MIS reporting, settlement reports etc.

The bidder should manage Processing of interchange settlement files, Interchange file processing, Reconciliation, Settlement, Handling chargeback and re-presentment and other dispute resolutions.

The bidder should manage Configuration of various service charges for customers as decided by BPCL.

#### **General requirements from the platform engaged by the bidder:**

The platform engaged should have capability to provide support for virtual cards, through mobile number.

The platform engaged should have capability to provide support for tokenized cards

The platform engaged should have capability to provide support for virtual account numbers

The platform engaged should have capability to provide support for UPI handles for pre-paid card accounts.

The platform engaged should provide support for packaging prepaid account with any

Payment instrument -card, mobile app, upi as desired by BPCL under the permissible RBI regulations.

**Certifications:**

The platform engaged should be PCI-DSS certified

The platform engaged should be ISO- 27001 certified

The platform engaged should be Service Organization Control type 3 , (eg AICPA SOC-3) certified

**Compliance**

Comply with All Policy and Guidelines on Issuance and Operation of Pre-paid Payment Instruments in India as per Master Circular issued by RBI from time to time.

Comply with Master Circular on Operative Guidelines issued by RBI from time to time

Anti-Money Laundering (AML) / Combating Financing of Terrorism (CFT) as per RBI Master Circular issued time to time.

Know Your Customer (KYC) as per RBI Master Circular issued time to time.

Security, Fraud prevention and Risk Management Framework as per RBI Master Circular issued time to time.

Customer Protection and Grievance Redressal Framework as per RBI Master Circular  
Interoperability as per RBI Master Circular issued time to time.

Deployment of Risk Management tools

Suspect Activity & periodic account Review

**Security:**

Bidder must ensure that the Program and the platform deployed adheres to the security policies set up by BPCL. Bidder must provide a platform that is secured and scalable as per industry standard.

Bidder will not disclose or use any information and data generated with any third party. All the data must be communicated to BPCL systems in a secured manner.

The selected Bidder should adhere to the regulatory guidelines, such as Payment Card Industry Data Security Standard (PCI DSS) compliance for processing and storing payments related data, issued by the regulatory authorities from time to time at no additional cost to BPCL.

Bidder must ensure encryption of data at rest and in motion.

Bidder must ensure the compliance to security capabilities for the platform in integration, such as to effectively leverage enterprise data sources.

**Transaction handling requirement for BPCL**

Support 1000 concurrent transaction processing request per second

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Support minimum 1,00,000 transactions per day

**Transaction Management:**

Authorisation of transaction based of rules & limits applicable on the account, account holder and the payment instrument

Authorisation of transaction based availability of funds in the account and validity of the KYC

Ability of auto template management for all transaction related messages.

Deliver SMS and app notifications to Customers on transaction related information

Manage reporting disputes and raising chargebacks and track reversals

Credit of transaction refund amount to wallet for failed transactions

The platform engaged should provide support for zero balance accounts and on-the-fly account funding at the time of transaction request

The platform engaged should provide web hooks for the event stream as required by BPCL

The platform engaged should provide support for BPCL branding on 2nd factor authentication page

The platform engaged should provide support for generating offline OTP(limited time validity) from the app applicable for all transactions (POS / eComm)

The platform engaged should provide support to complete the online transactions with one click 2nd factor authentication

The platform engaged should have IT capability to provide support for wearable device based 2nd factor authentication

The platform should provide support for paying with rewards point accumulated on the 2nd factor authentication page

**5. Co-branding the PPI as and when required by BPCL**

BPCL shall enter in to the Co-branding arrangement with the bidder. The bidder shall notify /complete legal /RBI requirements for starting the issuance of Card, no later than 30 days of such agreement.

BPCL shall finalize the final design of the card based on the input from the bidder.

BPCL shall put up name / logo beneficiaries on these co-branded cards/Mobile apps and web portals, as per its discretion on design/allocated space .

The PPI issuer shall be liable for all acts of the co-branding partner. The Issuers shall also be responsible for all customer related aspects of the PPIs.

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The successful bidder shall get a pre-defined space in the physical card/app screen as per BPCL's discretion, not greater than 15 % of the entire card / app screen space, wherein the successful bidder's name shall be depicted as "Powered By"/any other depiction, as approved by BPCL.

Standard program communications for concluding registration, welcoming new Customer, b'day etc greetings, etc. Focus on SMS, email and in app notifications shall be sent by bidder in consultation with BPCL

The bidder will also do trigger based / periodic communications on BPCL product and partner brands and offers

The bidder shall also send General e-newsletter to all Customers, but personalized version to Preferred Customers as per BPCL standards

## **6. Card Management-**

The bidder shall manage the Inventory, Embossing, Mailing, Activation, Primary and Add-on Card, Renewals & Replacements.

Type of card will be: NFC and Chip based complying with standard (eg. PCI –DSS)

Quantity of scope: 1,00,000 card over three years.

Vendor will be responsible for

- a) Manage / block / unblock Physical / Virtual / Insta cards for customers with their limits and status
- b) Generate personalization files for the card
- c) Design of the card for BPCL Co-branded Program
- d) Personalization of the card for customer
- e) Getting approval of BPCL for issuance of the card
- f) Delivery of the customer to the end customer within 7 days
- g) Provide tracking support of the card to customers
- h) On the spot card at the Retail outlets.

Any complaints and issues regarding cards 24X7

The shall integrate with logistics service providers for card delivery & status tracking

There shall be a non-personalized cards also that may be issued to customers.

These card shall be mapped for cash loading in to the account based on card number.

Bidders shall also have predesigned-ready to use cards, which shall be provided with BPCL dealers for instant activation and usage with the help of assisted model as per point no.13.

## **7. Handling KYC**

Customer should be able to sign up for the product by using unique mobile number

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Customer should be able to OTP verify the mobile number

The application should provide support to capture other user information fields (e.g. name, dob, gender etc.) as per BPCL requirements

Customer should be able to update field information in a compliant way

Customer should be able to complete minimum KYC using valid Official Valid Document (OVD) type & number - Voter ID or Driving License or Passport or Other OVD as approved by RBI.

The approval of any KYC shall be done by central team of bidder on near real-time basis with maximum of 3 minutes from upload.

The application should electronically validate of the entered OVD number format wherever possible

Customer should be able to initiate OTP based Aadhaar KYC to complete eKYC

The application should prompt Customer to upgrade the KYC before KYC validity expiry number of days in advance as configured.

API support for completing Aadhaar offline KYC using Aadhaar XML as available on UIDAI website

Customer should be able to apply for Original Seen and Verified (OSV) KYC process (offline full KYC)

Customer should be able to view KYC status on the app

Customer should be able to view KYC rejection reason in case the KYC request is declined

Customer should be able to reinitiate KYC with any preferred mode of KYC incase KYC request is rejected.

The system engaged should notify users of KYC status updates using push notifications

The system should notify users of KYC status updates using SMS on registered mobile number

The system should provide a duplication check on existing mobile numbers in the system and no new applications should be accepted with same mobile numbers

## **8. Mobile Application & web-portal for BPCL customers**

- a. Design: Should be aligned in spirit to the BPCL's brand, be user friendly, modifiable with smooth navigation etc. Design of the application shall be provided by bidder and shall be approved by BPCL.
- b. Traffic Management: The website & mobile app should have the ability to handle traffic smoothly with a rich customer experience

c. Language Support: The website/mobile app should be navigable by members/customers in English and Hindi. If required, BPCL may also ask for portal in regional languages.

d. Features:

Customer should be able to download wallet android application from play store and iOS application from app store

Customer should be able to access wallet web application from - desktop browser and mobile browser

Customer should be able to sign up for the product by using unique mobile number

The existing users should be allowed to login to the application using phone number and OTP or password based login as decided by BPCL.

The application should provide support for reset password in case password authorized login is enabled.

The application should provide support for device lock (fingerprint, pattern, and passcode) based secure access to prevent any unauthorized access to the app

### **Account Management:**

Customer should be able to set per transaction limit for the wallet

Customer should be able to set periodic velocity (txn count) controls on wallet spends (Daily/ Weekly/ Monthly etc.)

Customer should be able to provide shipping address for the physical card.

Customer should be able to set/ reset Card PIN instantly online.

Customer should be able to card PIN online as desired.

Customer should be able to set periodic volume (txn amt) controls on wallet spends (Daily/ Weekly/ Monthly etc.)

Customer should be able to temporarily suspend the card from the app

Customer should be able to permanently block the card from the app

Customer should be able to order new card case card is lost / stolen / damaged

Customer should be able to order add-on physical cards for family members

Customer should be able to manage subscription for recurring bill payments

Customer should be able to view transaction history (Card+wallet).

Customer should be able to view bill payments and recharges passbook

Customer should be able to dispute transactions / raise chargebacks from the app.

Customer should be able to track expected reversals from the app.

Customer should be able to refer/invite other users to the app

Customer should be notified of all the activities happening from their account using push notifications

Customer should be notified of all the activities happening from their account using SMS

Customer should be able to contact BPCL & bidder support using live chat functionality

Customer should be able to contact BPCL & bidder support using email support functionality

Customer should be able to contact BPCL & bidder support using phone support functionality

Customer should be able view frequently asked questions (FAQs) in the app

Customer should be able to manage notification preferences from the app



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Customer should be able to link and verify their email ids to the account to received notifications  
Customer should be able to log out of the account  
Customer should be able to close their prepaid account.

### **Wallet Recharge/Top up:**

Customer should be able to top up (load / fund) the wallet to up the provisioned balance limits as per RBI norms.

The system should support UPI (intent call flow), partner credit, Debit card, Net- banking, Credit card and cash loading.

Customer should be able to receive funds in the wallet by sharing their virtual account numbers & IFSC codes

Customer should be able to receive funds in their wallet by sharing UPI handle assigned to them

Customer should be able to receive reversal credits in the wallet for any failed transactions on the same day

### **Sales:**

Customer should be able to spend in all POS and online ecosystem.

Customer should be able to use physical card/Wallet through mobile app for POS transactions/ CNP transactions/ bill payments/ recharges

Customer should be able to register on any UPI PSP with the UPI handle assigned to them for this prepaid account.

Customer should be able to scan and pay using UPI from any PSP app.

Customer should be able to set recurring payments for utility bills

Customer should be able to transfer funds loaded in the wallet to another user (P2P) on the app as per permissible KYC limits

Customer should be able to generate offline OTP (limited time validity) from the app applicable for all transactions

Customer should be able to set GPS based location shield to allow offline payments in close proximity of Customer app only

Customer should be able to complete the online transactions with one click 2nd factor authentication

Customer should be able to copy virtual card details and use the same for card-not-present (CNP) transactions

Customer should be able to spend wallet amount CEP portal, with OTP based login

Customer should be able to add beneficiaries and transfer funds loaded to the wallet to

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the beneficiary bank account (P2B) as per applicable KYC limits

## **9. Loyalty & Other services:**

The platform engaged should have a configurable incentivization strategy based on customer events like Customer registration/ first recharge/ first sales / Referrals.

Also the platforms engaged should be able to:

- a) Define an ecosystem where points is to be awarded: BPCL POS and other ecosystem as given from time to time
- b) Earn Rules: Configure / setup earn rules "x" for specific partners at customer and corporate level
- c) Post the point sin BPCL System
- d) Burn- Catalogue to setup as per BPCL redemption partner and redemption shall be through BPCL Redemption partner
- e) Redemption for BPCL product shall be set up separately in discussion with BPCL
- f) Configure multiple personas, and set up differentiated accrual rates against purchase of the fuel.
- g) Maintain multiple categories of reward points like reward points earned/redeemed through BPCL, reward points earned/redeemed through purchases made at BPCL partner sites
- h) Configure workflows and decision trees through a simple to use interface
- i) Integrate with other systems like to accept redemption requests
- j) Integrate with third-party reward platforms and seamless exchange of reward points and financial reports with BPCL
- k) Provide customers the option to redeem their reward points at retail outlets and stores

The bidder should also create reports for these as summary and individual activities

## **10. Retail offers in the program:**

The bidder must bring value partners and offers in Retail channel to varied customer persona, from varying geographies of India, and should be exhaustive to offer an enticing attraction to customers to spend.

The sectors of offers shall be from Automobile Accessories/OEM, Online shopping, Travel, Health care etc. to state few.

Sample online channels (indicative list): Book my show, Make my trip, e-comm websites,

Payback Points, Swiggy, Zomato, Flipkart, Airtel, Vodafone mobile recharges, Video Streaming applications like Hotstar, Amazon Prime , Netflix Subscriptions etc.

Sample offline-Brick and Motor Stores:

Pantaloons Retail, Shoppers Stop, Spencers Retail, Birla More, Tata Group(Croma & Click), Lifestyle Retail, Future Group, Starbucks, CCD, A2B, Haldirams etc.

The bidder shall be evaluated based on the value the partner brings to the program and BPCL as a whole.

Any time of the contract period of the program, the bidder should have at least two partners actively providing offers to enrich the program (Refer "Marketing support", above).

Customer should be able to view merchant valid offers in app & web at any point in time

### **11. BPCL & statutory Audits**

The entire pre-paid Instrument Issuance and management solution is subject to the BPCL's Financial audit and IS audit apart from statutory audits as mandated by RBI.

Any customizations to be done in the pre-paid card management solution to meet the requirement of the BPCL / IS AUDIT/ FINANCIAL AUDIT / RBI / NPCI Should be done free of cost throughout the contract period of 3 years.

The bidder should get their system and process audited from time to time as per the requirements of the NPCI and Reserve Bank of India. Cost of such audits should be borne by the bidder throughout the period of agreement. The Service provider must agree to audit of the facility by BPCL own or designated audit teams and Reserve Bank of India officials and any other statutory body.

### **12. Data Ownership:**

Privacy & Secure Storage of Customer Profile/Data is of paramount importance to BPCL and the data should be maintained securely in platform. The platform instance will be dedicated only for BPCL and no application elements will be shared in part or full with any other enterprise. The databases will be audited for data leak by BPCL IT team or auditors appointed by BPCL. Ownership of the data lying in the system of the bidder is with the BPCL and the bidder. BPCL may ask to share the data from the bidder at any time. On termination of the contract (including extension period, if confirmed by BPCL), the successful bidder should hand over the entire data to BPCL in a readable format and shall have no right to use the data in any way.

The overall infrastructure should have Disaster Recovery (DR) setup of the bidder with maximum failover time of 30 minutes.

The data should also be synced with the DR setup and copy shall be handed over to BPCL from time to time as sought by BPCL.

The right of usage of the data is always with BPCL and bidder shall not be allowed to use the all

elements of customer data, without approval in writing form BPCL, except for purposes as stipulated by RBI.

### **13.Reports & Analytics:**

The bidder should provide custom report based on templates provided by BPCL in a portal.

The bidder must have a dashboards module to provide and view statistics such as number of concurrent users, number of messages received over a time period, flow of conversation tree, details of resolved/ unresolved chats, etc.

The bidder must have the ability to gather runtime telemetry and usage, showing which features are used the most, detects unwanted behaviour and offers visibility into availability, performance and usage.

The bidder also to set scheduling of reports in email at defined times by BPCL

The bidder should show all reports generated on the dashboard in a downloadable format.

Not limited to but like transaction failure report, merchant settlement report, reversal report, bank transfer report, authentication reports etc.(Final requirement shall be given by BPCL time to time) with reports/charts/graphs for Business analysis of various products under various Parameters and Profitability improvement.

The bidder provide standard financial and management accounting reports by providing view of chart of accounts and different ledgers in the system

Not limited to but like balance sheet, cash flow etc.(Final requirement shall be given by BPCL time to time)

Sample report templates additional to above:

- I. Key Performance Indicators (KPIs)
  - a) Customers: Enrolled/Referred/Active/Passive
  - b) Sales : Purchase/Recharge / Repeat customer /Top customers
  - c) District wise/Territory wise/State wise/Region wise/HQ level
  - d) Customers- Retail Outlet wise
  - e) Sales data by Day/Week/Month or selected period up to a year with historical
  - f) Active/Passive Customer Reports Retail Outlet wise
- II. Weekly/Monthly Analytics
  - a) Total Enrolments per day
  - b) Average. Visits Per Customer Spend per Visit
  - c) Customer Demographics Analysis Purchase Analysis
  - d) Total Purchase this year Avg. purchase/day
  - e) Transaction in other channels and Merchant category wise.
- III. Weekly/Monthly Loyalty Insights/Enrollments Statistics
  - a) Total Enrollments in the program so far
  - b) Average enrollments per month (program average/month)  
Total Enrollments in a particular month
  - c) Enrollments through different Channels Mobile, web

- a) Active Customers (visited in the last 90 days)
- b) Inactive Customers (visited in the last 91 to 180 days)
- c) Lapsers (last transaction > 180 days)
- d) Retail Dealerwise wise Enrollment and sales
- e) Performance Retail Dealer wise Customer Purchase

The above Reports and Analytics are basic expectations and BPCL will add or change any new Report formats time to time. This should remain as part of deliverable under the existing scope.

**14.Assisted Model– Enrollment, Loading and re loading the PPI**

The bidder should be able to deploy a portal and app for BPCL dealers and mutually appointed agents through which they can

- 1. Register a customer
- 2. Complete minimum KYC
- 3. Complete Full KYC through Video KYC & e-KYC.
- 4. Receive cash and do cash recharge for customers with Full KYC.
- 5. Raise complaint on behalf of customers
- 6. Check balance
- 7. Any other as sought by from BPCL time to time.

Cash loading shall be available in Minimum KYC and Full KYC customers and shall be available for sales on real-time basis.

This arrangement shall be covered in the master agreement with BPCL and BPCL dealers shall only act as agents.

**15.Integration with BPCL System**

The bidder should integrate with BPCL System to

- a) Send customer data and establish unique identifier between system
- b) Customer wise transaction on real-time basis
- c) Carry out real time update (post and read) of Vouchers if any from BPCL System
- d) Carry out real time update (post and read) of loyalty points if any from BPCL System
- e) Show the points earned in app and web
- f) Show the Voucher codes and BPCL Voucher QRs in app
- g) Real time authentication with BPCL/related system for validation
- h) Convert BPCL points to balance in card/wallet

Sr.No	Brief System	No	Prod name	Type of Integration	No. of calls/Volume
1	BPCL Loyalty System	1	Microsoft Azure	Database extract	Real-time

2	BPCL Analytics Platform	1	Informatica (Staging Server)	Database extract	Real-time
3	BPCL Chatbot	1	Microsoft Azure	API Query	Real-time
4	BPCL Payment Gateway Partner	2	As and when required by BPCL		
5	BPCL Rewards System	1	As and when required by BPCL for redemption and setting up catalogue		

## 16.Help Desk for BPCL

The bidder should provide 24 X 7 hours Helpdesk with Toll free number for Inbound/Outbound calls of BPCL staff and Dealers for Hot listing of Cards and attending to the queries of the Cardholders regarding card transactions in India and from outside India. All the charges will be borne by the successful Bidder. TAT should be defined to respond to customer query as per the agreed guidelines. Bidder should follow all relevant Regulatory/TRAI guidelines while contacting customers through SMS/ calls.

A Ticket based incident management system to all stakeholders including the call center & BPCL staff for real time capture, reporting, tracking and resolution of issues follow-up and tracking of issues – both related to application functionality and technical functionality. The team should provide the Root cause analysis of repetitive incidents

Helpdesk Level	Schema	Resolution Time
Level 1	Filters Help Desk calls and tickets to provide basic support and help on functionality Level 1 support escalates the incident to Level 3	0 to 4 hours
Level 2	Experienced and knowledgeable technicians assess issues and provide solutions for problems that cannot be handed by Level 1.  Level 2 support escalates the incident to Level 3	12- 24 hrs
Level 3	Specialist team and development team will attempt to duplicate problems and define root causes, using product designs, code, or specifications.  Document for future redressal by Level 1 and 2.	24- 48 hrs

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## **17. Service Level Agreement (SLA) , Timelines and Penalty**

### 1. Service Level Agreements

SLAs would be applicable through out the contract period of the program Maintenance and Support. The penalties applicable for delivery of the program, Maintenance and Support of the program shall be on the encompassed as part of the price bid and shall be calculated monthly/quarterly.

### 2. Service Levels Monitoring

- a. Service Level Agreement (SLA) shall become the part of the Contract between BPCL and the Bidder. SLA defines the terms of Bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the deliverables based on the agreed performance indicators as detailed in this section.
- b. The Bidder shall comply with the SLAs to ensure adherence to program timelines, quality and availability of services throughout the duration of the Contract.
- c. The Service Level parameters defined in this section shall be monitored on a periodic basis, as per the individual parameter requirements. Bidder shall be responsible for providing appropriate web based online SLA measurement and monitoring tools and BPCL may also appoint an independent technical auditor or third party for monitoring the service levels. Bidder shall be expected to take immediate corrective action for any breach in SLA. In case issues are not rectified to the complete satisfaction of BPCL, within a reasonable period of time defined in this RFQ, then BPCL shall have the right to take appropriate penalizing actions, or terminate the Contract.
- d. For the purpose of the SLA, definitions and terms as specified in the document along with the following terms shall have the meanings set forth below:
  - (i) "Total Time" – Total number of hours in consideration for evaluation of SLA performance.
  - (ii) "Downtime" – Time period for which the specified services/ components/ system / equipment become unavailable (due to any reason whatsoever) for business processing to the end user in the concerned period, being considered for evaluation of SLA, which shall exclude downtime owing to Force Majeure and reasons beyond control of the Bidder.

*Note 1: Any downtime for maintenance shall be with prior written intimation & confirmation of BPCL.*

*Note 2: Please note that continuous downtime of every 2 hours (from 7am*



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*to 12 midnight) would raise the severity by one level. e.g. the severity level will raise from 0 to 1*

*Note 3: Please note that continuous downtime of every 4 hours (from midnight to 7am) would raise the severity by one level. e.g. the severity level will raise from 0 to 1*

(iii) "Scheduled Maintenance Time" – Time period for which the specified services/ components/ system with specified technical and service standards are not available due to scheduled maintenance activity. The Bidder shall take at least 15 days prior approval from BPCL for any such activity. The scheduled maintenance shall be carried out during non-peak hours and shall not exceed more than four (4) hours and not more than four (4) times in a year.

(iv) "Uptime" – Time period for which the specified services are available in the period being considered for evaluation of SLA

Uptime (%) =  $[1 - \{(Total\ Downtime - Scheduled\ Maintenance\ Time) / (Total\ Time - Scheduled\ Maintenance\ Time)\}] * 100$

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- (v) Penalties shall be applied for each criteria individually and then added together for the total penalty for a particular quarter.
  - (vi) "Incident" – Any event/ abnormalities in the service/ system being provided that may lead to disruption in regular/ normal operations and services to the end user.
  - (vii) "Response Time" – Time elapsed from the moment an incident is reported to the Helpdesk either manually or automatically through the system to the time when a resource is assigned for the resolution of the same.
  - (viii) "Resolution Time" – Time elapsed from the moment incident is reported to the Helpdesk either manually or automatically through system, to the time by which the incident is resolved completely and services as per the Contract are restored.

### 3. Service Level and Penalties

*Indicative severity definition has been provided below:*

*Service Level – Critical: Environment is down or major malfunction resulting in an inoperative condition or disrupts critical business functions and requires immediate attention. A significant number of end users (includes customs and BPCL users) are unable to reasonably perform their normal activities as essential functions and critical programs are either not working or are not available.*

*Service Level – Medium: Loss of performance resulting in users (includes public users) being unable to perform their normal activities as essential functions and critical programs are partially available or severely restricted. Inconvenient workaround or no workaround exists. The environment is usable but severely limited.*

*Service Level – Low: Moderate loss of performance resulting in multiple users (includes public users) impacted in their normal functions.*

- a) Performance Penalty for not meeting a measurement parameter for any two months in consecutive quarters shall result in twice the penalty percentage of that respective measurement parameter in the third quarter for all the three months.
- b) Maximum Penalty applicable for any quarter shall not exceed 10% of the 'applicable fees' for the respective quarter.
- c) Three consecutive quarterly deductions of 10% of the applicable fee on account of any reasons shall be deemed to be an event of default and termination as per RFQ.
- d) The payment to the Bidder shall be on Quarterly basis and the penalty

shall be calculated on Quarterly basis as per the SLAs stated in the RFP.

#### 4. Measurements and Targets

The SLA metrics provided specifies performance parameters as baseline performance, lower performance and breach. All SLA calculations will be done on quarterly basis. The SLA also specifies the liquidated damages for lower performance and breach conditions.

- a) The SLA parameters shall be measured as per the individual SLA parameter requirements and measurement methods through the system generated reports to be provided by the Bidder and approved and audited by BPCL or its appointed Consultant or authorized representative for accuracy and reliability.
  
- b) BPCL shall also have the right to conduct, either itself or through any other agency as it may deem fit, an audit/ revision of the SLA parameters. The SLAs defined, shall be reviewed by BPCL on an annual basis after consulting the Bidder and other experts. All the changes would be made by BPCL after consultation with the Bidder and might include some corrections to reduce undue relaxation in Service levels or some corrections to avoid unrealistic position of liquidated damages, which are noticed after project has gone live.

Program Management (operation) & Maintenance Phase related performance levels:

#	Service Level Objective	Definition	Target	Penalty as indicated below (per occurrence)
Program Management and Maintenance				
Platform Availability				

1	Availability of Program for all end users	<p>Availability means, the aggregate number of hours in a calendar month during which the program/application with all implemented functionalities</p> <ol style="list-style-type: none"> <li>1. Issuance &amp; Account creation</li> <li>2. Transaction Authentication &amp; management (including real-time sms/app notification delivery within 5 seconds)</li> <li>3. Recharge</li> <li>4. Loyalty point accrual</li> <li>5. Loyalty Point redemption</li> <li>6. Mobile application</li> <li>7. web portal</li> </ol> <p>Is actually available, without any interruption to end customers.</p> <p>Uptime Calculation for the calendar month =  <math display="block">\left\{ \left[ \frac{\text{Uptime Hours in the calendar month} + \text{Scheduled Downtime in the calendar month}}{\text{Total No. of Hours in the calendar month}} \right] \times 100 \right\}</math></p>	<p>Availability of each of services 99.5% production instance for the &gt;= for</p>	<p>a) &lt;99.5% to &gt;= 99.00%: 0.5% of Quarterly Payment (QP) of AMC</p> <p>b) &lt;99.00% to &gt;= 98.50%: 1% of QP</p> <p>c) &lt;98.50% to &gt;= 98.00% : 2% of QP</p> <p>d) &lt;98% : 3% of the QP</p> <p>In case the services are not available for a continuous period of 8 Business Hours on any day, penalty shall be 5% of the QP.</p> <p>In case of &lt;95%, BPCL reserves the right for termination.</p>
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Support Channels – Incident and Helpdesk

3	Response Time	<p>Average Time taken to acknowledge and respond, once a ticket/ incident is logged by BPCL/customer to bidder from app/web portal/ customer care.</p> <p>This is calculated for all tickets/ incidents reported within the reporting month.</p>	<p>Service level – Critical: 4 Business hour</p> <p>Service level – Medium: 8 Business Hours</p> <p>Service level – Low: 24 Business Hours</p>	<p>Service level – Critical: 1%% of QP for every 1 Hour of delay beyond permissible time. Up to maximum 5%</p> <p>Service level – Medium: .5%% of QP for every hour of delay beyond permissible time. Up to maximum 5%</p> <p>Service level – Low: % of QP for every day of delay beyond permissible time.</p>
4	Resolution Time	Time taken to resolve the reported ticket/ incident from the time of logging.	<p>Service level – Critical: Within 4 hours of request</p> <p>Service level – Medium: Within 24 hours of request</p> <p>Service level – Low: Within 96 hours of request</p>	<p>Service level – Critical: 5% of QP for every hour of delay beyond permissible time.</p> <p>Service level – Medium: 2% of QP for every hour of delay beyond permissible time.</p> <p>Service level – Low: 1% of QP per hour for every hour of delay beyond Permissible time.</p>
#	Service Level Objective	Definition	Target	Penalty as indicated below (per occurrence)
4.	Delay in implementing updates, functionalities, any modification in mobile application, web portal as advised by BPCL	Time taken to deploy the program developed/customized in production environment	Within the time limit defined in delivery schedule	<p>Delay in deployment:</p> <p>1-7 days: 0.5 % Quarterly payment</p> <p>7-15 Days : 1.5% of Quarterly payment</p> <p>&gt;15 days : 3% of the Quarterly payment</p> <p>&gt;20 days : 5% of the Quarterly payment</p> <p>&gt;30 days BPCL reserves</p>

				right to termination of contract based on agreement
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5. Reporting Procedure: Bidder representative shall prepare and distribute Service level performance reports in a mutually agreed format by the 5th working day of subsequent month. The reports shall include "actual versus target" Service Level Performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports shall be distributed to BPCL management personnel as directed by BPCL. Also, Bidder may be required to get the Service Level performance report audited by a third-party Auditor appointed by BPCL.

6. Reports of incidents reported, etc. has to be submitted by Bidder on a weekly basis.

## 2.1 Timelines - Delivery and Implementation Schedule

Deliverables in the table below are indicative only and shall be read in conjunction with the Scope of Work section of the RFQ for detailed requirements. BPCL or its authorized representative reserves the right to ask for additional information, documents and deliverables throughout the Project.

The proposed implementation schedule (below) is linked to payment on completion of the milestones mentioned in this RFQ:

Where T = Date of issuance of formal "start of work"/ "go-ahead" confirmation issued by BPCL – (Letter of Commencement" issued by BPCL

T1 = Date of issuance of 'Letter of Commencement' from BPCL.(Go-Live)

S.No.	Parameter	Timelines
<b>1</b>	<p><b>On-boarding &amp; Implementation :</b>            Delivery of the detailed program implementation plan with Mobile app design, web portal designs along with all functionality approach for BPCL Sign off.</p> <p>Signing of necessary contracts with BPCL &amp; confirmation to RBI on the Co-branding arrangement</p>	<b>T+ 10 Days</b>

<b>2</b>	<b>Delivery of Program with all required License:</b>  Delivery of the customized program with Mobile app, web portal along with all functionalities as agreed to BPCL after UAT certification, security certification and all clearance of non-conformities, if any.	<b>T+ 60 Days</b>
<b>3</b>	<b>Help Documents for End customers and BPCL users</b>	<b>T+ 60 Days</b>
<b>4</b>	<b>Integration with BPCL System</b>  Integration with all systems as advised by BPCL	<b>Ongoing process</b>
<b>5</b>	Implementing updates, functionalities, any modification in mobile application, web portal as advised by BPCL	<b>Ongoing process As mutually agreed by BPCL and bidder</b>
<b>6</b>	Complete Program Management & Support	<b>Starts from T1. Ongoing process till end of Contract</b>

### **18.Call center support for customers:**

The bidder must provide 24 X7 seats (3 seats) in BPCL Toll free helpline system to address (either re-routed to bidder toll free or directly handled) Customer Service for pre-paid Cardholders with Bilingual support – English & Hindi

### **19.Other requirements:**

#### **Deployment Requirements:**

The Bidder shall have to perform the following activities as per the scope of work given below, but not limited to:

Configuration, Customization, issuance, transaction management, data and customer management and Marketing support along with required Integration with BPCL

Bidder must onboard the required team within 7 days to adhere the delivery schedule i.e. the date of the letter of intent (LOI) for detailed requirement gathering and knowledge transfer.

Bidder must finalize business requirements, functional requirements and technical requirements of the program with BPCL stakeholders.

Bidder must draft and share design documents related to the platform.

Bidder must ensure all regulations in regard to the running of the program.

Bidder must customize based on BPCL's brand style and design guidelines.



Bidder must ensure that before go-live, all the required norms as per RBI and integration aspects are established and tested with test data.

**Testing Requirements:**

Bidder must do SIT and for the proper and harmonious operation of all integrated subsystems. Such a test will verify the full functionality of each subsystem as they are interconnected. This will require testing to be coordinated by the Bidder with BPCL or their designate. This work will be carried out under the direction of BPCL or their designate.

Bidder must perform:

**Stress and Load Testing:** Comprehensive stress and load testing of all component/ solution shall be conducted to demonstrate robustness and reliability of the system.

**System Acceptance Tests (SAT):** SAT shall be conducted after the entire system has been installed, integrated and commissioned. SAT shall be conducted on full system completion only to determine if the system functional and technical requirements as specified in the bidding documents are met. SAT shall be witnessed by BPCL’s representatives. SAT shall also include any performance and load testing for the software applications.

Entry	Exit	Deliverable
<p><b>System Integration testing complete for all interfacing applications.</b></p> <p><b>End to end test scenarios are reviewed and signed off by SMEs (Subject Matter Expert from BPCL side).</b></p> <p><b>No blocker/ critical defects in open status from SIT phases.</b></p> <p><b>Known defects (open status) are documented clearly from SIT phases.</b></p>	<p><b>100% of planned test cases are executed and test results are documented.</b></p> <p><b>100% pass rate on executed test scenarios</b></p> <p><b>No blocker/ critical defects in open status.</b></p> <p><b>Known defects (open status) are documented clearly sign off on the test results.</b></p>	<p><b>End to end test scenarios</b></p> <p><b>End to end defects report.</b></p> <p><b>End to end test execution evidence.</b></p> <p><b>End to end test summary report.</b></p>

BPCL reserves the right to appoint a specialized team for user acceptance testing (UAT). Bidder must provide full support and timely resolutions of the defects encountered in UAT phase.

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Bidder has to setup a test environment for BPCL where BPCL representative and the Bidder will test each use case before go Live

### **Overall Program Management and Support Requirements**

The Bidder shall have to perform the following activities as per the scope of work given below, but not limited to:

Bidder must ensure management of the whole program, customer accounts, balances, awarding reward points, redeeming reward points, mobile application (iOS and android), web portals, licenses, approvals and enhancements in the services during the contract period.

Bidder must ensure redressal of customer account related quires and complaints as per RBI mandated process.

Bidder must provide online service ticketing system to log call in case of any issue and provide access to BPCL to track the status of every ticket.

BPCL should have flexibility to extract the reports of incident in excel and pdf in predefined format.

Bidder must act as a single co-ordinator for issues related to operational problems of the program and be required for identifying and coordinating with other BPCL stakeholder, integration partner (s) to resolve such problems.

Bidder must monitor the maintenance and support plans and metrics to ensure on time, risk free delivery as per contract to BPCL.

Bidder must provide program features upgrades, new features in mobile application, web application, loyalty functionalities, security patches, version updates, enhancements and any other upgrades during the contract period and implement and deploy the same on without any additional cost to BPCL.

Bidder must provide also provide copywriting and translating support to brand elements for the program.

Bidder must provide any technical development such as hashing parameter development during the period of contract for any integration.

#### **20. Documentation**

All financial related decision and discussions should be documented for the purpose of future audit and maintenance and enhancement. Documentation should be completely made for external integration and shared with stake holders. BPCL will be void of Risk arising out of such decisions. This documentation should include functional, technical and integration architecture.

Bidder must provide the user and admin manual and technical documentation to BPCL.

Bidder must provide complete technical architecture as part of solution documents. Complete documentation must be provided on integration, configuration, architecture, DR replication & switchover, security & risk mitigation, and project plan & schedule.

Bidder must provide a SRS document for implementation as per RFP scope of work.

All plans, specifications, designs, reports and other documents submitted by the successful Bidder shall become and remain the property of BPCL.

## **21. PAYMENT TERMS/REVNEUE SHARING:**

The Company, in consideration of the Successful Bidder carrying out and executing the said work to the satisfaction of the Company, shall pay/receive from the Successful Bidder as per the contract Rates, subject to deductions, retentions and abatements, if any to be made therefrom in accordance with the provisions of this Agreement after validation of BPCL officer.

### In Scenario of Receivable from BPCL (based on Price-bid):

Payment will be released quarterly basis based on transactions in BPCL ecosystem from the date of Go-Live of the program as per 'Letter of Commencement' issued by BPCL to the successful bidder.

Quarterly payment invoice to be submitted by 10th of subsequent Quarter.

Payment will be made within 30 days of submission

Bidder shall prepare Invoices, in accordance to GST Rules and should take due care to ensure that invoices are, strictly in accordance to POs issued and as per rates and taxes mentioned therein.

Any change or error in compliance with the same can result in rejection of the Invoice and can result in delays in Payment. Vendor shall be solely responsible for any such delay in payment. Vendors shall also undertake to rectify such Invoices Vender on submitting the Invoice with all necessary enclosures and attachments as mentioned above shall also undertake to upload the Invoice on to the GST Network and pay taxes to GOVT as applicable promptly within stipulated timelines, as per the GST Law.

### In Scenario of Revenue payable to BPCL(based on Price-bid):

BPCL shall raise invoice for the revenue payable to BPCL on quarterly basis and submit to the vendor and the invoice should be paid to BPCL within 30 days for submission of such invoices.

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### **Annexure 3: Contract Terms and Conditions**

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#### **DEFINITION OF TERMS**

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

- a) "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 - 400 001 or their successors or assigns.
- b) "The Bidder" means the person or the persons, firm or Company who responds to this tender.
- c) "The Successful Bidder" means the Bidder whose tender has been accepted by the Owner and includes the Successful Bidder's legal representative, his successor and permitted assigns.
- d) The "Officer-in-Charge" shall mean the person designated as such by the Owner and shall include those who are expressly authorized by the Owner to act for and on his behalf for operation of this contract.
- e) The "Work" shall mean the works and/ or services 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 and/ or services as required for purpose of the contract.
- f) The "Contract Document and associated Corrigendum" means collectively the Tender Document, Terms of Reference, agreed variations, if any, and such other document constituting the tender and acceptance thereof.
- g) The "Contract" shall mean the Agreement between the Owner and the Successful Bidder for the execution of the works including therein all contract documents.
- h) The "Terms of Reference" shall mean the various works to be carried out, reports to be generated and commercial documents to be created in line with the law, as detailed in the tender document.
- i) The "Tender" means the tender submitted by the Successful Bidder for acceptance by the Owner.

- j) The "Variation Order" means an order given in writing by the Officer-in-Charge to effect additions to or deletion from and alterations in the works.
- k) The "Completion Certificate" shall mean the certificate to be issued by the Officer-in-Charge to the Successful Bidder when the works have been completed to his satisfaction.
- l) The "Period of Liability" in relation to a work means the specified period during which the Successful Bidder stands responsible for rectifying all defects that may appear in the services.

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1. **PERFORMANCE OF DUTIES AND SERVICES BY THE SUCCESSFUL BIDDER**

- a) Successful Bidder shall perform its Services in full accordance with the terms and conditions of the Contract and any applicable local laws and regulations and shall exercise reasonable professional skill, care and diligence in the discharge of the said work.
- b) Successful Bidder shall in all professional matters act as a faithful advisor to OWNER, and will provide all the expert commercial/ technical advice and skills which are normally required for the class of Services for which it is engaged.
- c) Successful Bidder, its staff, employees shall carry out all its responsibilities in accordance with the best professional standards.
- d) Successful Bidder shall prepare and submit documents/ reports etc. in due time and in accordance with the Tender Conditions.
- e) Successful Bidder will maintain for the performance of the Contract, personnel as determined to be responsible for carrying out this job and such persons shall not be replaced or substituted without written approval of OWNER.
- f) Successful Bidder is required to highlight any issue on immediate basis to avoid any delay in project delivery.

2. **PRIORITY OF WORKS**

OWNER reserves the right to fix up priorities which will be conveyed by Officer-in-charge and the Successful Bidder shall plan and execute work accordingly.

3. **INTELLECTUAL PROPERTY RIGHTS**

Accessibility to the documents/ system of Owner shall be provided to the Successful Bidder for performing the necessary activities as per requirement. The Successful Bidder should maintain secrecy and should not divulge any information to any person/ Organization in India or abroad.

4. **REPORT/ PRESENTATION**

The Successful Bidder will submit copies of report from time to time as required during execution of the work for comments of OWNER. The scope of work involves giving presentation to Senior Management of OWNER as required for understanding of various activities and strategies to be finalized during the course of execution of this work.

5. **RIGHT to AUDIT**

BPCL reserves the right to audit or inspect work performed by the Bidder. BPCL may participate directly or through an appointed representative, e.g., external auditor, in order to verify that the tasks related to this project have been performed in accordance to the procedures indicated.

6. **MODIFICATION**

Any modification of or addition to the contract shall not be binding unless made in writing and agreed by both the parties

7. **RECTIFICATION PERIOD**

- a) All services shall be rendered strictly in accordance with the terms and conditions stated in the Contract.

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- b) No deviation from such conditions shall be made without OWNER'S agreement in writing which must be obtained before any work against the order is commenced. All services rendered by Successful Bidder pursuant to the Contract (irrespective of whether any information has been furnished, reviewed or approved by OWNER) are guaranteed to be of the best quality of their respective kinds.

**8. INTERPRETATION OF CONTRACT DOCUMENT**

- a) Except if and to the extent otherwise provided by the Contract, the provisions of the Contract Terms and 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 Officer-in-Charge, who shall give his decisions and issue to the Successful Bidder instructions directing in what manner the work is to be carried out. The decision of the Officer-in-Charge shall be final and conclusive and the Successful Bidder shall carry out work in accordance with this decision.
- b) 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.
- c) 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.
- d) Wherever it is mentioned in the Terms of Reference that the Successful Bidder shall perform certain work or provide certain facilities, it is understood that the Successful Bidder shall do so at his own cost.

**9. PERFORMANCE SECURITY DEPOSIT/ RETENTION MONEY:**

- a) To ensure performance of the contract and due discharge of the contractual obligations, successful Bidders shall submit bank guarantee (BG) against the Performance Security Deposit/ Retention Money. This Security deposit shall be furnished in the form of Performance Bank Guarantee in the prescribed format. Bidder will have to provide Performance Bank Guarantee for 10% of the annual contract value defined as 10% of all lump-sum one-time costs (like perpetual license fee, installation etc) + 10% of annual recurring costs (like AMC, use case development etc), unless otherwise specified. Such PBGs can be given, upfront, or for 10% value of each running bill. The Bank Guarantee shall be valid and remain in force till the contractual delivery/ completion period (as mentioned in the guarantee clause) and with an invocation period of six months thereafter.

This Bank guarantee held, shall be released after the expiry of the defect liability period provided that company do not have any pending claim on the Bidder, towards contractual obligations/ performance.

- b) If Bidder wants to submit the PBG at Contract level to avoid multiple number of PBG (i.e. PBG issued against every purchase/ call off order) then the validity of PBG will be calculated as mentioned below :

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

- c) In order to expedite BG confirmation process, BPCL has tied up with SBI for implementation of SFMS Bank Guarantee.

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- d) Bidders shall provide BPCL's Bank Account No. & IFSC Code (Details given below) to their Bank at the time of application for Bank Guarantee in favor of BPCL. Issuing Bank shall issue the Bank Guarantee & send SFMS message to BPCL Bank confirming the Bank Guarantee as genuine. BPCL's Bank (SBI) shall in turn send the said SFMS message to BPCL's dedicated email ID basis which BPEC shall consider the said Bank Guarantee as verified by Bank. After getting the physical BG from the Bidder, BPEC Team shall validate the same with the Swift message and shall proceed with the release of payment to Bidders which is due against the said Bank Guarantee.

Bank Details

Name of Bank: State Bank of India

Branch: CAG Branch, Mumbai

Account No: 11083980831

IFSC Code: SBIN0009995

**ADDRESS OF BPEC FOR SENDING ORIGINAL BANK GUARANTEE:**

Business Process Excellence Centre Bharat

Petroleum Corporation Limited BPCL Office

Complex, Plot No. 6 Sector -2, Behind

CIDCO Garden, Kharghar

New Mumbai, Maharashtra 410210

- e) In the case of Indigenous Bidders, the Performance Bank Guarantee shall be given on a non-judicial stamp paper of appropriate value (currently ₹ 100).
- f) The Bank guarantee 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 shall be in Indian Rupee in the case of domestic Bidders and in US Dollars in the case of foreign Bidders.
- g) In the case of imports, the Supplier shall furnish the Performance Bank Guarantee (as per Annexure I) through the following :
- a. Branches of Indian scheduled banks operating in their Country.
  - b. Foreign bank operating in their Country which is counter guaranteed by branches of Indian scheduled banks operating in their Country/ India.
  - c. Indian branches of foreign banks.
  - d. Foreign bank operating in their Country counter guaranteed by their Indian branch
- However, in respect of c) and d) above, the Indian branch of foreign banks should be recognized as scheduled bank by Reserve Bank of India.
- h) The contractor shall have the option to adjust any Earnest Money Deposit - (EMD), if paid by demand draft towards security deposit, if he so desires.
- i) 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 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 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. No interest shall be payable by the Owner from sum deposited as security deposit.



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- j) 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 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.

#### **10. FORFEITURE OF SECURITY DEPOSIT**

- a) Whenever any claim against the Successful Bidder 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 Successful Bidder, forming whole or part of such security being insufficient or if no security has been taken from the Successful Bidder 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 Successful Bidder. The Successful Bidder shall pay to the owner on demand any balance remaining due.

#### **11. ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED**

In any case in which, under any clause or clauses of this contract, the Successful Bidder shall have forfeited the whole of his security deposit (whether submitted in the form of PBG or paid in one sum or deducted by installment ) or have committed a breach of any of the terms contained in this contract and has failed to rectify the same within 30 days of receipt of notice such breach or defect by 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 Successful Bidder under the hand of the owner shall be conclusive evidence) in which case the security deposit of the Successful Bidder shall stand forfeited and be absolutely at the disposal of the Owner.
- b) To measure up the work of the Service provider and to take such part thereof as shall be unexecuted out of his hand to give it to another Successful Bidder to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Successful Bidder, if the whole work had been executed by him (of the amount of which excess, the certificate in writing of the Officer-in-Charge shall be final and conclusive) shall be borne and paid by the original Successful Bidder 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.
- c) In the event of any of the above course being adopted by the Owner, the Successful Bidder shall have no claim to compensation for any loss sustained by him by reason of his entered into any agreements or made any advances on account of or with a view to the execution of the work of the performance of the contract. In case the Successful Bidder shall not be entitled to recover or be paid any sum for any work actually performed under this contract unless the Officer-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.

#### **12. SIGNING OF THE CONTRACT & NDA**

The successful Bidder will be required to enter into an NDA with BPCL Draft Copy of NDA is provided in **Annexure 7**. Work with the Successful Bidder will commence after signing of the NDA. The Successful Bidder shall also be required to execute an agreement within a period of 30 days 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.

The Integrity Pact as detailed in **Annexure 6** in respect to the subject tender will also be part and parcel of the said agreement.

#### **13. SPOC FROM SUCCESSFUL BIDDER'S TEAM**

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- a) Successful Bidder shall nominate a qualified and experienced person as its Single Point of Contact (SPOC) who will be the contact person between the owner and Successful Bidder for the performance of the Contract. Successful Bidder shall notify the owner in writing prior to the appointment of a new Single Point of Contact.
  - b) Owner shall be at liberty to object to any nomination and to require Successful Bidder to remove Successful Bidder's representative for good causes. Successful Bidder shall replace immediately such person by competent substitute at no extra cost to the owner.
  - c) Successful Bidder's Representative shall be entitled to act on behalf of Successful Bidder with respect to any decisions to be made under the Contract.

**14. RETIRED/ RESIGNED COMPANY OFFICER:**

No Officer of the Owner is allowed to work as a Successful Bidder for a period of two years after his retirement/ resignation 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 Successful Bidder or any of his employees is found at any time to be such a person, who had not obtained the permission of the Owner as aforesaid before submission of tender, or engagement in the Successful Bidder's service as the case may be.

**15. PRICE**

The rates quoted by the Service Provider for each line item should be firm and not subject to any price escalation.

**16. SUCCESSFUL BIDDER TO OBTAIN HIS OWN INFORMATION:**

The Successful Bidder in fixing rate shall for all purposes whatsoever be deemed to have himself independently obtained all necessary information for the purpose of preparing his tender. The Successful Bidder 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 Successful Bidder from executing the work comprised in the contract according to Terms of Reference at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the works and the requirements of materials (Technological solution) and manpower 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. He is deemed to have acquainted himself as to his liability for payment of Government taxes and other charges. Any neglect or failure on the part of the Successful Bidder in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risk or liabilities or the entire responsibility from completion of the works at the scheduled rates and time in strict accordance with the contract documents.

**17. OWNER NOT BOUND BY PERSONAL REPRESENTATION**

The Successful Bidder shall not be entitled to any increase/ or variation on the scheduled rates or any other right or claim whatsoever by reason of any representations, explanations, statements or alleged representation, promise or guarantee given or called to have been given to him by any person.

**18. TAXES AND DUTIES**

**Goods and Services Tax (GST):**

- a) All Bidders shall have GST registration in the concerned State from where he intends to supply the goods. Bidder shall declare the source location of supply and shall provide their

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GSTN number in the quotation.

- b) Bidder shall provide HSN/ SAC code of the goods/ services and corresponding GST rate for the same.
- c) In case GST is not applicable to the Bidder currently, as per turnover criteria, GST due to change in turnover is not payable. If applicable in future, the same will be borne by Bidder.
- d) GST as applicable by the Successful Bidder at the time of delivery within scheduled delivery period will be payable by BPCL.
- e) Successful Bidder shall submit the TAX Invoice, for BPCL to claim the Input Tax Credit of the GST paid by the Successful Bidder, wherever applicable.
- f) The Successful Bidder shall take steps viz. uploading invoice in GSTR 1, payment of the tax liability on the said invoices and filing of Returns etc. and comply with all the requirements of applicable laws including GST laws for the time being in force, to enable the OWNER to avail tax credit/ s including input tax credit. Any loss or non-availability of input tax credit by the OWNER due to non-compliance of applicable tax laws including but not limited to GST laws in force or otherwise, on the part of SUCCESSFUL BIDDER, an amount equivalent to any tax liability accruing to the OWNER and/ or to the extent of any loss accrued to the OWNER shall be deducted from the payment due to the SUCCESSFUL BIDDER or shall be reimbursed by the SUCCESSFUL BIDDER, as the case may be, till such default is either rectified or made good by the SUCCESSFUL BIDDER and the OWNER is satisfied that it is in a position to claim valid input tax credit within the time-lines as per applicable laws.
- g) Any cost, liability, dues, penalty, fees, interest as the case may be, which accrues to the OWNER at any point of time on account of non-compliance of applicable tax laws or rules or regulations thereof or otherwise due to default on the part of SUCCESSFUL BIDDER shall be borne by the SUCCESSFUL BIDDER. An amount equivalent to such cost, liability, dues, penalty, fees, and interest as the case may be, shall be reimbursed by the SUCCESSFUL BIDDER within 30 days. Any GST as may be applicable on such recovery of amount shall also be borne by SUCCESSFUL BIDDER and same shall be collected by the OWNER.

#### **19. TAX INVOICE**

Bidders shall provide GST invoice to enable BPCL to obtain GST credit of GST Tax paid as per GST rules.

#### **20. PAYMENT TERMS**

The Company, in consideration of the Successful Bidder carrying out and executing the said work to the satisfaction of the Company, shall pay the Successful Bidder as per the said schedule of Rates, subject to deductions, retentions and abatements, if any to be made therefrom in accordance with the provisions of this Agreement after validation of BPCL officer.

- 1. No advance payment shall be made for any activity.
- 2. The price quoted in the price bid should cover all charges as mentioned in the Term of reference.
- 3. If the Bidder is liable for any penalty as per the SLA (refer to the related clause of this agreement), the same shall be adjusted from payments due to the Successful Bidder.
- 4. BPCL will release the payment within 30 days of submission of valid invoice subject to the condition that invoice and all supporting documents produced are in order and work is performed as per the scope of the project and meeting the SLA Criteria. BPCL shall be entitled to delay or withhold the payment of a disputed invoice or part of it delivered by Bidder, when BPCL disputes such invoice or part of it, provided that such dispute is bona fide.
- 5. Payments would be released by our office at BPEC, KHARGHAR through NEFT. The invoice should

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be addressed to BPEC.

## **21. CONTRACT PERIOD**

The selected bidder will have to provide the service for Pre-paid card Solution for a contract period of 3 years, from the date of issuance of 'Letter of Commencement' from BPCL.

The program can be renewed for another period of 3 years or part thereof, as per mutual concurrence.

## **22. LIABILITIES**

- a) Without prejudice to any express provision in the contract, Successful Bidder shall be solely responsible for any delay, lack of performance, breach of agreement and/ or any default under this contract.
- b) Successful Bidder shall remain liable for any damages due to its gross negligence up to validity of the contract period.
- c) The amount of liability will be limited to the total value of the contract.
- d) Notwithstanding any other provisions, except only in cases of willful misconduct, gross negligence, criminal acts, IPR infringement and breach of confidentiality obligations, neither the Successful Bidder nor OWNER shall be liable to each other, in Contract, tort or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.

## **23. PROFESSIONAL LIABILITY**

The Successful Bidder is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession.

## **24. INDUSTRIAL AND INTELLECTUAL PROPERTY**

- a) In order to perform the services, Successful Bidder must obtain at its sole account, the necessary assignments, permits and authorizations from the titleholder of the corresponding patents, models, trademarks, names or other protected rights and shall keep the owner harmless and indemnify the owner from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/ or on account of infringements of said patents, models, trademarks names or other protected rights.
- b) All documents, report, information, data etc. collected and prepared by the Successful Bidder in connection with the scope of work submitted to the owner will be property of the owner.
- c) All information, data, report, etc. residing in the Platform in connection with the scope of work submitted to the owner will be the property of the owner. It should be handed over to the Owner as and when demanded by the owner.
- d) Successful Bidder shall not be entitled either directly or indirectly to make use of the documents, reports given by the owner for carrying out of any services with any third parties.
- e) Successful Bidder shall not without the prior written consent of the owner be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

## **25. LIENS**

- a) 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 Successful Bidder, the Owner shall have the

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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 Successful Bidder. If any lien or claim remain unsettled after all payments are made, the Successful Bidder 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.

## **26. CONFLICT OF INTEREST**

- a) The Successful Bidder shall not receive any remuneration in connection with the assignment except as provided in the contract. The Successful Bidder and its affiliates shall not engage in other activities that conflict with the interest of the BPCL under this contract. i.e any similar PPI based Loyalty solution with any other oil company PSU/Pvt players in India.
- b) Successful Bidder has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Successful Bidder or the termination of its Contract. The template for disclosing such information is given in Annexure 17.
- c) The final decision on award of job to such bidder as in point 26(b), shall be decided by BPCL.

## **27. CONFIDENTIALITY**

- a) OWNER and the Successful Bidder agree to keep confidential (i) the terms and conditions of the Contract (ii) any data/ information related to the Contract which is not in public domain and which may have a material effect on the Contract, and (iii) any opinion, advice, statement, experts' views, documents, technical particulars, etc., provided by OWNER to the Successful Bidder and vice versa. Further, the Successful Bidder and OWNER agree that none of the foregoing matters may be disclosed or referred to publicly or to any third party not concerned with the Contract excluding the Government of India, OWNER or its authorized assigns or any such other body which has the authority to ask for such information under the law) except in accordance with the written authority of the other Party.
- b) Successful Bidder 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. Successful Bidder will not give any items concerning details of the work to the press or a news disseminating agency without prior written approval from Owner.
- c) The provisions of the clause shall continue to be in force after the termination or completion of Services under the Contract and shall expire after 24 months from termination or completion of service.

## **28. SUBLETTING AGREEMENT**

Subletting/ Outsourcing is strictly not allowed for issuance of co-branded PPI management under any circumstances.

## **29. EXIT MANAGEMENT**

- a) The exit management period starts, in case of expiry of contract, at least 3 months prior to the date when the contract comes to an end or in case of termination of contract, on the date when the notice of termination is sent to the Bidder. The exit management period ends on the date agreed upon by BPCL or Three months after the beginning of the exit management period, whichever is earlier.

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- b) Confidential Information, Security and Data: Bidder will promptly, on the commencement of the exit management period, supply to BPCL or its nominated agencies the following:
- Information relating to the current services rendered and performance data relating to the performance of the services;
  - All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable BPCL and its nominated agencies, or its replacing Bidder to carry out due diligence in order to transition the provision of the Services to BPCL or its nominated agencies, or its replacing Bidder (as the case may be).
  - The Bidder shall retain all of the above information with them for 30 days after the termination of the contract, post which the provider has to wipe/ purge/ delete all information created or retained as part of this project.
- c) If the Bidder fails to meet the performance and SLA guidelines, BPCL reserves the right to terminate the contract and request to move to a different Bidder that meets the mandatory guidelines & standards at no additional cost to BPCL. The exit management provisions shall come into effect in such a scenario.

### **30. EXIT MANAGEMENT PLAN**

Successful Bidder shall provide BPCL with a recommended "Exit Management Plan" which shall deal with at least the following aspects of exit management in relation to the SLA as a whole:

- a) A detailed program of the transition process that could be used in conjunction with a Replacement Bidder including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer.
- b) Plans for the communication with such of the Successful Bidder, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer.
- c) Exit Management Plan shall be presented by the Bidder to and approved by BPCL.
- d) During the exit management period, the Bidder shall use its best efforts to deliver the services.

The Exit Management Plan will be evaluated based on the below parameters. It must be noted that an indicative set of parameters have been provided below, BPCL may change the evaluation parameters at any time during the contract.

- The Bidder must provide comprehensive knowledge transfer to new operations team through workshops, discussions sessions and responses to queries.
- The Bidder must provide at least one month of shadow Operations and Maintenance Support services, where the new operations team and the Bidder's operations team are working in parallel.
- The Bidder must ensure that its team has handed over administration rights/ passwords to the new operations team.
- The Bidder must ensure complete handover to the satisfaction of BPCL. In case the Bidder is unable to address such issues, BPCL may levy penalty or invoke the Performance Bank Guarantee of the Bidder.

- The Bidder shall ensure all documentation including diagrams, policies, procedures, asset registers, configuration documents, shared licenses and all other documents in relation to the works are kept up to date and all such documentation is handed over to BPCL.
- In addition, any information/ data gathered or generated by the Bidder during the term of the Contract would be the property of BPCL and the same should be handed over to BPCL in native format at the end or termination of the Contract.
- In case if BPCL observes the lack of willingness to manage transit/ sharing of information or lack of support from Bidder's end, BPCL shall have absolute discretion to levy severe penalties and deduct the amount from billing or performance bank guarantee.
- During transition phase, the Successful Bidder shall not change or remove their key resources at any locations to enable the successful transition. In case of any such happening, BPCL will have the right to penalize the Successful Bidder appropriately.
- The transition period being within the contract period, the Bidder shall continue to be responsible for the in-scope activities under Operations and Maintenance support, unless otherwise specified by BPCL.

### 31. TERMINATION

BPCL shall have the right to terminate the project upon or at any time of the happening of any of the following events:

- Breach of Commercial Terms and Conditions:** If the Solution Provider commits any breach of commercial terms and conditions of the tract/ Agreement and fails to remedy such breach within 15 days of the receipt of return notice from BPCL in regard thereto.
- Dissolution/ Liquidation:** On the dissolution of the firm if the Solution Provider happens to be a partnership firm.
- Liquidation**, whether voluntary or otherwise, or the passing of an effective resolution for winding up the business, if the Solution Provider is a company.
- If BPCL decides to discontinue the hosted application's use during the contract period; it will give 30 days' notice to solution provider for terminating the hosting contract.

### 32. FORCE MAJEURE

Circumstances leading to force majeure

- Act of terrorism;
- Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;
- Ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
- epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and

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

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

- **Notification of Force Majeure:** Contractor shall notify within [10(ten)] days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delaying the Affected Party in performing its obligations under the Contract.
- **Right of either party to terminate:** If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty days) or more in a continuous period of 365 (three hundred sixty five) days after notice has been given under this clause, either Party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other Party.
- **Payment in case of termination due to Force Majeure:** The Contract Price attributable to the Works performed as at the date of the commencement of the relevant event of Force Majeure. The Contractor has no entitlement and Owner has no liability for:
  - a. Any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and
  - b. Any delay costs in any way incurred by the Contractor due to an event of Force Majeure.

Time extension for such cases will be worked out appropriately.

### **33. ARBITRATION:**

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

- 33.1 The dispute or difference shall, in any event, be referred only to a Sole Arbitrator.
- 33.2 The appointment and arbitration proceedings shall be conducted in accordance with SCOPE forum of Arbitration Rules for the time being in force or as amended from time to time.
- 33.3 The Seat of arbitration shall be at Mumbai.
- 33.4 The proceedings shall be conducted in English language.
- 33.5 The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the Sole Arbitrator.

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



1835 dated 22-05-2018.(\* The exclusion would also include disputes concerning GST, State level Sales Tax/ VAT etc.; though not mentioned explicitly).

#### **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 equipment 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. OPERATION OF CONTRACT**

- a) **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.
- b) **Jurisdiction:** The Successful Bidder shall be governed by the Laws in force in INDIA. The Successful Bidder hereby submits to the jurisdiction of the Courts situated at Mumbai, for the purpose of actions and proceedings arising out of the contract and the courts at Mumbai, only will have jurisdiction to hear and decide such actions and proceedings.
- c) **Non-Waiver of Default:** Any failure by the Owner or Successful Bidder 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 Successful Bidder, as the case may be at any time to avail itself of same.

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### 36. NOTICES

- a) Any notice given by one party to the other pursuant to the CONTRACT shall be sent in writing by email or letter.
- b) A notice shall be effective when delivered or on the notice's effective date, whichever is later.

### 43. HOLIDAY LISTING:

- a) The following expressions used in this clause shall have the meaning indicated against each of these, unless the context otherwise requires:
  - Agency: "Party/ Contractor/ Supplier/ Bidders/ Consultant/ Successful Bidder/ Bidder/ Licensor" in the context of these guidelines is indicated as 'Agency'; "Party/ Contractor/ Supplier/ Bidders/ Consultant/ Successful Bidder/ Bidders/ Licensor" shall mean and include a public limited company or a private limited company, a joint venture, Consortium, HUF, a firm whether registered or not, an individual, co-operative society or an association or a group of persons engaged in any commerce, trade, industry etc.
  - Appellate Authority: "Appellate Authority" shall mean the concerned functional Director of BPCL or any other authority nominated by the C & MD. The Appellate authority shall be higher than the "Competent Authority".
  - Competent Authority: "Competent Authority" shall mean the authority, who is competent to take final decision for Banning of business dealings with Agencies, in accordance with these guidelines:
  - The Competent Authority for a Procurement Department which is initiating the Holiday Listing process should be the Regional head (or) SBU/ Entity head as the case may be relevant to the said Procurement Department, but not below the level of General Manager
  - Corporation: "Corporation" means Bharat Petroleum Corporation Ltd. with its Registered Office at Bharat Bhavan, 4&6 Currimbhoy Road, Ballard Estate, Mumbai-400001.
  - Corrupt Practice: "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution. Corrupt Practice" also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
  - Fraudulent Practice: "Fraudulent Practice" means and include any act or omission committed by an agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order;
  - Collusive Practice : "Collusive Practice" amongst Bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
  - Coercive Practice: "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
  - Officer-in-Charge: "Officer –in-Charge (OIC)" or "Engineer-in-Charge (EIC)" shall mean the person(s) designated to act for and on behalf of BPCL for the execution of the work

as per requirement of the concerned department.

- Malpractice : Malpractice means any Corrupt Practice, Fraudulent Practice, Collusive Practice or Coercive practice as defined herein.
- Misconduct : "Misconduct" means any act or omission by the Agency, making it liable for action for Holiday Listing as per these guidelines.
- Nodal Department: "Nodal Department" means the Department primarily assigned with the role of overseeing the Holiday Listing Process to ensure adherence to guidelines, maintaining, updating and publishing the list of Agencies with whom BPCL has decided to ban business dealings and shall be the Corporate Finance Department.
- Bidders De-listment Committee: "Bidders De-listment Committee" relevant to the procurement department which initiates the holiday listing process would be the same as the Bidders enlistment Committee as per DR&A of the concerned SBU/ Entity.

b) An Agency may be placed in Holiday List for any one or more of the following circumstances for the period mentioned herein:

- In the context of its dealings with the Corporation:

<b>S. No.</b>	<b>Reasons for holiday listing</b>	<b>Period of holiday listing</b>
1	Indulged in malpractices resulting in financial loss to the Corporation	15 Years
2	Submitted fake, false or forged documents/ certificates	3 Years
3	Has substituted materials in lieu of materials supplied by BPCL or has not returned or has unauthorized disposed of materials/ documents/ drawings/ tools or plants or equipment supplied by BPCL	15 Years
4	Has deliberately violated and circumvented the provisions of labor laws/ regulations/ rules, safety norms, environmental norms or other statutory requirements	3 Years
5	Has deliberately indulged in construction and erection of defective works or supply of defective materials	3 Years
6	Has not cleared BPCLs previous dues if applicable	1   3 Years
7	Has committed breach of contract or has abandoned the contract	3 Years
8	Poor performance of the Agency in one or several contracts	1 Years
9	Has not honored the fax of award/ letter of award/ Contract/ Purchase order after the same is issued by BPCL	1 Years
10	Withdraws/ revises the bid upwards after becoming the L1 Bidder	1 Years
11	Has parted with, leaked or provided confidential/ proprietary information of BPCL to any third party without the prior consent of BPCL	15 Years

- Following additional grounds can also be reasons for Holiday Listing of an agency:

<b>S. No.</b>	<b>Reasons for holiday listing</b>	<b>Period of holiday listing</b>
<b>1</b>	If the Agency is or has become bankrupt , OR is being dissolved OR has resolved to be wound up OR if proceedings for winding up or dissolution has been instituted against the Agency	3 Years

<b>2</b>	Any other ground, including transgression of Integrity Pact, which, in the opinion of the Corporation, makes it undesirable to deal with the Agency; In the case of transgression of Integrity Pact, the same should be substantiated by the verdict of the Independent External Monitor	3 Years
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- In cases where Holiday Listing is proposed based on advice from the Administrative Ministry, no show cause or formal decision by competent authority will be required. The Nodal Department will directly intimate the Agency that they have been placed in Holiday Listing by BPCL based on the Ministry's advice.

**c) Provision for Appeal**

- An agency aggrieved with the decision of the Competent Authority shall have the option of filing an appeal against the decision of the Competent Authority within a maximum of 15 days from the date of receipt of intimation of holiday listing.
- Any appeal filed after expiry of the above period shall not be considered by the Appellate Authority.
- On receipt of the Appeal from the Agency, the Appellate Authority, if it so desires, may call for comments from the Competent Authority.
- After receipt of the comments from the Competent Authority, the Appellate Authority, if it so desires, may also give an opportunity for personal hearing, to the Appellant Agency.
- After examining the facts of the case and documents available on record and considering the submissions of the Appellant Agency, the Appellate Authority may pass appropriate order by which the Appellate Authority may either:
  - Uphold the decision of Competent authority with or without any variation/ lesser period of Holiday Listing; OR
  - Annul the order of the Competent Authority.
- No Appeal is permitted in case an Agency is placed in Holiday List by BPCL, based on Ministry's advice.

**d) Effect of Holiday Listing**

- No enquiry/ bid/ tender shall be entertained with an Agency as long as the 'Agency' name appears in the Holiday list.
- If an 'Agency' is put on the Holiday list during tendering:
  - A. If an 'Agency' is put on Holiday List after issue of the enquiry/ bid/ tender but before opening of the un-priced bid, the un-priced bid of the 'Agency' shall not be opened and BG/ EMD, if submitted by the 'Agency' shall be returned. If an 'Agency' is put on Holiday List after un-priced bid opening but before price bid opening, the price bid of the 'Agency' shall not be opened and BG/ EMD submitted by the 'Agency' shall be returned.
  - B. If an 'Agency' is put on Holiday List after opening of price bid but before finalization of the tender, the offer of the 'Agency' shall be ignored and will not be further evaluated and the BG/ EMD if any submitted by the 'Agency' shall be returned, The 'Agency' will not be considered for issue of order even if the 'Agency' is the lowest (L1). In such situation next lowest shall be considered as L1.

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- C. If contract with the 'Agency' concerned is in operation, (including cases where contract has already been awarded before decision of holiday listing) normally order for Holiday Listing from business dealings cannot affect the contract, because contract is a legal document and unless the same is terminated in terms of the contract, unilateral termination will amount to breach and will have civil consequences.
- e) **Revocation of suspension order:** "A Holiday Listing order may, on a review during its currency of operation, be revoked by the competent authority if it is of the opinion that the disability already suffered is adequate in the circumstances of the case, and the Agency has taken appropriate action to avoid recurrence."

The entire guidelines and procedures for Holiday Listing are available in BPCL website and they can be accessed at <http://bharatpetroleum.in/pdf/holidaylistingpolicyfinal.pdf>

#### 44. Special Terms and Conditions:

- A. **MSE CLAUSE & CA CERTIFICATE FOR MICRO AND SMALL ENTERPRISES (MSEs)** : Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises for the item mentioned in the EOI are exempted from submission of EMD. Such bidders must upload the necessary MSE documents to claim exemption for Earnest Money Deposit in e-tendering portal. MSE documents (UAM/EM-II/ Udyam Registration) need to be certified by Chartered Accountant (CA) as per enclosed format, refer **Annexure4 CACertificate**. The original hardcopy of CA certificate and MSE document with original stamp and seal of CA must be submitted in the tender box, on or before due date of the EOI. If NSIC certificate is being submitted then the bidder must submit a TPIA verified (copy with original stamp and seal of TPIA) copy of the same in the tender box. Alternatively, documents signed digitally by the CA/TPIA agency, as applicable can be uploaded over e-tendering site

**CA Certificate with respect to MSE Document:** All bidders quoting as MSE, should submit CA certificate in original, along with MSE doc. (UAM/EMII/ Udyam Registration) documents like SC/ST Certificate, Women Entrepreneur proof, to avail the benefits of Public Procurement Policy as per MSMED Act 2006/Public Procurement Policy Order 2012. In case CA certificate is not submitted, bid of the vendor may be rejected at EMD stage. Please find below further points with respect to same:

- The CA certificate should be dated after the date of floating of the subject EOI and shall be specific to the EOI for which bid is being submitted.
- Format of the CA certificate is attached as Annexure IV for reference and bidder needs to submit certificate strictly in the said format else bid shall be rejected

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B. No preference is available to Start-ups and MSME bidders all bidders complying with the required BQC criteria are eligible and shall be evaluated based on QCBS bid evaluation.

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

**Restrictions under Rule 144(xi) of the General Financial Rules, 2017  
– Reference OM no. 6/18/2019 – PPD dtd. 23.07.2020  
(read along with any subsequent  
clarifications/amendments thereof) issued by Ministry  
of Finance, Public Procurement Division  
(<https://doe.gov.in/procurement-policy-divisions>)**

(I) Any bidder\* from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with Competent Authority. The Competent authority for the purpose of registration shall be the Registration Committee constituted by the Department of Promotion of Internal Trade (DPIIT) of Govt. of India. (*\* In case of domestic tenders, the term "bidder" shall mean domestic bidders as defined under clause III below*)

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

(III) "Bidder from a country which shares a land border with India" means:

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

(IV) "Beneficial owner" for the purpose of para (III) above will be as under:

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

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- a. "Controlling ownership interest" means ownership of an entitlement to more than twenty-five percent of shares or capital or profits of the company;
  - b. "Control shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or through one or more juridical person(s), has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

(VI) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Undertaking as per **Annexure13 LandBorder**

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#### **Annexure 4: Instructions to Bidders**

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1. All prices quoted should in Indian Rupees (Rs.).
2. For step by step procedure (for registration & bidding) please visit BPCL E-Proc web site <https://bpclproc.in/EPROC/> and open "Instruction to Bidder" link.
3. Interested parties may download the tender from BPCL website (<http://www.bharatpetroleum.in>) or the CPP portal (<http://eprocure.gov.in>) or from the e-tendering website (<https://bpclproc.in>) and participate in the tender as per the instructions given therein, on or before the due date of the tender. The tender available on the BPCL website and the CPP portal can be downloaded for reading purpose only. For participation in the tender, please fill up the tender online on the e-tender system available on <https://bpclproc.in>.
4. For registration on the e-tender site <https://bpclproc.in>, you can be guided by the "Instructions to Vendors" available under the download section of the homepage of the website. As the first step, Bidder shall have to click the "Register" link and fill in the requisite information in the "Bidder Registration Form". Kindly remember your e-mail id (which will also act as the login ID) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Login in to the portal using your credentials. When you log in for the first time, system will ask you to add your Digital Signature. Once you have added the Digital Signature, please inform us by mail to the vendor administrator [vendoradmin@bpclproc.in](mailto:vendoradmin@bpclproc.in) with a copy to [support@bpclproc.in](mailto:support@bpclproc.in) for approval. Once approved, Bidders can login in to the system as and when required.
5. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of Class IIB and above (having both signing and encryption certificates) as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). The cost of obtaining the digital certificate shall be borne by the vendor.

In case any vendor so desires, he may contact our e-procurement service provider M/ s. E-Procurement Technologies Ltd., Ahmedabad (Contact no. Tel: +91 79 4001 6868 for obtaining the digital signature certificate.

6. **Corrigendum/ Amendment**, if any, shall be notified on the site <https://bpclproc.in>. In case any Corrigendum/ Amendment is issued after the submission of the bid, then such Bidders who have submitted their bids, shall be intimated about the Corrigendum/ Amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the Bidder. They have the choice of making changes in their bid before the due date and time.
7. To maintain secrecy and security of bids and the data exchanged, the system operates with the "Digitally signed Certificate" from buyer as well as seller. Data exchanged in the system shall have double encryption which is enabled by a "Digitally signed Certificate". This ensures maximum possible security and the bids can be viewed only after the tender opening by BPCL/ participating Bidders.
8. As a pre-requisite for participation in the tender, Bidders are required to obtain a valid Digital Certificate of **Class IIB** and above (having both signing and encryption certificates) as per Indian IT Act from the Licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). **The cost of obtaining the digital certificate shall be borne by the Bidder.**
9. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
  - a. Vendors are advised to log on to the website (<https://bpclproc.in>) and arrange to register themselves at the earliest, if not done earlier.
  - b. The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be



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taken into cognizance.

c. Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid. If the vendor intends to change/ revise the bid already submitted, they shall have to withdraw their bid already submitted, change/ revise the bid and submit once again. In case vendor is not able to complete the submission of the changed/ revised bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention. The process of change/ revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.

d. Once the entire process of submission of online bid is complete, they will get an auto mail from the system stating you have successfully submitted your bid in the following tender with tender details.

e. Bids/ Offers shall not be permitted in e-procurement system after the due date/ time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.

f. No manual bids/ offers along with electronic bids/ offers shall be permitted.

10. The entire tender document along with Annexure, Bid Qualification Criteria (if any), Techno-commercial and other Details, Price Bid as well as all the uploaded documents shall form the part of the tender. Offers should strictly be in accordance with the tender terms & conditions and our specifications. Tenderers are requested to carefully study all the documents/ annexure and understand the conditions, specifications etc., before submitting the tender and quoting rates. In case of doubt, written clarifications should be obtained, but this shall not be a justification for request for extension of due date for submission of bids.

**11. Earnest Money Deposit (EMD)**

11.1. The Bidder shall submit an interest-free Earnest Money Deposit of Rs. 10 lakh (Rupees Ten Lakh only) by crossed account payee Demand Draft drawn on any nationalized/ scheduled bank in favor of "BHARAT PETROLEUM CORPORATION LTD" payable at Mumbai. The earnest money can also be deposited in the form of Demand Draft or Bank Guarantee in favour of Bharat Petroleum Corporation Limited or Electronic Funds Transfer to BPCL's Bank Account (As per Annexure 12).

II. Bank Guarantee (BG) executed by any Scheduled Bank approved by Reserve Bank of India as per the proforma. The BG shall remain valid for a period of six months from the due date of opening the tender. The Bank Guarantee so furnished by the Bidder shall be in the proforma prescribed by BPCL.

- 11.2. EMD should be submitted in physical form in a sealed cover addressed to Bharat Petroleum Corporation Limited, Retail Head Quarters, 12th Floor, E&F Wings, Maker Tower, Cuffe Parade, Mumbai, Maharashtra- 400 005, boldly super-scribed on the outer cover:

- Tender Name
- CRFQ number
- Closing date/ Time
- Name of the tenderer

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

Sriramkumar  
Manager Customer Digital Solutions  
Bharat Petroleum Corporation Limited, Retail Head Quarters, 12th Floor, E&F Wings, Maker Tower,  
Cuffe Parade, Mumbai, Maharashtra- 400 005

BPCL will not be responsible for non-receipt of instrument(s) due to postal delay/ loss in transit etc.

11.3. Cheques, cash, Money Orders, Fixed deposit Receipts, etc. towards EMD are not acceptable. Similarly, request for adjustment against any previously deposited EMD/ Pending Dues/ Bills/ Security Deposits of other contracts etc. will not be accepted towards EMD.

11.4. Bid received without the EMD is liable to be rejected.

11.5. Units registered with National Small Industries Corporation (NSIC) and/ or Micro, Small and Medium Enterprises (MSME) are exempted from payment of EMD, subject to:

- The unit being registered with NSIC for the item tendered.
- Registration certificate being valid as on date of quotation.

Such Bidders must upload a photocopy of valid NSIC Registration Certificate/ Review certificate duly attested by a gazette officer/ notarized, (photocopy of application for registration as NSIC or for renewal will not be acceptable) and/ or a valid MSME registration with any notified body specified by Ministry of Micro, Small and Medium Enterprises, failing which such bid will be treated as bid received without EMD and liable to be rejected.

11.6. Registration with DGS&D will not entitle the Bidder to claim exemption from payment of EMD.

11.7. EMD is liable to be forfeited (in addition to "Holiday Listing" as applicable in line with clause 36 of Contract Terms and Conditions) in the event of:

- Withdrawal of offers during the validity period of the offer.
- Non-acceptance of LOI/ order, if and when placed.
- Any unilateral revision in the offer made by the Bidder during the validity of the offer.

11.8. EMD shall be refunded to all the unsuccessful Bidders after finalization of order on the Successful Bidder.

11.9. EMD shall be refunded to the Successful Bidder upon submission of the entire amount of performance security deposit.

12. If the Bidder intends to change/ revise the bid already submitted, they shall have to withdraw their bid already submitted, change/ revise the bid and submit once again. However, if the Bidder is not able to complete the submission of the changed/ revised bid within due date & time, the system would consider it as no bid has been received from the Bidder against the tender and consequently the Bidder will be out of contention. The process of change/ revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids. Once the entire process of online bid submission is complete, Bidders will get an auto mail from the system stating they have successfully submitted their bid in the following tender with tender details.
13. No responsibility will be taken by BPCL and/ or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause. Bidders are advised to start filling up the tenders much before the due date/ time so that sufficient time is available with him/ her to get acquainted with all the steps and seek help if they so require. It should be noted that the bids become viewable only after opening of the bids on/ after the due date/ time. Please be reassured that your bid will be viewable only to you and nobody else (including E-Tendering Service Provider as well as BPCL Officials) till the tender is opened. BPCL and/ or the E-Procurement Service Provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc. No claims on this account shall be entertained.
14. Purchase preference : Bidders who are MSE's, MSE's owned by Women entrepreneurs and MSE's owned by SC/ST shall be allowed purchase preference as per the government guidelines / instructions on the subject in force from time to time
15. **Bid Validity:** Tender submitted by Bidders shall remain valid for acceptance for a period of 120 days from the date of opening of the tender (Technical Bid in the case of two-part bid). The Bidder shall not be entitled during the said period of 120 days, 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 Bidder revoking or cancelling his tender, varying any terms in regard thereof without the consent of Owner in writing, appropriate penal action will be taken by BPCL as deemed fit including putting the Bidder/ contractor on 'Holiday listing'/ 'Delisting' barring the Bidder/ contractor from participating in future tenders for an appropriate period from the date of revocation/ cancellation/ varying the terms. Further in the case of contractors who are not registered with BPCL, the earnest money deposited by him will be forfeited. Once the quotation is accepted the rates quoted shall be firm till the entire work is completed.

16. The complete process for submitting the bid is as follows:

**i. Bid Qualification and Techno-Commercial Criteria**

1. Accept the contents of the following annexures in to by selecting the appropriate option in the forms provided for this purpose:
  - a. Terms of Reference - Annexure 2
  - b. Contract terms & conditions - Annexure 3
  - c. Instructions to Bidders - Annexure 4
2. Proforma of Integrity Pact (IP) has been uploaded as Annexure 6 of tender documents. Tenderer shall be required to download and print it such that it is legible. All pages of the printed copy of IP should be duly signed by the authorized signatory and witnessed. Thereafter, that copy should be scanned and uploaded by tenderer along with other bid documents.
3. Upload a scanned copy (in pdf or jpg format) of the following documents.
  - a. Vendor Code Creation form
    - i. All three pages of vendor code creation form (signed, stamped and complete in all respects)
    - ii. Certificate of incorporation
    - iii. Copy of Pan Card
    - iv. Copy of GST Certificate
    - v. Cancelled Cheque (if applicable)
    - vi. Self-attested and stamped Copy of MSME Registration/ UAM certificate for verification (if applicable)
  - b. Certificate of Partnership Deed/ Memorandum & Articles of Association (if applicable).
  - c. Documentary evidence to confirm that the Bidder/ Bidders representative signing and submitting the documents is an authorized signatory as per clause 14 of the Notice Inviting Tender.
  - d. Copies of audited P & L A/ c and Balance Sheet for the last two accounting years preceding the due date of the tender in response to BQC, Criteria b, Financial Capacity.
  - e. Document as per Annexure 10 in response to BQC, Criteria a, Proven Track Record, Sub Criteria 1, and Criteria c, Technical Capability, Sub Criteria 1 and 2.
  - f. Document as per Annexure 11 against response to BQC, Criteria a, Proven Track Record and Techno-commercial Bid Criteria 1– TPIA certificate.
4. Online fill the Holiday listing declaration form.
5. Additionally, EMD [if applicable] has to be submitted in physical form or through fund transfer into BPCL defined bank A/ c.
6. Online fill the Deviations form if applicable
7. Online submit ISV declaration form

**ii. Price Bid**

All Bidders shall have to submit the quotes online in the price bid form.

**17. ACCEPTANCE OF BIDS BY THE CORPORATION:**

For qualifying in the Techno-Commercial Bid

- 17.1 BPCL should have received the EMD submitted by the Bidder or proof of exemption there from.

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- 17.2 Bidder should have completed the entire bidding process (as detailed in Annexure 4, clause 15) and the proposal submitted by the Bidder should be in line with Terms of Reference given as Annexure 2.
  - 17.3 Bidder should not have been debarred or holiday listed by BPCL and/ or Oil PSEs and/ or MOP&NG for a period that is not over as on the due date of this tender.
  - 17.4 The Bidder should not be under liquidation, Court-receivership or similar proceeding.
  - 17.5 Bidder should have submitted the Integrity Pact duly signed and witnessed.
  - 17.6 Bidders should qualify in the BQC and also meet all Technical Requirement as detailed in Annexure 1 above.
  - 17.7 Techno-commercial Bid (i.e. 2<sup>nd</sup> Part of the tender) of only those Bidders shall be opened who qualify in the Bid Qualification Criteria. Such Bidders shall be required to make a presentation to obtain their Quality Score. For this purpose they may be required to come to BPCL's office or any other location in India as decided by BPCL. All costs including cost of travel, cost for set up for the demonstration, presentation, etc. shall be borne by the Bidder.
  - 17.8 Price bid (i.e. 3<sup>rd</sup> Part of the tender) of only those Bidders would be opened who qualify the BQC and obtain a Techno-commercial Score of at least 70 marks (out of a total of 100). BPCL will follow the Quality and Cost Based Selection Process (QCBS). The overall evaluation shall carry 80% weightage to Quality Score and 20% weightage to Price Bid. Thereby, the Bidder with the highest score on Quality and Cost based (QCBS) evaluation will qualify as the Successful Bidder.
  18. BPCL reserves the right to accept any offer in whole or part or reject any or all offers without assigning any reason. We are also not bound to accept the lowest Bid. Corporation reserves the right to reject any offer which in the opinion of the Corporation is below the normal cost of Containers based on the current cost of inputs.
  19. No counter terms and conditions shall be acceptable to us.
  20. Bid will be rejected in case of any non-complied product.
  21. It shall be understood that every endeavor has been made to avoid error which can materially affect the basis of Tender and the Successful Bidder shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof. No advantage is to be taken either by the Corporation or the Bidder of any clerical error or mistake may occur in the general specification, schedules and plans.
  22. If any of the information submitted by the tenderer is found to be incorrect at any time including the contract period, BPCL reserves the right to reject the tender/ terminate the contract and reserves all rights and remedies available.
  23. Bidders are advised not to enclose unwanted and unasked documents with the tender. Any such documents if received shall not be considered.
  24. An offer may not be considered, if BPCL is unable to evaluate that offer for want of any Information.

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**Annexure 5: Template for Submitting Queries for Pre-bid Meeting**

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*<All participants are required to strictly adhere to the below template and submit the query in excel format by email to [sriamkumar@bharatpetroleum.in](mailto:sriamkumar@bharatpetroleum.in).>*

**Name of the Firm being represented:** \_\_\_\_\_

Proposed Participants:

Sr. No	Name	Designation	Mobile No	Email ID

Pre-Bid meeting queries:

It is Mandatory for bidders to submit their queries only in the excel template provided.

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**Annexure 6: Proforma for Integrity Pact (IP)**

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**Integrity Pact****Between**

Bharat Petroleum Corporation Limited (BPCL) hereinafter referred to as "The Principal",

**And**

M/s ..... hereinafter referred to as "The Bidder/ Consultant/ Supplier"

**Preamble**

The Principal intends to award, under laid down organization procedures, contract/ s **for the job of "Selection of Bidder for Omni-channel Intelligent Automated Response and Notifications Platform Procurement, Deployment, Maintenance and Support"** 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, Consultant/ s and Supplier/ s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency international" (TI). Following TI's national and international experience, the Principal will appoint an Independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 - Commitments of the Principal**

1. The Principal commits itself to take all measures necessary to prevent Corruption and to observe the following principles:
  - a. No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/ herself or third person, any material or immaterial benefit which he/ she is not legally entitled to.
  - b. The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/ additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

**Section 2 - Commitments of the Bidder/ Consultant/ Supplier**

1. The Bidder/ Consultant/ 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.

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- a. The Bidder/ Consultant/ 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/ Consultant/ 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 cartelization in the bidding process.
  - c. The Bidder/ Consultant/ Supplier will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder/ Consultant/ 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/ Consultant/ 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.
  - e. The Bidder/ Supplier/ Contractor shall make sure that the terms of this integrity pact are also adopted by its sub-contractors, sub-sub-contractors, etc., if any and submit such adoption confirmation proof to the principal.
2. The Bidder/ Consultant/ 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/ Consultant/ 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/ Consultant/ Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.
3. The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
4. If the Bidder/ Consultant /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.

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#### **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 Consultant/ 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/ Consultant/ 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/ Consultant/ 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/ Consultants/ 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, Consultants/ 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/ Consultants/ Suppliers/ Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Consultant, Supplier or Subcontractor, or of an employee or a representative or an associate of a Bidder, Consultant, 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/ Consultant/ 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/ Consultant/ Supplier. The Bidder/ Consultant/ Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project



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documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Consultant/ 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/ Consultant/ 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/ Consultant/ 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**

1. This Pact begins when both parties have legally signed it. It expires for the Consultant/ Supplier 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.
2. 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/ Consultant/ 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.
5. If any Bidder/ Contractor/ Supplier entering into Integrity Pact, aggrieved by any decision/ action of the principal, shall approach the IEMs and await their decision before pursuing any other remedy available to him in law.

---

-----  
For the Principal

-----  
For the Bidder/ Consultant/ Supplier

Place .....

Witness 1: -----  
(Signature/ Name/ Address)

Date .....

Witness 2: -----  
(Signature/ Name/ Address)

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**Annexure 7: Pro forma for Non-Disclosure Agreement (NDA)**

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NON DISCLOSURE AGREEMENT

This Agreement is made as of the-----2020 between BHARAT PETROLEUM CORPORATION LTD. (BPCL) a Government of India Enterprise, having its registered office and Corporate office at Bharat Bhavan, 4&6, Currimbhoy Road, Ballard Estate, Mumbai -400001 hereinafter referred as First Part which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns and M/ s -----  
---a company incorporated under the Indian Companies Act, 1956, and having its registered office at -  
-----herein after called “-Second Part”  
which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

Whereas in order to pursue the business purpose of this particular project as specified in Exhibit A (the “Business Purpose”), M/ s-----  
recognize that there is a need to disclose certain information, as defined in para 1 below, to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of First Part’s disclosure of such information, Second Part agrees as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed by First part to Second part, including information which the disclosing party identifies in writing or otherwise as Confidential before or within thirty days after disclosure to the receiving party (“Confidential Information”).

Confidential Information consists of certain specifications, designs, plans, drawings, software, prototypes and/ or technical information, and all copies and derivatives containing such Information, that may be disclosed to other part by first part for and during the Purpose, which disclosing party considers proprietary or confidential (“Information”). Confidential Information may be in any form or medium, tangible or intangible, and may be communicated/ disclosed in writing, orally, or through visual observation or by any other means by other part (hereinafter referred to as the receiving party) by the First Part (hereinafter referred to as one disclosing party). Information shall be subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the receiving party within thirty (30) days of the initial disclosure.

2. M/ s ----- i.e. Second Part -----hereby agreed that during the Confidentiality Period:
  - a. The receiving party shall use Information only for the Purpose, shall hold Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project as defined in exhibit A, shall cause its employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce Information only to the extent essential to fulfilling the Purpose, and shall prevent disclosure of Information to third parties. The receiving party may, however, disclose the Information to its Service Providers and contractors with a need to know; provided that by doing so, the receiving party agrees to bind those Service Providers and contractors to terms at least as restrictive as those stated herein, advise them of their obligations, and indemnify the disclosing party for any breach of those obligations.
  - b. Upon the disclosing party's request, the receiving party shall either return to the

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disclosing party all Information or shall certify to the disclosing party that all media containing Information have been destroyed.

3. The foregoing restrictions on each party's use or disclosure of Information shall not apply to Information that the receiving party can demonstrate:
  - a. Was independently developed by or for the receiving party without reference to the Information, or was received without restrictions; or
  - b. Has become generally available to the public without breach of confidentiality obligations of the receiving party. The information shall not be deemed to be available to the general public merely because it is embraced by more general information in the prior possession of Recipient or of others, or merely because it is expressed in public literature in general terms not specifically in accordance with the Confidential Information; or
  - c. Was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure and receiving party declare of possession of such confidential information within a day upon such disclosure by disclosing party ; or
  - d. Pursuant to a court order or is otherwise required by law to be disclosed', provided that Recipient has notified the disclosing party immediately upon learning of the possibility of any such court order or legal requirement and has given the disclosing party a reasonable opportunity and co-operate with disclosing party to contest or limit the scope of such required disclosure including application for a protective order.
  - e. Is disclosed with the prior consent of the disclosing party; or
  - f. The receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.
4. Receiving party agrees not to remove any of the other party's Confidential Information from the premises of the disclosing party without the disclosing party's prior written approval and exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises. Receiving party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be make off of the premises.
5. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.
6. Receiving party recognizes and agrees that all of the disclosing party's Confidential Information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, receiving party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
7. As between the parties, all Information shall remain the property of the disclosing party. By disclosing Information or executing this Agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. The disclosing party disclaims all warranties regarding the information, including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information. Execution of this Agreement and the disclosure of Information pursuant to this Agreement does not constitute or imply any commitment, promise, or inducement by disclosing party to make any purchase or sale, or to enter into any additional agreement of any kind.

- 
8. Disclosing party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.
  9. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.
  10. This Agreement and Exhibit A attached hereto constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this Agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other party's written consent.
  11. This Agreement will remain in effect for three years from the date of the last disclosure of Confidential Information, at which time it will terminate, unless extended by the disclosing party in writing.
  12. With regard to the confidential information of M/ s disclosed to BPCL, BPCL agrees to comply with all the obligations of receiving party mentioned in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

M/ S -----

BHARAT PETROLEUM  
CORPORATION LIMITED

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Designation:

\_\_\_\_\_

---

**Exhibit A**

**1. Business**

**Purpose:**.....

.....  
.....

**2. Confidential Information of M/ s -----**

- a. All communication/ information submitted to BPCL relating to the proposal of M/s \_\_\_\_\_ for the purpose of selection of Bidder for Omni-channel Intelligent Automated Response and Notifications platform procurement, deployment, maintenance and support, marked as confidential.

**3. Confidential Information of BPCL:**

- a. All details relating to architecture and other Network infrastructure details of BPCL, etc.
- b. All information shared in oral or in written form by BPCL with M/ s-----  
.....
- c. Any information desired by M/ s ----- shall be justified for.
- d. Information downloaded or taken in physical form shall be returned/ destroyed after use and not copied.
- e. Draft Technical specifications for the various projects and Tender documents for the same.

**BPCL:** \_\_\_\_\_

**M/ s**-----

**Signed**

**Signed**

**Annexure 8: Vendor Code Creation Form**

<Sample file is as below. Excel File is uploaded separately along with this tender document>

Bidders are required to complete the forms in all respects, sign and stamp each page where mentioned, and upload scanned copy of the forms along with all the required annexures

Page 1 :

Sr. No	Description	Vendor Response	Remarks
1	Type of Company (Nature of Entity or Business Concern. Please tick the appropriate Value)	01 Individual 02 Sole Proprietorship Firm 03 Association of Persons (AOP) 04 Body of Individuals (BOI) 05 Joint Venture 06 Trust 07 Partnership Firm 08 Sole Proprietorship Firm 09 Public Ltd. Company 10 Private Ltd. Company 11 Central PSU 12 State PSU 13 Central Govt. Authority/Department 14 State Govt. Authority/Department 15 Limited Liability Partnership(LLP) 17 Others, pl Specify:	
2	E-mail ID		Pl. indicate e-mail to be used by us for sending certificate, information, etc.
3	Mobile No.	+ 9 1 -	Pl. indicate mobile No to be used by us for sending certificate, information, etc.
4	Telephone No.	STD	Pl. indicate STD code followed by Telephone No.
5	Communication Address as per GST registration address	Building : Street: Village/City: State:	Pl. provide address details
6	PAN Number	Registered/Unregistered	Pl. tick wherever applicable.
7	Whether registered under GST	Registered	Please attach self attested Copy of Pan Card
8	GST Regn no./Composition registration no.		Pl tick wherever applicable.
9	Whether unit for which GST no. is provided is located in SEZ	YES	Please attach the self attested registration Certificate
10	Whether having multiple registration in a state	YES	Pl tick wherever applicable.
11	Whether registered under MSME	YES	Pl tick wherever applicable. If Yes, specify business Division Pl tick wherever applicable. If Yes, attach B1 Annexure3

I/We confirm that information provided above is true to my knowledge & belief.

(Vendor Name)

(Vendor Code in BFC)

(Name & Signature of Authorized signatory)

(Company Seal)

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

**Annexure -2 National Electronic Fund Transfer (NEFT) Mandate Form for BPCL's purpose**

(Mandate for receiving payments through NEFT from Bharat Petroleum Corp Ltd.)

S.No	Particulars	Details
1	Vendor Name	
2	Vendor Code	
3	Name of the Bank	
3(a)	Name of the Bank	
3(b)	Name of the Branch	
3(c)	Bank Address	
3(d)	City Name	
3(e)	NEFT IFSC Code	
3(f)	Bank Account No.	

We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, We would not hold the company responsible

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

Name & Signature of Authorized signatory

Company Seal

---

**Bank Certificate for BPCL's purpose**

We certify that the details given above are correct as per our records.

**Annexure - 3 Micro Small &Medium Enterprises (MSME)/Udyog Aadhar Registration Details**

Sr. No	Description	Vendor Feedback	Remarks
1	MSME Registration /Udyog Aadhar Number		Please attach self attested and stamped Copy of MSME Registration/UAM certificate for verification.
2	MSME Registration /Udyog Aadhar Number		As mentioned in Registration Certificate.
3	District of Registration for MSME/UAM		As mentioned in Registration Certificate.
4	Registration Category		As mentioned in Registration Certificate. 01- Micro 02- Small 03 - Medium
5	Registered activities for MSME		As mentioned in Registration Certificate. 01 Manufacturing 02 Services
6			Please provide details as per SC/ST certificate & attach the same wherever applicable. (Please note that in case no certificate is enclosed for SC/ST, it shall be deemed that the entity owners does not fall in the category.)

I/We confirm that information provided above is true to my knowledge & belief.

\_\_\_\_\_

(Vendor Name) \_\_\_\_\_ (Vendor Code in BPCL) \_\_\_\_\_ (Name & Signature of Authorized signatory)

(Company Seal)

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



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**Annexure 9: Pro forma for Performance Bank Guarantee**

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

To,  
Bharat Petroleum Corporation Ltd.

Dear Sirs,

M/ s. \_\_\_\_\_ have taken tender for the work \_\_\_\_\_ CRFQ  
No/ PO No \_\_\_\_\_ for Bharat Petroleum Corporation Ltd.

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

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

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

Yours faithfully

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

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**Annexure 10: Response for Techno-Commercial Bid Criteria – Bidder Declaration**

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<On ISV letter head>

<b>Item</b>	<b>Response</b>
Client Name	
Client profile	
Project start date	
Project end date	
Scope of services provided	
Please provide details of the project deployed	
Key applications implemented / deployed in the project	
Client reference/reasonable proof (enclosed letters) – for client reference through tele-conference, please provide: a) Name of Person b) Designation in the organization c) Position in the project d) Contact number e) E-mail id	
Any additional information	

I/we hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/we undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I/we am/are aware that I/we may be held liable for it and BPCL has the right to reject the offer in full or part without assigning any reasons, whatsoever.

**Annexure 11: Response to BQC Criteria and Techno-Commercial Bid Criteria - Certificate from TPIA**

<On TPIA letter head>

To  
The General Manager – CRM (Digital), Retail Head Quarters,  
12<sup>th</sup> floor, Maker Tower- ,E & F wing Cuffe Parade, Colaba Mumbai – 400005

Dear Sir,

Sub: Statement Pursuant to the Application for CRFQ no. \_\_\_\_\_ named  
\_\_\_\_\_ for Selection of Bidder for Deployment, Overall Maintenance and Support.

We hereby certify the following as true and correct for Bidder \_\_\_\_\_(name):

a) Certification of documents on Bid Quantification Criteria:

Sr. No	Parameter	BQC Eligibility Criteria	Documents to be submitted	Verification from TPIA that the document is true and meets required criteria
1	The bidder should be having a <b>valid license for issuance and operations of semi closed loop Pre-paid payment system</b> in India duly approved by Reserve Bank of India under Section 7 of the Payments and Settlement Systems Act 2007 as on date of submission of bid	Providing Valid Documents	Latest and valid copy of Certificate of Authorization issued by RBI	Certified
2	The participating Banks and Non- Bank PPI bidders should have an <b>Cumulative Annual turnover during the last 3 financial years</b> ending 31st March of the previous Financial year (i.e. 31.03.2020), as the anticipated value of Business is Rs.400 Crore in the first year  Turnover for this purpose should be as per Audited Balance Sheet including Profit & Loss Account Statement / Published Account of the Bidder.	Should be greater than 1200 Crores INR (cumulative for 3 years) & at least Rs.400 Cr in the last FY as per valid Documents	Audited Balance Sheet including Profit & Loss Account Statement / Published Account of the Bidder, along-with copies of its Income Tax Return should be obtained.	Verified/ Not Verified/Not submitted/Not applicable
3	The bidder Should be <b>pre-integrated with NPCI for issuance of Rupay, National Common Mobility Card (NCMC)</b> ,contactless - qSPARC card (Dual interface card)	Providing Valid Documents	Approval-Completion letter from NPCI. NPCI Letter to BPCL (in original) stating the progress of integration Confirmation from NPCI that the vendor shall be integrated within 30 days from the submission of bid for issuing Rupay card with NCMC capability.	Verified/ Not Verified/Not submitted/Not applicable
4	The bidder must be having the permission for entering into the co-branding arrangements for semi closed loop pre-paid payment instruments from Reserve Bank of India as per clause 7.11 (i) of Master Direction on Issuance and Operation of Prepaid Payment Instruments issued and amended by Reserve Bank of India from time to time and must attach a copy of the approval as part of the bidding process. (This is applicable for non-bank prepaid issuers only)	Providing Valid Documents	Valid one time approval from RBI, Central Office for Co-branding arrangement	Verified/ Not Verified/Not submitted/Not applicable

b) Certification of documents on Techno commercial Bid:

Sub. no.	Criteria	Documents to be submitted	Certification from TPIA that the document is verified with original and contents are true
<b>Business Background</b>			
1	Turnover of more than Rs.2000 crores as per the latest audited financial statements	Audited Financial Statement of FY 2019-20 (including but not limited to Balance Sheet along with Notes to Account, Profit & Loss Statement and Cash flow Statement)	Verified
2	Listed Entity in NSE/BSE	Listing certificate from NSE/BSE	Verified
3	Positive Net worth more than Rs. 50 Crores as per latest audited financial statements	Financial Statement of FY 2019-20	Verified
4	15 Years in business	Incorporation Certificate and Financial Statement of FY 2004 - 2005 and FY 2005 - 2006	Verified
<b>Past performance on reloadable cards</b>			
1	10,000 reloadable prepaid cards/wallets issued in last 12 months (as on 01/10/2020)	Letter from NPCI on the number of reloadable prepaid Rupay card issued between 01/10/2019 to 30/09/2020	Verified
2	Having tie-up with related industries (any B2B) and an established channel of distribution	B2B -Tie- up agreements	Verified
3	Having tie-up for financial products with Bank/partners (at least for last 3 years)	Bank - Tie- up agreements	Verified
<b>Marketing and Network Support</b>			
1	20 offices- across India presence	Office address and establishment agreements(ownership/lease), with detailed organogram	Verified
2	Experience in network handling (minimum 5 years)	RBI approval for any financial solution applicable for last five years in market	Verified

The aforementioned list is verified against the original documents and found true. Contracts and documents clearly indicate services being rendered by the company, the duration and value.

For <TPIA>

Authorised Signatory:

Place: \_\_\_\_\_

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

## Annexure 12: Common NEFT Mandate Form

a-

पेट्रोलियम कॉर्पोरेशन लिमिटेड  
भारत सरकार का उपक्रम



TTZ?TBHARAT PETROLEUM  
CORPORATION LTD.

Of India Enterprise

To,

Dear Sir,

The following is a confirmation / updation of our bank account details and I hereby affirm our choice to opt for payment of amount due to me under various contracts through electronic mode. We understand that also reserves the right to send the payment due to us by a cheque / DD / electronic mode or through a banker,

Supplier / contractor Details		
1	Supplier / contractor Name	Bharat Petroleum Corp. Ltd.
2	Supplier / Contractor Code	
3	Address	
4	Controlling Office Name / SBU	
5	Permanent Account Number (PAN)	AAACB2902M
6	Email id	dcostaj@bharatpetroleum.in
B Particulars of Bank Account		
1	Bank name	Standard Chartered Bank
2	Branch Name	MG Road, Mumbai
3	Branch Address	Mumbai 400001
4	9 digit MICR code appearing on the cheque book	400036002
5	Account Type (Saving / cash credit / current)	current
6	Account No.	22205020107
7	IFSC code of Branch (For RTGS)	SCBL0036001
8	IFSC code of the Branch (For NEFT)	SCBL0036001

We hereby confirm that the particular given above are correct and complete

For Bharat Petroleum Corp Ltd.

Bank Certificate

We certify that Bharat Petroleum Corp. Ltd. has a Account No 22205020107 with us and we

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**Annexure 13: Land Border Affidavit**

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**FORMAT FOR UNDERTAKING WITH RESPECT TO COMPLIANCE OF RESTRICTIONS FOR COUNTRIES WHICH SHARE LAND BORDER WITH INDIA – AS STIPULATED BY GOVT. OF INDIA.**

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

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

TENDER NO. : .....

TITLE OF TENDER : .....

To,

Bharat Petroleum Corporation Ltd  
Mumbai

Dear Sir/Madam,

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

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

a. I/We certify our firm is not from such a country or if from such a country has been registered with the competent authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered\*.

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

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

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

**Name and Signature of the Authorised Signatory**

---

**Annexure 14: MSE Related CA certificate**

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

**CERTIFICATE CONFIRMING ELIGIBILITY FOR BENEFITS OF PUBLIC PROCUREMENT POLICY AS PER  
MSMED ACT 2006**

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

This is to confirm that we have verified the investment limits, turnover and other details of M/s \_\_\_\_\_ and certify that they satisfy the eligibility criteria as per MSMED Act, 2006 and other notifications/circulars/amendments issued time to time in this regard. Accordingly, M/s \_\_\_\_\_ is a Micro/Small enterprise (*kindly tick in appropriate box*) under the said Act and are eligible to claim the benefits of public procurement policy as per MSMED Act 2006 and Public Procurement Policy Order 2012 and their revisions for the tender mentioned above.

Micro enterprise - Small   
enterprise -

**In case applicable:**

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

**In case applicable:**

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

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**Annexure 15: Use case for Demo**

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1. Self-registration in to the program by a customer in a web/app
2. Completion of Full KYC by a customer
3. Map the account to a Rupay- NCMC card
4. Configure a Loyalty point to the customer by Admin
5. Award point as configured by admin to the customer sales
6. Make a Sales of Rs.500 in an APOS machine including receipt of real-time SMS and reflecting the transaction in the customer statement
7. Award loyalty point to the customer for the transaction
8. Customer Redeems the loyalty point earned



**Annexure 16: Check List of primary documents to be submitted to BPCL along with price bids**

The bidders shall use this checklist as reference for submission of documents for the tender.

Bidders should upload this checklist as summary to BPCL along with tender documents.

Sr.No	Documents	Mandatory/ Non-Mandatory	Submitted
1	EMD Instrument / Relevant certificate in case of qualifying 'Micro & Small Enterprises', [refer EMD Clause ]	Mandatory	(Yes/No)
2	Latest and valid copy of Certificate of Authorization issued by RBI	Mandatory	(Yes/No)
3	Audited Financial Statement, Balance sheet including Profit & Loss Account Statement / Published Account of the Bidder, along-with copies of its Income Tax Return should be obtained. (including but not limited to Balance Sheet along with Notes to Account, Profit & Loss Statement and Cash flow Statement)	Mandatory	(Yes/No)
4	Approval or Confirmation letter from NPCI to BPCL (in original) stating the progress of integration, and also confirmation from NPCI that the vendor shall be integrated within 30 days from the submission of bid for issuing Rupay card with NCMC capability.	Mandatory	(Yes/No)
5	Valid one time approval from RBI, Central Office for Co-branding arrangement	Mandatory	(Yes/No)
6	Audited Financial Statement of 2019-20  (including but not limited to Balance Sheet along with Notes to Account, Profit & Loss Statement and Cash flow Statement)	Mandatory	(Yes/No)
7	Company Listing certificate from NSE/BSE	Non- Mandatory	(Yes/No)
8	Incorporation Certificate		(Yes/No)
9	Financial Statement of 2004 -2005	Non- Mandatory	(Yes/No)
10	Financial Statement of 2005 -2006	Non- Mandatory	(Yes/No)

11	Letter from NPCI on the number of reloadable prepaid Rupay card issued between 01/10/2020 to 30/09/2020	Non- Mandatory	(Yes/No)
12	Distribution Channel Tie- up agreements	Non- Mandatory	(Yes/No)
13	Financial Product Tie- up agreements for Network Management	Non- Mandatory	(Yes/No)
14	Office address and establishment agreements(ownership/lease), with detailed organogram	Mandatory	(Yes/No)
15	RBI approval for any financial solution applicable for last five years in market	Non- Mandatory	(Yes/No)
16	Payment Card Industry Data Security Standard (PCI-DSS) certificate of the software platform proposed to be engaged	Mandatory	(Yes/No)
17	ISO- 27001 certificate of the software platform proposed to be engaged	Mandatory	(Yes/No)
18	Service organization Control type- 3 (eg. AICPA SOC-3) of the software platform proposed to be engaged	Mandatory	(Yes/No)
19	Affidavit of Land Border	Mandatory	(Yes/No)
20	Documents for MSME:  MSE certificate (Udyog Aadhar Memorandum/ Udyam registration), supported by CA certification as per standard format (Annex. 14)	If Applicable	(Yes/No)
21.	Upload of necessary annexures after filling the details/accepting the terms and conditions in <a href="https://bpcleproc.in/EPROC/">https://bpcleproc.in/EPROC/</a>  (Annexure 2 to 17, whichever applicable)	Mandatory	(Yes/No)

The Checklist above is for ease of Submissions by the bidder. However vendor should go through the whole RFQ in total and submit documents, whichever is applicable and required

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## Annexure 17 : GENERAL CONDITIONS OF CONTRACT

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### 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 esignated 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.

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SECTION - II  
GENERAL INFORMATION ABOUT SITE

2.1 LOCATION OF SITE & ACCESSIBILITY:

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

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

2.2 SCOPE OF WORK

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

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

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

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

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

2.4 SAFETY STANDARDS FOR TEMPORARY BUILDINGS

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

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## 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.

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

5 PURCHASE PREFERENCE:

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

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

6 (a) EARNEST MONEY:

The tenderer must submit/ deposit earnest money, if specified in the RFQ/Tender enquiry, failing which the tender is liable to be rejected. The earnest money can be deposited in the form of Demand Draft or Bank Guarantee in favour of Bharat Petroleum Corporation Limited. Earnest Money deposit (EMD) is not applicable for registered contractors of BPCL.

NOTE: The Bank Guarantee so furnished by the tenderer shall be in the proforma prescribed by the owner. 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.

(b) SECURITY DEPOSIT:

Unless otherwise specified in the special conditions of contract, in the case of contractors not registered with BPCL, the earnest money deposit (EMD), of the contractor whose tender may be accepted, will be converted to security deposit for due performance of the contract. The "performance security deposit/retention money" vide clause 18 shall also be applicable limiting to a maximum of 10% of the contract value.

7 VALIDITY:

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

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.

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- 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 INTEGRITY PACT (IP):
- Vendors are requested to sign & return our pre-signed IP document, if applicable. This document is essential & binding. Vendor's failure to return the IP document duly signed along with Bid Document may result in the bid not being considered for further evaluation.
- 11 COLLECTION OF DATA TENDERER'S RESPONSIBILITY & TIME SCHEDULE:
- The tenderer shall visit the site and acquaint himself fully of the site and no claims whatsoever will be entertained on the plea of ignorance or difficulties involved in execution of work or carriage of materials. The time period allowed for carrying out the job shall be as shown in tender document. Request for revision for time schedule after tenders are opened will not be received for consideration.
- 12 RETIRED GOVERNMENTS OR COMPANY OFFICER:
- No Engineer of Gazetted rank or other Gazetted Officer, employed in Engineering or Administrative duties in an Engineering Department of the States/Central Government or of the Owner is allowed to work as a Contractor for a period of two years after his retirement from Government service or from the employment of the Owner without the previous permission of the Owner. The contract, if awarded, is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person, who had not obtained the permission of the State/ Central Government, or of the Owner as aforesaid before submission of tender, or engagement in the Contractor's service as the case may be.
- 13 SIGNING OF THE CONTRACT:
- The successful tenderer shall be required to execute an agreement in the proforma attached with tender enquiry within a period of one month of the receipt by him of the notification of acceptance of tender. The payment will not be processed till the time the agreement is executed.
- 14 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.
- 14A 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.

INTERPRETATION OF CONTRACT

DOCUMENTS

15 INTERPRETATION OF CONTRACT DOCUMENT:

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

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

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

16.4 Singular and Plural:

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

16 SPECIAL CONDITIONS OF CONTRACT:

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

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

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

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

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

17 CONTRACTOR TO OBTAIN HIS OWN INFORMATION:

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

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



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accordance with the contract documents.

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

18 PERFORMANCE SECURITY DEPOSIT/**RETENTIONMONEY**:

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 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 by demand draft towards security deposit if he so desires or otherwise if submitted by way of bank guarantee the validity of the same to be extended suitably as advised by BPCL.

In the case of security deposit submitted in the form of Bank guarantee, the Bank Guarantee shall be valid and remain in force till the contractual completion period (expiry of the defect liability period- refer clause-74, if applicable) and with a claim period of six months thereafter. The Bank Guarantee shall be in the form prescribed.

In case the successful contractor is not furnishing the performance security deposit as referred above on award of the job, the same shall be deducted from each running account bills at the rate of 10% of bill value till overall security deposit of 10% as mentioned above is collected.

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

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

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

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

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

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

18.5 The Bank guarantee if submitted shall be from any Indian scheduled bank or an international bank of repute having a branch in India or a corresponding banking relationship with an Indian scheduled bank. The security deposit/retention money shall be in Indian Rupee in the case of domestic bidders and in US Dollars in the case of foreign bidders.

19 TIME OF PERFORMANCE:

19.1 The work covered by this contract shall be commenced as detailed in the purchase order or as per the instructions of

the Engineer in charge and be completed in stages on or before the dates as mentioned in the time schedule of completion of work. The contractor should bear in mind that time is the essence of this agreement unless such time be extended pursuant to the provision of clause No. 21. Request for revision of Completion time after tenders are opened will not receive consideration.

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

## 20 FORCE MAJEURE

### Circumstances leading to force majeure

(a) Act of terrorism;

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

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

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

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

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

#### • Notification of Force Majeure

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

#### • Right of either party to terminate

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

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

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

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

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

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

21 EXTENSION OF TIME:

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

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

22. LIQUIDATED DAMAGES FOR DELAY:

22.1 Time is the essence of the contract. In case the contractor fails to complete the whole work within the stipulated period, he shall be liable to pay liquidated damages of 0.5% of the 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.

26 ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED:

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

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

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

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

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

28 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:

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

29 CHANGES IN CONSTITUTION:

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

35 hereof and the same action may be taken and, the same consequence shall ensure as provided in the said clause.

30 IF THE CONTRACTOR DIES:

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

31 EMPLOYEES OF THE OWNER NOT INDIVIDUALLY LIABLE:

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

32 OWNER NOT BOUND BY PERSONAL REPRESENTATIONS:

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

33 CONTRACTOR'S OFFICE AT SITE:

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

34 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCTS:

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

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

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

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

35 SUB-LETTING OF WORK:

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

- i) No part of the contract nor any share of interest there shall in any manner or degree be transferred assigned sublet by the contractor directly or indirectly to any firm or corporation whatsoever except as provided for in the succeeding sub-clause, without the consent in writing of the Owner.

- ii) Sub Contractors for Temporary Works Etc.: - The Owner may give written consent to sub-contract for execution of any part of the works at the site, being entered into by the contractor provided each individual sub-contract is submitted to the Engineer-in-Charge before being entered into and is approved by him.
- iii) List of Sub-Contractors to be supplied: - At the commencement of every month the contractor shall furnish to the Engineer-in-Charge list of all sub-contractors or firms engaged by the contractor and working at the site during the previous month with particulars of the general nature of the sub-contract or works.
- iv) Contractor's Liability Not Limited By Sub-Contractors:- Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the Engineer-in-Charge shall have received copies of any sub-contracts, the contractor shall be and shall remain solely responsible for the quality and proper and expeditious execution of the works and the performance of all the conditions of the contract in all respects as if such sub-letting or sub-contracting had not taken place and as if such work had been done directly by the Contractor.
- v) Owner may Terminate Sub-Contracts:- If any sub-contractor engaged upon the works at the site executes any work which in the opinion of the Engineer-in-Charge is not in accordance with the Contract documents, the owner may by written notice to the contractor request him to terminate such sub-contract and the contractor upon the receipt of such notice shall terminate such sub contract and the latter shall forthwith leave the works, failing which the owner shall have right to remove such sub-contractors from the Site.
- vi) No Remedy For Action Taken Under This Clause:- No action taken by the owner under the clause shall relieve the contractor of any of his liabilities under the contract or give rise to any right to compensation, extension of time or otherwise failing which, the owner shall have right to remove such sub-contractors from the Site.

36 POWER OF ENTRY:

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

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

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

37 CONTRACTORS RESPONSIBILITY WITH OTHER AGENCIES:

Without repugnance to any other condition, it shall be the responsibility of the contractor executing the work of civil construction, to work in close co-operation and co-ordinate the works with other contractors or their authorized representatives and the contractor will put up a joint scheme, showing the arrangements, with other contractors / agencies for carrying his portion of work to the Engineer-in-Charge, and get the approval. The contractor before finally submitting the schemes to the Engineer-in-Charge shall have the written agreement of the other agencies. The Engineer-in-Charge before communicating his approval of the scheme, with any required modifications shall get the final agreement of all the agencies, which shall be binding. No claim shall be entertained on account of the above.

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

38 OTHER AGENTS AT SITE:

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

39 NOTICES:

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

40 RIGHTS OF VARIOUS INTERESTS:

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

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

41 RIGHT OF OWNER TO DETERMINE / TERMINATE CONTRACT

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

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

42 TERMINATION FOR CONVENIENCE :

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

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

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

and

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

less

the aggregate of all previous payments allocated to the works.

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

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

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the contractor.

43 PATENTS AND ROYALTIES:

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

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

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

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

44 LIENS:

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

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

45 OPERATION OF CONTRACT:

45.1 Law Governing:

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

45.2 Non-Waiver of Default:

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



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SECTION - V  
PERFORMANCE OF  
WORK

46 EXECUTION OF WORKS:

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

47 COORDINATION AND INSPECTION OF WORK:

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

48 WORK IN MONSOON AND DEWATERING:

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

49 WORK ON SUNDAYS AND HOLIDAYS:

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

50 GENERAL CONDITIONS FOR CONSTRUCTION AND ERECTION WORK:

50.1 Place of Work:

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

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

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

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- 50.4 The contractor shall submit to the Owner reports at regular intervals regarding the state and progress of work. The details and preforma of the report will mutually be agreed after the award of contract.
- 51 DRAWINGS TO BE SUPPLIED BY THE OWNER:
- 51.1 Where drawings are attached with tender, these shall be for the general guidance of the contractor to enable him to visualize the type of work contemplated and scope of work involved. The contractor will be deemed to have studied the drawings and formed an idea about the work involved.
- 51.2 Detailed working drawings on the basis of which actual execution of the work is to proceed will be furnished from time to time during the progress of the work. The contractor shall be deemed to have gone through the drawings supplied to him thoroughly and carefully and in conjunction with all other connected drawings and bring to the notice of the Engineer-in-Charge, discrepancies, if any, therein before actually carrying out the work.
- 51.3 Copies of all detailed working drawings relating to the works shall be kept at the contractor's office of the site and shall be made available to the Engineer-in-Charge at any time during the contract. The drawings and other documents issued by the Owner shall be returned to the Owner on completion of the works. Reference is also invited to clause 43.2 and 43.3 above regarding drawings and other documents.
- 52 DRAWINGS TO BE SUPPLIED BY THE CONTRACTOR:
- 52.1 Where drawings/data are to be furnished by the contractor, they shall be as enumerated in the special conditions of contract, and shall be furnished within the specified time.
- 52.2 Where approval of drawings before manufacture / construction / fabrication has been specified, it shall be contractor's responsibility to have these drawings prepared as per the directions of Engineer-in-Charge and got approved before proceeding with manufacture construction / fabrication, as the case may be. Any changes that may have become necessary in these drawings during the execution of the work shall have to be carried out by the contractor to the satisfaction of Engineer-in-Charge at no extra cost. All final drawings shall bear the certification stamps duly signed by both the contractor and the Engineer-in-Charge.
- 52.3 A period of 3 weeks from the date of receipt shall be required normally for approval of drawings by the Engineer-in-Charge.
- 53 SETTING OUT WORKS:
- 53.1 The Engineer-in-Charge shall furnish the contractor with only the four corners of the work site and a level bench mark and the contractor shall set out the works and shall provide efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.
- 53.2 The contractor shall provide, fix and be responsible for the maintenance of all stacks, templates, level marks, profiles and other similar things and shall take all necessary precaution to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The contractor shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and centre line marks, either existing or supplied and fixed by the contractor. The work shall be set out to the satisfaction of the Engineer-in-Charge. The approval thereof or joining in setting out the work shall not relieve the contractor of any of his responsibilities.
- 53.3 Before beginning the works, the contractor shall at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the work in accordance with the scheme, for bearing marks acceptable to the Engineer-in-Charge. The centre, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct marks at the centre to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by the Engineer-in-Charge in writing but such approval shall not relieve the contractor of any of his responsibilities. The contractor shall also provide all labour, material and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.
- 53.4 Pillars bearing geodetic marks located at the site of work under construction should be protected and fenced by the contractor.
- 53.5 On completion of works, the contractor must submit the geodetic documents according to which the work was carried out.
- 54 RESPONSIBILITY FOR LEVEL AND ALIGNMENT:
- The contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the work and shall rectify effectually any errors or imperfections therein. Such rectifications shall be carried out by the contractor, at his own cost, when instructions are issued to that effect by the Engineer-in-Charge.
- 55 MATERIALS TO BE SUPPLIED BY CONTRACTOR:
- 55.1 The contractor shall procure and provide the whole of the materials required for construction including tools, tackles, construction plant and equipment for the completion and maintenance of the works except the materials which will be issued by Owner and shall make his own arrangement for procuring such materials and for the transport thereof. The materials procured by the contractor shall be BPCL approved/specified quality.

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- 55.2 All materials procured should meet the specifications given in the tender document. The Engineer-in-Charge may, at his discretion, ask for samples and test certificates for any batch of any material procured. Before procuring, the contractor should get the approval of Engineer-in-Charge for any material to be used for the works.
- 55.3 Manufacturer's certificate shall be submitted for all materials supplied by the contractor. If, however, in the opinion of the Engineer-in-Charge any tests are required to be conducted on the materials supplied by the contractor, these will be arranged by the contractor promptly at his own cost.
- 56 MATERIALS SUPPLIED BY OWNER:
- 56.1 If the specifications of the work provides for the use of any materials of special description to be supplied from the Owner's stores, price for such material to be charged therefore as herein after mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of the contract. The contractor shall be bound to purchase and shall be supplied such materials as are from time to time required to be used by him for the purpose of the contract only. The sums due from the contractor for the value of the actual materials supplied by the Owner will be recovered from the running account bill on the basis of the actual consumption of materials in the work covered and for which the running account bill has been prepared. After the completion of the works, however, the contractor has to account for the full quantity of materials supplied to him as per relevant clauses in this document.
- 56.2 The value of the materials as may be supplied to the contractor by the Owner will be debited to the contractor's account at the rates shown in the schedule of chargeable materials and if they are not entered in the schedule, they will be debited at cost price, which for the purpose of the contract shall include the cost of carriage and all other expenses whatsoever such as normal storage supervision charges which shall have been incurred in obtaining the same at the Owner's stores. All materials so supplied to the contractor shall remain the absolute property of the Owner and shall not be removed on any account from the site of the work, and shall be at all times open for inspection to the Engineer-in-Charge. Any such materials remaining unused at the time of completion or termination of the contract shall be returned to the Owner's stores or at a place as directed by the Engineer-in-Charge in perfectly good condition, at contractor's cost.
- 57 CONDITIONS FOR ISSUE OF MATERIALS:
- i) Materials specified to be issued by the Owner will be supplied to the contractor by the Owner from his stores/location. It shall be the responsibility of the contractor to take delivery of the materials and arrange for its loading, transport and unloading at the site of work at his own cost. The materials shall be issued between the working hours and as per the rules of the Owner framed from time to time.
  - ii) The contractor shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.
  - iii) Materials specified to be issued by the Owner shall be issued in standard sizes as obtained from the manufacturer.
  - iv) The contractor shall construct suitable godown at the site of work for storing the materials safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.
  - v) It shall be duty of the contractor to inspect the material supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the Owner, it shall be the responsibility of the contractor to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/ or replaced by him at his own cost, according to the directions of the Engineer-in-Charge.
  - vi) The Owner shall not be liable for delay in supply or non-supply of any materials which the Owner has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the Owner. In no case, the contractor shall be entitled to claim any compensation or loss suffered by him on this account.
  - vii) It shall be the responsibility of the contractor to arrange in time all materials required for the works other than those to be supplied by the Owner. If, however, in the opinion of the Engineer-in-Charge the execution of the work is likely to be delayed due to the contractor's inability to make arrangements for supply of materials which normally he has to arrange for, the Engineer-in-Charge shall have the right, at his own discretion, to issue such materials if available with the Owner or procure the materials from the market or elsewhere and the contractor will be bound to take such materials at the rates decided by the Engineer-in-Charge. This, however, does not in any way absolve the contractor from responsibility of making arrangements for the supply of such materials in part or in full, should such a situation occur, nor shall this, constitute a reason for the delay in the execution of the work.
  - viii) None of the materials supplied to the contractor will be utilized by the contractor for manufacturing item, which can be obtained from standard manufacturer in finished form.
  - ix) The contractor shall, if desired by the Engineer-in-Charge, be required to execute an indemnity bond for safe custody and accounting of all materials issued by the Owner.
  - x) The contractor shall furnish to the Engineer-in-Charge sufficiently in advance a statement showing his requirements of the quantities of the materials to be supplied by the Owner and the time when the same will be required by him for the works, so as to enable the Engineer-in-Charge to make necessary arrangement for procurement and supply of the material.

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

58 MATERIALS PROCURED WITH ASSISTANCE OF OWNER:

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

59 MATERIALS OBTAINED FROM DISMANTLING:

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

60 ARTICLES OF VALUE FOUND:

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

61 DISCREPANCIES BETWEEN INSTRUCTIONS:

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

62 ALTERATIONS IN SPECIFICATIONS AND DESIGNS AND EXTRA WORK:

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

- a) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract.
- b) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for similar class of works as specified in the contract for the

work. The opinion of the Engineer-in-Charge as to whether the rates can be reasonably so derived from items in the contracts will be final and binding on the contractor.

- c) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clause (a) and (b) above, then the contractor shall inform the Engineer-in-Charge of the rate which is his intension to charge for such class of work supported by analysis of the rate or rates claimed, and the Engineer-in-Charge shall determine the rates on the basis of the prevailing market rates of materials, labour cost at schedule of labour plus 10% to cover contractor's supervision, overheads and profit and pay the contractor accordingly. The opinion of the Engineer-in-Charge as to the current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the contractor.

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

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

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

63 VARIATION IN CONTRACT VALUE :

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

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

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

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

64 ACTION WHERE NO SPECIFICATIONS ISSUED:

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

65 ABNORMAL RATES:

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

66 INSPECTION OF WORK:

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

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- inspection.
- 66.2 No materials shall be dispatched by the contractor before obtaining the approval of Engineer-in-Charge in writing. The contractor is to provide at all times during the progress of the work and the maintenance period, proper means of access with ladders, gangways, etc. and the necessary attendance to move and adopt as directed for inspection or measurement of the works by the Engine in-Charge.
- 67 ASSISTANCE TO THE ENGINEERS:
- The contractor shall make available to the Engineer-in-Charge, free of cost necessary instruments and assistance in checking of setting out of works and taking measurement of work.
- 68 TESTS FOR QUALITY OF WORKS:
- 68.1 All workmanship shall be of the respective kinds described in the contract documents and in accordance with the instructions of the Engineer-in-Charge and shall be subjected from time to time to such test at contractor's cost as the Engineer-in-Charge may direct at place of manufacture or fabrication or on the site or at all or any such places. The contractor shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required the Engineer-in-Charge.
- 68.2 All the tests necessary in connection with the execution of the work as decided by Engineer-in-Charge shall be carried out at the field testing laboratory of the Owner by paying the charges as decided by the Owner from time to time. In case of non-availability of test facility with the Owner, the required test shall be carried out at the cost of contractor at government or any other testing laboratory as directed by Engineer-in-Charge.
- 68.3 If any tests are required to be carried out in connection with the work or materials workmanship not supplied by the contractor, such tests shall be carried out by the contractor as per the instructions of Engineer-in-Charge and cost of such tests shall be reimbursed by the Owner.
- 69 SAMPLES:
- The contractor shall furnish to the Engineer-in-Charge for approval when requested or if required by the specifications, adequate samples of all materials and finishes to be used in the work. Such samples shall be submitted before the work is commenced and in ample time to permit tests and examinations thereof. All materials furnished and finishing applied in actual work shall be fully identical to the approval samples.
- 70 ACTION AND COMPENSATION IN CASE OF BAD WORK:
- If it shall appear to the Engineer-in-Charge that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description, or that any materials or articles provided by the contractor for the execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-Charge or his authorised representative, specifying the work, materials or articles complained of, notwithstanding that the same have been inadvertently passed, certified and paid for forthwith shall rectify or remove and reconstruct the works specified and provide other proper and suitable materials or articles at his own charge and cost, and in the event of failure to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid, the contractor shall be liable to pay compensation at the rate of one percentage of the estimated cost of the whole work, for every week limited to a maximum of 10 per cent of the estimated cost of the whole work, while his failure to do so shall continue and in the case of any such failure the Engineer-in-Charge may on expiry of notice period rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expenses of the contractors in all respects. The decision of the Engineer-in-Charge as to any question arising under this clause shall be final and conclusive.
- 71 SUSPENSION OF WORKS:
- The contractor shall, if ordered in writing by the Engineer-in-Charge or his representative, temporarily suspend the works or any part thereof for such period and such time as so ordered and shall not, after receiving such written order, proceed with the work therein ordered to be suspended, until he shall have received a written order to proceed therewith. The contractor shall not be entitled to claim/ compensation for any loss or damage sustained by him by reason of temporary suspension of the works aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid will be granted to the contractor, should he apply for the same, provided that suspension was not consequent to any default or failure on the part of the contractor.
- 72 OWNER MAY DO PART OF WORK:
- Upon failure of the contractor to comply with any instructions given in accordance with the provisions of the contract, the owner has the alternative right, instead of assuming charge for entire work to place additional labour force, tools, equipments and materials on such parts of the work, as the owner may designate or also engage another contractor to carry out the work. In such cases, the owner shall deduct from the amount which otherwise might become due to the contractor, the cost of such work and

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materials with ten percent added to cover all departmental charges and should the total amount thereof exceed the amount due to the contractor, the contractor shall pay the difference to the owner.

73 POSSESSION PRIOR TO COMPLETION:

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

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

74.1 The contractor shall guarantee the installation/site work for a period of 06 (six) Months from the date of completion of work, unless otherwise specified. Any damage that may lie undiscovered at the time of issue of completion certificate, connected in any way with the equipment or materials supplied by him or in the workmanship shall be rectified or replaced by the contractor at his own expense as deemed necessary by the Engineer-in-Charge or in default, the Engineer-in-Charge may cause the same made good by other workmen and deduct expenses (for which the certificate of Engineer-in-Charge shall be final) from any sums that may be then or at any time thereafter, become due to the contractor or from his security deposit. In case the defect arises within the abovementioned Defect Liability Period (DLP) and the same is repaired/replaced, the DLP for the repaired/replaced job/item will be extended suitably so as to cover the original DLP. However, in no case, such extension will exceed 24 months from date of start of initial DLP.

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

74.3 Care of Works:

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

74.4 Effects prior to taking over:

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

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

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

74.5 Defects after taking over:

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

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the completion of the works, the Owner shall be at his liberty to use the works or any portion thereof in respect of which a completion certificate has been issued provided that the works or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of completion certificate.

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



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## SECTION VI

### BILLS / MEASUREMENT / PAYMENT

#### 75 SCHEDULE OF RATES AND PAYMENTS:

##### i) Contractor's Remuneration

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

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

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

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

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

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

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

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

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

No claim or exemption or reduction of customs duties, 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

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for all other possible or probable cause of delay.

vii) Schedule of Rates cannot be altered:

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

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

76 PROCEDURE FOR MEASUREMENT / BILLING OF WORK IN PROGRESS:

i) Measurements:

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

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

ii) Billing:

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

iii) Dispute in Mode of Measurements:

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

77 LUMPSUMS IN TENDER:

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

78 RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS ADVANCES:

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

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

79 EXTRA WORK:

Should the contractor consider that he is entitled to any extra payment for extra job carried out whatsoever in respect of the works, he shall forthwith give notice in writing to the Engineer-in-Charge that he claims extra payment for the extra work. Such notice shall be given to the Engineer-in-Charge within one week from the ordering of any extra work or happening of any event, upon which the contractor bases such claims, and such notice shall contain full particulars of the nature of such claim with full details and amount claimed. Failure on part of the contractor to put forward any claim with the necessary

particulars as above within the time above specified shall be an absolute waiver thereof. No omission by the owner to reject any such claim and no delay in dealing therewith shall be waiver by the owner of any rights in respect thereof.

80 PAYMENT OF CONTRACTOR'S BILL:

Generally no payment shall be made for works estimated to cost less than Rs. 50,000/- till the whole of the work shall have been completed. But in case of works estimate to cost more than Rs. 50,000/- the contractor on submitting the bill thereof be entitled to receive a monthly payment proportion to the part thereof approved and passed by the Engineer-in-Charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. This payment will be made after making necessary deductions as stipulated elsewhere in the contract document for materials, security deposit or any moneys due to the Owner etc. 75% payment of the Running Account bill (RA bill) shall be released within 15 calendar days of receipt of RA bill duly certified by Engineer-in-charge (EIC) and the balance payment shall be released within 30 days of receipt of RA bill by EIC after detailed scrutiny.

81 MODE OF PAYMENT:

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

82 COMPLETION CERTIFICATE:

82.1 Application for Completion Certificate:

When the contractor fulfills his obligation under clause 74.4, he shall be eligible to apply for completion certificate. The contractor may apply for separate completion certificate respect of each such portion of the work by submitting the completion documents along with such application for completion certificate. The Engineer-in-Charge shall normally issue to the contractor the completion certificate within one month after receiving an application therefore from the contractor after verifying from the completion documents and satisfying himself that the work has been completed in accordance with and as set out in the construction and erection drawings and the contract documents.

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

82.2 Completion Certificate:

The contractor shall be furnished with a certificate by the Engineer-in-Charge of such completion, but no certificate shall be given nor shall the work be deemed to have been executed until all scaffolding surplus materials and rubbish is cleared off the site completely or until the work shall have been measured by the Engineer-in-Charge whose measurement shall be binding and conclusive. The work will not be considered complete and taken over by the Owner, until all the temporary works, labour and staff colonies etc. constructed are removed and the work site cleaned of all debris etc., as described in clause in 82.3 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.

82.3 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 weightment 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.

82.4 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

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removal of shuttering material, disposal of debris/scrap etc. to the entire satisfaction of Engineer-in- Charge.

83 FINAL DECISION AND FINAL CERTIFICATE:

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

84 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.

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## SECTION VII

### TAXES/DUTIES/INSURANCE

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

#### 86 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:**

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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.

87 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.

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## SECTION VIII

### LABOUR LAWS AND OTHER REGULATIONS

#### 88 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.

#### 89 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.

#### 90 CONTRACTOR TO INDEMNIFY THE OWNER:

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

- ii) Payment of Claims and Damages:

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

In every case to which by virtue of the provisions of Section 12, sub-section (l) 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 claim made under Section 12, sub-section (1) of the said Act except on the written request of contractor and upon his giving to the Owner full security for all costs for which the Owner might become liable on consequence of contesting such claims.

iii) Employment Liability:

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

b) The Contractor shall advise in writing to all of his employees and the employees of his sub-contractor as follows:

It is fully understood that your appointment and/ or deployment is only in connection with the owner and it does not give you any right of claim for employment by owner.

91 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.

92 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.

93 ARBITRATION:

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

(a) The dispute or difference shall, in any event, be referred only to a Sole Arbitrator

(b) The appointment and arbitration proceedings shall be conducted in accordance with SCOPE forum of Arbitration Rules for the time being in force or as amended from time to time

(c) The Seat of arbitration shall be at \_\_\_\_\_

(d) The proceedings shall be conducted in English language

(e) The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the Sole Arbitrator.

94 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.



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95 Order of Precedence for works / Services Contracts:

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

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

96 LIMITATION OF LIABILITY

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

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

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SECTION - IX

**MEMORANDUM OF AGREEMENT**

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

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

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

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rate specified in the contract. A notice in writing from the company to the contractor of such determination and termination and reasons therefore shall be the conclusive proof of the fact that the contract has been so determined and terminated by the company.

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

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

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

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

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

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provisions of this Agreement. During the progress of the work and provided the work is progressing according to the time-table laid down to the contractor, the contractor shall be entitled once a month to receive advance payment on the above mentioned sum proportionate to such part of the work as shall have been executed during the preceding month but only after such part of the work as has been executed has been inspected and approved by the Company's authorized Engineer. From such interim payments each time 10% will be withheld as Security deposit and this 10% will be paid to the Contractor after the defect liability period, provided that any defects appearing during that period are corrected by him. OR

100% payment will be made on the basis of actual executed quantities after satisfactory completion and due certification by BPCL Engineer-in-charge. In lieu of 10% Retention money towards Security deposit, contractor shall submit bank guarantee of equivalent amount of retention money (10% of contract value) before submission of 1st Running Account (RA) bill valid for defects liability period specified. Further, the Bank Guarantee shall have a claim period of six months beyond the date of expiry, and the same shall be mentioned clearly in the Bank Guarantee.

13. Defects after Completion: Any defects which may appear within the defect liability period specified shall, upon the directions in writing of the Company and within such reasonable time as shall be specified therein be amended and made good by the Contractor, at his own cost unless the Company shall decide that the Contractor will be paid for such amending and making good, and in case of default on the Contractor's part, the Company may amend and make good or have amended and made good such defects and all damages, losses and expenses consequent thereon, incidental to those shall be borne by the Contractor and such damages, losses and expenses shall be recoverable from him by the Company or may be deducted by the Company from any moneys due to or thereafter becoming due to the Contractor. Alternatively, the Company may, in lieu of such amending and making good by the Contractor elect to deduct from any moneys due or thereafter becoming due to the Contractor a sum to be determined by the Company sufficient to cover the cost of amending and making good such defects, and in the event of the amount withheld in accordance with Clause 12 being insufficient, recover the balance from the Contractor together with any expenses the Company may have incurred in connection with such recovery. Should any defective work have been done or bad inferior materials supplied by any Sub-Contractor employed on the work, has been approved by the Company as provided in Clause 15, the Contractor shall be liable to amend and make good in the same manner as if such work or materials had been done or supplied by the Contractor. The Contractor shall remain liable under this Clause notwithstanding the signing by the Company's authorized Engineer of any certificate or the passing of any account.
14. Alterations: The Company reserves the right at any time to alter any quantities of any item indicated in the Purchase order/Contract, in which case the total amount payable to the Contractor shall be less or higher, proportionate with the reduction or increase in quantity of such item, allowance for which will be made at the Contractor's agreed rates.
15. Subletting Agreement: The Contractor shall not sublet or assign the work or any part thereof to another party without the written consent of the company and no such subletting or assignment shall relieve the contractor from the full and entire responsibility of his obligation under this Agreement.
16. Cancellation: The Company shall at any and all times during the period stipulated for the work, has the right forthwith to cancel this agreement by giving written notice thereof to the Contractor and in such case the Contractor shall be paid for such part of the work as has been executed by him up to the date of cancellation, on the basis of schedule of rates as per Purchase order/Contract and shall be reimbursed by the Company for the cost and expenses incurred by him but which would now be wasted as a direct consequence of the cancellation of the Agreement.
17. Workmen's Compensation Liability: The Contractor shall hold the Company harmless and indemnified from and against all claims, costs and charges for which the Company shall be liable under the Workmen's Compensation Act, 1923 and any amendments thereof and the expenses to which it shall be put thereunder, both in respect of personal injuries (within the meaning of the said Act) to the employees and servants of the Contractor or Sub-Contractors, (if any), arising out of, or occasioned during the currency of this agreement through the acts or omissions, whether due to negligence or not of the Contractor, Sub-Contractor and/or Company and/or their respective servants and employees and also in respect of the personal injuries (within the meaning of the said Act) to the servants and employees of the Company arising out of, or occasioned through the acts and omissions whether due to negligence or not of the Contractor, Sub-Contractor and or their servants and employees in carrying out any of the provisions of this Agreement. This indemnity shall be in addition to and not in lieu of any indemnity to which the Company shall be entitled in law. The Contractor shall at his own expense effect and maintain, until the completion of the work, with an approved office a Policy of Insurance in the joint names of the Company and the Contractor, against such risks and deposit such Policy or policies with the Company from time to time during the currency of this Agreement. The Contractor shall be responsible for anything not included in the Insurance Policies above referred to and also for all other damage

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

18. Safety Regulation: The Contractor shall ensure that he/his Sub-Contractor and his, or their personnel or representatives shall comply with all safety regulations issued from time to time by the Company or otherwise howsoever and should any injury resulting in death or not or damage to any property occur as result of failure to comply with such regulations the Contractor shall be held responsible for the consequences thereof, shall keep the Company harmless and indemnified.
19. ARBITRATION: Any dispute or difference whatsoever arising out of or in connection with this Agreement including any question regarding its existence, validity, construction, interpretation, application, meaning, scope, operation or effect of this contract or termination thereof shall be referred to and finally resolved through arbitration as per the procedure mentioned herein below :
- (a) The dispute or difference shall, in any event, be referred only to a Sole Arbitrator
  - (b) The appointment and arbitration proceedings shall be conducted in accordance with SCOPE forum of Arbitration Rules for the time being in force or as amended from time to time
  - (c) The Seat of arbitration shall be at \_\_\_\_\_
  - (d) The proceedings shall be conducted in English language
  - (e) The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the Sole Arbitrator.
20. Jurisdiction:
- The contractor shall be governed by the Laws in force in INDIA. The contractor hereby submits to the jurisdiction of the Courts situated at Mumbai/(Ernakulam-in the case of Kochi Refinery), for the purpose of actions and proceedings arising out of the contract and the courts at Mumbai/(Ernakulam-in the case of Kochi Refinery), only will have jurisdiction to hear and decide such actions and proceedings.
21. Minimum Wages:
- The Contractor, his executors and administrators (and in the case of a Limited Company, its successors and assigns) shall hold the Company harmless and indemnified from and against all claims, costs and charges, for which the Company shall be liable under the Minimum Wages Act, 1948, the Contract Labour (Regulation and Abolition) Act, 1970 and any amendments or modifications thereof, and all expenses it shall be put thereunder through the acts or omissions whether willful or not on the part of the Contractor. This indemnity shall be in addition to and not in lieu of, any indemnity to which the Company shall be entitled in law.
22. Employees State Insurance: This Contractor hereby admits that he is fully aware of his responsibilities under the Employees State Insurance Act, 1948, as an immediate employer of the employees engaged by him for the execution of this contract which he agrees to discharge. The Contractor acknowledge the statutory right of the company (as a Principle Employer) to recover the amount of the contributions, paid by it in the first instance in respect of the employees employed by or through him (the Contractor), as well as the employee's contribution, if any, either by deduction from any amount payable to him by the Company under any contract or as debt payable by him to the Company.

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

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

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

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

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

PROFQRMA OF BANK GUARANTEE

(On non-judicial paper of appropriate value)

FOR EARNEST MONEY / SECURITY DEPOSIT TOWARDS PERFORMANCE

To

Bharat Petroleum Corporation Ltd.

Dear Sirs,

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

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

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

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

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

Yours faithfully

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

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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 : \_\_\_\_\_

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**Annexure 18 : SPECIAL TERMS & CONDITIONS**

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**SPECIAL PURCHASE CONDITIONS (WHEREVER APPLICABLE)**

**A. POLICY FOR PURCHASE PREFERENCE LINKED TO LOCAL CONTENT: APPLICABLE IN**

**GLOBAL TENDERS** : Under this policy the bidders are allowed to avail the purchase preference linked with attaining the stipulated local content. 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) bidders meet the stipulated LC criteria, the bidders shall be awarded to such bidder.
- b. In case none of the bidders meet the stipulated LC criteria, the order shall be awarded to 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 prices band of (+) 10% of the lowest bidders evaluated price, shall be given opportunity to supply 50% of requirement by matching the lowest bidders evaluated price. However, if 50% quantity works out of fraction of quantity, the bidders shall be considered for next higher quantity. In case the quantity cannot be split, the order shall be placed with entire quantity.
- d. In case there are more than one bidder within the price band of (+) 10% of the lowest bidders evaluated price, they shall be ranked in ascending order of their evaluated price. The opportunity of matching the price shall be accordingly starting 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 to job.
- f. The option in case of MSE bidders qualifying under both policies, namely, Purchase Preference under the Public Procurement Policy – 2012 (PPP – 2012) from MSE bidders and Purchase Preference Linked with Local Content (PP-LC 2017) shall exercised as under  
:
  - i. The MSE bidder can avail only one out of the two applicable purchase preference policies, i.e. PP-LC2017 or PPP-2012 and therefore, bidder will be required to furnish the option under which he desires to avail the purchase preference. This option must be declared within the offer and in case bidder fails to do so, although he is eligible for the both policies, his offer would be evaluated considering PPP-2012 as the default chosen option. In case a MSE 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 detail of LC in his 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 exemption from furnishing bidding document fee and bid security shall continue to be available to such a bidder.



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- g. In view of the above, the bidders quoted price against various items of inquiry shall remain valid even in case of splitting of quantities of the items, except in the case of the items where the quantity cannot be split since these will 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 the bidders, the order of precedence shall be as under:
    - i. MSE bidder (PPP-2012)
    - ii. PP-LC complied bidder(PP-LC)

### **Examples of Purchase Preference**

#### **Non divisible Items**

L1 bidder in non MSE, NON PP-LC bidder

L2 bidder is PPC-LC (within 10%)

L3 bidder is MSE bidder (within 15%)

MSE bidder shall be given preference to match the L1 price. If L3 bidder match 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 Items**

L1 bidder is non MSE, non PP-LC bidder

L2 Bidder is PPC-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 bidders, 2 to PP-LC bidder and left out 01 no. to natural L1 bidder.

1. In case lowest bidder is a MSE bidder, the entire work shall be awarded to him without resorting to purchase preference to bidders complying local content.
2. In case lowest bidder is a PP-LC bidder purchase preference shall be restored to MSE bidders as per provision specified in the enquiry document w.r.t. PPP-2012 only.

### **Certification of Local Content**

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

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

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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 aggregate level like supply value, transport value and other head given in the price schedule.

The bidder claiming the PP-LC benefit shall be required to furnish an undertaking on bidder's letterhead (**Annexure1\_PPLC**) 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 the case of partnership firm.
  - III) Statutory auditors in case of the 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 bidders organization.

**Note:**

1. LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost product. The whole cost of product shall be constituted of the cost spent for the production of the 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.
2. However, LC of services shall be calculated on the basis of the ratio of services cost of domestic component in services to the total cost of services: 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 purchaser shall not have any liability to verify the contents and will not be responsible for the same. However, in case of the procuring company has any reason to doubt the authenticity of the local content, it reserved the right to obtain the complete backup calculation before award of the 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 above

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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 Procurement Company, stating the percentage of local content in the goods or services 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*

#### 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 action shall be taken by the procuring company:

- Pre-determined penalty @10% of total contract value
- 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 if 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 are within 10% of L1 bidder as per original quoted prices) and left out quantity, if any, as per provision of enquiry document shall be awarded to that bidder.

### **LC of Goods**

**Table: CALCULATION OF LOCAL CONTENT – GOODS**

Name of manufacturer	Calculation of manufacturer cost per no unit of product
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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:**

$$\% \text{ LC Goods} = \frac{\text{Total cost (IVC)} - \text{Total component cost (IVB)}}{\text{Total Cost (IVC)}} \times 100$$

$$\% \text{ LC Goods} = \frac{\text{Total Domestic component cost (IVA)}}{\text{Total Cost (IVC)}} \times 100$$

**B. DOMESTIC VALUE ADDITION DECLARATION**

As procurement of the tendered item is covered under **Annexure2 DMISP** of the DMI&SP policy, the bidder shall furnish the Affidavit of self -declaration issued by the domestic manufacturer to BPCL declaring that the iron and steel products is domestically manufactured in terms of the domestic value addition prescribed (currently as minimum 15 %). Formula for value addition, certification, penal action etc. shall be as per the policy document to be published as Annexure XI of tender document.

**Documents required:**

Affidavit of self –certification regarding domestic value addition in Iron & Steel products on Rs 100/- Stamp paper, verified by TPIA, as per the format (referred as FORM-1 in the policy document).

**C. START-UP CLAUSE:**

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

- I. Certificate of Recognition issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, GOI.

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## II. Certificate of Incorporation/ Registration.

III. Audited P&L Statement of all the financial years since incorporation.

- IV. In case where balance sheet has not been prepared, bidder shall submit a certificate in Original from its CEO/CFO stating the turnover of the bidding entity separately for each Financial Year Since incorporation along with declaration stating the reason for not furnishing the audited P&L statement. The Certificate shall be endorsed by Chartered Accountant/ Statutory Auditor.

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

**Restrictions under Rule 144(xi) of the General Financial Rules, 2017 – Reference OM no. 6/18/2019 – PPD dtd. 23.07.2020 (read along with any subsequent clarifications/amendments thereof) issued by Ministry of Finance, Public Procurement Division**  
[\(<https://doe.gov.in/procurement-policy-divisions>\)](https://doe.gov.in/procurement-policy-divisions)

- (I) Any bidder\* from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with Competent Authority. The Competent authority for the purpose of registration shall be the Registration Committee constituted by the Department of Promotion of Internal Trade (DPIIT) of Govt. of India. (\* In case of domestic tenders, the term

*“bidder” shall mean domestic bidders as defined under clause III below)*

- (II) “Bidder” (Including the term ‘Tenderer’, ‘Consultant’ or ‘Service Provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

- (III) “Bidder from a country which shares a land border with India” means:

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

- (IV) “Beneficial owner” for the purpose of para (III) above will be as under:

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

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- a. "Controlling ownership interest "means ownership of an entitlement to more than twenty-five percent of shares or capital or profits of the company;
  - b. "Control shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or through one or more juridical person(s), has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

(VI) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Undertaking as per **Annexure3 LandBorder**

- E. **MSE CLAUSE & CA CERTIFICATE FOR MICRO AND SMALL ENTERPRISES ( MSEs )** : Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises for the item mentioned in the EOI are exempted from submission of EMD. Such bidders must upload the necessary MSE documents to claim exemption for Earnest Money Deposit in e-tendering portal. MSE documents (UAM/EM-II/ Udyam Registration) need

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to be certified by Chartered Accountant (CA) as per enclosed format, refer **Annexure4 CACertificate**. The original hardcopy of CA certificate and MSE document with original stamp and seal of CA must be submitted in the tender box, on or before due date of the EOI. If NSIC certificate is

**being submitted** then the bidder must submit a TPIA verified (copy with original stamp and seal of TPIA)

copy of the same in the tender box. Alternatively, documents signed digitally by the CA/TPIA agency, as applicable can be uploaded over e-tendering site

**CA Certificate with respect to MSE Document:** All bidders quoting as MSE, should submit CA certificate in original, along with MSE doc. (UAM/EMII/ Udyam Registration) documents like SC/ST Certificate, Women Entrepreneur proof, to avail the benefits of Public Procurement Policy as per MSMED Act 2006/Public Procurement Policy Order 2012. In case CA certificate is not submitted, bid of the vendor may be rejected at EMD stage. Please find below further points with respect to same:

- The CA certificate should be dated after the date of floating of the subject EOI and shall be specific to the EOI for which bid is being submitted.
- Format of the CA certificate is attached as Annexure IV for reference and bidder needs to submit certificate strictly in the said format else bid shall be rejected

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**END**



**Annexure 19 : Template for Disclosure for Conflict of Interest(if any)**

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

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

TENDER NO. : .....

TITLE OF TENDER : .....

To,

Bharat Petroleum Corporation Ltd  
Mumbai

Dear Sir/Madam,

In regard to the 'CONFLICT OF INTEREST' clause in the tender, we disclose the following information:

Name of the Oil Company (PSU/Pvt) in India, with whom contract is in existence	Nature of Contract (PPI issuance /Loyalty solution or both) - pls. specify	Details of the program #	contract valid till (date)

# Size of the program, Date of start of contract, contractual obligation in such contract which bars bidder to enter into similar arrangements with other parties (incl. BPCL, as per tendered program), etc.

Signature of the Authorized person of the bidder