

**CENTRAL PROCUREMENT ORGANISATION (MKTG.)
BHARAT PETROLEUM CORPORATION LIMITED
'A' INSTALLATION, SEWREE FORT ROAD
SEWREE (E), MUMBAI - 400 015**



**OPEN TENDER FOR THIRD PARTY INSPECTION SERVICES
FOR PFS CERTIFICATION OF RETAIL OUTLETS**

**Tender No. : CRFQ - 1000302690
(E-tender System No: 37145)**

Tender for third party inspection services for PFS certification of retail outlets

-Invitation of Techno-Commercial Bid and Price Bid

1. Bharat Petroleum Corporation Limited is a Fortune 500 Maharatna PSU engaged in manufacturing and Marketing of diverse range of Petroleum Products.

Our Retail SBU markets various petroleum products through our Retail Outlets across India.

2. BPCL invites you to submit your offer in a **two-part bid for providing Third Party Inspection services for PFS Certification of Retail Outlets for a period of 3 years at various locations** spread all over India on the terms and conditions contained in this tender document.
3. This is an e-tender. Please visit the website <https://bpcleproc.in> for participating in this tender process and submitting your Techno-commercial and Price bids online.
4. The attached tender document consists of the following

Part A: Techno-Commercial Bid (other than Price Bid).

- | | |
|--|-----------------|
| a) Bid Qualification Criteria | (Annexure-I) |
| b) Terms of reference | (Annexure-II) |
| c) Checklists and procedures | (Annexure-III) |
| d) General Conditions of Contract | (Annexure-IV) |
| e) Proforma of Agreement | (Annexure-V) |
| f) General Instructions to bidders for E-Tendering | (Annexure-VI) |
| g) Performa of Integrity Pact | (Annexure-VII) |
| h) Proforma of Performance bank Guarantee | (Annexure-VIII) |
| i) Techno-commercial terms and other information | (Annexure -IX) |
| j) Declaration | (Annexure -X) |

Information pertaining to Techno-commercial details and other Information & Relationship with Directors shall have to be submitted online.

The Vendors shall also be in a position to produce further information as and when required by BPCL.

BPCL, at its discretion reserves the right to verify information submitted and inspect the manufacturer facilities to confirm their capabilities.

Part B: Price Bid

Vendors have to submit Price Bids online as per the proforma given in tender document.

Tenderers shall also have to essentially sign an **Integrity Pact (IP)** for participating in this tender, as per the proforma mentioned in point (4 f) above. The salient points to be noted in regard to IP are:

a. Proforma of Integrity Pact shall be uploaded by the tenderer 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.

5. All the tender documents and Annexures, Techno-commercial details and Other Information & Price Bids shall be required to be digitally signed with a class IIB or above digital signature by the authorized signatory.

The authorized signatory shall be:

- a) Proprietor in case of proprietary concern.
- b) Authorised partner in case of partnership firm.
- c) Director, in case of a limited Company, duly authorized by its board of directors to sign.

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

6. 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

7. **EMD of Rs.1,00,000/- (Rs. One Lakh only)** is required to be submitted if applicable in physical form (by the way of crossed A/c Payee **demand draft or Bank Guarantee** in favour of M/s Bharat Petroleum Corporation Ltd. and payable at Mumbai) at our office in a sealed cover addressed to Procurement Leader (Group 4), with following boldly super-scribed on the outer cover

- CRFQ number
- Item
- 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:

**Central Procurement Organization (CPO),
'A' Installation, Sewree Fort Road,
Sewree, Mumbai-400015**

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

Bid received without the EMD if applicable is liable to be rejected.

EXEMPTION FROM EARNEST MONEY DEPOSIT:

Micro and Small Enterprises registered with District Industries 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

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

8. **Pre-bid meeting for the tender will be held on 23.03.2018. commencing at 15.00 Hrs. IST at the following address.**

**Central Procurement Organization (CPO),
A-Installation, Sewree Fort Road, Sewree, Mumbai-400015**

9. The Vendors who are already enlisted with BPCL should also apply.
10. The vendors who are currently on BPCL's Holiday List will not be considered.
11. BPCL reserves the right to accept any offer in whole or part or reject any or all offers without assigning any reason. BPCL is also not bound to accept the lowest Bid.
12. If BPCL is unable to evaluate any offer for want of information, such offer will not be considered.
13. BPCL's decision on any matter regarding short listing of Vendors shall be final and any applicant shall not enter into any correspondence with BPCL unless asked for.
14. BPCL reserves the right to accept/ reject any or all the Bids at their sole discretion without assigning any reason whatsoever.
15. Forming Cartel and quoting rates in groups would disqualify the supplier.
16. Bids submitted after the due date and time as mentioned above, or not in the prescribed format is liable to be rejected. BPCL does not take any responsibility for any delay in submission of online bids due to connectivity problem or non-availability of site and/or other documents to be uploaded online. No claims on this account shall be entertained.
17. Based on the information and documents submitted, the parties who are found to be techno-commercially eligible shall qualify for the next round of the tender viz. price bid.
18. It shall be understood that every endeavour has been made to avoid errors which can materially affect the basis of the tender and the successful bidder shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
19. Signing of the Contract: The successful bidder shall be required to execute an agreement in the proforma attached with this tender document (Annexure III) within a period of 15 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.

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

Thanking you,

Yours faithfully,

for **BHARAT PETROLEUM CORPORATION LIMITED**

SD/-

Anil Ahir
Procurement Leader (Group-IV)

Part A: Techno-Commercial Bid

Annexure-I:

Bid Qualification Criteria

Bidder/Vendor should qualify in each of the following Bid Qualification Criteria.

1. Single Work Order Value:

The Bidder shall have executed similar jobs during last 5(five) years ending 31st March, 2018. For the purpose of this Tender, similar job has been defined as Third Party Certification/Audit or Inspection works. The value of such single Work Order executed shall not be less than that indicated in the Table given below

:

Should have successfully completed works during last 5 years ending 31st March,2018 in either of the following:
Three similar completed works for a combined value of at least Rs. 332 lakhs OR
Two similar completed works for a combined value of at least Rs. 277 lakhs OR
One similar completed work for a combined value of at least Rs. 221 lakhs

Documents required :

- a) Performance reports / certificates from clients along with corresponding purchase orders.
- b) The certificate from an approved TPIA (LRIS / SGS / GLISPL / IRS / DNV / EIL / TATA Projects / PDIL / UL / RITES LTD / ITSIPL / MECON / ICSPL/BVIS) verifying and confirming the documents mentioned in point a) above. Self-certification is not permitted, in case the bidder is one of the approved TPIA mentioned above.

2. Financial Capacity :

- i. The bidder should have achieved a minimum average annual financial turnover of **Rs. 83 Lakhs** as per Audited Balance Sheet and Profit & Loss account, in the last available three accounting years prior to due date of bid submission.
- ii. Net worth of the bidder should be positive in the last accounting year. The Net worth is defined as Share Capital + Reserves & Surplus.

Documents required:

- a) Audited Balance Sheets and Profit & Loss accounts of the bidder for the previous three accounting years prior to the due date of bid submission.
- b) The certificate from an approved TPIA (LRIS / SGS / GLISPL / IRS / DNV / EIL / TATA Projects / PDIL / UL / RITES LTD / ITSIPL / MECON / ICSPL/BVIS) verifying and confirming the documents mentioned in point a) above. Self-certification is not permitted, in case the bidder is one of the approved TPIA mentioned above.

3. **Valid Accreditation certificate:** The bidder must have a valid accreditation to ISO 17020 from QCI/NABCB for type “A” inspection body.

Documents Required:

- a) Copy of ISO 17020 valid as on date of bid submission.
- b) The certificate from an approved TPIA (LRIS / SGS / GLISPL / IRS / DNV / EIL / TATA Projects / PDIL / UL / RITES LTD / ITSIPL / MECON / ICSPL/BVIS) verifying and confirming the documents mentioned in point a) above. Self-certification is not permitted, in case the bidder is one of the approved TPIA mentioned above.

4. **Past Performance :**

Bidders should submit a declaration to the effect that they are not currently serving any Holiday Listing orders issued by BPCL or MOP&NG debarring them from carrying on business dealings with the BPCL/ MOP&NG or serving a banning order by another Oil PSE. If this declaration is found to be false, BPCL shall have the right to reject bidder’s offer, and if the bid has resulted in a contract, the contract is liable to be terminated.

Documents Required: A declaration by bidder indicating that they are not on holiday list by BPCL / MOP&NG or another Oil PSUs as on due date of bid submission anywhere in the country.

ANNEXURE-II:

Terms of Reference

1. **Company Information**

Bharat Petroleum Corporation Ltd. (BPCL) a major Public Sector Undertaking is one of the leading Oil Refining and Marketing companies in India. The company produces a diverse range of products, from petrochemicals and solvents to aircraft fuel and specialty lubricants and markets them through its wide network of Petrol Stations, Kerosene Dealers, LPG Distributors and Lube Shoppe's.

Its Retail SBU is engaged in the retailing of Petrol, Diesel, Kerosene and their branded versions, besides various Non-Fuel Products and value-added services through its robust network of over **13,000** Retail Outlets spread across the country.

2. **Project Background**

In order to maximize the value from the retail network and promote brand loyalty among the fuelling customers, BPCL initiated an exercise for its network of Retail Outlets (ROs) towards the end of 1999.

An important change initiative was to establish benchmarks in customer service standards and enable the organization to leverage the retail outlet network to gain competitive advantage in a deregulated market scenario. The initiative has been termed as the "PURE FOR SURE" (PFS). In order to ensure that these standards are maintained and improved on a continuous basis, BPCL has resorted to certification and surveillance audit of selected ROs across the country by some reputed external auditing agency.

Simultaneously, BPCL has also set up standards for conducting audits for PFS certification of its Supply Points spread across the country.

In order to achieve and sustain the project objectives, following standards have been undertaken as part of this initiative:

i. **PURE FOR SURE Retail Outlets**

This auditing and certification exercise is primarily based on checklists drawn by BPCL on the basis of its experience in implementing and improving "PURE FOR SURE" standards. Accordingly, checklists for various types of ROs have been finalized that cover the following aspects of RO operations:

a. **Automation:**

Consumers should clearly see BPCL as the company that dispenses the right quantity and quality of pure fuel. The ultimate aim must be to inspire trust in BPCL outlets. In order to ensure Q & Q standards on continuous basis across its network, a number of retail outlets are being provided with automation. The auditor needs to check and certify that the automation system is working with all its attributes and features.

b. **Other Quality & Quantity (Q&Q) measures:**

The PFS initiatives aim to ensure 100 percent Q&Q at every point starting from the supply point, up to the consumers' fuel tank. To achieve this, "PFS" has adopted several measures like spot check of Q&Q aspects of product at the RO by the auditor.

c. **Cleanliness & Environment**

A clean and welcoming atmosphere for customers, a healthy environment for the forecourt personnel who provide service, and for the public in general, is another objective under this initiative. The auditor needs to check general cleanliness, apart from clean toilet and drinking water availability in the RO as well as adherence to safety standards.

d. Customer Service Standards

The aim is to recognize the customers' needs, made him feel cared-for and concurrently ensure efficient level of services in the retail outlet forecourt. The objective of this section of the check list is therefore to ensure a high standard of service – both “internal” standards for RO forecourt staff to follow, and “external” standards for consumers to experience.

e. Honesty and Transparency

In order to ensure adequate and timely information to customers, to gain customer's trust on the products, services and transactions being provided by BPCL, certain initiatives have been taken by the Company which need to be checked by the auditor.

f. Legal Compliance (only in case of COCO / OSTs ROs)

To ensure adherence to fair and legal labour practices at all Company-owned-company-operated (COCO) and One-stop-truckers-shop (OSTS) ROs, the auditor need to check availability of all approvals, registration, documentation and statutory payments (labour, ESIC, PF etc.)

g. PLATINUM PURE FOR SURE Retail Outlets:

In order to provide a superior fuelling experience to the motoring customers over and above Guarantee of Quality & Quantity, BPCL launched the PFS Platinum programme in the year 2012. The Platinum dealerships and its staff go through a rigorous training programme and the outlets are designed to dispense superior fuelling experience, both in terms of hardware as well as software issues. The platinum Retail Outlets addresses the various needs of the visiting customers. These outlets deliver “Value to Many” .These outlets are fully automated and are monitored thru CCTV cameras and other processes by BPCL at a specially dedicated centre in Mumbai.

ii. Product Sampling

Additionally, product samples from all available tanks of the RO and at least one Lubricant sample is to be drawn from certain ROs as and when directed by BPCL.

iii. Supply Location Audit

BPCL has also set up standards and created an audit manual to conduct audits for PFS certifications at Supply Locations (SL) spread across the country so as to ensure that product of right quality and in right quantity reaches the market. The scope of audit shall cover the following aspects:

- Inspection of tank Lorries used in product movement.
- All regulatory approvals in place i.e. fitness certificates / W & M / CCOE license and certificates etc.
- Safety aspect of lorry
- Condition of lorry for leakage
- Crew for competence
- Lock Management
- Key Management
- Invoice preparation
- Calibration
- Test Samples
- Quality of Supplies

3. Deliverables

A. Positioning adequate and qualified auditors for carrying out the audits

The successful Bidder would set up a panel of auditors for certification, re-certification and surveillance audits and sample collection in numbers adequate to cover all the PFS/PFS Platinum / Non-PFS ROs and Supply Locations. Geographically these PFS/PFS Platinum / Non-PFS ROs and Supply Locations are spread all over India. The RO network is located in nearly every State of India in urban areas like cities / towns as well as on highways.

The afore-mentioned auditors need to carry out the following jobs:

i. RO Audit:

To draw out a plan for auditing ROs including carrying out surprise audits (at approximately 20% of ROs as advised by BPCL) and execute it in order to:

- Recertify existing PFS certified ROs
- Certify previously de-certified PFS ROs
- Freshly certify new ROs
- Certify/re-certify COCOs/OSTS ROs
- Certify and re-certify PFS Platinum ROs
- Inspect Non-PFS (NPFS) ROs

Total number of RO audits for three years would be as per the break up given below:

ESTIMATED NUMBER OF AUDITS FOR A PERIOD OF THREE YEARS					
S.No	Parameter	FY'19	FY'20	FY'21	Total No of Audits
	Audit fees for inspections of ROs including all over heads (excluding taxes)				
1	No of PFS certified ROs to be audited once a year	8500	9000	9500	27000
2	Additional 20 % PFS ROs for surprise audit	1700	1800	1900	5400
3	New PFS Certifications	700	700	700	2100
4	New PFS-Platinum Certifications	200	200	200	600
5	Re-Certification of PFS Platinum ROs each quarter	4500	6000	6000	16500
6	Certification of Non PFS (Non Rural) ROs with sales >100 kl/PM as per MOP&NG mandate	750	800	850	2400
7	Total RO sampling @ 10 % of PFS / PFS- P outlets	1020	1090	1160	3270
8	PFS Certification of Supply Locations	82	83	84	249

These numbers are only indicative and the payment will be released based on actual number of audits completed. BPCL also reserves the right to unilaterally increase the numbers by up to 20 % either during the contractual period or by further extending the contract by six months.

Following checklists based on which certification, re-certification and surveillance audit of different type of ROs would be carried out is enclosed as one of the annexure of the tender document:-

- Checklist A1 - PFS Basic Automated ROs
- Checklist A2 - PFS Basic Non-Automated ROs
- Checklist A3 – PFS COCO ROs
- Checklist A4 - PFS Platinum ROS (Non Highway)
- Checklist A5 - PFS Platinum ROs (Highway)
- Checklist A6 - PFS Platinum ROs (OSTS)
- Checklist A7 - PFS Platinum COCO ROs
- Checklist A8 - NPFS ROs selling >100 kl/pm
- Checklist A9 - NPFS ROs selling <100 kl/pm

However, BPCL reserves the right to review and amend the aforesaid checklists without assigning any reasons whatsoever.

ii. Product Sampling :

Auditors would also be required to draw products samples from all the available tanks at the RO and at least one Lubricant sample from 10 % of PFS certified ROs annually. The successful bidder shall also have to arrange for **transport of these samples in private vehicles only** and hand over the samples to the concerned Supply location or territory office after creation of required documentation with proper acknowledgement.

BPCL shall select the list of ROs from where such samples will be collected on a monthly basis. This number is only indicative and the payment will be released based on actual number of audits completed.

iii. Supply Location Audit :

Auditors would also be required to audit Supply Locations (SL) for their PFS Certification. List of Supply locations to be audited and the SL audit check list are enclosed as one of the annexure of the tender document. However, BPCL reserves the right to review and amend the aforesaid checklist without assigning any reasons whatsoever.

Currently 82 supply locations shall come under the purview of SL audit per annum. This number is only indicative and the payment will be released based on actual number of audits completed.

B. Printing and issue of PFS Certificate

The successful bidder shall be required to print and issue the PFS Certificates to each Qualified RO and SL, as per the standards laid down by BPCL within one month from conducting the audit at RO. The design, specifications, size & quality of certificates shall be vetted and approved by BPCL. The validity of a certificate shall be one year from the date of audit.

Further, the original certificate issued to the RO should be submitted to the designated regional role holder along with audit reports and deviation reports with any , at the end of every month.

C. Appointing a Central Project Co-coordinator

Successful Bidder shall appoint a project manager as central coordinator who will interact with BPCL Retail HQ/Urban Retailing department and Regional Team(s). The responsibility of the

Project coordinator shall be:

- Devising /reviewing the methodology for overall management/monitoring of project
- Scheduling the certification, recertification, surveillance and surprise audits of the PFS ROs/supply locations in consultation with BPCL’s Retail HQ (RHQ) and Regional teams and forwarding the same on 14th & 29th of each month to regional role holders.
- Ensuring compliance of all auditing requirements and other appropriate directives.
- Reviewing documentation on existing quality and service system activities (which includes those that are included in the checklists attached) to determine their adequacy.
- Report on the audit results clearly, conclusively and without any delay and report critical non-conformities to BPCL immediately.
- Periodic reviews of the issues in the certification process and initiate changes for further improvement.
- To meet and resolve issues of urgent nature at short notice.
- Review the performance of the auditors and resolve issues on the quality of audit as and when such requirements arise.
- Devise a system to report quality of audits every six months.
- Train the auditors employed to meet the requirements/parameters for certifying/ recertifying PFS retail outlets.
- Forward the schedule of audit for each auditor on a fortnightly basis to central coordinator of BPCL.
- Forward SMS alert on decertification of any RO on real time basis to RRH concerned TM & Central coordinator of BPCL.
- Provide monthly information on audit results as per formats to be determined by BPCL from time to time by 5th of every month.
- After activation of BPCL PFS portal , to ensure that all auditors log in and provide the online audit input every day, as directed by BPCL.
- Ensuring that a successful bidder’s nominee attends the co-ordination meetings as described below.

Co-Ordination Meetings: Review meetings shall be held on quarterly basis in the office of the Corporation at Mumbai or other regional offices between the successful bidder and the Corporation on regular basis covering all aspects of the work scope for completing the project within the approved time frame. The Project coordinator or a nominee shall be required to attend these meetings for speedy implementation of the decisions & follow up required. The successful bidder shall record minutes of such meeting and maintain them as records for future references after obtaining the Corporations approval to the same within a week. BPCL shall not make any additional payments towards the visits by the successful bidder that are required to the offices of BPCL for any work or for any co-ordination meeting.

4. Time Frames

The frequency of the auditing/sampling activities shall be as follows:

Type of Audit	Frequency
Recertification audit of existing PFS RO	Once every year
Certification of NROs	Once every year
Surprise audit of 20 % PFS ROs	Once every year
Audit of COCOs & OSTs	Once every quarter
Audit of PFS Platinum ROs	Once every quarter
Audit of Non PFS (Non Rural) ROs with sales >100 kl per month	Once every year
Product sampling from 10% of PFS ROs	Once every year
PFS certification of supply locations	Once every year

5. **PAYMENT THROUGH BPEC:** 100% payment shall be released after successful supply, and submission of

TPIA certificate of respective sites within 30 days from the date of receipt of bill **subject to PBG submission.**

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

PLEASE SEND THESE DOCUMENTS TO THE FOLLOWING ADDRESS FOR PAYMENT PROCESSING:

BUSINESS PROCESS EXCELLENCE CENTRE (BPEC)
4th FLOOR, BPCL OFFICE COMPLEX
PLOT-6, SECTOR-2, BEHIND CIDCO GARDEN
KHARGHAR, NAVI MUMBAI-410210
MAHARASHTRA, INDIA

It may be noted that retention money in lieu of PBG is not valid anymore. Accordingly , the successful vendor shall have to submit the PBG to BPEC post award of the tender and before the submission of first bill. Please note that in case PBG is not provided by the Vendor, payment shall not be released by BPEC as retention of 10% of the basic value clause is no more applicable.

BG Confirmation:

To expedite BG confirmation process, BPCL has tied up with SBI for implementation of SFMS Bank Guarantee wherein the **vendor has to quote our IFSC code and Account number to bank at the time of BG application based on which SBI will send a swift message confirmation to dedicated email ID of BPEC and the same shall be considered as BG verified by the bank.**

Accordingly vendors/ Contractors shall provide BPCL's Bank Account No. & IFSC Code (Details given below) to their Bank at the time of application for Bank Guarantee in 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 vendor, BPEC Team shall validate the same with the Swift message and shall proceed with the release of payment to vendors which is due against the said Bank Guarantee.

Bank Details

Name of Bank: State Bank of India
Branch: CAG Branch, Mumbai
Account No: 11083980831
IFSC Code: SBIN0009995

6. Important points to be noted during RO visit

A. Audit of PFS /PFS Platinum ROs to be conducted during peak hours only

PFS /PFS Platinum Audits will be carried out during peak hours as indicated for each PFS and PFS (P) outlet. The peak hour of each RO shall be indicated in the list of ROs to be provided by BPCL to the successful Bidder. However this peak hour condition shall not be applicable to non-PFS ROs.

Auditor shall spend at least 2 hours in a PFS /PFS Platinum ROs to carry out the audit as per checklists and standards laid down by BPCL.

Going by the current peak hour concept, at best two PFS/PFS Platinum ROs can be audited in one day. Subject to availability of a non PFS RO (NPFS) in the vicinity, one NPFS RO audit can also be scheduled during the day. Therefore in a given day not more than three ROs can be audited as above.

B. Spreading out the Audits evenly throughout the year

All types of audit and sampling schedule should be so prepared so as to ensure that it is evenly spread in each month throughout the year. No bunching or accumulation of audits or sampling is permitted.

C. Handling of product samples at no extra cost

BPCL shall have no liability for any accident, damage, injury or loss of life or property for self or any third party arising out of product sampling or during carriage of samples and sample containers during the process of sampling.

The cost of collecting the sample containers from Sales Officer (SO)/Territory Office/SL, reaching the sample to the SO/Territory office/SL for LIMs creation and subsequently carrying the samples to the concerned territory office or supply location shall be borne by the bidder. For this purpose, no public conveyance like bus and/or train etc shall be used keeping in mind safety concerns and restrictions imposed by PESO.

D. All audits to be done on surprise basis without information to the auditee

All audits shall be conducted on surprise basis without any prior information or inkling to any of the auditee including the dealer/COCO officer/SO/Territory office

E. Qualification and employment status of auditors

Auditors should have required qualification and experience to undertake such audits so as to meet BPCL PFS standards. The minimum qualification of the **auditor should be either graduate degree in science and/or diploma in engineering with min 3 years experience.**

Additionally, **each and every auditor on the panel should be on the direct payrolls of the successful bidder.**

Before commencing the work, the successful bidder shall be required to provide a list of the employees to be deployed, their educational qualifications and experience, if any as well as their contact information.

7. Reporting Requirement

Three copies of the audit checklist shall be created and duly signed by the auditor and dealer/COCO officer or Operator. The distribution of the signed audit report shall be as under:

- First copy of the audit report shall be sent by courier to the concerned BPCL Territory Manager immediately on completion of audit.
- Second copy of the report shall be handed over to the dealer/COCO officer.

- Third copy shall be forwarded to the respective Regional Role Holder along with monthly bills. The vendor may retain an extra copy for their record.

Necessary supporting in the form of documents and 5 digital snapshots of the RO including photographs of inside washroom photo and a selfie of the auditor at the RO.

On decertification of any RO/SL, immediate information over SMS to be sent by the concerned auditor to the respective TM/RRH/HQ followed by the complete audit report with supporting to the respective TM/RRH/RHQ within 3 days of decertification of a RO.

Successful Bidder shall also compile and provide to BPCL monthly information reports as per the format(s) prescribed by BPCL from time to time.

BPCL is developing a PFS portal. Once the portal is developed, all auditors shall be required to log in and provide the online input of audits (including uploading of supporting and pictures) every day, as directed by BPCL

8. Key Performance Indicators:

A. Timeliness of audits:

Periodicity of certification audits is of essence in the contract and the successful bidder shall be required to abide by the schedules strictly as given by the Regional Role Holder(s) and as confirmed on commencement of the work at the various Regional Offices.

Similarly all audit findings shall have to be reported timely at periodic intervals as directed by BPCL in the form of MIS/emails/SMS as per the templates developed from time to time.

B. Authenticity and integrity of the audits

Authenticity and integrity and of the audit is critical for ensuring the effectiveness of these audits more so because these audits involve checking several behavioural and softer issues of RO operations. Evaluation of such parameters is entirely on the auditor's discretion and does not leave any trail for verification at a later date. Hence the genuineness of the primary audit is of paramount importance. BPCL has a zero tolerance approach in case of failure on this account.

BPCL has devised a system of post audit evaluation (PAE) of auditor and audits to ensure that the standards of audit as desired are fully adhered to by the auditor. Such random PAE shall be carried out within 48 hours of completion of audit by auditor based on the audit schedule sent by the agency.

Annexure-III:

CHECKLISTS AND PROCEDURES

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1. Checklist A1 - PFS Basic Automated ROs
2. Checklist A2 - PFS Basic Non-Automated ROs
3. Checklist A3 - PFS New Platinum ROs
4. Checklist A4 – PFS COCO ROs
5. Checklist A5 - PFS Platinum COCO ROs
6. Checklist A6 - PFS Platinum ROs (OSTS)
7. Checklist A7 - PFS Platinum ROs (Highway)
8. Checklist A8 - NPFS ROs selling >100 kl/pm
9. Checklist A9 – Supply Location Audit
10. List of Supply Locations
11. Product Sampling Procedure

Annexure-IV

General Conditions of the Contract (GCC)

GCC is attached in the e-tender. Bidders have to digitally sign the GCC in the e-tender as a token of acceptance.

Annexure : V

Proforma of Agreement

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

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

1. The TPIA 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 sites to its complete satisfaction in accordance with the terms of reference, 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 official 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. PERFORMANCE SECURITY DEPOSIT/RETENTION MONEY:

To ensure performance of the contract and due discharge of the contractual obligations, the successful TPIA 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 TPIA 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 of GCC, if applicable) and with a claim period of six months thereafter. The Bank Guarantee shall be in the form prescribed.

3. SCHEDULE OF RATES AND PAYMENTS:

a. TPIA's Remuneration

The price to be paid by the Owner to TPIA for the whole of the work to be done and the performance of all the obligations undertaken by the TPIA 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 Regional Role Holder. The sum so ascertained shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the TPIA under the contract and no further payment whatsoever shall be or become due or payable to the TPIA under the contract.

b. Price variation / escalation

BPCL will not consider claims for price variations / escalations during the tenancy of the contract, except for variation / changes in tax structure. Invoice raised on monthly basis will incorporate taxes separately. Any upward or downward revision in taxes as notified by authorities will be thus passed onto BPCL.

c. Schedule of rates to be inclusive:

The prices/rates quoted by the TPIA shall remain firm for the entire contract period 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 and completing the work by the TPIA. The TPIA 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 Regional Role Holder(s) as to the items of work which are necessary and reasonable for completion of work shall be final and binding on the TPIA, 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 TPIA shall do or perform a work 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.

d. 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 TPIA's conduct of work which occur from any cause including orders of owner in the exercises of his powers and on account of extension of time granted due to various reasons and for all other possible or probable cause of delay.

e. 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 TPIA and agreed to the Owner and cannot be altered.

4. INSPECTION OF SITES:

The TPIA has been given an opportunity before or at the time of the entrusting of the work to him of making an inspection of the sites 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 entitle 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 official that such difficulties could not have been foreseen.

5. 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 TPIA shall be less or higher, proportionate with the reduction or increase in quantity of such item, allowance for which will be made at the TPIA's agreed rates.

TPIA 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 terms of reference and instructions which shall involve any curtailment of the work as originally contemplated.

6. EXTRA WORK:

Should the TPIA 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 Regional Role Holder(s) that he claims extra payment for the extra work. Such notice shall be given to the Regional Role Holders within one week from the ordering of any extra work or happening of any event, upon which the TPIA 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 TPIA 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.

7. MATERIALS SUPPLIED BY OWNER:

Owner shall supply sampling containers, seals, sample stickers to the TPIA for collecting and dispatching samples from the ROs to the concerned territory office or supply location.

8. MATERIALS TO BE SUPPLIED BY TPIA:

All other material and equipment required for the effective execution of the work defined in the contract save and except as stated in the para 7 above shall to be have to be provided by the TPIA.

9. CONDITIONS FOR ISSUE OF MATERIALS:

a) Materials specified to be issued by the Owner will be supplied to the TPIA by the Owner from his stores/location. It shall be the responsibility of the TPIA 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.

b) The TPIA shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.

c) Materials specified to be issued by the Owner shall be issued in standard sizes as obtained from the manufacturer.

d) It shall be duty of the TPIA 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 TPIA 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 Regional Role Holder.

e) 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 TPIA shall be entitled to claim any compensation or loss suffered by him on this account.

f) The TPIA shall furnish to the Regional Role Holder 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 Regional Role Holder to make necessary arrangement for procurement and supply of the material.

g) The TPIA should see that only the required quantities of materials are got issued. The TPIA 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 Role Holder.

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

PAYMENT OF TPIA'S BILL:

The Company, in consideration of the TPIA carrying out and completing the said work at the Company's said sites, to the satisfaction of the Company, shall pay the TPIA as per the said schedule of Rates, subject to deductions, retentions and abatements, if any to be made there from in accordance with the provisions of this Agreement. During the progress of the work and provided the work is progressing according to the time-table laid down to the TPIA, the TPIA on submitting the bill thereof be entitled to receive a monthly payment proportion to the part thereof approved and passed by the Regional Role Holder(s), whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the TPIA. This payment will be made after making necessary deductions as stipulated elsewhere in the contract document for security deposit or any moneys due to the Owner etc. The bills for payments (inclusive of all taxes, cess etc.) shall be required to be submitted to our respective Regional Office at Mumbai, Chennai, Kolkata and Noida for audits carried out in each of the respective regions, and payments will be made by these Regional Offices. The bills pertaining to Retail Outlets audited shall be submitted to BPEC, Kharghar, Mumbai for certification by Regional role holders. The original copies of certificate being issued to Retail Outlets, Audit Reports and Deviation Reports, if any, shall be submitted to the designated Regional Role Holders. The designated Role Holder shall release the payment within 30 (thirty) days of receipt of bill after verifying that the documents are in order.

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

11. TAXES:

The TPIA agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes 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 TPIA and the TPIA 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 TPIA 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. TPIA further agrees to defend, indemnify and hold harmless from any liability or penalty which may be Imposed by the Central, State of Local Authority by reason of any violation by TPIA or sub-contractor of such laws, regulations or requirements and also from all claims, suits or proceeding that may be brought against the Owner arising under, growing out of, or by reason of the work provided for by this contract by third parties, or by Central or State Government authority or any administrative sub-division thereof.

12. INSURANCE:

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

a) Employees State Insurance Act: The TPIA 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 TPIA 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 TPIA 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 TPIA, by third parties or by Central or State Government authority or any political sub-division thereof. The TPIA agrees to filing, with the Employees State Insurance Corporation, the Declaration Forms and all forms which may be required in respect of the TPIA'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 TPIA 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 TPIA 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 TPIA agrees to maintain all Cards and records as required under the Act in respect of employees and the payments and the TPIA 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 TPIA's or sub-contractor's account.

b) Workman's Compensation and Employee's Liability Insurance: Insurance shall be effected for all the TPIA's employees engaged in the performs of this contract, if any of the work is sublet, the TPIA 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 TPIAs insurance.

c) Any other Insurance Required Under Law or Regulations or by Owner: TPIA 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.

13. LABOUR LAWS:

a) No labour below the age of eighteen years shall be employed on the work.

b) The TPIA 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 subcontractors 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.

c) The TPIA shall observe all the formalities required under the provisions of the contract labour (Regulation and abolition) Act 1970 and the rules made there under and as may be amended from time to time. The company recognizes only the TPIA and not his sub-contractors under the provisions of the Act.

d) The TPIA 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.

e) The TPIA will comply with the provisions of the Payment of Gratuity Act 1972 as may be applicable and as amended from time to time.

14. MINIMUM WAGES:

The TPIA, 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 there under through the acts or omissions whether willful or not on the part of the TPIA. This indemnity shall be in addition to and not in lieu of, any indemnity to which the Company shall be entitled in law.

15. IMPLEMENTATION OF APPRENTICES ACT 1961:

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

16. WORKMEN'S COMPENSATION LIABILITY:

The TPIA 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 TPIA 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 TPIA, 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 TPIA, 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. TPIA 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 there from. 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 TPIA.

17. TIME OF PERFORMANCE:

a) The work covered by this contract shall be commenced within a mobilization period of 15 days as detailed in the purchase order or as per the instructions of the Regional Role Holder and be completed in stages on or before the dates as mentioned in the time schedule of completion of work. The TPIA should bear in mind that time is the essence of this agreement unless such time be extended pursuant to the provision of clause No. 18.

b) Time Schedule of Completion: The general time schedule of completion is 24 months. TPIA should prepare a detailed monthly execution program, jointly with the Regional Role Holder within 15 days 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 completion in all respects to the entire satisfaction of the Regional Role Holder(s).

18. EXTENSION OF TIME:

a) If the TPIA 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 Regional Role Holder within two weeks of the date of hindrance on account of which he desires such extension as aforesaid, and the said Role Holder 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.

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

19. STATUTORY RULES & REGULATIONS:

The TPIA will abide by the Rules, Regulations, By-laws and Statutes, etc. imposed by the Government/ Semi Government and other local governing bodies for execution of this job.

20. SAFETY REGULATIONS:

The TPIA shall ensure compliance of all safety rules as required under various statues in India and shall strictly adhere to safety regulations of the Corporation. The TPIA 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 TPIA shall be held responsible for the consequences thereof and shall keep the company harmless and indemnified. The auditors visiting the sites should be formally dressed, presentable with pleasant manners and always carrying the auditing companies ID card. They should not enter in to any arguments with the dealers or their staffs and customers during the course of audit. Any issues faced during audit should be brought to the notice of concerned TM/RRH or BPCL HQ personnel immediately.

21. SUBLETTING AGREEMENT:

The TPIA 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 TPIA from the full and entire responsibility of his obligation under this Agreement.

22. LIQUIDATED DAMAGES and PENALTIES:

It must be noted that the authenticity and periodicity of certification audits is of essence in the contract and the TPIA will be required to abide by the schedules strictly as given by the Regional Role Holder(s) and as confirmed on commencement of the work at the various Regional Offices. Without prejudice to the rights of the Corporation under the contract, Corporation shall be entitled to recover liquidated damages and/or penalties as follows:

a) In case the TPIA fails to complete the scheduled work within the stipulated period, he shall be liable to pay liquidated damages of 0.5% of the value of work that has been delayed, per week and or part thereof of the delay subject to the total liquidated damages charged for all the delays that occur during the entire contract period not exceeding a maximum of 5 % of the value of the total contract.

b) In case the schedule of audit is not adhered to by the auditor due to any exigencies, the same should be conveyed to BPCL HQ at least 24 hours before the indicated time of audit. In case BPCL officials visit the same RO within 48 hours of audit for carrying3 out Post Audit Evaluation (PAE) and finds that the RO has not been audited by the auditor, without any prior intimation, the entire cost of visit to the location including lodging and boarding cost of BPCL official subject to a maximum of Rs 5000/- per visit shall be debited and recovered from the auditing agency.

c) In the event BPCL official(s) or any other agency, on their visit within as pan of 15 days from the date of certification / audit carried out by the TPIA, find discrepancies in the schedules of adherence to certification / audit parameters as specified in the scope of work, a warning letter shall be issued for First Default and the TPIA shall be asked to repeat the job in line with the Certification Audit parameters at their own cost. In the event of a subsequent default on surveillance checks or failure on the part of the TPIA to comply to any of the terms and conditions of the contract, a penalty of INR 10,000/- per RO shall be imposed and recovered from the auditing agency. Moreover in case of ten such instances in a year, BPCL reserves the right to terminate the contract / get the balance job done at the risk and cost of the TPIA on whom the Work Order is placed.

d) In the event of non-performance of certification and/or recertification and/or surveillance Audits and/or sampling in line with the audit/sampling schedule, for the quarter, a penalty of 50% of the unit audit/sampling rate for those number of ROs and/or Supply Locations not done shall be deducted from the bills submitted.

e) The auditor or any other officials of the auditing agency shall not seek or avail any favour either in cash or kind from the BPCL dealer or their staffs during the course of carrying out audits. Any such instances will lead to summary removal of the concerned auditor with penalty of Rs 1 lakh on the auditing firm for every such instance.

f) Non submission of all the required monthly MIS/data by 5th of the month to BPCL or submission of incorrect MIS/data will entail a penalty of Rs 10000/- per default.

g) Non updation of audit data in PFS portal, as and when directed by BPCL, within 72 hours of audit shall entail a penalty of Rs 500/- per RO. The owner shall be at liberty to deduct or retain from any amount payable to the TPIA periodically, the proportionate or full amount of liquidated damages and/or penalties as the case may be for the delays and/or defaults periodically caused by the TPIA.

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. TPIA REMAINS LIABLE TO PAY COMPENSATION EVEN IF WHOLE OF SECURITY DEPOSIT IS NOT FORFEITED:

In any case in which any of the powers conferred upon the owner to forfeit the whole of security deposit 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 TPIA 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 TPIA for past and future compensation shall remain unaffected.

25. 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.

26. 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 TPIA and in such case the TPIA 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.

27. FORECLOSURE:

The Corporation reserves the right to foreclose the contract in the event of change of market conditions, GOI guidelines / directives, environment statutes forcing revision in type of Certifications / Audits etc.

28. TERMINATION:

Notwithstanding anything to the contrary herein contained, the Corporation shall be entitled to terminate Agreement forthwith by a written notice with the TPIA on the happening of any of the following events:

- a) If the TPIA shall make any default on its part under any other provisions of contract.
- b) Such default continues un-remedied for Thirty (30) days after written notice thereof is given to the TPIA by the Corporation.

29. CERTIFICATION TRANSITION:

In case of the contract being terminated before completion of the stipulated period, the selected agency will make arrangements for ensuring that there is no disruption of the certification process during the transition time (i.e. the time till the new agency commences work on the certification). The agency will ensure smooth and successful transition of the whole process to the satisfaction of BPCL.

30. CHANGES IN CONSTITUTION:

Where the TPIA 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 or where the TPIA is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before TPIA enters into any agreement with other parties, where under the reconstituted firm would have the right to carry out the work hereby undertaken by the TPIA. In either case if prior approval as aforesaid is not obtained, the contract shall be deemed to have been allotted in contravention of clause 21 hereof and the same action may be taken and, the same consequence shall ensue as provided in the said clause.

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 TPIA 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. TPIA'S SUBORDINATE STAFF AND THEIR CONDUCTS:

a) The TPIA, 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 TPIA shall also provide to the satisfaction of the Regional Role Holder sufficient and qualified staff for the execution of the works in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the Regional Role Holder,

additional properly qualified staff is considered necessary, they shall be employed by the TPIA without additional charges on account thereof.

b) If and whenever any of the TPIA's or sub-contractor's agents, subagents, assistants, supervisor or other employees shall in the opinion of Regional Role Holder 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 Regional Role Holder, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the TPIA, if so directed by the Regional Role Holder, 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 Regional Role Holder. Any person so removed from the works shall be immediately replaced at the expense of the TPIA by a qualified and competent substitute. Should the TPIA be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.

c) The TPIA 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 TPIA 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 TPIA 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 Regional Role Holder upon any matter arising under this clause shall be final. TPIA shall ensure that none of their employees are ever engaged in any anti-national activities.

34. NOTICES:

Any notice hereunder may be served by registered mail direct to the address furnished by the TPIA. Proof of issue of any such notice could be conclusive of the TPIA having been duly informed of all contents therein.

35. CONFIDENTIALITY OF INFORMATION:

a) Ownership of Plans:

All data, analysis and findings shall be made the property of the Bharat Petroleum Corporation. TPIA shall have no claim on the Corporation on this account.

b) Use of Contract Documents, Terms Of References, Design And Drawings:

TPIA shall not without the Corporation's prior written consent disclose the contract or any provision thereof or any data, findings etc. or information furnished by or on behalf of Corporation in connection or to any person other than a person employed by the TPIA in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so as may be necessary for the purpose of such performance. The TPIA will bind such employee to secrecy of information. The TPIA shall not without Corporation's prior written consent make use of any document or information set out above or in this contract except for the purpose of performing the contract.

c) All drawings, blue prints, tracings, reproducible, models, plans, terms of reference and copies thereof, furnished by the Owner as well as drawings, tracings, reproducible, plans, terms of references, design, calculations etc. prepared by the TPIA 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.

d) Where so desired by Regional Role Holder, the TPIA 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 TPIA agrees to execute an individual SECRECY agreement from each or any person employed by TPIA having access to such documents, drawings and to any other agency or individual.

e) The process templates, training, templates, modules, materials, which are created during the project, shall remain as BPCL property and can be replicated in any form by BPCL for its purposes. BPCL will have copyrights of the same and shall be free to assign, sell to anybody they wish without reference to the successful bidder.

f) TPIA 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. TPIA will not give any items concerning details of the work to the press or a news disseminating agency without prior written approval from Regional Role Holder.

g) BPCL reserves the right to use the accreditation mark and the name of the successful Bidder/Certification Agency in all its visual manifestation at the retail outlets and any form of communication to customers.

36. PATENTS

The TPIA shall, subject to the limitations contained in this article, at all times indemnify and hold Corporation harmless from all costs, damages and expenses arising out of any claim, action or suit brought against Corporation in respect of any infringement of any patent or registered design or any similar rights resulting from the use of any technical information, data or process or design belonging to TPIA and / or furnished to Corporation and utilized by the TPIA in the Project. Corporation shall promptly notify TPIA in writing of any such claim preferred or any suit or action filed or brought against Corporation by any person for such infringement of any patent or registered design or any such similar right held by third parties. TPIA shall take such legal action as may be necessary for defending the same and legal expenses that may be incurred including Professional charges shall be paid and fully borne by the TPIA only.

37. LIENS:

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

38. NON-WAIVER OF DEFAULT:

Any failure by the Owner or TPIA at any time, or from time to time, to enforce or require the strict keeping and performance of any of the term 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 TPIA, as the case may be at any time to avail itself of same.

39. DISCREPANCIES BETWEEN INSTRUCTIONS:

Should any discrepancy occur between the various instructions furnished to the TPIA, his agents or staff or any doubt, arise as to the meaning of any such instructions or should there be any misunderstanding between the TPIA's staff and the Regional Role Holder's staff, the TPIA shall refer the matter immediately in writing to the Regional Role Holder 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.

40. SUSPENSION OF WORKS:

The TPIA shall, if ordered in writing by the Regional Role Holder 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 TPIA 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 TPIA, should he apply for the same, provided that suspension was not consequent to any default or failure on the part of the TPIA.

41. DAMAGE TO PROPERTY:

a) TPIA 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 if such loss or damage is due to fault and/or the negligence willful acts or omission of TPIA, his employees, agents, representative or \ sub-contractor.

b)The TPIA 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 TPIA, his employees, agents,representatives or subcontractors.

42. TPIA TO INDEMNIFY THE OWNER:

a) The TPIA shall indemnify the owner and every member, officer and employee of the Owner, also the Regional Role Holder 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 12 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 TPIA 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 TPIA or his subcontractor and TPIA 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.

b) 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 TPIA and the TPIA shall not be at liberty to dispute or question the right 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, subsection (I) of workmen's compensation Act 1923 or other applicable provisions of workmen's Compensation Act any other Act, the Owner is obliged to pay compensation to a workmen employed by TPIA in execution of the works, the Owner will recover from the TPIA the amount of compensation so paid and without prejudice to the rights ofOwner 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 TPIA whether under the contract or otherwise. The Owner shall not be bound to contest any claim made under Section 12, sub-section (I) of the said Act except on the written request of TPIA 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.

c) Employment Liability:

The TPIA shall be solely and exclusively responsible for engaging or employing persons for the execution of work. All employees engaged by the TPIA shall be on his/ their payroll and paid by him/ them. All disputes or differences between the TPIA and his/ their employees shall be settled by him/ them. Owner has absolutely no liability whatsoever concerning the employees of the TPIA. The TPIA shall indemnify owner against all loss or damage or liability arising out of or in the course of his/ their

Employees. The TPIA shall make regular and full payment of wages without giving any complaint by any employee of the TPIA 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 TPIA and recover the amount in full from the bills of TPIA, and the TPIA shall not claim any compensation or reimbursement thereof. The TPIA 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.

The TPIA shall advise in writing to all of his employees and the employees of his subcontractor 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.*

43. ARBITRATION:

a) Any dispute or difference of any nature whatsoever, any claim, crossclaim, counter-claim or set off of BPCL against the TPIA or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to this agreement shall be referred to the sole Arbitration of the Director (Marketing) (herein after named as Director) of the BPCL or of some officer of the BPCL who may be nominated by the Director. The TPIA will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an Officer of the BPCL or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the BPCL he had expressed views on all or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Director as aforesaid at the time of such transfer, vacation of office or inability to act may in the discretion of the Director designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be entitled to continue the arbitration proceedings notwithstanding his transfer or vacation or office as an Officer of the BPCL if the Director does not designate another person to act as arbitrator on such transfer, vacation of office or inability of original arbitrator. Such persons shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the Director or a person nominated by such Director of the BPCL as aforesaid shall act as arbitrator, hereunder. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder for the time being in force shall apply to the arbitration proceedings under this clause.

b) The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute before him. The arbitrator shall have all summary powers and may take such evidence oral and/ or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Arbitration and Conciliation Act, 1996 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.

c) The parties against whom the arbitration proceedings have been initiated, that is to say the Respondents in the proceedings, shall be entitled to prefer a cross-claim, counter-claim or set off before the Arbitrator in respect of any matter an issue arising out of or in relation to the Agreement, without seeking a formal reference of arbitration to the Director for such counter-claim, cross or set off and the Arbitrator shall be entitled to consider and deal with the same as if the matters arising there from has been referred to him originally, and deemed to form part of the reference made by the Director.

d) The arbitrator shall be at liberty to appoint, if necessary, any accountant or engineering or other technical person to assist him and to act by the opinion so taken.

e) The arbitrator shall have power to make one or more awards whether interim or otherwise, in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties.

f) The arbitrator shall be entitled to direct any one of the parties to pay the costs of the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the arbitrators' expenses whenever called upon to do so.

g) The parties hereby agree that the courts in the city of Mumbai, alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator hereunder shall be filed in the concerned courts in the city of Mumbai only.

44. JURISDICTION:

The TPIA shall be governed by the Laws in force in INDIA. The TPIA 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.

45. PERIOD OF CONTRACT

The contract based on this tender enquiry shall cover a period of 3 years from the date of contract/purchase order/work order.

46. No advantage is to be taken either by the Company or the TPIA of any clerical error or mistake, which may occur in the terms of reference, schedule of rates, plans, tender or any other papers supplied to or by the TPIA in connection with the work.

46. POLICY ON HOLIDAY LISTING:

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

47. TERMINATION FOR CONVENIENCE :

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

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

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

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

less

the aggregate of all previous payments allocated to the works.

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

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

48. 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.

49. 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.

50. 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/Corporation" 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

- b) "The TPIA" means the person or the persons, firm or Company whose tender has been accepted by the Owner and includes the TPIA's legal representative, his successor and permitted assigns.
- c) 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.
- d) The "Regional Role Holder" or "Role Holder" shall mean the person designated as such by the Owner and shall include those who are expressly authorised by the Owner to act for and on his behalf for operation of this contract.
- e) 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.
- f) The "Site" means the areas on which the works are to be executed or carried out and any other places provided by the Owner for purpose of the contract including Retail outlets and Supply locations where the audits are to be conducted.
- g) The "Contract Document" means collectively the Tender Document, Terms of Reference, Checklists and Procedures, agreed variations, if any, and such other document constituting the tender and acceptance thereof.
- h) The "Consultant" means the consulting engineers Nominated/appointed by the Owner for this Project / job.
- i) The "Sub-Contractor" means any person or firm or Company (other than the TPIA) to whom any part of the work has been entrusted by the TPIA, with the written consent of the Regional Role Holder, and the legal personal representatives, successors and permitted assigns of such person, firm or company.
- j) The "Contract" shall mean the Agreement between the Owner and the TPIA for the execution of the works including therein all contract documents.
- k) The "Tender" means the tender submitted by the Contractor for acceptance by the Owner.
- l) The "Alteration Order" means an order given in writing by the Engineering- Charge to effect additions to or deletion from and alterations in the works.

Annexure VI

General Instructions to bidders for E-Tendering

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

In case any vendor so desires, he may contact our e-procurement service provider M/s. E-Procurement Technologies Limited, Ahmadabad (Contact no. Tel: +91 79 40270573 for obtaining the digital signature certificate.

4. Corrigendum/ amendment, if any, shall be notified on the site <https://bpclproc.in>. In case any corrigendum/ amendment is issued after the submission of the bid, then such vendors who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.
5. Price bid of only those vendors shall be opened whose Techno-Commercial bid is found to be acceptable to us. The schedule for opening the price bid shall be advised separately.
6. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
 - (a) Vendors are advised to log on to the website (<https://bpclproc.in>) and arrange to register themselves at the earliest, if not done earlier.
 - (b) The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
 - (c) Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement system **well before the closing date and time** of bid. If the vendor intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted,

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

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

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

FOR SYSTEM RELATED ISSUES:

M/s. E-Procurement Technologies Limited:

Contact Numbers: +91 79 40270573

E-mail id: support@bpclproc.in.

FOR TENDER RELATED QUERIES:

(1) Payal Agarwal, Manager, CPO (M)

Phone: 022-24176395, E-mail: payalagarwal@bharatpetroleum.in

(2) Anil Ahir, Group Leader-IV, CPO (M)

Phone: 022-24176404, E-Mail: ahira@bharatpetroleum.in

The responsible person of the tender is Procurement Leader of BPCL at contact no 022-24176404/ 6395

Annexure-VII

Proforma Of Integrity Pact

Pre-signed Proforma of Integrity Pact is attached in the e-tender. Bidders have to download the pre-signed Proforma Integrity Pact and upload the same in the e-tender duly signed and witnessed as a token of acceptance.

Annexure VIII

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

To,
Bharat Petroleum Corporation Limited

Dear Sir,

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

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

AND the Bank hereby agrees with the Company that

- (i) This Guarantee/undertaking shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Company and liabilities of the vendor arising upto and until midnight of

This date shall be 6 months from the last date of guarantee period.

- (ii) This Guarantee/ Undertaking shall be in addition to any other guarantee or security of whatsoever that the Company may now or at any time otherwise have in relation to the vendor's obligation/liabilities under and /or connection with the said supply contract, and the Company shall have full authority to take recourse to or reinforce this security in preference to the other security(ies) at its sole discretion, and no failure on the part of the Company in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its liability hereunder.
- (iii) The Company shall be at liability without reference to the Bank and without effecting the full liability of the Bank hereunder to take any other security in respect of the vendor's obligations and /or liabilities under or in connection with the said supply contract and to vary the terms vis a vis the vendor of the said supply contract or to grant time and/ or indulgence to the vendor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement all or any of the obligations of the vendor under the said supply contract and/

or the remedies of the Company under any other security(ies) now or hereafter held by the Company and no such dealing(s), variation(s), reduction(s), increase(s) or the indulgence(s) or arrangement(s) with the vendor or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.

- (iv) This Guarantee /Undertaking shall not be determined by the liquidation or winding up or dissolution or change of constitution or insolvency of the vendor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to the Company in terms hereof.
- (v) The Bank hereby waives all rights at any time inconsistent with the terms of the Guarantee/ Undertaking and the obligations of the Bank in terms hereof shall not be anyway affected or suspended by reason of any dispute or disputes having been raised by the vendor (whether or not pending before any Arbitrator, officer, Tribunal or Court) or any denial of liability by the vendor or any other order of communication whatsoever by the vendor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Company in terms hereof.
- (vi) The amount stated in any notice of demand addressed by the Company to the Guarantor as liable to be paid to the Company by the vendor or as suffered or incurred by the Company on account of any losses or damages or costs, charges and or expenses shall as between the Bank and the Company be conclusive of the amount so liable to be paid to the Company or suffered or incurred by the Company, as the case may be and payable by the Guarantor to Company in terms hereof.

Yours faithfully,

(Signature)

NAME & DESIGNATION

NAME OF THE BANK

NOTES:

Annexure IX

Following Details have to be filled online:

1. Techno-commercial details and other information

1	Name of the Tenderer (Company Name) , Office Address, Tel No & Fax No - Office , Contact Persons Name, Email ID, Designation & Cell No.	
2	Constitution of the firm :Sole Proprietor / Partnership – Registered before Registrar of Firms / Partnership – Unregistered / Pvt Ltd Co / Public Ltd Co / PSU / Govt.	
3	Year of Establishment / Registration & Date, Registration No, Registration under which Act	
4	PAN Card No. , GST Registration No. as applicable	
5	Major Customers	
6	Name & address of the Proprietor/ Partners/ Directors with percentage of share holding	
7	Name of Bankers & Full Address	
8	Please confirm minimum number of auditors on direct payroll. Offers with any number less than 50 auditors on direct payroll may be summarily rejected. Please include self declaration on company's letter head to confirm the same.	
9	Please confirm number of branch offices in India. Vendor shall submit the complete list branch offices in India.	
10	Please confirm validity of the offer shall be 90 days from the date of opening of the tender	
11	Please confirm readiness to mobilize your team(s) for starting the job within 15 days of placing the LOI.	
12	Please confirm submission of undertaking that all the auditors deployed by TPIA for this job would be on their direct payroll.	
13	Please confirm right to use the accreditation mark and the name of TPIA in all the visual manifestation at the retail outlets and any form of communication to customers	
14	Please confirm submission of Integrity Pact duly signed and witnessed.	

Note: In case of any Deviation kindly mention in the Deviation Sheet with proper Justification.

Annexure X:

Declaration Forms:

DETAILS OF RELATIONSHIP WITH BPC DIRECTORS

PART- I (Applicable where Manufacturer is Sole Proprietor)	
1.Name of Tenderer	
2.a.Office Address	
2.b.Residence Address	
3.Telephone	
4. State whether manufacturer is related to any of the director(s) of BPC	
5.If `Yes' to 4, state the name of the Director and manufacturer's relationship with him/her.	
Put 'NA' whichever is not applicable	
PART- II (Applicable where the manufacturer is a partnership firm)	
1. Name of the Partnership firm	
2.Address :	
3.Name of Partners	
4.State whether any of the partner is a Director to BPC	
5. If `Yes' to 4 ,state the names(s) of Directors.	
6.State whether any of the partner is related to any of the Director(s)of BPC	
7.If `Yes' to 6 state the name(s) of Director(s) and the concerned Partner's relationship with him/her.	
Put 'NA' whichever is not applicable	
PART - III (Applicable where the Manufacturer is a Public or Private Ltd. Co.)	
1. Name of the Company	
2.a.Address of Regd. Office	
2.b.Address of Principal Office	
3.State whether the company is a Pvt. Ltd. Co. or Public Ltd Co.	
4. Names of Directors of the Company	
5.State whether any of the Director of your Company is a Director of BPC .	
6.If `Yes' to (5) state the name(s) name(s) of the Director	
7.State whether any of the Director of your Company is related to any of the Director's of BPC.	
8.If `Yes' to (7) state the name(s) of Director and the concerned Director's (of the Vendor) relationship with him/her.	
Put 'NA' whichever is not applicable	

Part B

Price Bids

Following are the sample sheets .Vendors have to fill Price Bids online in e-tender.

S. No.	Short Description	Long description	Data
1	Retail Outlet (RO) Audit (Rs. per RO)	It is to be quoted in Rs. per Retail Outlet and shall include the entire cost associated with conducting the audit at ROs including auditor's remuneration, his cost of travelling, boarding, lodging, incidental expenses, admin expenses for making and sending the audit reports and MIS to BPCL, printing and issuing the certificates etc. complete . Only GST as applicable and declared by the bidder shall be payable over and above this amount.	To be quoted by the bidder
2	Product Sampling at ROs (Rs. per RO)	It is to be quoted in Rs. per Retail Outlet and shall include the entire cost associated with collecting and depositing the product samples from any RO to the concerned territory or supply location in private vehicles via concerned SO/SL/ territory office including auditor's remuneration, his cost of travelling, boarding, lodging, incidental expenses etc. complete . Only GST as applicable and declared by the bidder shall be payable over and above this amount.	To be quoted by the bidder
3	Supply Location Audit (Rs. per RO)	It is to be quoted in Rs. per Supply Location and shall include the entire cost associated with conducting the audit at SLs including auditor's remuneration, his cost of travelling, boarding, lodging, incidental expenses, admin expenses for making and sending the audit reports and MIS to BPCL, printing and issuing the certificates etc. complete . Only GST as applicable and declared by the bidder shall be payable over and above this amount.	To be quoted by the bidder
4	No. of RO audits to be conducted	This is the number of ROs audits that would need to be conducted over a period of 3 years. However, this number is only indicative and the payment will be released based on actual number of audits completed.	54000
5	No. of ROs from which product samples would have to be drawn	This is the number of ROs from which product samples would have to be drawn over a period of 3 years. However, this number is only indicative and the payment will be released based on actual number of Audits completed.	3270
6	No. of Supply Locations audits to be conducted	This is the number of SL audits that would need to be conducted over a period of 3 years. However, this number is only indicative and the payment will be released based on actual number of audits completed.	249
7	GST in % & SAC code	It is to be quoted in % and SAC code no.	To be quoted by the bidder
8	Escalation in rates	Escalation in Basic rates to be quoted in %, after the expiry of 1st years and 2nd Year.	To be quoted by the bidder