

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

**LIMITED TENDER**



**ANNUAL RATE CONTRACT (ARC) FOR DOING PAINTING, WATER PROOFING, MISCELLANEOUS CIVIL, PLUMBING, ELECTRICAL AND CARPENTRY REPAIR & MAINTENANCE JOBS AT HOLIDAY HOMES, TRANSIT FLATS, HOUSING COLONIES, OFFICES, ETC. IN MADHYA PRADESH AND CHHATTISGARH STATE OF WESTERN REGION**

**TENDER CRFQ NUMBER: 1000372018**

**E-TENDER SYSTEM NUMBER: 85749**

**DUE DATE: 30.07.2021 AT 15:00 HRS IST**

**PRE-BID MEETING: 19.07.2021 AT 11:00 HRS  
VIA MICROSOFT TEAMS**

**CPO: GR-II/21-22/ARC-2-HRS-WEST**

**SUBJECT: INVITATION TO BID**

**COMPETITIVE OFFERS ARE INVITED IN TWO-PART BID- TECHNO COMMERCIAL BID AND PRICE BID FROM ELIGIBLE BIDDERS.**

**NAME OF WORK: ANNUAL RATE CONTRACT (ARC) FOR DOING PAINTING, WATER PROOFING, MISCELLANEOUS CIVIL, PLUMBING, ELECTRICAL AND CARPENTRY REPAIR & MAINTENANCE JOBS AT HOLIDAY HOMES, TRANSIT FLATS, HOUSING COLONIES, OFFICES, ETC. IN MADHYA PRADESH & CHHATTISGARH STATE OF WESTERN REGION**

**CRFQ No. : 1000372018**

**E-TENDER No. : 85749**

**1. ABOUT THE COMPANY:**

Bharat Petroleum Corporation Ltd. (BPCL) is a Fortune 500 Maharatna Oil Refining and Marketing company 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.

The HRS Entity is engaged in the creation, maintenance and upkeep of Offices and Residential Complexes for Staff located across the country.

**2. OBJECTIVE OF THE TENDER:**

Bharat Petroleum Corporation Limited (BPCL) intends to engage parties to carry out Annual Rate Contract (ARC) For Doing Painting, Water Proofing, Miscellaneous Civil, Plumbing, Electrical and Carpentry Repair & Maintenance Jobs at Holiday Homes, Transit Flats, Housing Colonies, Offices, Etc. In Madhya Pradesh & Chhattisgarh State Of Western Region

The objective of this tender is to invite technical and commercial offers for the subject job. You are invited to submit your offer as E-bids in two-part bid format (Techno-commercial and Price Bid) for the above work on the terms and conditions contained in this tender document.

**3. THIS TENDER DOCUMENT CONSISTS OF THE FOLLOWING ANNEXURES, WHICH ARE ENCLOSED:**

**(A) TECHNO-COMMERCIAL BID:**

Annexure-I	:	General Instructions to Bidders for E-Tendering
Annexure-II	:	Scope of Work
Annexure-III	:	Special Conditions of Contract
Annexure-IV	:	General Conditions of Contract
Annexure-V	:	Declarations by Bidders
Annexure-VI	:	Deviation

**(B) PRICE BID:**

A price bid shall have to be submitted online as provided in E-tender.

4. Pre-Bid Meeting for the tender will be held on **19.07.2021 commencing at 11:00 Hrs. IST** through a Microsoft Teams meeting. Interested participants should inform their interest to participate in the Pre-bid meeting by sending mail to [abdulmatin@bharatpetroleum.in](mailto:abdulmatin@bharatpetroleum.in) before Pre-bid meeting date.
5. The vendors who are currently on BPCL's Holiday List or with other PSU Oil marketing companies i.e. HPCL and IOCL will not be considered.
6. 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.
7. If BPCL is unable to evaluate any offer for want of information, such offer will not be considered.
8. BPCL reserves the right to change the quantity (increase/decrease) tendered.
9. 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.
10. Forming Cartel and quoting rates in groups would disqualify the supplier.
11. Your online bid should be submitted on or before the due date of this tender. E-tender system will automatically close on the due date and time and bidders will not be able to submit their bids after the closing time. Bids not in the prescribed format are 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/instruments to be submitted in physical form due to postal delay. No claims on this account shall be entertained
12. 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.
13. For any clarification pertaining tender, bidder may contact concerned person/department on Contact Numbers and E-Mail Ids, as appended below.

Contact Person	Query Related to	Contact
VIMAL PATEL (Engineer In Charge) HRS Admin. Facilities (WEST)	Site Related information, Technical detail , scope of work, BOQ	<a href="mailto:vimalpatel@bharatpetroleum.in">vimalpatel@bharatpetroleum.in</a> <a href="tel:9453590714">9453590714</a>
Narendra Patil (Project In-charge) HRS Admin. Facilities (WEST)	Technical detail , scope of work, BOQ	<a href="mailto:patilns@bharatpetroleum.in">patilns@bharatpetroleum.in</a> <a href="tel:9930306109">9930306109</a>
Mr. Sapkale Harshal E-Procurement Technologies Limited,  Mr. Mohnish Gore  E-Procurement Technologies Limited,	Issues related with E- procurement site www.bpcleproc.in -Login & Digital Signature Issue. -Document dowload/upload problem ,unable to view page, fender submission related issueQaz@1022 etc.	<a href="mailto:mumbai.support@eptl.in">mumbai.support@eptl.in</a> <a href="tel:(022)24176419/9766900823">(022)24176419/9766900823</a>  <a href="mailto:support@bpcleproc.in">support@bpcleproc.in</a> <a href="mailto:mohnish.gore@eptl.in">mohnish.gore@eptl.in</a> <a href="tel:(022)24176419/6351896637">(022)24176419 / 6351896637</a>

Abdul Matin (Proc. Officer) Central Procurement Org. (M)	Tender Document, PreBid Meeting	<a href="mailto:abdulmatin@bharatpetroleum.in">abdulmatin@bharatpetroleum.in</a> <a href="tel:(022)241761999983784935">(022) 24176199/9983784935</a>
Himanshu Kumar Shah (Proc. Leader) Central Procurement Org. (M)		<a href="mailto:sahah@bharatpetroleum.in">sahah@bharatpetroleum.in</a> <a href="tel:(022)241760419819911524">(022) 24176041/9819911524</a>

14. For clarifications, if any, please feel free to contact the Procurement Officer on 022 24176199/9983784935 on any working day between 10:00 am to 4:00 pm.

Yours faithfully,

for **BHARAT PETROLEUM CORPORATION LIMITED**

Sd/-

\_\_\_\_\_  
**Himanshu Kumar Shah**  
**Procurement Leader-Group II**

## **ANNEXURE-I: GENERAL INSTRUCTIONS TO BIDDER FOR E-TENDERING**

1. Interested parties may download the tender from BPCL website (<http://www.bharatpetroleum.in>) or the CPP portal (<http://eprocure.gov.in>) or from the e-tendering website (<https://bpclproc.in>) and participate in the tender as per the instructions given therein, on or before the due date of the tender. The tender available on the BPCL website and the CPP portal can be downloaded for reading purpose only. For participation in the tender, please fill up the tender online on the e-tender system available on <https://bpclproc.in>.
2. For registration on the e-tender site <https://bpclproc.in>, you can be guided by the "Instructions to Vendors" available under the download section of the homepage of the website. As the first step, bidder shall have to click the "Register" link and fill in the requisite information in the "Bidder Registration Form". Kindly remember your e-mail id (which will also act as the login ID) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Login in to the portal using your credentials. When you log in for the first time, system will ask you to add your Digital Signature. Once you have added the Digital Signature, please inform us by mail to the vendor administrator [vendoradmin@bpclproc.in](mailto:vendoradmin@bpclproc.in) with a copy to [support@bpclproc.in](mailto:support@bpclproc.in) for approval. Once approved, bidders can login in to the system as and when required.
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, Ahmedabad, Kolkata & Delhi (Contact No.: 079 68136861, 033 24293447 & 0120 2474951) for obtaining the digital signature certificate.

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

- (c) Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid. If the vendor intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted, change / revise the bid and submit once again. In case vendor is not able to complete the submission of the changed/revised bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention. The process of change / revision may be done 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, the bidder will get an auto generated email 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 Lakhs, vendors can see the rates quoted by all the participating bidders once the price bids are opened. For this purpose, vendors shall have to log in to the portal under their user ID and password, click on the "dash board" link against that tender and choose the "Results" tab.
  8. No responsibility will be taken by BPCL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non-availability of viewing before due date and time is true for e-tendering service provider as well as BPCL officials.
  9. BPCL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.
  10. Singular and Plural: In these tender documents unless otherwise stated specifically, the singular shall include the plural and vice-versa wherever the context so requires. Words indicating persons shall include relevant incorporated companies/registered as associations/ body of individual/ firm or partnership.
  11. Techno-commercial bid (consisting of all the attached tender documents, Techno-commercial Form and Declaration Form) and Price bid as well as the Integrity Pact duly

signed, witnessed and uploaded shall form the part of the tender. Both the techno-commercial bid and the price bid will be online only.

12. Bidders are requested to accept the Integrity Pact (IP) document by signing it. This document is essential & binding. Bidder's failure to accept the IP document shall result in the bid not being considered for further evaluation.
13. All the supporting documents should be legible and duly signed, stamped and attested by the authorized signatory, before uploading them online.
14. Techno-commercial bid and price bid shall be required to be digitally signed with a class IIB or above digital signature by the authorized signatory. The authorized signatory shall be:
  - (a) Proprietor in case of proprietary concern.
  - (b) Authorized partner in case of partnership firm.
  - (c) Director, in case of a limited Company, duly authorized by its board of directors to sign.

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

15. Bidder to Obtain His Own Information:

The bidder in fixing rate shall for all purposes whatsoever be deemed to have himself independently obtained all necessary information for the purpose of preparing his tender. The bidder shall be deemed to have examined the tender Documents, to have generally obtained his own information in all matters whatsoever that might affect the carrying out of the works at the scheduled rates and to have satisfied himself to the sufficiency to his tender. Any error description of quantity or omission there from shall not vitiate the contract or release the bidder from executing the work comprised in the contract according to the Specifications at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the works and the requirements of materials and labour involved etc. and as to what all works he has to complete in accordance with the contract documents whatever be the defects, omissions or errors that may be found in the Contract Documents.

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

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

## **ANNEXURE-II: SCOPE OF WORK**

**1. Location:** The Annual Rate Contract (ARC) will cover Painting, Water Proofing, Miscellaneous Civil, Plumbing, Electrical And Carpentry Repair & Maintenance Jobs at Holiday Homes, Transit Flats, Housing Colonies, Offices, Etc. In Madhya Pradesh & Chhattisgarh State Of Western Region

The contractor needs to visit any BPCL location falling in the above mentioned area and has to do the necessary repair and maintenance jobs to upgrade the condition of the site as per BPCL standards.

### **2. SCOPE OF WORK:**

Scope of work includes below details:

- Exterior painting of buildings with Seepage protection, Latex based nanotechnology formulated paint with anti-carbonation and long durability properties.
- Compound wall and misc. area painting job with exterior grade weather proof paint.
- Crack filling with acrylic base crack filling compound.
- Structural repair with polymer modified cement mortar.
- Plastering with 1:4 cement sand mortar or Ready mix plaster wherever required.
- Internal seepage treatment with acrylic polymer cementitious mortar/ damp block coating in affected areas.
- Internal painting in areas like: common areas, passages, staircase, lift room etc. with acrylic/ plastic Emulsion paint.
- MS objects / Doors / Windows / frames to be painting with Premium gloss enamel paint.
- Injection grouting in areas where crack filling and plastering not possible.
- Poly urethane / silicon based sealant application in between window and frame to avoid rain water entry and dampening in inside areas.
- Terrace waterproofing to be done by Fiber re-enforced elastomeric liquid/ Polymer based Crack seal and waterproofing membrane post removal of existing bitumen.
- All GI Pipes whichever damaged to be replaced / repaired with long lasting PVC pipes and fittings.
- Demolition of deteriorated plaster and PCC works and then doing repair with necessary thickness of plastering and various grades of PCC mixture.
- Provision of MS and Aluminium items in doors, windows, grills etc.



- Waterproofing work with help of brick / AAC bat coba in washroom areas.
- Water proofing job by IPS cement concrete flooring, China Mosaic chips, etc.
- Provision of Paver block, chequered precast cement concrete tiles in garden area, etc.
- Provision of granite slabs wherever required as per instruction of BPCL Engineer-in-charge in kitchen or any other area.
- Supply and Fixing of various plumbing items such as sink cocks, stop cocks, valves, nanhi traps, jali, PVC/ UPVC/ GI pipes, health faucets, etc. and provision of WC in toilet areas.
- Supplying and installing UV Stabilized Food Grade Exterior Plastic Tanks as per instructions of Engineer In-charge.
- Supply and fixing of electrical items such as light fittings, Geyser, Exhaust fan, Ceiling fan, etc. as per instruction.
- Cabling and wiring job along with provision of necessary switches, sockets, modular plates, etc.
- Supply and fixing of telephone cables, cat-6 cables with necessary sockets and fittings.
- Provision of door stoppers, tower bolts, hinges, door handles, screws, etc. for carpentry related jobs.
- Repairing and fixing of windows, drawers, cabinets, doors etc.
- Misc. carpentry works which includes supply and fixing of plywood, veneer, laminate, etc.
- Changing the old Upholstery of chairs, sofas, etc. with the sample approved by BPCL.
- Supply of provisional items like Kitchen Equipment, Art objects, Frame, murals, Pictures, Prints, Painting (original), specialty furniture, Accessories, rugs, Signage and Crockery etc. as instructed.
- Supply of skilled/ unskilled manpower as per requirement at the site.
- The dismantled material (serviceable/ unserviceable) retrieved from the site during execution of renovation works in existing area will be the property of the contractor and the debris & scrap should be disposed by vendor as per the guidelines of Local Authorities.
- As the job is to be carried out in existing BPCL buildings, the execution shall be done without disturbing the essential services to the rest of the building.
- Obtaining the approval for samples from BPCL before execution.

- Project Management and quality control by deploying Competent Technical Personnel.
- Materials used shall be as per the approved makes. No materials shall be used without the prior approval of Engineer- In-Charge.

### **3. NATURE OF WORK:**

The work is required to be carried out in an operating and existing premise. The successful contractor is required to note the following points in this regard:

- i. As some of the BPCL sites may be operational during execution of the work, works creating heavy noise and dust shall not cause any problem to the occupants of site. Also, the contractor has to take the necessary permission from BPCL officer in charge in case of any work to be carried out at night/ holidays.
- ii. Electrical, HVAC, fire alarm, exhaust systems etc. which are part of the existing building system needs to be disconnected carefully without causing interruption to the remaining space.
- iii. Any damage made to the existing system by the successful contractor after handing over the site shall be made good at no extra cost.

### **4. SAFETY / SITE CONDITIONS- HEALTH & SAFETY STANDARDS:**

As part of its proposal, the bidder must take full responsibility for the adequacy, stability and safety of all site operations and ensure that the methods of carrying out the work and the project by the bidder including his workers, employees, sub-contractors and vendors meet all the necessary safety standards and requirements of the HSSE standards of BPCL.

The Bidder should get acquainted with the Building Byelaws/ Town planning and the Rules and regulations of Govt. of MP & CG/ Central Govt. / Local Municipal Bodies before Execution (*if necessary*). Before quoting for the job, it is imperative on the part of the Bidder to visit the site so as to get the correct idea of the site.

**LIST OF APPROVED MAKE, BRANDS & MANUFACTURERS**

Unless otherwise mentioned, any one of the following approved makes or brands shall only be allowed to be used. In case of non-availability due to any verifiable reason, EIC may allow alternate brand(s), if sufficient options are not available. In case of a product not mentioned in the list, material/brand/model needs to be approved by Engineer-in-Charge, before use.

<b>SR NO</b>	<b>MATERIAL</b>	<b>APPROVED MANUFACTURER / SUB CONTRACTOR / SUPPLIERS</b>
1.	Tile adhesive cement and joint filling compound	MYK Laticrete, Ardex,
2.	Vitrified tiles (1 <sup>st</sup> Quality)	Kajaria, H & R johnson, Nitco, Asian
3.	Ceramic tiles(1 <sup>st</sup> Quality)	Kajaria, H & R Johnson, Nitco, Asian
4.	Structural repair Chemical	Dr. Fixit, FOSROC, BASF
5.	Water Proofing/ Seepage Protection System	Asian-Duralife/ Akzo/ Berger/ Sunanda/ Jotun or equivalent.
6.	External Weather Proofing	Asian-Apex/ Weather shield/ Akzo/ Berger/ Sunanda/ Jotun or equivalent.
7.	Crack filling	Asian/ Akzo/ Berger/ Sunanda/ Jotun or equivalent.
8.	Structural repair	RUSTICIDE, POLYALK FIXOPRIME, POLYALK EP of Sunanda or approved equivalent.
9.	Plastering with cement sand mortar	Asian/ Akzo/ Berger/ Sunanda/ Jotun or equivalent.
10.	Damp Block Coating	Asian-Damp block 2k/ Akzo/ Berger/ Sunanda/ Jotun or equivalent.
11.	Plastic Emulsion Paint	Asian/ Akzo/ Berger/ Sunanda/ Jotun or equivalent.
12.	Synthetic enamel painting	Asian/ Akzo/ Berger/ Sunanda/ Jotun or equivalent.
13.	Terrace waterproofing	Asian/ Akzo/ Berger/ Sunanda/ Jotun or equivalent.
14.	Cement	Ultra Tech, ACC, Ambuja
15.	White cement	Birla, J.K.
16.	Structural steel	TATA, SAIL
17.	Water-proofing compound / material	Pidilite, Dr. Fixit, Fosroc, Roff/ BASF
18.	Ready Mixed Concrete	L&T, ACC, Ultra Tech, any other approved suppliers in vicinity
19.	AAC Block	Aerocon, Siporex, Ultra Tech.
20.	Structural repair Chemical	Dr. Fixit, FOSROC, BASF
21.	Locks	Godrej, Kich, Hetich

22	Laminate	Greenlam, Formica, Century, Anchor, Merino, Duro
23	Plywood	Anchor, Century, Greenply, Duro
24	Veneer	Anchor, Century, Greenply
25	Stainless steel/ other material handles	Kich, Dorma, Geze, Hafele
26	Floor spring / Door closer / fittings	Dorma, Hemco, Hafele, Geze
27	Flush Doors	Anchor, Century, Greenply
28	Antifungal Paint	Asian Paint, Berger Paint, ICI Dulux, Nerolac
29	Glass/ Mirror	Asahi, Saint Gobain, Modiguard or Equivalent
30	Wires (FRLS)	Polycab, Finolex, KEI, Gloster, Havells.
31	Switches , Sockets , face plates, TV, telephone, data outlets and GI back box	Legrand (Mosaic/ Arteor), Crabtree (Athena), MK (Blenze), ABB (Cherian) Anchor Roma
32	Conduits	Precision
33	Electrical panels	CPRI Approved
34	Switchgears( ACB/MCCB/MCB)	Legrand, Siemens, Schneider, L&T
35	Cables	Polycab, KEI, Gloster, Havells.
36	Light Fitting	Philips / Havells / Jaquar
37	CAT 6 Cabling	TE Connectivity (AMP Netconnect)/ Systimax/ ADC Krone/ Panduit/ Siemon
38	Switches	Legrand or equivalent
39	Exhaust fan/ ceiling fan	Usha/Bajaj/Crompton/Havells
40	Geyser	Havells/ bajaj/ crompton
41	G.I. 'C class' Pipes for water supply	TATA / Jindal / Sail
42	G.I. fittings	'R' Brand / R - Brand / Unik
43	CPVC pipes	Astral, Ashirvad, Prince or Equivalent
44	PVC Pipes for drainage & Rainwater.	Supreme / Prince / Finolex
45	Brass & Gun metal gate valve.	LEADER / Zoloto / Sant
46	CPVC valves	Astral, Ashirvad, Prince or Equivalent

The Contractor shall supply ISI marked material as per any of the makes or brands indicated above. In case any item or make is missed, please refer to BOQ also.

In case ISI marked material for any of the brands is not being manufactured, first quality material shall be accepted. The samples of the material shall in either case have to be got approved from the Engineer.

Material where no make/brand has been mentioned, ISI marked samples shall be submitted by the Contractor for approval of Site Engineer. For those classes of materials, where no firm exists with ISI approval, sample of first quality material of the firm shall be submitted for the approval of the Site Engineer.

## ANNEXURE-III: SPECIAL CONDITIONS OF CONTRACT

- 1) Successful bidders will be issued LOA by CPO (Mktg.).The P.O. and agreement shall be issued by regional set up of E&P.
- 2) Offers should strictly be in accordance with the tender terms & conditions and our specifications. Bidders are requested to carefully study all the documents/ annexures and understand the conditions, specifications, drawings etc. before submitting the tender and quoting the rates. In case of doubt, written queries should be raised within 7 days in case of limited tenders and 14 days in case of open tenders from the date of publication of the tender. However this shall not be a justification for request for extension of due date for submission of bids.
- 3) **REFERENCE FOR DOCUMENTATION:**
  - a. The number and date of Collective Request for Quotation (CRFQ) & E- Tender must appear on all correspondence before finalization of Rate Contract / Purchase Order.
  - b. After finalization of Contract / Purchase Order, the number and date of Contract/Purchase Order must appear on all correspondence, drawings, invoices, dispatch advices, (including shipping documents if applicable) packing list and on any documents or papers connected with this order.
- 4) **LANGUAGE OF BID:** The Bid and all supporting documentation and all correspondence exchanged by bidder and Corporation, shall be written in English language only.
- 5) All documents attached with the Techno Commercial Bid, price bid and all corrigendum issued shall form the part of the tender. Techno- Commercial bid and the price bid will be submitted online.
- 6) The bid shall be required to be digitally signed with a class IIB or above digital signature by the authorized signatory.  
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) **Job duration:** The contract will be valid for two years from the date of LOI/ PO and can be extended for one more year if mutually agreed on the same rates, terms & condition as in the existing contract.
- 8) Prices will remain firm during the entire period of execution of order
- 9) **Validity of Offer:** The rate quoted against this tender is valid for 120 days from the date of opening of this tender.
- 10) The works to be performed as per the Scope of Works document
- 11) **Currency:** Bidders can quote in Indian rupees only.
- 12) **Date of Commencement:** Date of LOI/PO or handover of site whichever is later
- 13) **PERFORMANCE SECURITY/RETENTION MONEY:**  
The successful bidder shall submit Performance Bank Guarantee for 3% of the contract value (excluding GST) for the performance guarantee period of one year, upfront, or for 3% value of each running bill valid for the performance guarantee period of one year with a claim period of 6 (six) months thereafter, or 3% of each RA shall be deducted upfront and be retained as retention money. At the end of the Contracted works, PBG submitted shall be held as Retention money for a period of 12 months after completion of the contract. So Bank Guarantee shall be valid to cover the contract

period and defect liability period of one year from date of completion of job with claim period valid for 6 months from the date of expiry of the Defect Liability Period. Vendor may inform BPCL to include the retention clause of 3% in the Contract if the vendor does not intend to submit the PBG at the time of placement of contract. The retention amount in lieu of PBG, will be retained till the expiry of defect liability period.

#### **14) SECURITY DEPOSIT:**

Security deposit is applicable at Rs. 1 (One) Lakh. The successful bidder of the tender will be required to submit Security deposit amount, within 15 days from the date of notification of award.

Following 02 options are available with Successful bidder for submitting Security Deposit / deduction of Retention money.

##### Option A

Successful bidder can submit the Performance Security Deposit of 03% of basic contract value upfront within 15 days from the receipt of LOA. Retention money shall not be deducted from running bills in such cases.

##### Option B

Successful Bidder opting for deduction of retention money from running bills shall have to submit the security deposit of Rs. 1 (One) Lakh within 15 days from the receipt of LOA.

Retention money shall be deducted from each running account bill at the rate of 03% of basic bill value till overall amount (security deposit of Rs. 1 Lakh + retention money deducted) of 03% of basic contract value is collected.

Upon request from vendor, security deposit amount will be returned, subject to availability of balance retention money of an amount equal to 03% of basic contract value, after the refund of security deposit to the vendor.

At the end of the Contract period.

In above mentioned both options performance security deposit / security deposit submitted in the form of Bank guarantee, the Bank Guarantee shall be valid and remain in force till the contractual completion period, defect liability period and with a claim period of six months thereafter. The Bank Guarantee shall be in the form prescribed in GCC.

#### **15) 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 favour 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

**16) VALIDITY OF QUOTE :**

The quote shall be valid for 120 days (for limited tenders) from the opening date of the tender. This condition supersedes GCC condition.

**17) SUBMISSION OF BIDS:**

i. Bidders to note that any deviation if any to the technical/commercial terms and conditions of this tender should be mentioned only in the "DEVIATION" bid form attached. If any bidder fails to do so, it shall be construed that they have no deviations whatsoever to the tender terms and conditions. It is also reiterated that BPCL will not take cognizance of any clarifications/comments mentioned by the bidder in any other document. Similarly if any document is uploaded by the bidder, which inter alia would imply variation or deviation to tender specifications or any terms and conditions of the tender, it shall be taken into consideration for techno commercial evaluation if and only if the reference to the same is mentioned in the deviation bid form.

ii. **PRICE BID:**

Online fill in the quotes in the price bid form. Price Bids have to be submitted online. Bidders should **NOT** mention any price anywhere else in the bidding forms.

**18)** Incomplete bids are liable to be rejected. No further correspondence/enquiries raised on this issue by the bidder shall be entertained. Any terms and conditions stated by the Bidder in his bid will not be binding on the Corporation.

**19)** Unsolicited / conditional discounts if offered by any party will not be considered and offers of parties offering such unsolicited discounts are liable to be rejected.

**20) ACCEPTANCE/EVALUATION OF BIDS BY THE CORPORATION:**

a) **TECHNO-COMMERCIAL**

All information and documents to be submitted in technical bid . Price bid of only those bidders shall be opened who qualify in the Techno-commercial bid. The schedule for opening the price bid shall be advised separately.

b) **PRICE BID**

i. Through this tender, BPCL seeks to surface the lowest price supplier. Hence, price bid e valuation will be done on overall lowest Quote basis offer by adding all schedules of the price bid, taking into account the basic quoted price and GST.

ii. In price bid, unit basic rates for all items are published by BPCL. The bidder can quote either an overall increase or a discount (in percentage) on the published rates and this increase/discount will be applicable to all the items uniformly for the Price Bid. Bidder shall be allowed to quote the percentage up to a maximum of 2 decimal places.



For example if a vendor desires to quote an increase on the published rate, he shall enter a positive number (Say 5) and if vendor desires to provide a discount on the published rate, he should enter a negative number (i.e. -5). Bidders quoting decrease in % more than - 100% will be evaluated considering decrease as -100% only.

**The bidder has to quote the same discount/escalation %age in all the price bid forms. In case the bidder quotes different %age in different price bid forms, the highest %age discount quoted in any of the forms (thus resulting in the overall lowest job value for the bidder) shall be considered for all the forms and the price bid shall be evaluated accordingly.**

Input tax credit (if applicable for the tender) will be considered by BPCL in the evaluation and in such case, the award of work will be on net cash outflow basis considering ITC. The order shall be placed on the lowest successful bidder for the complete job.

#### **IN TENDERS WHERE GST RATE IS QUOTED BY THE BIDDER:**

GST, as quoted by the bidder, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder enters "zero" GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the quoted GST rate. No request for change in GST will be entertained after submission of bids.

In cases where the bidder quotes a wrong GST rate, for releasing the final order, the following methodology will be followed:

→ In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic rates. The final cash outflow will reduce to the extent of the revised GST.

→ In case the actual GST rate applicable for the state is more than the quoted GST rate, the basic rates quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

Based on the Total Cash Outflow calculated as above, BPCL shall place orders.

The Corporation reserves the right to reject any and /or e very t ender without assigning any reason whatsoever and/or place order on one or more bidders and/ or carry out negotiations with bidder in the manner considered appropriate by the Corporation.

*Note: In case of multiple L1's, BPCL reserves the right to take revised price bids (only from L1's) in the manner considered appropriate by the corporation to arrive at successful bidder and award the job.*

Purchase preference to PSE vendors (as per clause 5 of GCC) will not be applicable for this tender.

Purchase preference to MSE vendors (as per clause 5 of GCC) will be applicable only for Service tenders and not for works contracts.

#### **21) NEW STATUTORY LEVIES:**

The taxes, duties, rates, and Cess quoted shall be final. New tax, if any, introduced later shall be on BPCL account from the date of bid submission (or extended date, if any) up to contract period. During contractual period, any variation in existing taxes, duties, rates and cess shall be borne by BPCL. Any upward statutory variation in taxes, duties rates and cess (including any new tax) beyond contractual completion date shall be borne by the bidder. However, in case of downward variation, the same shall be passed on to BPCL

**22)** "If any new tax is introduced on sale of goods/services by VENDOR to OWNER in lieu of one or more of the then existing taxes or as a new tax altogether and the rate and impact of the new taxes is less than the rate and impact of existing tax or taxes which it replaces, VENDOR shall pass on to OWNER the benefit thereof by way of commensurate reduction in the amount payable by the OWNER to VENDOR. If on the other hand, the rate of the new taxes is in excess than the rate of the existing taxes it replaces, the OWNER on satisfactory proof shall reimburse the VENDOR the additional tax paid by the VENDOR as the result of the imposition of the new taxes provided they are within the contractual completion date. Explanation: For the purpose of above clause, impact means and includes the addition/reduction of taxes suffered on inputs, input services & capital goods. Further, impact of stranded taxes like CST on Interstate purchases, entry tax/octroi, etc (if applicable) also needs to be considered."

**23)** It shall be understood that every endeavor 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.

**24)** Courts in the city of Mumbai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this tender either before or after or during finalization of the tender.

**25)** List of abbreviations used :

- The terms "BPC", "BPCL", The Corporation, the Company and Owner in the appropriate context means Bharat Petroleum Corporation Limited, the Company registered under Companies Act 1956 and includes its successors and assignees.
- The term "LOA" in the appropriate context means Letter of Acceptance
- The term "PO" in the appropriate context means Purchase Order

**26) DECLARATIONS/ UNDERTAKINGS BY BIDDERS:**

Bidders have to mandatorily submit the following declarations/undertakings:

i. Bidder is not under liquidation, court receivership or similar proceeding.

ii. Bidder is not serving any Holiday Listing orders issued by BPCL or MOPNG debarring them from carrying on business dealings with BPCL/MOPNG or serving a banning order by another Oil PSE.

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

Bidders have to submit an undertaking with respect to Compliance of Restrictions for Countries which share land border with India { Restrictions under Rule 144(xi) of the General Financial Rules, 2017–Reference OM no. 6/18/2019 – PPD dtd. 23.07.2020 (read along with any subsequent clarifications/amendments thereof) issued by Ministry of Finance, Public Procurement Division (<https://doe.gov.in/procurement-policy-divisions>)}. The declaration to be submitted online in the portal.

iv. **DECLARATION ON ACCEPTANCE OF TERMS & CONDITIONS SOCIAL MEDIA POLICY OF BPCL:**

Terms & Conditions under Social Media Policy of BPCL for business partners are to provide clear guidance on acceptable standards of conduct and practices to be followed by the Business Partners of Bharat Petroleum Corporation Limited, in the usage of social media tools during and post their association with the Corporation. These terms and conditions are intended to protect and safeguard inter alia the interests and reputation of the Corporation, in the access, use of or participation on Social Media platforms by such constituents.

**Successful bidder/bidders shall have to essentially submit following documents for further evaluation in the tender:**

"Social Media T&Cs" document along with the bid documents, duly signed & stamped/ digitally signed by the same signatory who is authorized to sign the bid documents. All the pages of the "Social Media T&Cs" shall be duly signed. Bidder's failure to return the "Social Media T&Cs" duly signed along with the bid documents shall result in the bid not being considered for further evaluation.

- v. Bidder is in compliance with policy for Purchase Preference (linked with local content) as attached in the tender

**27) PURCHASE PREFERENCE LINKED WITH LOCAL CONTENT POLICY:**

Purchase preference under PPLC policy (linked with local content) will be applicable as per Circular from MOPNG ref no. FP-20013/2/2017 – FP – PNG dated 17.11.2020 to incentivize the growth in local content in goods and services while implementing oil and gas projects in India.

Local content (LC) means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of total value, in percent.

Bidder shall declare the class of local supplier as below:

Class I local supplier: Local content equal to or more than 50%

Class II local supplier: Local content more than 20% but less than 50%

Non local supplier: Local content less than or equal to 20%

Margin of Purchase Preference:

The margin of purchase preference will be 20%. Where the price quoted by Class I local supplier/service provider is within the margin of the lowest price, other things being equal, purchase preference may be granted to the bidder concerned, at the lowest valid price bid.

Bidder will give an undertaking of the policy under which he/she is seeking benefit i.e., MSE Policy, PPLC Policy or DMEP (format attached).

Declaration of divisibility of Tender:

The tendered works are not divisible and the entire job location wise will be awarded to a single bidder.

Documents required (at bidding stage – technical):

- i. The Bidder (Class I & II supplier/service provider) shall submit an undertaking from the authorized signatory of Bidder having the Power of Attorney along with the Bid stating that the Bidder meets the mandatory minimum LC requirement. Power of Attorney to be submitted along with the undertaking.
- ii. In case the Procurement value exceeds Rs.10 Crore, the undertaking submitted by the Bidder (Class I & II supplier/service provider) shall be supported by a certificate from Statutory or Cost Auditor (in case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of

other than companies) giving the percentage of local content.

- iii. The above undertakings will have to be TPIA verified. TPIA certification is not required if originals of the undertakings are submitted.

The formats of undertakings are attached as Annexure-C, D, E & F. Bidders shall submit the required undertaking as specified in the tender bidding forms.

BPCL reserves the right to seek any other documents (like break up of value and percentage of the local content etc.) from bidder to establish/verify his claim of local content during the Tender Evaluation process.

**Documents required (after award of job):**

The local content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

The Procuring Co. shall have the authority to audit as well as witness the Production processes to certify the achievement of the requisite local content.

The Procuring Co. shall impose sanction on manufacturers/service providers not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.

The sanctions may be in the form of written warning, financial penalty and blacklisting.

**28) PAYMENTS:**

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 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.

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

**29) START-UPS MEDIUM ENTERPRISES:**

In case a start-up is interested in supplying the tendered item, but does not meet the Pre-Qualification Criteria (PQC)/ Proven Track Record (PTR) of Prior Turnover norm as indicated in the tender document, i.e., in this case the Bid Qualification Criteria (BQC) Annexure I, the start-up may be requested to write a detailed proposal separately and not against the present tender requirement, to the tender issuing authority about its

product. Such proposals should be accompanied by relevant documents in support of Start-ups as under:

- i. Certificate of Recognition issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, GOI
- ii. Certificate of Incorporation/Registration.
- iii. Audited P&L statement of all the Financial Years since incorporation. In case where balance sheet has not been prepared, bidder shall submit a certificate in original from its CEO/CFO stating the turnover of the bidding entity separately for each Financial Year since incorporation along with a declaration stating the reason for not furnishing the audited P&L Statement. The certificate shall be endorsed by a Chartered Accountant/ Statutory Auditor.

Such proposal will be examined by the tender issuing authority who may consider inviting a detailed offer from the startup with the intent to place a trial order or test order provided the startup meets the Quality and Technical specifications.

In case the startup is successful in the trial order, it shall be considered for PQC exemption/relaxation (as the case may be) for the next tender for such item till the time the entity remains a Startup.

**30) Assumptions/Presumptions/modifications:** BPCL would like to state that any assumptions, presumptions, modifications, terms, conditions, deviation etc., which the bidder includes in any part of the Bidder's response to this tender, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, presumptions, modifications, terms, conditions deviations etc., have been accepted by BPCL and communicated to the bidder. The bidder at a later date cannot make any plea of having specified any assumption, terms, conditions, deviation etc. in the bidder's response to this tender document. No offer can be modified or withdrawn by a bidder after submission of Bids.

**31) Defect Liability Period:** The defect liability period for all items in the contract is 1 (one) year from the date of completion of site.

**32) Comprehensive Warranty:** The warranty for all equipment in the contract is 1 (one) year from the date of commissioning of renovated site. Defective works, if noticed, the contractor has to replace the same without any additional charges.

**33) Liquidated Damages:** In case of delay in completing the work beyond the specified completion date as mentioned while awarding any job for a particular site, the vendor will be required to pay Liquidated Damages at the rate of 0.5% of the actual job value per week of delay or part thereof, subject to a maximum of 5% of the actual job value.

**34) BPCL may withhold Payment:** BPCL may withhold payment to the Vendor on account of defective execution or on account of subsequently discovered evidence, shall nullify the whole or a part of any certificate already issued to such an extent as may be necessary, to protect themselves from loss on account of :

- a. Defective work of Vendor not rectified.
- b. Failure on the part of Vendor to make payments to other Consultants or any

other agency engaged by them.

- c. A reasonable doubt that the balance portion of the contract work cannot be completed by the Vendor within the stipulated/extended period of completion.

**35) Termination of Agreement:** BPCL shall terminate this agreement by giving a notice of 1 (one) month in writing of any breach or misfeasance on part, the Vendor without assigning any reasons therein. Vendor shall not in the event of such termination, being due to breach or misfeasance, be entitled to any compensation or damage against BPCL, but shall only be entitled to their fees as earned up to that date.

**36)** Vendor need to deploy professional and skilled workmen and supervisor who are experienced to handle painting, waterproofing, civil, plumbing, carpentry, electrical and other associated works (essentially one supervisor for a site) for completing work with high standard of workmanship and quality.

**37) L1/L2 parity:** There could also be situations wherein the contractor who is initially L1 is not actually L1 during execution/ conclusion of works based on actual/ estimated works cost and it may affect the L1/L2 standing decided at the time of evaluation. If L1/L2 parity is likely to be affected during execution/conclusion of the contract, then the final payment to the contractor would be restricted to ensure that the overall total payment to contractor does not exceed the overall amount that would have been payable to the then L1 based on actual executed/ concluded work value.

**38)** The Price Bid shall be unconditional. Conditional tender shall be rejected.

**39)** Excess quantity over that mentioned in work order or extra item or deviation in work order should not be carried out by the Contractor unless has been asked to do so in writing by BPCL and if carried out without such written approval the same will be at the risk and cost of the Contractor.

**40)** BPCL, reserves the right to increase or decrease the tendered quantity of any or every item and delete any item at any stage of work at the accepted rates. The Contractor's claim for compensation or damages on account of these shall not be entertained.

**41) Basic rates mentioned in tender:** Wherever basic price has been specified in the tender, the tenderers are required to submit the original invoice from the supplier for that item to establish the valuation of supplied items to the satisfaction Architect/Engineer-in-charge. The basic rate considered shall be the rate mentioned in the invoice post discounts and excluding GST. Accordingly, these items shall be paid on pro-rata basis for cost variation.

**42)** The Contractor shall carry out works as per directions in the Work Order. The Contractor shall not undertake on his own any change in the specification mentioned in the Tender Documents and Work Orders. In case of doubt the Contractor will refer the matter in writing to the BPCL and the Contractor shall carry out the items of work as per clarifications given in writing. In case of delay in getting such clarifications the Contractor will not be entitled for any claim on account of idling of their labour, machinery etc. In case the Contractor carries out the work as per his own specifications not acceptable to BPCL in such cases the same will be required to be redone as per specifications given by BPCL/Architects at the Contractor's risk and cost. If the Contractor fails to re-do

the work, BPCL reserves the right to get it done through any agency at the entire risk and cost of the Contractor.

**43) Programme of work and progress reports:** The successful Contractor will have to submit a detailed Bar Chart indicating the schedule of various activities from the date of commencement till completion of any job and get the same approved by the Architect / BPCL. Once the Bar Chart is approved by BPCL, Contractor shall strictly adhere to the same. This programme shall form part of the Contract and shall be binding on the Contractor. However, the BPCL reserves the right to alter the programme, if necessary, from time to time. No claim whatsoever of any nature by the Contractor on this account shall be entertained by BPCL. They shall also have to write their requirements about co-ordination from other agencies working at site.

**44) Bye-laws and regulations:**

- The installation shall be in conformity with the Bye-laws, Regulations and Standards of the local authorities concerned, in so far as these become applicable to the installation. But if these Specifications call for a higher standard of materials and / or workmanship than those required by any of the above regulations and standards, then these Specifications shall take precedence over the said regulations and standards. However, if the specifications require something which violates the Bye-laws and Regulations, then the Bye-laws and Regulations shall govern the requirement of this installation.
- Contractors are expected to strictly adhere to the Labour Laws in force from time to time by both Central and State Governments. The necessary records should be maintained at site and an amenity to the labours has to be made available at site as per law. The labours should be paid the salary in time as per the Minimum Wage Act.
- The work has to be executed at specified premises as per the tender. Contractor should apprise himself of all the conditions prevailing in such location and the restrictions placed on movement of personnel and equipment, types of equipment and tools permitted, working methods allowed etc. in the light of security and safety regulations operative in the area. The safety regulations to be complied with, by the contractor. No idle time wages or compensation for temporary stoppage of work or restrictions would be paid, and the rate quoted for the various items of work should cover the cost of all such contingencies and eventualities.
- The Contractor shall ensure that he/his personnel or representatives shall comply with all safety regulations issued from time to time by the Company or otherwise howsoever and should any injury resulting in death or not or damage to any property occur as result of failure to comply with such regulations the Contractor shall be held responsible for the consequences thereof, shall keep the Company harmless and indemnified. The completion of the work may entail working in the monsoon also.

- The contractor has to ensure that all the safety norms are strictly followed by the workmen during the execution of the work. The safety norms include helmet, safety shoes, safety belt and most importantly without scaffolding no workmen is expected to carry out the work using ropes etc.

- 45) Labour License:** The contractor shall have a valid labour license and shall submit the copy of the same. In case of any migrant labour deployed, necessary license from the appropriate authorities should be obtained and provided. The Contractor will abide by rules and regulations, by laws and statutes etc. imposed by the Government / semi Government and other local authorities such as Municipality etc., for execution of this job.
- 46)** The Contractor shall follow strictly the safety norms of security observed by BPCL while working the premises of BPCL.
- 47)** The Contractor shall make his own provision for all necessary storage with adequate security on the site in a specified area for all materials, which is likely to deteriorate by the action of the sun, rain or other material causes due to exposure, in such a manner that all such materials, tools, etc., shall be duly protected from damage by weather or any other cause. BPCL will not be responsible for loss of any such materials belonging to the contractor. All such stores shall be cleared away and the ground left in good and proper order on completion of this Contract unless otherwise expressly mentioned therein.
- 48)** The Tenderer should ensure the availability of complete set of essential tools & tackles during taking over the site.
- 49)** Testing of works and materials and preparation of samples: The Contractor shall, if required either by BPCL/Architects shall arrange to test materials and/or portions of the works at his own cost in order to prove their soundness and efficiency. If after any such test, the work or portions of the works are found, in the opinion of the Architect to be defective or unsound, the Contractor shall pull down and re- erect the same at his own cost. Samples of each class of materials and workmanship shall be submitted by the Contractor for the approval of the BPCL / Architect before procurement and execution.
- 50)** The equipment supplied with all component elements, its erection, testing and commissioning should comply with all applicable Bureau of Indian Standard Specifications, amended up to date.
- 51)** The works executed can be inspected by statutory inspecting authorities and at their recommendations, recoveries on account of sub- standard works/services and or any default of the agreed tender conditions and other terms and conditions, if any, will be binding on the successful tenderers, within the frame work of the work tender.
- 52)** The Vendor shall take due care to ensure that no damage is caused to any other part of existing building during execution of work at site. Any damages shall be



rectified by the Vendor at his own risk and cost.

- 53)** Water & Electricity: Water and electricity can be taken from BPCL. Entire Electrical work shall be carried out only through a licensed Electrician authorized to carry out such works.
- 54)** All repairs & patch work, if any, shall be neatly carried out to match with the original finish and to the entire satisfaction of the Site Engineer. Any damages to the building due to execution of work shall have to be made good immediately by the contractor at his own cost.
- 55)** Upon completion of the work all the areas should be cleaned. All floors, doors, windows, surface etc. shall be cleaned down in a manner which renders the work acceptable to the employer. The work shall not be treated as completed in all respects unless these requirements are fulfilled by him. In the event of contractor's failure to do so, the Engineer-in-charge and the employer shall have the right to get the site cleared, dust and dirt removed from floors, doors and windows etc. at the contractor's risk and cost.
- 56)** CPWD Specification-2014 or up to dated, IS-specifications etc. shall form parts of the specifications for this job.
- 57)** Before procuring any material for carrying out various works listed out in tender, the material has to be approved by BPCL Officer In charge for its make and quality. Contractor shall provide options through samples/ catalogues to BPCL for selecting the items for carrying out the work. BPCL at its discretion can discard any item found not suitable as per tender terms. BPCL shall also have the discretion to reject any item procured and installed without taking the prior approval of BPCL officer In charge.
- 58)** Measurement of work shall be done in accordance to relevant IS-code / CPWD specification-2014 or updated to date.
- 59)** Malba/ scrap generated should be removed on daily basis and disposed in an approved municipal dumping yard on contractors cost to keep the site clean & safe. Cleaning of the site along with other housekeeping work shall be done by vendor on daily basis. Contractor shall dispose off the rubbish materials from the premises to outside the Municipal limits or as permitted by the local authorities, irrespective of lead and mode of transportation involved after due approvals from BPCL. Any statutory approval required for such disposal to be arranged by vendor.
- 60)** The quantities indicated in the BOQ are indicative and may increase or decrease based on actual site requirement and to complete the work in all respects. No extra compensation/claim on rate shall be allowable on account of the same.
- 61)** Supply of all labours, supervision, tools and tackles, machinery, consumables, materials and all other accessories, not specifically mentioned herein, but required to complete the work in all respects to the satisfaction of BPCL Site In-charge shall be covered under the scope of the vendor.
- 62)** Storage of all the material including its transportation, loading / unloading of the material from / to stores / work site is in vendor's scope at no additional cost to the BPCL. The Contractor shall make his own provision for all necessary storage with adequate security on the site in a specified area.
- 63)** The Tenderer shall visit site and apprise himself of various site/local conditions and location etc. including type of work at no additional cost to BPCL. The vendor shall

execute the work in compliance with the requirements of the various relevant Statutory Rules, Regulation or Acts in force.

- 64)** The vendor should co-operate with other vendors working at the site in emergency situation or as per requirement of site. Also vendor need to co-operate and follow up with the local authorities for any type of exigency.
- 65)** The rates quoted by the tenderer in the schedule of quantities will be deemed to be for the finished work and shall include all charges for:
- a) Labour, maintenance, fixing, arranging, cleaning, making good, hauling etc.
  - b) Plant, double scaffolding, frame work, English ladders, ropes, nails, spikes, tools, materials and workmen, protection from weather, temporary supports, platform and the maintenance of the same.
  - c) Covering for the walling and other works during inclement weather or strikes or whenever directed, as necessary.
  - d) All temporary canvas, lights, tarpaulin, barricade as per requirement, water shoots etc.
  - e) All measures required to be taken for protection of existing works.
  - f) All such temporary weatherproof sheds at such places and in a manner approved by the Architect for the storage and protection of materials against the effects of sun and rain.
  - g) All tests of materials.
  - h) No tools and plants shall be issued by the BPCL under the Contract.
- 66)** Contractor shall maintain proper record of material received, consumed, test report and certificate of the materials, copy of purchase invoices of materials with basic rates, daily work progress register, manpower deployment and hindrance register etc. The same will be produced to BPCL as and when asked for scrutiny and will be handed over after completion work along with the completion report of the work.
- 67)** Contractors are required to submit unpriced PO copy of major items / jobs placed by the contractor to other agencies to BPCL. Bills to be supported with joint measurement in the Measuring Book of BPCL which shall be submitted in the form of hard copy as well as soft copy of the measurement in the excel format. Measurement to be recorded before work is covered up. The Contractor shall take joint measurements with the Architect's/ BPCL representative before covering up or otherwise placing beyond the reach of measurement any item of work. Should the Contractor neglect to do so, the same shall be uncovered at Contractor's expense or in default thereof, no payment or allowance shall be made for such work or the materials with which the same was executed.
- 68)** Insurance: The Contractor shall provide adequate insurance cover at his cost. The Contractor shall not commence any work at site until all the insurance policies as required under the General Conditions of Contract have been submitted to BPCL.
- 69)** BPCL clarifications regarding partially omitted particulars or typographical or clerical errors shall be final and binding on the Contractor.
- 70)** Vendor need to co-operate with the existing vendors working at the site to complete the job and in exigency situations. There shall be other contractors working parallelly in the site for other works such as AV installation and integration

etc. for which you are required to extend full cooperation and support. All the works shall complement and supplement each other. For works at any height, vendor needs to use scaffolding of Steel materials only. Also rates quoted are applicable for all heights / depths and floors including scaffolding, if required. The rates quoted by the contractor shall remain valid till the completion of the works. No escalation shall be paid by BPCL for any reason whatsoever.

**71)** Vendor need to arrange all permits from the Authority for the execution of works and movement of the materials, if required on their own cost.

**72)** Vendor need to ensure all safety requirements at site including all processes & procedures of working which shall confirm to HSSE Guideline of highest standards including availability of all PPEs like safety harness, safety shoes, safety helmet etc. as required ensuring safe working site at all time.

**73) Covid-19 precautions:**

In the prevailing Covid-19 Pandemic situation, the contractor is required to ensure and adhere to proper Covid-19 precautions and guidelines as stipulated by MoHFW, Central and respective state Govt. where the work is executed. It shall be the duty of the contractor that all staff deployed for the project, follows strict Covid-19 precautions while inside the premises. The following lists the major points:

- 1) Appropriate personal protective equipment like face masks, gloves, shoes including appropriate disinfecting equipment like sanitizer, soaps, disinfectant, sprayer, brush etc. shall be made available.
- 2) Sanitization of area to be ensured at the end of each work shift.
- 3) Entry to office shall be permitted only if the body temperature of the person is below 37.3 degrees and does not show any Covid-19 related symptoms. Daily temperature record of each manpower entering the premises to be recorded along with contact details and address.
- 4) Maintain social distancing while carrying out work.
- 5) Follow the guidelines issued and revised by the Govt. from time to time

**74) Adherence to HSSE Guidelines:** All HSSE requirements are to be adhered to by the bidder at his own cost.

**75)** The contractor should take all the safety measures required by the latest relevant IS or standard codes. The workmen deployed should wear the necessary protective wears.

**76)** The complete job shall be executed as a **Works Contract. TDS** at the applicable rates shall be deducted from the payments made to the tenderer. **BOCW/ any other cess** to be included in the quote.

**77)** It is bidders' responsibility to quote correct **HSN/SAC code** and **GST%** in the price bid.

**78)** In case of any discrepancy between the general terms and conditions of tender and special terms and conditions of tender (as mentioned above), the Special terms and Conditions of Tender shall prevail.

**79)** In case of any discrepancy in Technical data/details and specifications, clarification should be obtained from BPCL's representative, whose decision shall be final and binding on the Contractor.

**FOLLOWING DETAILS HAVE TO BE FILLED ONLINE:**

**ANNEXURE-IV: GENERAL CONDITIONS OF CONTRACT**

**ANNEXURE V: DECLARATIONS BY BIDDER**

**ANNEXURE VI: DEVIATION**

**PRICE BID: IS ENCLOSED IN E-TENDER.**

**NOTE: IN CASE OF ANY DEVIATION KINDLY MENTION IN THE DEVIATION ANNEXURE ENCLOSED IN THE BIDDING FORMS OF E-TENDER WITH JUSTIFICATION.**

\*\*\*\*\*