

**RETAIL ENGINEERING WESTERN REGION
BHARAT PETROLEUM CORPORATION LIMITED
WESTERN REGIONAL OFFICE
PLOT NO 6, SECTOR, KHARGHAR
NAVI MUMBAI - 410210**



**OPEN TENDER
RATE CONTRACT FOR SUPPLYING & LAYING OF 80
MM THICK CEMENT CONCRETE PAVER BLOCKS AT
RETAIL OUTLETS IN BHOPAL, INDORE, JABALPUR,
GWALIOR & RAIPUR TERRITORIES FOR A PERIOD OF
18 MONTHS**

Tender No. : CRFQ - 1000312198

Due Date : 12.09.2018 at 15.00 Hours

E-Tender No	44754
CRFQ No	1000312198
Subject	Rate Contract for Supplying & laying of 80 mm thick cement concrete paver blocks at retail outlets in BHOPAL, INDORE, JABALPUR, GWALIOR & RAIPUR Territories
Contract of Period	18 Months
Prebid meeting date	24.08.2018
Prebid meeting time	3:00 to 4:00 PM
Prebid meeting venue	7th Floor, BPCL Western Regional Office. Plot No 6, Sector 2, Kharghar, Navi Mumbai-410210
Due date for bid submission	12.09.2018, 3:00 PM

Tender for Rate Contract for Supplying & laying of 80 mm thick cement concrete paver blocks at retail outlets in BHOPAL, INDORE, JABALPUR, GWALIOR & RAIPUR Territories for a period of 18 months – Invitation of Techno-Commercial Bid and Price Bid

1. Bharat Petroleum Corporation Limited is a Fortune 500 Navratna 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 intends to provide cement concrete paver blocks 80 mm thick at retail outlets in **BHOPAL, INDORE, JABALPUR, GWALIOR & RAIPUR Territories** and pleased to invite your bids in two parts viz. Techno-Commercial Bid (Part A) and Price Bid (Part B) for Rate contract for Supplying & laying of 80 mm thick cement concrete paver blocks at retail outlets in **BHOPAL, INDORE, JABALPUR, GWALIOR & RAIPUR Territories**.
3. This is an e-tender. Please visit the website <https://bpclproc.in> for participating in this tender process and submitting your Techno-commercial and Price bids online.
4. Estimated Quantity:

Territory	Total Qty (in sqm.)
Bhopal	30000
Indore	32000
Jabalpur	30000
Gwalior	30000
Raipur	32000
TOTAL	154000

5. The attached tender document consists of the followings (entire document to digitally signed and uploaded).

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

- a) Bid-qualification Criteria (**Annexure I**)
- b) General Purchase Conditions (**Annexure II**)
- c) Special Terms & conditions (**Annexure III**)
- d) Technical Specifications (**Annexure IV**)
- e) Format for PBG (Performance Bank Guarantee) (**Annexure V**)
- f) General Instructions to bidders for E-Tendering (**Annexure VI**)
- g) Proforma of Integrity Pact (**Annexure VII**)
- h) List of approved TPIAs (**Annexure-VIII**)
- i) Other relevant document to be signed and uploaded (**Annexure-IX**)
- j) Safe practices at construction sites (**Annexure-X**)
- k) List of Revenue Districts – Territory wise (**Annexure XI**)
- l) Holiday listing of vendors (**Annexure XII**)

Information pertaining to Techno-commercial details and 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.

- a. Offers would be evaluated on **Lowest net landed price basis (lowest cost to BPCL) Territory wise** for **BHOPAL, INDORE, JABALPUR, GWALIOR & RAIPUR** Territories and order shall be awarded to the successful bidder.
 - b. **This tender comprises of five (5) lots. Vendors have the option of quoting for one Lot or more than one Lot in the tender subject to satisfying the conditions of bidder's qualification criteria of established manufacturer, supplying capacity & proven track record, & financial capacity.**
6. Tenderers shall also have to essentially sign an **Integrity Pact (IP)** for participating in this tender, as per the proforma mentioned in point (5 g) above.
 7. All the tender documents and Annexures, Techno-commercial details and Price Bids shall be required to be digitally signed with a class IIB or above digital signature by the authorized signatory. The authorized signatory shall be:
 - a) Proprietor in case of proprietary concern.
 - b) Authorized partner in case of partnership firm.
 - c) Director, in case of a limited Company, duly authorized by its board of directors to sign.

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

8. 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
9. **EMD: EMD of Rs.1,00,000/- (Rs. 1.0 Lacs only)** is required to be submitted if applicable in physical form (by the way of crossed A/c Payee demand draft drawn on any Nationalised or scheduled bank in favour of M/s Bharat Petroleum Corporation Ltd. and payable at Mumbai) at our office in a sealed cover addressed to DGM Retail Engineering (West), 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:

**DGM Retail Engineering (West),
Bharat Petroleum Corpn. Ltd.
Western Regional Office,
Plot No 6, Sector 2
Kharghar,
Navi Mumbai- 410210**

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.

In case bidder is claiming exemption from submitting EMD, relevant certificate of exemption should be sent to the above address providing tender details on the envelope as mentioned above..

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.

10. Your bid should be submitted online on or before the due date.
11. The Vendors who are already enlisted with BPCL should also apply.
- 12. The vendors who are currently on BPCL s Holiday List will not be considered.**
13. BPCL reserves the right to accept any offer in whole or part or reject any or all offers without assigning any reason. BPCL is also not bound to accept the lowest Bid.
14. If BPCL is unable to evaluate any offer for want of information, such offer will not be considered.
15. BPCL reserves the right to change the quantity (increase/decrease) tendered.
16. BPCL s decision on any matter regarding short listing of Vendors shall be final and any applicant shall not enter into any correspondence with BPCL unless asked for.
17. BPCL reserves the right to accept/ reject any or all the Bids at their sole discretion without assigning any reason whatsoever.
18. Forming Cartel and quoting rates in groups would disqualify the supplier.
19. 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.
20. 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. They would also become registered vendors for all limited tenders for supplying & laying of CC paver blocks. The results of this qualification round shall be intimated to the tenderer by email.

21. For clarifications, if any, please feel free to contact the undersigned on any working day between 10:00 am to 4:00 pm. Corrigendum, if any shall be published in BPCL e-proc site (<https://bpclproc.in>).

Thanking you,
Yours faithfully,

For Bharat Petroleum Corporation Ltd.,
Rajeev Bhagdikar
DGM Retail Engineering, (West)

Annexure I

1. The qualifying criteria for the bidders would be as follows.

a) Established manufacturer :

- i. The bidder must be a manufacturer of steel mould/ Rubber Mould CC paver blocks of different shapes (namely uniregular, I shape, rectangular etc.) & not a trader (OR) agent of manufacturer.
- ii. Bidder should have the following machinery as mandatory equipment.

a) Concrete block making machine

The machine should be capable of producing high quality paver blocks by obtaining high level of compaction by application of hydraulic compaction and also by high intensity vibration of moulds. The machine should have **automatic control panel** for uniformity of strength.

b) Concrete batching & mixing plant

The concrete mix design shall be followed for each batch of materials. The concrete ingredients should be mixed in a concrete batching & mixing plant. The plant should be equipped with **automatic controls for maintaining water cement ratio** from batch to batch to obtain concrete of uniform quality & strength. The plant should be equipped with adequate mechanism for **mechanized loading of raw materials into mixer** and **conveyor belt for transportation of concrete from mixer to concrete block making machine** to maintain quality of wet concrete.

c) Machine for checking compressive strength of CC pavers.

d) Curing

The manufacturing unit should have well designed curing area to ensure adequate curing of paver blocks.

- iii. Bidder should have been in the activity of manufacturing paver blocks for at least 12 months prior to the date of tender.

Documents required:

- i. Excise Registration (or) GST registration (or) Factory license (or) Certificate from the auditor certifying the bidders annual financial statement (or) ISO Certificate clearly indicating that the Bidder is a manufacturer of Steel Mould & Rubber Mould cement concrete paver blocks.
- ii. Certificate from approved Third Party Inspecting Agency (LRIS / SGS / GLISPL / IRS / DNV / EIL / TATA Projects / PDIL / UL / RITES LTD / ITSIP / MECON / ICSPL / BVIS) verifying and confirming point 5 (a) (i), 5 (a) (ii) (a), (b), (c) & (d) & 5 (a) (iii) and documents mentioned in point (i) above to “establish Bidder is a manufacturer of Rubber Mould & steel mould CC paver blocks” & is in the activity of manufacturing CC paver blocks for atleast 12 months prior to the date of the tender as checked/verified and confirming qualification of this criterion.

The TPIA certificate should clearly indicate that the bidder is a manufacturer of Steel Mould & Rubber Mould CC paver blocks & is in the activity of manufacturing CC paver blocks for atleast 12 months prior to the date of tender & has Concrete block making machine with automatic control panel, concrete batching & mixing plant with automatic controls to maintain water cement ratio etc. & compressive strength testing machine in the manufacturing unit.

Basis / Explanatory Note: This is to ensure that the successful bidder is a manufacturer of CC paver blocks and does not outsource the manufacturing to some other company thereby resulting in quality and supply related issues.

b) **Supplying Capacity :**

The minimum quantity of steel./ rubber mould CC paver blocks the bidder should have supplied during any continuous 12 months period in the last 5 years ending 31.07.2018 from own manufacturing unit is as furnished below for each Territory.

Territory	Qty (In Sq.M)	Minimum Supplying capacity in sqm.
Bhopal	30000	9000
Indore	32000	9600
Jabalpur	30000	9000
Gwalior	30000	9000
Raipur	32000	9600
Total	154000	46200

If the same Bidder desires to bid/supply to more than one Territory of this tender, the qualifying quantity would be the summation of the above specified individual qualifying quantity.

Illustration: If the Bidder wishes to quote for BHOPAL, INDORE, JABALPUR, GWALIOR & RAIPUR Territories Bid Qualifying quantity as per Clause 5 (b) above shall be minimum 46200 SQM. (9000+9600+9000+9000+9600).

The bidders should quote only for those Territories for which the cumulative qualifying Supplying Capacity is less than or equal to their Total Supplying Capacity.

Total Supplying Capacity of the bidder shall be taken from the certificate issued by TPIA as per the format provided in 5 (b) (ii) below.

If the bidder quotes for those Territories for which the cumulative qualifying supplying capacity is beyond his total supplying capacity, his entire offer will be rejected. For example if the bidder's total supplying capacity is 10000 sqm and the bidder bids for Bhopal & Indore Territories (9000 sqm + 9600 sqm = 18600 sqm), then his entire offer will be rejected. However, if the same bidder quotes for only Bhopal Territory (9000 sqm), his offer will be accepted against this criteria.

Documents required:

- i. Certificate from approved Third Party Inspecting Agency (LRIS / SGS / GLISPL / IRS / DNV / EIL / TATA Projects / PDIL / UL / RITES LTD / ITS IPL / MECON) in English, listing the invoices or work completion certificates from clients [pertaining to any continuous 12 months period, during the last 5 years] as checked/verified and confirming qualification of this criterion. The certificate should clearly indicate the quantity executed in Square Meters (sqm) (summation of quantities in invoices, converted to area in square meters). **BPCL reserves the right to demand for these invoices/additional documents as and when required from the bidders to “establish supplying capacity & proven track record”.**
- ii. TPI has to provide the list of invoices or work completion certificates checked/verified in the format provided below.

S.No.	PO No.	Date	Invoice No.	Date	Description of work	Name of the client	Area in sqm
TOTAL SUPPLYING CAPACITY IN SQUARE METERS							

Basis / Explanatory Note: This is to establish the capacity of the vendor to supply CC pavers.

c) Financial Capacity:

- i. Bidder should have achieved a minimum average annual financial turnover as furnished below per Territory as per the Audited Balance Sheet and Profit

& Loss account during the immediate preceding three accounting years from the date of tender. i.e., accounting years 2014-15, 2015-16 & 2016-17.

Territory	Minimum Average Annual Turnover (Rs. In Lakhs)
Bhopal	85.25
Indore	91.88
Jabalpur	86.70
Gwalior	71.16
Raipur	74.60
Total	409.59

If the Bidder has commenced the activity of manufacturing paver blocks less than three years prior to the date of tender and does not have Audited Balance Sheet and Profit & Loss statement for the immediate preceding three accounting years from the date of tender, then minimum average annual financial turnover shall be computed based on the Audited Balance Sheet and Profit & Loss account statement for the accounting years submitted.

Illustration : If the bidders has commenced the activity of manufacturing paver blocks two years prior to the date of tender, minimum average annual financial turnover shall be computed based on the Audited Balance Sheet and Profit & Loss account statement for the preceding two accounting years from the date of tender & so on.

If the bidder has submitted Audited Balance Sheet and Profit & Loss account statement for 2015-16 & 2016-17. Annual financial turnover is Rs.100 lakhs for 2015-16 & Rs.150 lakhs for 2016-17, average annual financial turnover shall be computed as follows.

Average annual financial turnover = (annual turnover of 2015-16 + annual turnover of 2016-17) / 2.

Average annual financial turnover = (100+150)/2 = 125.00 lakhs

If the same Bidder desires to bid/supply to more than one Territory of this tender, the total turnover should be summation of the above.

Illustration: If the Bidder wishes to quote for BHOPAL, INDORE, JABALPUR, GWALIOR & RAIPUR Territories bidders annual turnover as per Clause 5 (c) (i) above shall be minimum Rs.409.59 lakhs (85.25 + 91.88 + 86.70 + 71.16 + 74.60).

The bidders should quote only for those Territories for which the cumulative qualifying turnover is less than or equal to their minimum annual turnover.

If the bidder quotes for those Territories for which the cumulative qualifying turnover is beyond his minimum annual turnover as per clause 5 (c) (i) above, his entire offer will be rejected. For example if the bidder's average annual turnover during accounting years 2014-15, 2015-16 & 2016-17 is Rs.100 lakhs and the bidder bids for Bhopal & Indore Territories (85.25 + 91.88 = 177.13 lakhs), then his entire offer will be rejected. However, if the same bidder quotes for only Bhopal Territory 85.25 lakhs), his offer will be accepted against this criteria.

- ii. Net worth of the vendor should be positive as per the Audited Financial Statements of latest of the last available three consecutive accounting years. The Net worth is defined as TOTAL ASSETS MINUS TOTAL LIABILITIES.

Note : Net worth of that business shall be considered for evaluation under whose name the bidder has participated in the tender.

Illustration : If a proprietor is having two or more businesses, the net worth of that business under which name bidder is participating in the tender shall be considered. Net worth of the proprietor or the other businesses shall not be considered for evaluation under this criteria.

Documents required:

- i. Audited Balance Sheets and Profit & Loss accounts of the vendor as mentioned in 5 c (i) above (English language only).

Basis/Explanatory Note : this is to establish the financial capability of the bidder.

Past Performance

Vendors who are on Holiday list by BPCL, MOPNG or any other Oil PSE will not be considered.

Documents required :

Bidder should submit a declaration to the effect that they are not currently serving any Holiday listing orders issued by BPCL or MOPNG debaring them from carrying on business dealings with BPCL/MOPNG or serving a banning order by another Oil PSE.

Basis/Explanatory Note : this is to establish satisfactory performance of the vendor in the past.

Annexure II

Bharat Petroleum Corporation Limited

General Purchase Conditions

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

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Bharat Petroleum Corporation Limited

General Purchase Conditions

1. DEFINITIONS:

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

- 1.1. **OWNER:** Owner means Bharat Petroleum Corporation Limited (a Government of India enterprise), a Company incorporated in India having its registered office at Bharat Bhavan, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai 400001 and shall include its successors and assigns (hereafter called BPCL as a short form).
- 1.2. **VENDOR:** Vendor means the person, firm or the Company / Corporation to whom this Request for quotation (RFQ)/purchase order is issued and shall include its successors and assigns.
- 1.3. **INSPECTOR:** Person/agency deputed by BPCL for carrying out inspection, checking/testing of items ordered and for certifying the items conforming to the purchase order specifications..
- 1.4. **GOODS / MATERIALS:** means any of the articles, materials, machinery, equipments, supplies, drawing, data and other property and all services including but not limited to design, delivery, installation, inspection, testing and commissioning specified or required to complete the order.
- 1.5. **SITE / LOCATION:** means any Site where BHARAT PETROLEUM CORPORATION LTD. desires to receive materials any where in India as mentioned in RFQ.
- 1.6. **RATE CONTRACT** means the agreement for supply of goods/ materials between Owner and Vendor, for a fixed period of time (i.e till validity of Rate Contract, with no commitment of contractual quantity) on mutually agreed terms and conditions. The actual supply of goods/ materials shall take place only on issue of separate purchase orders for required quantity as and when required by Owner.
- 1.7. **FIRM PROCUREMENT** means the agreement between the parties for mutually agreed terms and conditions with commitment of Quantity Ordered.

2. REFERENCE FOR DOCUMENTATION :

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

3. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER :

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

4. LANGUAGE:

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

5. Price :

Unless otherwise agreed to the terms of the RFQ, price shall be :

Firm and no escalation will be entertained on any ground, except on the ground of statutory levies applicable on the tendered items.

6. TAXES AND DUTIES :

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

6.1. EXCISE DUTY :

6.1.1. Excise duty included in the basic price. No separate excise duty is payable.

6.2. SALES TAX / VAT/GST :

6.2.1. GST included in the basic price. No separate sales tax/VAT/GST is payable.

6.3 FREIGHT AND OCTROI :

6.3.1 Freight (Transportation) charges from the manufacturing unit of the vendor to the site (retail outlet) anywhere in the Territory have to be included in the basic price. No separate transportation charges are payable.

6.4.2. Entry taxes, if any, shall be invoiced separately and shall be re-imbursed by BPCL after completion of the work in all respects at actuals against the submission of original documentary evidence for proof of payment of the related octroi and entry taxes, as the case may be.

7. INSPECTION :

7.1. BPCL may, at its own expense, have its representative(s) witness any test or inspection. In order to enable BPCL s representative(s) to witness the tests/inspections. BPCL will advise the Vendor in advance whether it intends to have its representative(s) be present at any of the inspections.

7.2. Even if the inspection and tests are fully carried out, the Vendor shall not be absolved from its responsibilities to ensure that the Material(s), raw materials, components and other inputs are supplied strictly to conform and comply with all the requirements of the Contract at all stages, whether during manufacture and fabrication, or at the time of Delivery as on arrival at site and after its erection or start up or consumption, and during the defect liability period. The inspections and tests are merely intended to prima-facie satisfy BPCL that the Material(s) and the parts and components comply with the requirements of the Contract. The Vendor s responsibility shall also not be anywise reduced or discharged because BPCL or BPCL s representative(s) or Inspector(s)

shall have examined, commented on the Vendor s drawings or specifications or shall have witnessed the tests or required any chemical or physical or other tests or shall have stamped or approved or certified any Material(s).

- 7.3. Although material approved by the Inspector(s), if on testing and inspection after receipt of the Material(s) at the location, any Material(s) are found not to be in strict conformity with the contractual requirements or specifications, BPCL shall have the right to reject the same and hold the Vendor liable for non-performance of the Contract.

8. ORDER AWARD / EVALUATION CRITERIA :

Vendors have to submit Price Bids online.

- a. Offers would be evaluated on **Lowest net landed price basis (lowest cost to BPCL) Territory/ Lot wise** for BHOPAL, INDORE, JABALPUR, GWALIOR & RAIPUR Territories and order shall be awarded to the successful bidder.
- b. **This tender comprises of five (5) lots. Vendors have the option of quoting for one Lot or more than one Lot in the tender subject to satisfying the conditions of bidder's qualification criteria of established manufacturer, supplying capacity & proven track record, & financial capacity.**

9. CONFIRMATION OF ORDER :

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

10. PAYMENT TERMS :

- 10.1. Payment shall be released within 30 days of completion of the job for the work done. All payments shall be subjected to deduction of Income Tax & statutory levies as applicable from time to time.

Successful bidder has to submit one year Performance Bank Guarantee (PBG) equivalent to 10% of total contract / PO value before releasing the payment.

- 10.2. Unless otherwise mentioned, the specified documents (All documents listed below (one original and two copies)) should be submitted to originator of P.O. (the name and contact details of whom are given in PO) and payments for dispatches will be made by the originator of Purchase Order :
- a) Tax Invoice (if applicable)
- b) Manufacturers Test Certificate.

11. GUARANTEE/WARRANTY:

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

11.2. All the materials including components and sub contracted items should be guaranteed by the vendor within the warranty period mentioned above. In the event of any defect in the material, the vendor will replace / repair the material at BPCL s concerned location at vendor s risk and cost on due notice.

12. PERFORMANCE BANK GUARANTEE:

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

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

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

13. DELIVERY :

13.1. Unless otherwise mentioned, Vendor is requested to quote their best delivery schedule from the date of receipt of Purchase order.

13.2. Time being the essence of this contract, the delivery mentioned in the purchase order shall be strictly adhered to and no variation shall be permitted except with prior authorization in writing from the Owner. Goods should be delivered, securely packed and in good order and condition, at the place of delivery and within the time specified in the purchase order for their delivery.

13.3. The contractual delivery period is inclusive of all the lead time for engineering /procurement of raw material, the manufacturing, inspection / testing, packing, transportation or any other activity whatsoever required to be accomplished for effecting the delivery at the required delivery point.

13.4. Unless otherwise specified, Material(s) shall not be dispatched without prior inspection and/or testing and Release Order/Material(s) Acceptance Certificate issued by the manufacturer.

14. UNLOADING AND STACKING :

Unloading and stacking will be arranged by Vendor.

15 VALIDITY OF OFFER:

The rates quoted against this tender shall be valid for a period of 120 Days from the date of opening of the tender unless otherwise specified in the Special Purchase Conditions.

16. DELIVERY DATES AND PRICE REDUCTION SCHEDULE:

16.1. The time and date of Delivery of Material(s) as stipulated in the Contract shall be adhered to on the clear understanding that the Price(s) of the Material(s) has/have been fixed with reference to the said Delivery date(s).

16.2. If any delay is anticipated by the Vendor in the delivery of the Material(s) or any of them beyond the stipulated date(s) of Delivery, the Vendor shall forthwith inform BPCL in writing of such anticipated delay and of the steps being taken by the Vendor to remove or reduce the anticipated delay, and shall promptly keep BPCL informed of all subsequent developments.

16.3. The delivery period quoted must be realistic & specific. The inability of successful Vendors to execute orders in accordance with the agreed delivery schedule will entitle BPCL, at its options, to :

16.3.1. Accept delayed delivery at prices reduced by a sum equivalent to one percent (1.0%) of the basic value of any goods not delivered for every week of delay or part thereof, limited to a maximum of 10% of the total basic order value.

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

17. RISK PURCHASE CLAUSE:

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

18. FORCE MAJEURE CLAUSE :

(A) Definition: The term **Force Majeure** means any event or circumstance or combination of events or circumstances that affects the performance by the vendor of its obligations pursuant to the terms of this Agreement (including by preventing, hindering or delaying such performance), but only if and to the extent that such events and circumstances are not within the vendor s reasonable control and were not reasonably foreseeable and the effects of which the vendor could not have prevented or overcome by acting as a Reasonable and Prudent person or, by the exercise of reasonable skill and care. **Force Majeure events and circumstances shall in any event include the following events and circumstances to the extent they or their consequences satisfy the requirements set forth above in this Clause:**

- (i) the effect of any element or other act of God, including any storm, flood, drought, lightning, earthquake, tidal wave, tsunami, cyclone or other natural disaster;
- (ii) fire, accident, loss or breakage of facilities or equipment, structural collapse or explosion;
- (iii) epidemic, plague or quarantine;
- (iv) air crash, shipwreck, or train wreck;
- (v) acts of war (whether declared or undeclared), sabotage, terrorism or act of public enemy (including the acts of any independent unit or individual engaged in activities in furtherance of a programme of irregular warfare), acts of belligerence

of foreign enemies (whether declared or undeclared), blockades, embargoes, civil disturbance, revolution, rebellion or insurrection, exercise of military or usurped power, or any attempt at usurpation of power;

- (vi) radioactive contamination or ionizing radiation;

(B) Notice and Reporting:

- (i) The Vendor shall as soon as reasonably practicable after the date of commencement of the event of Force Majeure, but in any event no later than two (7) days after such commencement date, notify the BPCL in writing of such event of Force Majeure and provide the following information:

- (a) reasonably full particulars of the event or circumstance of Force Majeure and the extent to which any obligation will be prevented or delayed;
- (b) such date of commencement and an estimate of the period of time required to enable the vendor to resume full performance of its obligations; and
- (c) all relevant information relating to the Force Majeure and full details of the measures the vendor is taking to overcome or circumvent such Force Majeure.

- (ii) The Vendor shall, throughout the period during which it is prevented from performing, or delayed in the performance of, its obligations under this Agreement, upon request, give or procure access to examine the scene of the Force Majeure including such information, facilities and sites as the other Party may reasonably request in connection with such event. Access to any facilities or sites shall be at the risk and cost of the Party requesting such information and access.

(C) Mitigation Responsibility:

- (i) The Vendor shall use all reasonable endeavours, acting as a Reasonable and Prudent Person, to circumvent or overcome any event or circumstance of Force Majeure as expeditiously as possible, and relief under this Clause shall cease to be available to the Vendor claiming Force Majeure if it fails to use such reasonable endeavours during or following any such event of Force Majeure.
- (ii) The Vendor shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure under this Clause and that it has exercised reasonable diligence efforts to remedy the cause of any alleged Force Majeure.
- (iii) The Vendor shall notify BPCL when the Force Majeure has terminated or abated to an extent which permits resumption of performance to occur and shall resume performance as expeditiously as possible after such termination or abatement.

(D) Consequences of Force Majeure. Provided that the Vendor has complied and continues to comply with the obligations of this Clause and subject to the further provisions:

- (i) the obligations of the Parties under this Agreement to the extent performance thereof is prevented or impeded by the event of Force Majeure shall be suspended and the Parties shall not be liable for the non-performance thereof for the duration of the period of Force Majeure; and
- (ii) the time period(s) for the performance of the obligations of the Parties under this Agreement to the extent performance thereof is prevented or impeded by the event of Force Majeure shall be extended for the duration of the relevant period of Force Majeure except as provided herein.

(E) Force Majeure Events Exceeding 60 Days

- (i) If an event or series of events (alone or in combination) of Force Majeure occur, and continue for a period in excess of 60 consecutive days, then BPCL shall have the right to terminate this agreement, whereupon the Parties shall meet to mitigate the impediments caused by the Force Majeure event.

19. ARBITRATION CLAUSE :

- 19.1 Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of BPCL/Vendor against omission or on account of any of the parties hereto arising out of or in relation to this Contract shall be referred to the Sole Arbitration of Director(Marketing) / Director (HR) / Director (R) of BPCL as the case may be or to some officer of BPCL who may be nominated by them.
- 19.2. In the event the Arbitrator being unable or refusing to act for any reason whatsoever, the said Directors of BPCL shall designate another person to act as an Arbitrator in accordance with the terms of the said Contract/Agreement. The Arbitrator newly appointed shall be entitled to proceed with the reference from the point at which it was left by his predecessor.
- 19.3. It is known to the parties herein that the Arbitrator appointed hereunder is an employee of the Corporation and may be Share holder of the Corporation.
- 19.4. The award of the Arbitrator so appointed shall be final, conclusive and binding on all the parties to the contract and the law applicable to arbitration proceedings will be the Arbitration and Conciliation Act, 1996 or any other enactment in replacement thereof.
- 19.5. The language of the proceedings will be in English and the place of proceedings will be Mumbai.
- 19.6. 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, if required, in the concerned Courts in the City of Mumbai alone. (legal)

20. INTEGRITY PACT (IP) :

Vendors are requested to sign & return our pre-signed IP document, if applicable. This document is essential & binding. Vendor s failure to return the IP document duly signed along with Bid Document may result in the bid not being considered for further evaluation.

21. RECOVERY OF SUMS DUE:

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

22. CONFIDENTIALITY OF TECHNICAL INFORMATION:

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

23. PATENTS & ROYALTIES:

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

24. LIABILITY CLAUSE:

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

25. COMPLIANCE OF REGULATIONS:

Vendor warrants that all goods/Materials covered by this order have been produced, sold, dispatched, delivered and furnished in strict compliance with all applicable laws, regulations, labour agreement, working condition and technical codes and statutory requirements as applicable from

time to time. The vendor shall ensure compliance with the above and shall indemnify owner against any actions, damages, costs and expenses of any failure to comply as aforesaid.

26. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT:

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

27. NON-WAIVER :

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

28. NEW & UNUSED MATERIAL :

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

29. PURCHASE PREFERENCE CLAUSE IF APPLICABLE:

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

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

30. CANCELLATION:

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

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

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

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

32. ASSIGNMENT

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

33. GOVERNING LAW

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

34. AMENDMENT

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

35. SPECIAL PURCHASE CONDITIONS

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

36. NOTICES

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

BPCL

Vendor

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

Annexure III

SPECIAL PURCHASE CONDITIONS FOR SUPPLYING AND LAYING OF CC PAVER BLOCKS

1. **VALIDITY OF THE OFFER:** Offer should remain valid for at least 120 days from the due date.
2. **PERIOD OF CONTRACT AND QUANTITY:** Estimated requirement of CC pavers is for 18 months from the date of LOI/Contract.

Since requirements are estimates and not actual demand, BPCL reserves the right to procure 20% additional quantity over and above the estimated quantity under the same terms and conditions, either during the contract validity period or by extending contract validity period further up to six months.

For procurement beyond 20 % additional quantity under the same terms and conditions within the contract validity period or by extending contract validity period, mutual consent of BPCL and concerned vendor will be necessary.

As per BPCL business requirement, L1 Vendor of one Territory may be asked to work in Territory other than the Territory awarded to the Vendor subject to not exceeding Quantity/Value as per the original contract on mutual consent at the same rates, terms & conditions.

As per BPCL business requirement, if the vendor is awarded more than one territory, the quantities may be redistributed within the territories awarded to him without exceeding the total contract value on mutual consent at the same rates, terms & conditions.

3. QUANTITY ALLOCATION /DISTRIBUTION AND EVALUATION:

Vendors have to submit Price Bids online.

- a. Offers would be evaluated on Lowest net landed price basis (lowest cost to BPCL) Territory / Lot wise for BHOPAL, INDORE, JABALPUR, GWALIOR & RAIPUR and order shall be awarded to the successful bidder.
 - b. This tender comprises of five (5) lots. Vendors have the option of quoting for one Lot or more than one Lot in the tender subject to satisfying the conditions of bidder's qualification criteria of established manufacturer, supplying capacity & proven track record, & financial capacity.
 - c. Net Landed price means total cost of the work i.e. Basic price inclusive of all taxes, levies, supply of sand, transportation, laying cost including all material & labour charges after taking into account GST set off & CANVAT credit if applicable.
- In case the order is going to be awarded on MSE status, then the vendor will have to offer & supply the entire tendered quantity from the plant having MSE certification and also to indemnify BPCL in this regard on Rs.100 stamp paper. The original indemnity bond need to be furnished to BPCL at the time of award of contract.
 - For any particular Territory for which vendor is quoting, vendor should offer the entire tender quantity & not partial quantity. Offers with partial tender quantity shall stand rejected.
 - Entry taxes, if any, shall be invoiced separately and shall be reimbursed by BPCL after completion of the work in all respects at actuals against the submission of original documentary evidence for proof of payment of the related entry taxes, as the case may be.
 - On the sole discretion of BPCL, total jobs may be distributed between L1 & L2 in the ratio 80% and 20%.
4. Orders in the form of Purchase Orders will be issued by Territory Engineering Manager / Territory Manager of respective Territory.
 5. PO will be issued to the vendor only after the site is ready for laying pavers.
 6. PO will be issued to the vendor with estimated quantities, vendor to visit site & take actual measurements & inform concerned Engineer for amendment of quantities of PO if required.
 7. The tenderer shall provide the Proof of GST Registration.
 8. The time for completion of work per Purchase order/site shall be 6 (six) weeks from the date of issue of PO.

9. Vendor shall at least complete a minimum of 3 (three) retail outlets in every six week period per Territory failing which LD shall be levied as clarified below.

Clarification

If the contract is awarded to a particular Vendor for a particular Territory.

If POs are released for 5 retail outlets (RO1, RO2, RO3, RO4 & RO5) to the vendor on say 01.10.2018, then the vendor has to complete RO1, RO2 & RO3 within 6 weeks by 15.11.2018 failing which LD will be deducted as per the tender conditions. Time for completion for RO4 & RO5 shall start on 16.11.2018 & have to be completed within 6 weeks by 31.12.2018 failing which LD will be deducted as per the tender conditions.

If the vendor completes RO1 within 6 weeks by 15.11.2018 & delays RO2 by 15 days then LD will be deducted for 15 days for RO2 alone and so on.

If the same Vendor is awarded more than one Territory, then the vendor should complete minimum 3 (three) retail outlets for every six week period per Territory, failing which LD will be deducted as per the tender conditions & as illustrated above & as further clarified below.

Clarification

For example if a Vendor is awarded two Territories, Territory A & Territory B then the vendor has to complete 6 (six) retail outlets in Territory A & Territory B put together for every six week period.

Vendor can be asked to complete either 3 retail outlets each in Territory A & Territory B.

OR

4 retail outlets in Territory A & 2 retail outlet in Territory B or vice versa.

OR

6 retail outlets in Territory A & no retail outlet in Territory B or vice versa.

Vendors should assess their capacity to deliver & complete CC paver works as illustrated above if they are quoting for more than one Territory.

10. Testing of CC pavers at the manufacturing unit of the bidder.
- a) Vendor should have all the facilities for checking the compressive strength of CC pavers in the manufacturing unit.
 - b) All the test reports date or shift wise are required to be recorded, signed by authorized technical representative of the vendor.
11. BPCL reserves the right to inspect & test the blocks at the manufacturers premises & the pavers received at site, after the supplies are effected.
12. On receipt of pavers at site BPCL will test the paver samples for various parameters as per the sampling size & method mentioned in the Technical specifications. Based on satisfactory test results BPCL will issue a written confirmation/email to the vendor to commence the laying job at site.
13. BPCL also reserves the right to test the paver blocks being laid at site while the work is in progress.

14. **Even if single block fails to meet the technical parameters before, during & after execution of the work the contractor should replace the entire material supplied to the retail outlet on his own cost.**

15. Testing of CC paver blocks shall be done only at nearest Govt. Engineering Colleges or at a private Engineering Colleges or at a private laboratory/testing center as approved by BPCL Engineer in-charge.

16. **Action by the vendor & action by BPCL in case the supplied CC paver blocks fail to meet the technical specifications.**

Sample failure	Action to be taken	Action by
First Instance	Replace all the pavers supplied to the retail outlet at vendors cost	Vendor
Second Instance	Replace all the pavers supplied to the retail outlet at vendors cost	Vendor
Third Instance	All the purchase orders released to the vendor shall be withdrawn & vendor shall be placed on holiday as per Holiday listing Guidelines in BPCL & the security deposit paid by the vendor shall be forfeited.	BPCL

17. Defective blocks, if noticed, the contractor has to replace the same without any additional charges.

18. Power/Water and all other related equipment towards execution of work has to be arranged by the successful tenderer.

19. The successful tenderer has to investigate the base course before starting the work and intimate the condition / stability to the respective territory engineer before commencing the work to strengthen the base course, if necessary.

20. Bills will be settled by the respective Territories Office / Constn. Group Engineer against each Purchase order issued.

21. **EMD: Rs. One lakh in DD drawn on nationalized bank in favor of BPCL, Mumbai shall be sent to DGMRE, West at Mumbai & a copy of the DD shall be uploaded in E-tender portal, failure of which leads to disqualification of bidder.**

22. **The successful tenderers are required to submit a security deposit of Rs. 1,00,000/- per Territory before commencement of work.** The successful tenderer shall have the option to adjust the earnest money deposit towards security deposit if he so desires. The security deposit will be retained until the successful completion of work. In case of the security deposit in the form of Bank Guarantee, the same shall be kept valid by the tenderer at his cost till the completion of the work under contract and shall be extended from time to time. No interest will be payable on security deposit.

23. No mobilization advance will be given. Price escalation will not be entertained on any account except on account of any revision in statutory levies.

24. Payment terms: -100 % Payments will be released against PBG as per the actual measurements after deducting income tax, works contracts tax if any, as applicable in the respective states. The PBG shall be released after one year retention period provided measurements as per the design criterion enclosed is demonstrated and no material defects found in the supply item and installation/ laying.

25. Payment process :

Please send these invoices with required supporting documents to the following address for payment processing:

BUSINESS PROCESS EXCELLENCE CENTRE (BPEC)

4th FLOOR, BPCL OFFICE COMPLEX

PLOT NO. 6 SECTOR – 2

BEHIND CIDCO GARDEN, KHARGHAR

NAVI MUMBAI-410210

All invoices to be addressed to following address and sent to BPEC for processing.

Billing

Bharat Petroleum Corporation Limited
BPCL Office Complex, Business Process Excellence
Centre(BPEC)
Plot no. - 6, Sector - 2, Behind CIDCO Garden,
Khargar, Navi Mumbai – 410210

Account-(Respective Location For Eg. Mumbai Territory)....

We further request you to mention your communication details such as Mobile No., e-mail ID suitably on the covering letter/Invoice. Also, Please ensure to include page numbers on each page of the invoice.

The payment status of your invoices can be tracked by you at <https://efp.bpcl.in>.

You can self register on the above portal to check the status of invoices and payments. You will continue to receive e-mail update on Vendor Invoice status as per current practice.

If you have any payment related queries, please send them to:

z_bpechelpdesk@bharatpetroleum.in

You can also call our toll free number at: **1800 22 4221** (Monday to Friday during 9 AM to 5 PM, excluding declared holidays).

26. **The time for completion of work per Purchase order shall be 6 weeks from the date of intimation of commencement of work by BPCL to the bidder after testing the pavers.**
27. **Price Reduction Clause: for delay in executing the job as per the agreed time of completion price reduction at the rate of 1.0% per week or part thereof up to the maximum of 10% of the value of the respective purchase order will be levied.**
28. The tenderer should quote in line with all the terms of tender including material specification. Any deviation from the said conditions of the tender will lead to disqualification of Offer. The tenderer shall also have to submit the proof of GST Registration along with their offer.

29. BPCL reserves the right to award/cancel jobs against these rates at its discretion.
- 30. 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.**
31. All the tender documents and Annexures, Techno-commercial Details, Price Bid and declaration forms as well as all uploaded documents (as per clause IX below) shall form the part of the tender. Techno-commercial details, declaration forms and Price Bid will be online only. The details of the e-tender process are enclosed as **Annexure VI**.
32. Offers should strictly be in accordance with the tender terms & conditions and our specifications. Tenderers are requested to carefully study all the documents/annexures and understand the conditions, specifications etc, before submitting the tender and quoting rates. In case of doubt, written clarifications should be obtained, but this shall not be a justification for request for extension of due date for submission of bids.
33. Vendors have to upload a scanned copy (in pdf or jpg format) of the following documents:
- a) Copy of third party inspection report for Bid-qualification Criteria.
 - b) Audited Balance Sheets and Profit & Loss accounts of the vendor for the previous available three consecutive accounting years prior to the due date of bid submission (English language only).
 - c) Copy of PAN Card
 - d) MSME Registration Certificate (Micro and Small) [if applicable]
 - e) Certified copies of Partnership Deed/ Memorandum & Articles of Association & Certificate of registration with the Registrar of Companies (if applicable).
 - f) GST registration certificate
- 34. EMD FOREFEITURE AND RETURN OF EMD: EARNEST MONEY DEPOSIT WILL BE FORFEITED IN THE EVENT OF**
- a) Withdrawal of offer while the offer is under consideration during the offer validity period.
 - b) Tenderer not accepting our Purchase Order, if placed without prejudice to our rights to recover damages on account of breach of contract.
 - c) Non-confirmation of acceptance of order within the stipulated time after placement without prejudice to our rights to recover damages on account of breach of contract.
 - d) Any unilateral revision made by the tenderer during the validity period of the offer.
35. **EMD of Rs. 100,000/-** shall be returned to the unsuccessful bidders on finalization of the order. No interest on this EMD is payable.

36. BPCL will not issue C/D forms required by sales tax authorities and the tax implications to be borne by the vendor.

37. BPCL shall not provide any Road Permits/ Way bills for dispatch of CC pavers.

Annexure IV

TECHNICAL SPECIFICATION OF CC PAVER BLOCKS

SPECIFICATIONS FOR COLOURED RUBBER MOULD PAVER BLOCKS

Coloured concrete paver blocks shall be manufactured as per attached specifications using Approved colour Pigment of "BAYER" make "BAYFERROX IRONOXIDE PIGMENTS" with minimum colour pigment of 3 % by weight of cement. The colour shall be "RED" from colour pigment manufacturer's shade card before commencement of the work. Grey OPC 53 grade/43 grade cement shall be used for coloured pavers to obtain the desired shade. The job also includes providing 50 mm thick sand bedding to match the shade of the paver block. The colour of the Paver Block shall be guaranteed against fading of colour for a period of 12 months from the date of laying of the same at site.

• SPECIFICATIONS FOR REFLECTIVE TYPE PAVER BLOCKS

The Paver blocks shall be made in two layers. Top layer shall be 10 to 15 mm & balance for bottom layer. Both the layers shall be mixed to achieve desired compressive strength mentioned under "Testing of paver blocks. "Top layer shall have 10 to 15 mm uniform thickness made out of Granite/Quartz crushed aggregated of cubical sizes not more than 6 mm and downsize(shall have good abrasion resistant properties) as wearing layer and reflective coating & cement shall be mixed with UV resistant pigment and without impairing the characteristic Properties of cement. Top surface shall be made anti-skid (indentations) with lacquer coating finish. (Pls. Also refer clause no.3, under Chapter II Technical specifications.) Approved admixture (confirming to IS 9103), if required, shall be used as per manufacturer's recommendation & as per IS 456.

1. Compaction -Compaction of moulds shall be done by mechanical vibrators. The vibrator should vibrate in both horizontal & vertical directions simultaneously. Mould should be retained minimum 1& 1/2 minutes on table type vibrator's platform.

2. Curing: The rubber moulds shall be placed tightly closed so that they are not exposed to outside atmosphere. Steam or mist curing to be done for minimum 24 hours period. After curing the pavers shall be spread for drying lacquer coating shall be applied to give the top surface of block a smooth & shiny finish free of pot holes. Laquer coating to be applied as per manufacturer's specifications. The lacquer coating & colour of the Paver Block shall be guaranteed for a period of 12 months from the date of laying of the same at site .the top surface shall have no pin holes & should be dense. The coloured pigment & lacquer coating should not be harmful to concrete.

• Pavers Block Characteristics

1. The concrete pavers should be unipaver shape.

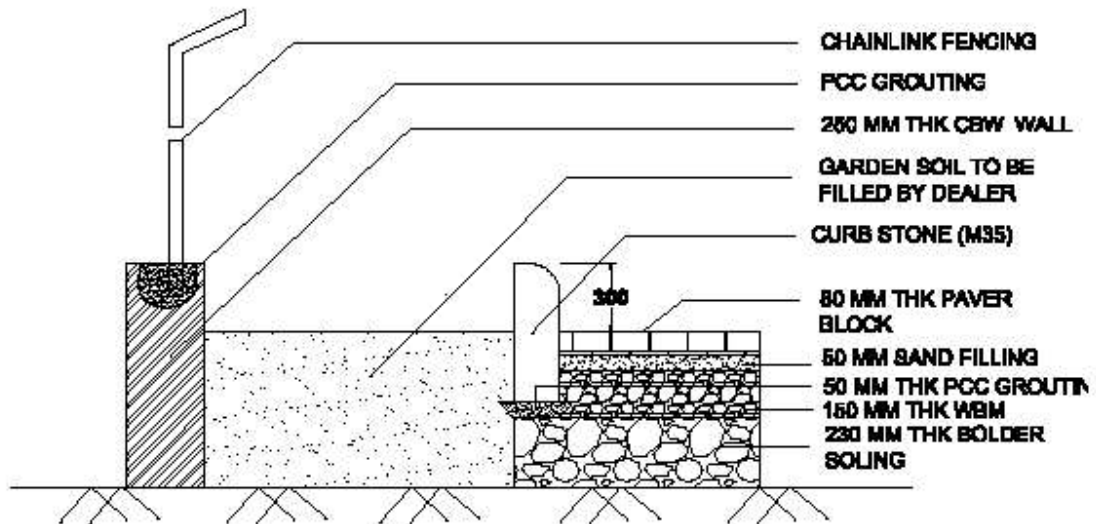
2. The surface should be of anti-skid type. The top surface shall have no pinholes & should be densified. The coloured pigment & laquer coating, if provided, should not be harmful to concrete.
3. The concrete pavers should have perpendicular ties after release from the mould and the same should be retained until the laying.
4. The paver should have uniform chamfers to facilitate easy drainage of surface run off.
5. The pavers should have uniform interlocking space of 2mm to 3mm to ensure compacted sand filling after vibration on the paver surface.
6. The concrete mixing to be done in batching plants. Rubber moulds to be used to achieve better edges.
7. The concrete mix design should be followed for each batch of materials separately and automatic batching plant is to be used to achieve uniformity in strength and quality.
8. The pavers shall be manufactured in single layer or double layer.
9. Compaction -Compaction of moulds shall be done by mechanical vibrators. The vibrato should vibrate in both Horizontal & vertical directions simultaneously. Mould should be retained minimum 1 & 1/2 minutes on table type vibrator's platform.
10. Curing: The rubber moulds shall be placed tightly closed so that they are not exposed to outside atmosphere. Steam or mist curing to be done for minimum 24hours period.
11. After curing the pavers shall be spread for drying.
12. Skilled labour should be employed for laying blocks to ensure line and level of laying, desired shape of the Surface and adequate compaction of the sand in the Joints.
13. The pavers shall be of cement grey colour without any pigment or coloured Sign and Seal of the bidder Pavers or reflective type as per attached specifications

TECHNICAL SPECIFICATION OF CC PAVER BLOCKS

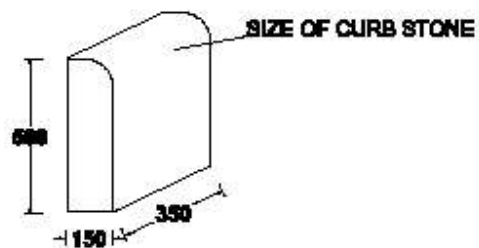
S.NO.	ITEM DESCRIPTION	BPCL SPECIFICATION
1	SIZE	STEEL MOULD: 225 MM X 112.5 MM X 80 MM (UNIREGULAR) RUBBER MOULD : 252 MM X 122 MM X 80 MM (UNIREGULAR)
2	DIMENSIONAL TOLERANCE	(+/-) 3 MM FOR LENGTH & WIDTH (+/-) 3 MM FOR HEIGHT
3	CHAMFER	7MM ALONG TOP EDGES
4	COMPRESSIVE STRENGTH	NOT LESS THAN 35 N/SQMM FOR INDIVIDUAL PAVERS WITHOUT CORRECTION FACTOR FOR CHAMFER/THICKNESS.
5	SAMPLING	INTERNAL TESTING – 3 BLOCKS PER EVERY 5000 BLOCKS EXTERNAL TESTING – 2 BLOCKS FOR EVERY 10000 BLOCKS MINIMUM OF 8 BLOCKS / SITE TESTING AS PER IS/BS STANDARDS.
6	TRANSVERSE STRENGTH	MINIMUM 3 MPA (IS – 1237 – 1980)
7	WATER ABSORPTION	5.00% (MAXIMUM)
8	SURFACE / SURFACE FINISH	STEEL MOULD : NON SKID RUBBER MOULD : GLARE FINISH / LACQUAR COATED
9	WEAR RESISTANCE	3 MM AVERAGE 3.5 MM MAXIMUM, (LA. ABRASION TEST AS PER BS 6717)
10	WEIGHT PER SQM	SIZE 80 MM STEEL MOULD – 187.2 KG/SQM RUBBER MOULD - 180 KG/SQM
11	TESTING PROCEDURE	AS PER IS 15658: 2006 (ONLY CORRECTION FACTOR IS NOT APPLICABLE IN COMPRESSIVE STRENGTH TEST)

Additional Instructions:

The sand used for bedding and jointing should be clean concrete sand, free of clay, dirt, or foreign matter and should conform to ASTM C-33. Masonry sand, conforming to ASTM C-144, can be used to complete the filling of the joints after the initial compaction and sweeping with concrete sand. Pavers must be restrained around the perimeter of the pavement to prevent spreading apart and rutting. The restraint is to be done with with kerb stones of specs as under. As instructed by the engineer in charge the kerb stone may be kept above the height of the finished surface or at the same height.



TYPICAL LAYOUT OF CURB STONE
(ALL DIMENSION ARE IN MM)



Precast Kerb (Curbs) Stone ; are to be set prior to installing the base and are typically placed in a concrete bedding or backfill. They should extend below the sand & WBM bedding. The picture below is a depiction. The Kerb Stone size should be as per the technical specification (i.e. 500mm Height, 150mm Thickness, 350mm Length made of M35 Concrete). **The cost of the kerb stone will be paid as part of the paver block driveway as per the actual area measurement of the driveway i.e. cost of Kerb Stone is included in the cost of Supplying & Laying of Paver.** The Kerb Stone should be provided at the periphery of the supplied and laid Paver Blocks and as per the instruction given by the Site-in-Charge. Before the execution of paver laying, a certificate of testing of compactness for the base is required to be taken from the Engineer In Charge. The certificate should show compactness of minimum 95% by sand replacement dry density method or equivalent tests. Paver is not to be laid at the site without obtaining the compaction certificate from the Engineer In Charge. The same is to be attached with the final bill for records. If there is undulation / failure of driveway after laying of pavers, within the retention period of one year, and the certificate of compactness had not been obtained then the paver vendor will have to relay the pavers as per BPCL specification. If the vendor fails to comply to the orders for relaying the pavers, the company shall have the right to employ any other agency to complete the remaining work at the risk and cost of the successful tenderer. The vendor shall provide a test certificate from a Govt. approved testing authority for Paver Blocks received at an RO. (Average test report for eight blocks) for every 5000 (five thousand) blocks received at site or for one lot of Paver Blocks received at an RO whichever is less (average test report of eight blocks). BPCL reserves the right to test the blocks irrespective of the above if necessary at the vendor's cost.

SPECIFICATION FOR LAYING

Bedding and joint Filling sand

Bedding sand

It is well established that if proper attention is not paid to the quality of bedding sand and if the thickness of the bedding sand layer is not uniform enough, serious irregularities in surface profile can result and excessive differential deformation / rutting can occur early in service life of the block pavement. The desired gradation of bedding sand should be as under:-

IS Sieve size	Percent passing
9.52 mm	100
4.75 mm	95 – 100
2.36 mm	80 – 100

1.18 mm	50 – 95
600 micron	25 – 60
300 micron	10 – 30
150 micron	0 – 15
75 micron	0 – 10

Care should be taken to see that single – sized or gap graded sand or sands with excessive amount of fines or plastic fines should not be used. The shape of sand particles should preferably be sharp rather than rounded, since sharp sands possess higher strength and resist the migration of sand from under the block to less frequently trafficked areas. Even though sharp sands are relatively more difficult to compact than rounded sands, the use of sharp sands should be preferred for the more heavily trafficked payments. The bedding sand should be free of deleterious materials.

Joint filling sand

The gaps in between two paving blocks (typically about 3mm wide) need to be filled by sand relatively finer than the bedding sand. The desired gradation for the joint filling sand is as under: -

IS Sieve size	Percent passing
2.36 mm	100
1.18 mm	90 – 100
600 micron	60 - 90
300 micron	30- 60
150 micron	10 - 30
75 micron	0 - 10

It is necessary to restrict the fines (silt and / or clay) to 10% since excessive fines make joint filling very difficult. Similarly, it is not advisable to use cement in the joint filling sand which will not only make it difficult to completely fill the joints but would also adversely affect the desired flexibility characteristics of the paving block layer. The joint filling sand should be as dry as possible otherwise complete filling of joints will be difficult. To overcome the problem of efflorescence on the surface of paving block layer, the joint filling sand should be washed to remove soluble salts.

Crushed sand.

Crushed sand can be used in place of river sand. However, specifications of crushed sand with respect to sieve analysis & silt content shall be as applicable to river sand & as mentioned under technical specifications.

Annexure V

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.

- i. The Company shall be at liability without reference to the Bank and without effecting the full liability of the Bank hereunder to take any other security in respect of the vendor s obligations and /or liabilities under or in connection with the said supply contract and to vary the terms vis a vis the vendor of the said supply contract or to grant time and / or indulgence to the vendor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement all or any of the obligations of the vendor under the said supply contract and / or the remedies of the Company under any other security(ies) now or hereafter held by the Company and no such dealing(s), variation(s), reduction(s), increase(s) or the indulgence(s) or arrangement(s) with the vendor or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.
- ii. This Guarantee /Undertaking shall not be determined by the liquidation or winding up ordissolution or change of constitution or insolvency of the vendor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to the Company in terms hereof.
- iii. The Bank hereby waives all rights at any time inconsistent with the terms of the Guarantee / Undertaking and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the vendor (whether or not pending before any Arbitrator, officer, Tribunal or Court) or any denial of liability by the vendor or any other order of communication whatsoever by the vendor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Company in terms hereof.
- iv. The amount stated in any notice of demand addressed by the Company to the Guarantor as liable to be paid to the Company by the vendor or as suffered or incurred by the Company on account of any losses or damages of costs, charges and or expenses shall as between the Bank and the Company be conclusive of the amount so liable to be paid to the Company or suffered or incurred by the Company, as the case may be and payable by the Guarantor to Company in terms hereof.

Yours faithfully,

(Signature)

NAME & DESIGNATION

NAME OF THE BANK

NOTES:

Annexure VI

General Instructions to bidders for E-Tendering

1. Interested parties may download the tender from BPCL website www.bharatpetroleum.in (or) <http://eprocure.gov.in> (or) from the e-tendering website <https://bpclproc.in> and participate in the tender as per the instructions given herein, on or before the due date and time of the tender. The tender available on the BPCL website can be downloaded for reading purpose only. For participation in the tender, please fill up the tender on-line on the e-tender system available on <https://bpclproc.in>.
2. For registration on the e-tender site <https://bpclproc.in>, you need to download the User Instruction Manual from the site and read it.
3. As a **pre-requisite for participation in the tender**, tenderers are required to obtain a valid Digital Certificate of **Class IIB** and above 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 tenderer.**

In case any tenderer so desires, he may contact our e-procurement service provider M/s. Eprocurement Technologies Limited, Ahmedabad (Contact no. 91-79-40016816, 6848, 6844,6868 OR +9122-65354113, 65595111) for obtaining the digital signature certificate. Please note that generally, it takes 5 working days for obtaining a digital certificate after the submission of all required documents / fees.

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 tenderers, 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 tenderer. They have the choice of making changes in their bid before the due date and time.
5. Tenderers are required to submit their bid on-line on or before the due date and time of closing of the tender. The general **process for submitting the bid** is as follows:
 - i. Accept the contents of all the following Annexures in toto by clicking on the button provided on the screen below them:
 - a) Bid-qualification Criteria (**Annexure I**)
 - b) General Purchase Conditions (**Annexure II**)
 - c) Special Purchase Conditions (**Annexure III**)
 - d) Technical Specifications (**Annexure IV**)
 - e) Safe practices at construction sites(**Annexure-X**)
 - f) Holiday listing of vendors (**Annexure XII**)
 - ii. Down load, sign & upload the following documents.
 - a. Integrity Pact (pre-signed) duly signed and witnessed.
 - iii. Upload a scanned copy (in pdf or jpg format) of
 - a.Copy of third party inspection report for Bid-qualification Criteria.
 - b.Excise/VAT documents including quarterly returns (or) Factory license (or) Certificate from auditor certifying the bidders annual financial statement as mentioned in Bid-qualification Criteria.

c. Audited Balance Sheets and Profit & Loss accounts of the vendor for the previous three financial accounting years (2014-15, 2015-16 & 2016-17) prior to the due date of bid submission (English language only)

d. Copy of PAN Card

e. MSE Registration Certificate (Micro and Small) [if applicable]

f. Certified copies of Partnership Deed/ Memorandum & Articles of Association & Certificate of registration with the Registrar of Companies (if applicable).

In case no. of pages to be uploaded are more, then the same can also be zipped and uploaded. The supporting documents should be serially numbered and total number of pages uploaded, should be indicated.

- iv. Techno-commercial Details, Declaration Forms and Price Bids will have to be filled online.
6. Directions for submitting on-line offers, electronically, against e-procurement tenders directly through internet:
- (i) Tenderers shall have to log on to the website (<https://bpcleproc.in>) for submitting their bid.
 - (ii) 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.
 - (iii) Tenderers 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 tenderer intends to change/revise the bid already entered, he 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.
 - (iv) Once the entire process of submission of on-line bid is complete, the tenderers are required to go to option own bid view through dashboard and take the print of the envelope receipt as a proof of submitted bid.
 - (v) 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.
 - (vi) No manual bids/offers along with electronic bids/offers shall be permitted.
 - (vii) It shall be understood that every endeavor has been made to avoid error which can materially affect the basis of Tender and the successful Tenderer shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on its account thereof. (this should be part of covering letter)
 - (viii) Once the BQ (or) techno-commercial (or) un-priced commercial bids are opened, tenderers can see the list of tenderers who have participated in the bid by logging on to the portal under their user ID and password and clicking on Other Bids view.
 - (ix) Subsequently, once the price bids are opened, tenderers can see the rates quoted by all the participating bidders using the same option.

7. 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 tenderers for any interruption or delay in access to the site irrespective of the cause. It is advisable that tenderers 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.
8. 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 tenderer may contact the following agencies / personnel:

1. For system related issues :

- a. **M/s. E-procurement Technologies Ltd no. Mr. Akash Sakhare 8779425194 or 022-27764464 followed with an e-mail to akash.s@eptl.in**

OR +91 79 4001 6868 E-mail id: support@bpclproc.in.

2. For tender related queries

- a. **DGM Engineering (Retail), West of M/s. BPCL at contact no 022-27764414, mobile no. 9820072595 followed with an e-mail to shivaprasadg@bharatpetroleum.in**
- b. **DGM Retail Engineering (West) of BPCL at contact no 022-27764429 followed with an email to bhagdikarr@bharatpetroleum.in**

The responsible person of the tender is DGM Engineering (Retail) West of BPCL at contact no 022-27764429.

Annexure VII

I. Integrity pact (IP):

Integrity pact (**IP**) is a pact between BPCL (as a purchaser) on one hand and the prospective bidder on the other hand stating that the two parties shall make certain commitments to each other in regard to ensuring transparency and fair dealings in the purchasing activities of the corporation.

It is mandatory to sign and return our **pre-signed IP document** (with two numbers of witnesses, place & date). This document is essential for binding.

- A. Proforma of Integrity Pact shall be returned by the bidder/s along with the bid documents, duly signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder s failure to return the **IP** duly signed along-with the bid documents shall result in the bid not being considered for further evaluation and liable to be rejected.
- B. If the bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from bidder liquidated damages amount by forfeiting the EMD/ Bid Security as per provisions of the integrity pact.
- C. If the contract has been terminated according to the provisions of the Integrity Pact or if BPCL is entitled to terminate the contract according to the provisions of the integrity pact, BPCL shall be entitled to demand and recover from contractor liquidated damages amount by forfeiting the Security Deposit/ Performance Bank Guarantee as per provisions of the integrity pact.
- D. Bidders may raise disputes/ complaints, if any, with the nominated independent external monitor (IEM) as under:

Shri. S.S.N. Moorthy	Shri. Shantanu Consul	
ADDRESS	ADDRESS	
GfQ, 1st Floor, B. Block, Summit Apts. Mettupalayam Road, Coimbatore - 641 043	No.9MCHS (IAS Officers Colony), 16 th Main, 5 th C Cross, BTM 2 nd stage, Bangalore – 560 076	
ssnm1950@yahoo.com	shantanuconsul@gmail.com	
Mob. 09500998610	Mob. 09740069318	

For details, please refer enclosed **IP** pact document.

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.

INTEGRITY PACT FOR ARC FOR SUPPLYING & LAYING CC PAVER BLOCKS AT RETAIL OUTLETS IN BHOPAL, INDORE, JABALPUR, GWALIOR & RAIPUR TERRITORIES. CRFQ NO. 1000312198.

Between

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

And

The vendor whose authorized signatory has digitally signed this pact hereinafter referred to as The Bidder/Contractor/Supplier

Preamble

The Principal intends to award, under laid down organization procedures, contract/s for **ARC FOR SUPPLY AND LAYING PAVER BLOCKS AT ROS IN BHOPAL, INDORE, JABALPUR, GWALIOR & RAIPUR TERRITORIES**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s, Contractor/s and Supplier/s.

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

Section 1 - Commitments of the Principal

(1)The Principal commits itself to take all measures necessary to prevent Corruption and to observe the following principles:

(a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself for third person, any material or immaterial benefit which he/she is not legally

entitled to.

(b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

(c) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder / Contractor/Supplier

(1) The Bidder / Contractor/Supplier commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

(a) The Bidder / Contractor/Supplier will not, directly or through any other person or firm, offer, promise or give to any of the Principal s employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(b) The Bidder / Contractor/Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

(c) The Bidder / Contractor/Supplier will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / Contractor/Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder / Contractor/Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder / Contractor/Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award, has committed a transgression through a Violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

(1) If the Bidder/Contractor/Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor/Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.

(3) The Bidder accepts and undertakes to respect and uphold the Principal s absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder / Contractor/Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 - Compensation for Damages

a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor/Supplier liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

(3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor/Supplier can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor/Supplier shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous Transgression

(1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders / Contractors/ Suppliers/ Subcontractors

(1) The Bidder/Contractor/Supplier undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors/Suppliers and Subcontractors.

(3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or

violate its provisions.

Section 7 – Punitive Action against violating Bidders / Contractors / Suppliers/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor, Supplier or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor, Supplier or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - Independent External Monitors

(1) The Principal has appointed competent and credible Independent External Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

(3) The Bidder/Contractor/Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/Contractor/Supplier. The Bidder/Contractor/Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Supplier/Subcontractor with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/Supplier. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act

in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/Contractor/Supplier to present its case before making its recommendations to the Principal.

(6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(8) The word Monitor would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor/Supplier 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

Section 10 - Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Bidder/Contractor/Supplier is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....
For the Principal

.....
For the Bidder/Contractor/Supplier

Place

Witness 1 :
(Signature/Name/Address)

Date

Witness 2 :
(Signature/Name/Address)

Name Address and Contact Number of Independent External Monitor

Shri. S.S.N. Moorthy	Shri. Shantanu Consul	
ADDRESS	ADDRESS	
GFQ, 1st Floor, B. Block, Summit Apts. Mettupalayam Road, Coimbatore - 641 043	No.9MCHS (IAS Officers Colony), 16 th Main, 5 th C Cross, BTM 2 nd stage, Bangalore – 560 076	
ssnm1950@yahoo.com	shantanuconsul@gmail.com	
Mob. 09500998610	Mob. 09740069318	

ANNEXURES- VIII

LIST OF APPROVED TPIAs (Third Party Inspecting Agencies)

1	Lloyds Register Industrial Service Ltd.
2	Det Norske Veritus (DNV)
3	Indian Register of shipping (IRS)
4	Engineers India Ltd. (EIL)
5	UL India Pvt. Ltd.
6	Tata projects Ltd.
7	SGS India Pvt. Ltd
8	Project & Development India Ltd. (PDIL)
9	Intertek testing Service India pvt. Ltd.
10	RITES Ltd.
11	MECON Engineers
12	Germanischer Lloyds Industrial Service Pvt. Ltd. (GLISPL)
13	Beuro Veritas
14	International Certification Services

ANNEXURE- IX

**Following Details to be signed and uploaded in e-procurement portal
(<https://bpcleproc.in>):**

1. Techno-commercial Details

1	Name of the Tenderer (Company Name) , Office & Factory Address, Tel No & Fax No - Office & Factory, 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. , Excise, Sales Tax and Service Tax Registration No. as applicable	
5	Registration with MSME (Micro and Small) if applicable.	
6	Major Customers	
7	ISO Certification Details	
8	Name & address of the Proprietor/ Partners/ Directors with percentage of share holding	
9	Are any of the above proprietor/ Partner/s/ Director/s also a proprietor/ Partner(s)/ Director(s) in any other CC pavers manufacturing unit. (Yes/No)	
10	If yes, then please give the following details a)Name of Common Proprietor/Partner/Director b)Name of the other Unit c)Location	
11	Name of Bankers & Full Address	
12	Octroi Charges in percentage for Mumbai requirements Note: For evaluation purpose, Octroi charges will be considered only for Mumbai requirement. However, Octroi charges if applicable will be reimbursed against the submission of original documentary evidence for proof of payment of the related octroi.	
13	Vendors shall be able to supply atleast 100 % of the tendered quantity of the Territory where they are willing to quote.(Yes/No)	
14	Delivery – Kindly specify realistic delivery period. Expected delivery period is 6 weeks from the date of call off/PO/site readiness whichever is later.	

2. Declaration Forms :

(to be signed and uploaded in e-procurement portal (<https://bpcleproc.in>)

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	

Annexure X

SAFE PRACTICES AT CONSTRUCTION SITES

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

- 1. Adequate no. of Safety helmets**----To be worn by everyone working on site and for visitors as well.
- 2. Adequate no. of Safety shoes** ----To be worn by everyone working on site.
- 3. Safety harness/belt** ----should be worn by people working at height.
- 4. People working on electrical panel** must wear **proper Rubber footwear** and **Insulated gloves** to avoid electric shock.
- 5.** Light pole/Emblem pole/Monolith must be erected with the help of **crane or chain & pully block** only. **It should never be erected manually.**
- 6.** The construction site should be properly barricaded & **WORK IN PROGRESS** board should be displayed prominently.
- 7.** The installation of light fixtures on light poles should be done by **proper ladder arrangement.**
- 8. EXCAVATION** :-Area where excavation is carried out should be segregated by means of colour bands/Rope fastened on pillars at sufficient distance from pit so as to avoid accidents in excavated area due to slippage of loose earth or otherwise.
 - a.** The site of the execution or trench should be slopped or battered back to a safe angle of repose usually 45 degree or be supported with shoring by timbering or other suitable means to prevent collapse. The type of support necessarily will depend on the type of excavation, type of soil ,the nature of ground and the ground water condition.
 - b.** Barrier/Fence shall be provided for preventing people from slipping into the pit.If the pit is in Vehicular driveway additionally a prominent board shall be put up showing **EXCAVATION IN PROGRESS** .
 - c.** Pumping out of accumulated water from pit is to be done at regular intervals. Run away water shall be prevented from entering the excavated area as it can cause erosion of soil and sudden collapse of earth.
 - d.** If the excavation is carried out without shoring necessary angle of repose to be maintained at all times.
 - e.** No labour shall be allowed **to sleep or take rest inside the pit.** Kids should not be allowed to come near the excavation work.

f. Excavated earth shall be stacked away from cutting edge to avoid collapse of trench and sliding of heaped earth into trench.

g. Contractor shall ensure that the excavation does not damage any existing underground cables, pipelines ,foundation of adjoining buildings or structures etc. Wherever possible excavation shall not be so close and deep as to undermine safety of any adjoining building or structure.

9. Contractor must ensure that

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

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

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

Signature of Contractor

TERRITORY REVENUE DISTRICT LIST OF MP

TERRITORY	REVENUE DIST. COVERED	STATE	TERRITORY	REVENUE DIST. COVERED	STATE
BHOPAL	BETUL	M.P.	JABALPUR	ANUPPUR	M.P.
BHOPAL	BHOPAL	M.P.	JABALPUR	BALAGHAT	M.P.
BHOPAL	CHHATARPUR	M.P.	JABALPUR	UMARIA	M.P.
BHOPAL	CHHINDWARA	M.P.	JABALPUR	DAMOH	M.P.
BHOPAL	HARDA	M.P.	JABALPUR	DINDORI	M.P.
BHOPAL	HOSHANGABAD	M.P.	JABALPUR	JABALPUR	M.P.
BHOPAL	RAISEN	M.P.	JABALPUR	KATNI	M.P.
BHOPAL	SAGAR	M.P.	JABALPUR	MANDLA	M.P.
BHOPAL	SEHORE	M.P.	JABALPUR	NARSIMHAPUR	M.P.
BHOPAL	SHAJAPUR	M.P.	JABALPUR	PANNA	M.P.
BHOPAL	TIKAMGARH	M.P.	JABALPUR	REWA	M.P.
BHOPAL	VIDISHA	M.P.	JABALPUR	SATNA	M.P.
GWALIOR	BHIND	M.P.	JABALPUR	SEONI	M.P.
GWALIOR	GUNA	M.P.	JABALPUR	SHAHDOL	M.P.
GWALIOR	GWALIOR	M.P.	JABALPUR	SIDHI	M.P.
GWALIOR	MORENA	M.P.	RAIPUR	ALL DISTRICTS	C.G.
GWALIOR	ASHOKNAGAR	M.P.			
GWALIOR	DATIA	M.P.			
GWALIOR	RAJGARH	M.P.			
GWALIOR	SHEOPUR	M.P.			
GWALIOR	SHIVPURI	M.P.			
INDORE	AGAR	M.P.			
INDORE	ALIRAJPUR	M.P.			
INDORE	BARWANI	M.P.			
INDORE	BURHANPUR	M.P.			
INDORE	DEWAS	M.P.			
INDORE	DHAR	M.P.			
INDORE	EAST NIMAR (KHANDWA)	M.P.			
INDORE	INDORE	M.P.			
INDORE	JHABUA	M.P.			
INDORE	MANDSAUR	M.P.			
INDORE	NEEMUCH	M.P.			
INDORE	RATLAM	M.P.			
INDORE	UJJAIN	M.P.			
INDORE	WEST NIMAR (KHARGONE)	M.P.			

Annexure XI

ANNEXURE XII

HOLIDAY LISTING OF VENDORS

1. Introduction :

Works and procurement contracts have become a major activity for corporate in current times. In course of such contracting Oil sector PSEs deal with various “Agencies” (which shall include vendors/parties/contractors/suppliers/ consultants/Licensors/bidders). These entities are expected to adopt ethics of highest standards and a very high degree of integrity, safety and quality consciousness, commitments and sincerity towards the work undertaken and dealing with BPCL in such matters. However, in few occasions, the terms are found to be infringed and deviations from expected behavior are observed. It is not in the interest of BPCL to deal with Agencies who commit deception, fraud or other misconduct including compromising quality and safety in the tendering and execution process.

Also, while participating in the tender and performing the contract, vendors are required to meet certain basic performance criteria and adherence to the terms and conditions of the tender/contract. In case the vendor fails to meet the above parameters, it is prudent to put the vendor on holiday list for specific periods in order to deter the vendors from committing such defaults. Such decisions

shall be taken based on the gravity of the default and after following a laid down process, on case to case basis.

2. Holiday Listing:

2.1. Reasons for Holiday Listing : An Agency may be placed in Holiday List for any one or more of the following circumstances:

2.1.1. If the Agency , in the context of its dealings with the

Corporation: a. has indulged in malpractices ;

b. has submitted fake, false or forged documents / certificates

c. Has substituted materials in lieu of materials supplied by BPCL or has not returned or has unauthorized disposed off materials / documents / drawings / tools or plants or equipments supplied by BPCL.

d. Has deliberately violated and circumvented the provisions of labor laws/ regulations / rules, safety norms, environmental norms or other statutory requirements.

e. has deliberately indulged in construction and erection of defective works or supply of defective materials

f. Has not cleared previous dues to BPCL if applicable.

g. Has committed breach of contract or has abandoned the contract. h. Poor performance of the Agency in one or several contracts;

i. Has not honored the fax of award / letter of award / Contract / Purchase order after the same is issued by BPCL.

j. Withdraws/ revises the bid upwards after becoming the L1 bidder.

k. Has parted with, leaked or provided confidential / proprietary information of BPCL to any third party without the prior consent of BPCL.

2.1.2. The following additional grounds can also be reasons for Holiday listing of an

agency: a. If a communication is received from the Administrative Ministry of the Corporation (i.e.

MOP&NG) to ban Agency from dealing with the Corporation ;

b. If the Agency is or has become bankrupt , OR is being dissolved OR has resolved to be wound up OR if proceedings for winding up or dissolution has been instituted against the Agency

c. Any other ground, including transgression of Integrity Pact, which, in the opinion of the Corporation, makes it undesirable to deal with the Agency; In the case of transgression of Integrity Pact, the same should be substantiated by the verdict of the Independent External Monitor.

2.2. Procedure :

2.2.1. Proceedings for Holiday Listing shall be initiated against an Agency when a prima facie case for Holiday Listing comes up, under any of the above mentioned circumstances; before taking a decision, a fair opportunity of hearing the party shall be given by means of a Show Cause notice. The show cause notice shall indicate clearly and precisely the charges/misconduct which shall be based on facts as can be proved as distinct from mere allegations. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause

notice and the “Agency” shall be asked to submit within 15 days a written statement in its defense.

- 2.2.2.** On receipt of the explanation from the Agency, the procurement Department will put up the proposal for holiday listing, to the competent authority, through the vendor de-listment committee & the Nodal Department; In case no explanation is received from the Agency within the stipulated time, the case shall be preceded with ex-parte.
- 2.2.3.** The proposal along with the reply from the Agency would be examined by the Vendor de-listment Committee; thereafter, with the recommendation from the vendor de-listment Committee, the proposal would be put up through the Nodal Department to the Competent Authority for final decision on banning or otherwise.
- 2.2.4.** The competent authority, after examining all the materials on record, including the explanation from the Agency, will give their decision on the proposal.
- 2.2.5.** The decision of the Competent Authority regarding Holiday Listing of business dealings shall be communicated to the ‘Agency’ concerned, by the concerned procurement department
- 2.2.6.** Competent Authority shall decide on the period of holiday listing, on case to case basis, depending on the gravity of the case and considering the implications for BPCL on account of the Act/Omission on the part of the Agency, intentions of the Agency as established from the circumstances of the case, frequency of tendering for work of similar nature etc.
- 2.2.7.** Ordinarily the period for which as Agency is Holiday listed shall not be less than 1 year and shall not exceed 3 years. However, in extraordinary circumstances as mentioned below, banning of 15 years can be done. The broad guidelines for the period of holiday listing based on the circumstances under which they were put on holiday listing is as under :

S.No	Reasons for holiday listing	Period of holiday listing
1	Indulged in malpractices resulting in financial loss to the Corporation	15 years
2	Submitted fake, false or forged documents / certificates	3 years
3	has substituted materials in lieu of materials supplied by BPCL or has not returned or has unauthorisedly disposed off materials / documents / drawings / tools or plants or equipments supplied by BPCL	15 years
4	Has deliberately violated and circumvented the provisions of labour laws/ regulations / rules , safety norms, environmental norms or other statutory requirements	3 years

5	has deliberately indulged in construction and erection of defective works or supply of defective materials	3 years
6	has not cleared BPCLs previous dues if applicable	1 year
7	has committed breach of contract or has abandoned the contract	3 years
8	Poor performance of the Agency in one or several contracts	1 year
9	has not honoured the fax of award / letter of award / Contract / Purchase order after the same is issued by BPCL	1 year
10	Withdraws/ revises the bid upwards after becoming the L1 bidder	1 year
11	has parted with , leaked or provided confidential / proprietary information of BPCL to any third party without the prior consent of BPCL	15 years
12	If the Agency is or has become bankrupt , OR is being dissolved OR has resolved to be wound up OR if proceedings for winding up or dissolution has been instituted against the Agency	3 years
13	Transgression of Integrity Pact , which, in the opinion of the Corporation, makes it undesirable to deal with the Agency;	3 years

2.2.8. In cases where Holiday Listing is proposed based on advice from the Administrative Ministry, no show cause or formal decision by competent authority will be required. The Nodal Department will directly intimate the Agency that they have been placed in Holiday Listing by BPCL based on the Ministry's advice

2.3. Provision for Appeal;

- (i) An agency aggrieved with the decision of the Competent Authority shall have the option of filing an appeal against the decision of the Competent Authority within a maximum of 15 days from the date of receipt of intimation of holiday listing.
- (ii) Any appeal filed after expiry of the above period shall not be considered by the Appellate Authority;
- (iii) On receipt of the Appeal from the Agency, the Appellate Authority, if it so desires , may call for comments from the Competent Authority;
- (iv) After receipt of the comments from the Competent Authority, the Appellate Authority , if it so desires , may also given an opportunity for personal hearing, to the Appellant Agency;
- (v) After examining the facts of the case and documents available on record and considering the submissions of the Appellant Agency, the Appellate Authority may pass appropriate order by which the Appellate Authority may either :

- a) Uphold the decision of Competent authority with or without any variation /lesser period of Holiday Listing; OR
 - b) Annul the order of the Competent Authority.
- (vi) Appellate Authority shall pass its order within a maximum period of 45 days from the date of receipt of Appeal.
 - (vii) Order of the Appellate Authority shall be communicated to the Agency by the Procurement Department
 - (viii) No Appeal is permitted in case an Agency is placed in Holiday List by BPCL, based on Ministry's advice.

2.4. Effect of Holiday Listing

- (i) No enquiry / bid / tender shall be entertained with an Agency as long as the 'Agency' name appears in the Holiday list.
- (ii) If an 'Agency' is put on the Holiday list during tendering :
 - a) If an 'Agency' is put on Holiday List after issue of the enquiry / bid / tender but before opening of the un-priced bid, the un-priced bid of the 'Agency' shall not be opened and BG/EMD , if submitted by the 'Agency' shall be returned . If an 'Agency' is put on Holiday List after un-priced bid opening but before price bid opening, the price bid of the 'Agency' shall not be opened and BG/EMD submitted by the 'Agency' shall be returned .
 - b) If an 'Agency' is put on Holiday List after opening of price bid but before finalization of the tender, the offer of the 'Agency' shall be ignored and will not be further evaluated and the BG/EMD if any submitted by the 'Agency' shall be returned, The 'Agency' will not be considered for issue of order even if the 'Agency' is the lowest (L1). In such situation next lowest shall be considered as L1;
- (iii) In cases where holiday listing proposal has been initiated by some procurement department in the Corporation, but the process is yet to be completed and order of Competent Authority is awaited, the tendering process may be taken forward till price bid opening and after price bid opening, decision on the tender may be kept on hold till such time order of Competent Authority is issued.

3. Declaration by Bidders regarding Holiday Listing status:

Bidder should submit a declaration to the effect that they are not currently serving any Holiday Listing orders issued by BPCL or MOPNG debarring them from carrying on business dealings with the BPCL/MOPNG or serving a banning order by another Oil PSE. Offers not accompanied with a declaration shall be rejected. Any wrong declaration in this context shall make the Agency liable for action under this Holiday Listing procedure.

4. Revocation of Holiday Listing:

- 4.1. An order for Holiday Listing once passed for a certain specified period shall be revoked as under :
 - 4.1.1. An order for Holiday Listing passed for a certain specified period shall be revoked on the expiry of that specified period, subject to the Agency giving a request in writing clearly mentioning the corrective action which has already been taken / proposed to be taken, to avoid recurrence Specific order of revocation shall be issued by the

concerned Procurement Department Vendor Enlistment Committee, which had recommended the Holiday Listing , after considering the Vendor's request, with copy to the Nodal Department.

- 4.1.2. A Holiday Listing order may, on a review during its currency of operation, be revoked by the competent authority if it is of the opinion that the disability already suffered is adequate in the circumstances of the case, and the Agency has taken appropriate action to avoid recurrence.
