P&CS (MUMBAI REFINERY)

NOTICE INVITING TENDER FOR REFURBISHMENT OF CATHODIC PROTECTION SYSTEM

REQUEST FOR QUOTATION
CRFQ NO: 1000262695
E-TENDER REF: 15669
DUE DATE: 27.09.2016
REQUEST FOR QUOTATION CRFQ No.1000262695

E-TENDER NO:15669

1.0 INTRODUCTION

The bids are invited through E-tendering platform under two-bid system (i.e. Part 1 - Techno-commercial/Un priced Bid & Part 2 - Priced Bid) as outlined below. Bidders can download the complete set of tender documents from, our website at e-procurement platform BPCL E-Procurement website https://bpcleproc.in, maintained by M/s. E-procurement Technologies Ltd. and on Government website http://eprocure.gov.in/cppp/relatedlnks.

(Contact persons: Mrs. Kala Gopal (P&CS) Phone: 0091-22-25524270 / Mr. U.S.N Bhat, Chief Manager (P & CS) Phone: 0091-22-25533265).

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TENDER FOR REFURBISHMENT OF CATHODIC PROTECTION SYSTEM AT MUMBAI REFINERY

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

2. We intend to line up contract for REFURBISHMENT OF CATHODIC PROTECTION SYSTEM AT MUMBAI REFINERY. We are pleased to invite the BIDS for the above mentioned job, as per tender specifications.

3. EARNEST MONEY DEPOSIT (EMD):

   EMD of amount as mentioned below as applicable is required to be submitted, in physical form at our office in a sealed cover addressed to Chief Manager P&CS, with following boldly super-scribed on the cover/ envelope:
   
   i. CRFQ Number:  
   ii. Item:  
   iii. Closing Date/Time:  
   iv. Name of the Bidder:  

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<td>REFURBISHMENT OF CATHODIC PROTECTION SYSTEM AT MUMBAI REFINERY</td>
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   The BIDDERS shall ensure that the EMD in the form of Bank Guarantee, drawn in favor of “Bharat Petroleum Corporation Limited”, payable at Mumbai, from any Branch of Indian Nationalized Banks. It should be delivered to Chief Manager P&CS or sent by Registered Post / Couriered to the following address so as to reach on or before the due date & time of the tender:

   P&CS Dept,  
   2nd floor, South Block, Admin Building  
   Mumbai Refinery,  
   Mahul, Mumbai-400 074.

   - BPCL will not be responsible for non-receipt of EMD due to postal delay/ loss in transit etc. Bid received without the EMD, if applicable, is liable to be rejected.

   - Scanned copy of EMD shall be uploaded on BPCL E-Procurement website and later shall be sent to above mentioned address before due date of the tender.

   - EMD shall be valid for period of 3 months from the date of submission of bids.

   - EMD shall be applicable for REGISTERED as well as NON REGISTERED bidders of BPCL.

4. 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, are exempted from payment of Earnest Money provided -

   - Vendor have to upload the necessary document as mentioned above to claim exemption of Earnest Money Deposit.
5. **EMD FOREFEITURE AND RETURN OF EMD:**

i. EMD submitted shall be returned on finalization of the order. No interest on this EMD is payable.

ii. **EMD will be forfeited in the event of:**

   1. Withdrawal of offer while the offer is under consideration during the offer validity period.
   2. Bidder not accepting our Purchase Order, if placed without prejudice to our rights to recover damages on account of breach of contract.
   3. 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.
   4. Any unilateral revision made by the Bidder during the validity period of the offer.

6. This is a **TWO-PART-BID** Tender You shall submit / upload your bid along with all required documents, on or before the due date specified on BPCL E-Procurement website [https://bpcleproc.in](https://bpcleproc.in), maintained by M/s. E-procurement Technologies Ltd.

   For any assistance regarding online submission of bids on BPCL E-Procurement web site, you may contact Mr. Mahendra Hole on mobile no. 9920038902 on all working days (Mon - Fri) between 0900 hrs to 1700 hrs.

   BPCL support desk numbers for e-tendering is provided below:
   All India +91 79 4001 6816/6848/6844/6868
   Mumbai : 022 65354113 / 022 65595111.

7. The Techno-Commercial / Un-priced Bids shall be opened **27.09.2016 at 14:00 hours**

**PART – I : QUALIFICATION CRITERIA & TECHNO-COMMERCIAL (OTHER THAN PRICE) BID**

The attached tender document consists of the following Attachments:

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BPCL Mumbai Refinery is an ISO:50001:2011 certified Refinery and is focused on energy efficiency. In line with the same, all contractors providing services for BPCL Mumbai Refinery should preferably deploy energy efficient equipments such as energy efficient welding machines, LED / CFL temporary lighting and temporary window AC of BEE 4-star rating and above for execution of the work

Information pertaining to Bid Qualification, Technical, Techno-commercial & Other Details shall be filled, signed, stamped and uploaded on BPCL E-Procurement website under respective categories.
PART – II: PRICE BID.

- Vendors have to submit Prices directly on the E-Procurement website.

8. All the tender documents and Annexure and Price Bids shall be required to be duly signed and stamped 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.

OPENING OF BIDS: This being Two-Part-Bid, the Qualification Criteria and Techno-Commercial Bid will be opened first and evaluated. Bidder to note that qualification of bidder and evaluation of bid is being taken up simultaneously and therefore issue of TQ/CQ and or Techno-commercial discussions shall not be construed as the bidder is qualified.

BHARAT PETROLEUM CORP LTD,
MAINTENANCE DEPT.
2nd FLOOR, ANNEX. BLDG.
MUMBAI REFINERY, MAHUL CHEMBUR
MUMBAI 400 074

Please contact Mr. D.D. Sarkar, Ch. Maint. Manager (Elect.), for any technical queries on 2553 3152.

9. The vendors who are on BPCL’s Black /Holiday List will not be considered.

10. BPCL reserves the right to accept/ reject any or all the Offers at their sole discretion without assigning any reason whatsoever.

11. BPCL decision on any matter regarding Bid qualification of vendors shall be FINAL and any vendor shall not enter into correspondence with BPCL unless asked for.

12. BPCL would also consider information already available with them regarding Vendor’s Credentials.

13. BPCL may call for additional documents if required.

14. For clarifications if any, please feel free to contact us on 022 2552 4270 on any working day between 09.00 am to 4.00 pm.
Refurbishment of Cathodic protection system for six nos. of LPG bullets

BID QUALIFICATION CRITERIA

BQC CRITERIA:
The bidders who intend to participate in the tendering process shall meet all the following minimum requirements and only such bidders shall be pre qualified for techno commercial evaluation of the offers for both parts.

Technical / Financial Criteria:

1.1.1 Definition of the Bidder- Responsible for quoting the complete design, supply, installation and commissioning of cathodic protection system for LPG bullets and owning the single point overall responsibility for execution and completion of total job.

1.1.2 The entire refurbishment of cathodic protection system shall be designed and certified by NACE level four personnel. Bidder shall have at least one NACE level 4 person on company’s payroll and bidder shall submit the proof of the same along with the offer.

1.1.3 Bidder should have executed the job of design, supply, installation and commissioning of cathodic protection system for LPG bullets in a refinery or petrochemical plant in any of the seven preceding years ending last day of the month previous to the one in which applications are invited should be either of the following

- At least Three executed Purchase orders for similar job of value not less than ‘Rs 72 Lakhs’ excluding taxes & duties.

  OR

- At least Two executed Purchase orders for similar job of value not less than ‘Rs 90 Lakhs’ excluding taxes & duties.

  OR

- At least One executed Purchase order for similar job of value not less than ‘Rs 144 Lakhs’ excluding taxes & duties

1.1.4 The average annual turnover of the bidder during the preceding three financial years should be minimum ‘Rs 54 Lakhs’.

1.1.5 The Net worth of the bidder shall be positive as per latest audited annual report.

1.1.6 The Bidder shall not be on Holiday list of BPCL or MOP & NG or serving banning order by another Oil PSE.

The Bidder shall submit following documents along with Pre Qualification bid:

- Company profile indicating organization structure of bidding entity.
- Audited Profit and Loss account and Balance sheet for latest three preceding financial years.
- Purchase order copies with Completion certificate (As applicable).
To,
M/s. BPCL ESTIMATE
MUMBAI . India - 400038.
Ph:,Fax:.
Vendor Code:300648

REQUEST FOR QUOTATION

Collective RFQ Number/ Purchase Group
1000262695 / N11-ELECT/INST SERVICE

Contact person/Telephone
KALA GOPAL/25524270-4270
Fax : -
Email:iyerkg@bharatpetroleum.in

Our ref.:

RFQ No/Date: 6000964963 / 11.08.2016
Quotation Due Date/Time:27.09.2016/14:00:00

Material/Services required at:
M/s. BHARAT PETROLEUM CORPN. LTD
MUMBAI REFINERY
MAHUL,
MUMBAI - 400074
India

SUBJECT :  REFURBISHMENT OF CATHODIC PROTECTION SYSTEM

You are invited to quote online through BPCL E-Procurement website
https://bpcleproc.in  for above subject as per the enclosed Tender Documents.

VALIDITY : Your quotation shall be valid for period of 120 Days from the
Quotation due date indicated above.

SUBMISSION OF TENDER ONLINE:

You shall submit / upload your bid along with all required documents, on or
before the due date specified on BPCL E-Procurement website
https://bpcleproc.in. maintained by M/s. E-procurement Technologies Ltd.

For any assistance regarding online submission of bids on BPCL E-Procurement
web site, you may contact Mr. Mahendra Hole on mobile no. 9920038902  on all
working days(Mon - Fri) between 0900 hrs to 1700 hrs.

BPCL support desk numbers for e-tendering is provided below :
All India +91 79 4001 6816/6848/6844/6868

Hard copies of the bids shall not be submitted unless specially asked for by
BPCL.

DEVIAITION :

You are requested to have all your queries clarified before bidding. However,
if you still have deviations from our RFQ and the attachments (specifications / scope of work / Drawings ) etc. please indicate deviations in your offer in
a separate attachment titled 'DEVIAITIONS', appearing in Bid common
forms,giving reference to RFQ clause no. Deviations appearing in seperate
attachment titled 'DEVIAITIONS',appearing in Bid common forms, shall only be
considered while evaluating the offer. In case there are no deviations, please
submit "NIL DEVIATIONS". Deviations mentioned elsewhere shall not be
considered for evauation.
Your quoted rates shall be inclusive of all applicable taxes and duties except VAT and service tax which shall be quoted separately if applicable. Please note that submission of this FORM-A along with Technical / Unpriced Bid is mandatory. Form-A is to be submitted on-line with the technical / unpriced bid only. Your rates shall remain firm till completion of work. The applicability of service tax and VAT as a percentage rate on total quoted price shall be clearly mentioned in the Form A. If the information is not provided, it will be assumed that service tax and VAT is not applicable. No claim for the service tax and VAT will be entertained subsequently.

GROSS AMOUNT :

Kindly mention Gross amount in words & figures. All item rates shall be quoted in words also.

VALIDITY :

Your quotation shall be valid for period of 120 Days from the Quotation due date indicated above.

NEFT PAYMENT :

Payments to contractors etc. shall be made by National Electronic Fund Transfer (NEFT) only. Payment by cheque will be made only to those vendors whose bank is located in the city where NEFT payment facility is presently not available. Bids received from vendors who are not accepting the NEFT payment terms are likely to be rejected.

Clause regarding purchase preference to Public Sector Enterprises (Central/State) :

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.

Clause regarding EMD acceptance from NSIC/MSE units

Units registered with National Small Industries Corporation (NSIC) and/or Micro or small Enterprises (MSE) are however, exempted from payment of EMD subject to:

1. The unit being registered for the item tendered
2. Registration certificate being valid as on date of quotation

The photocopy of the valid NSIC registration certificate/review certificate duly attested by a gazetted officer/notorised and/or Valid MSE registration with any notified body specified by ministry of micro, small and medium enterprise.
enterprises should accompany the bid documents. Failing which such bid will be treated as bid received without EMD and liable to be rejected.

Clause regarding purchase preference to Micro and Small Enterprises:

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 Net Evaluated Price quoted by the said MSEs as compared to L1 Vendor at the time of evaluation of the price bid. Bidders claiming purchase preference as MSE need to submit the following documents:

a. Notarized copy of all the pages of the EM-II certificate issued by the appropriate authorities mentioned in the Public procurement policy of MSEs-2012.

b. Vendors' declaration on a duly notarized Rs.100 stamp paper stating that, in the event of award of contract, all the ordered supplies shall be made from the unit for which MSE certificate has been submitted.

The photocopy of the Valid MSE registration with any notified body specified by ministry of micro, small and medium enterprises should accompany the bid documents. Failing which no price preference will be considered in such cases.

The Net Evaluated Price is the all inclusive delivered price.

For Supply:

Net Evaluated Price = Quoted Basic Price + Excise duty + Freight + local taxes and duties+ Octroi Charges and /or entry tax less Cenvat Benefits on Excise and Input Tax Credit on VAT.

For Service:

[a] Pure Service

Net Evaluated Price = Quoted Basic Price + Service Tax less Set off on Service Tax. VAT.

[b] Composite Contract

Net Evaluated Price = Quoted Basic Price + Service Tax + VAT, if any less Set off on Service Tax and Input Tax Credit on VAT.

In case the charges like, freight, Octroi charges and/or entry tax are not indicated explicitly in the bid, BPCL will consider the standard % as deemed fit for estimation.
Taxes and duties shall be paid at actuals during the time of execution of the job.

OPENING OF TENDERS:

Bids (Technical Bid and Price Bid) will be opened on-line through BPCL e-procurement site.

Please submit the reply of point no.13 of special safety conditions along with techno-commercial bid.

Contractor must submit along with his tender:

a) Complete work injury records per year for the last three years &
b) Total man-hours worked per year for the last three years.
c) Safety assurance plan.

Quotation must clearly indicate the number of Supervisors & skilled or unskilled workers, which will be deployed for the job, from time to time during execution of the contract.

The above information will be taken into view during tender evaluation.

FOLLOWING DETAILS ARE MANDATORY TO MENTION IN YOUR OFFER:

A. PAN NUMBER:-

B. TYPE OF COMPANY :-

Please mention your 'Type of Company' correctly, out of following options :-

01 Partnership
02 Private Ltd.
03 Public Limited
04 Central PSU
05 State PSU
06 Individual
07 HUF
08 Sole Proprietorship Firm
09 Association of Persons (AOP)
10 Body of Individuals (BOI)
11 State Govt. Dept.
12 Central Govt. Dept.
13 Local Authority
14 Co-op Society
15 Trust

Also please mention whether your Unit/Company is registered with National Small Industries Corporation (NSIC) and/or Micro or small Enterprises (MSE): YES/NO
BPCL Mumbai Refinery is an ISO:50001:2011 certified Refinery and is focused on energy efficiency. In line with the same, all contractors providing services for BPCL Mumbai Refinery should preferably deploy energy efficient equipments such as energy efficient welding machines, LED / CFL temporary lighting and temporary window AC of BEE 4-star rating and above for execution of the work.

BPCL reserves the right to cancel this tender without assigning any reasons.

Note that BPCL reserves the right to split the contract between two or more parties fully or partially in the interest of the job.

In case of any further queries, please contact Mr. D.D. Sarkar, Ch. Maint. Manager (Elect.) on telephone no. 2553 3152 before submitting bids.

LIST OF ENCLOSURES:

1) GENERAL TERMS & CONDITIONS
2) ADDITIONAL GENERAL TERMS & CONDITIONS
3) SPECIAL SAFETY CONDITIONS
4) FINANCIAL DETERRENT FOR VIOLATION OF HSE
5) GENERAL CONTRACT CONDITIONS
6) ENERGY POLICY
7) QHSE POLICY
8) HOLIDAY LISTING POLICY
9) INTEGRITY PACT
10) EARNEST MONEY DEPOSIT

FORM 'A'

QUOTATION EXCLUDING VAT (NEW FORM-A)
Bidder shall quote rate inclusive of all taxes and duties except VAT (WCT) and service tax. BPCL shall pay VAT (WCT) and service tax extra as per prevailing rates. PLEASE NOTE THAT REGISTRATION FOR SERVICE TAX AND VAT IS MANDATORY. IN ABSENCE OF REGISTRATION WITH SERVICE TAX AND VAT AUTHORITY YOUR OFFER WILL REMAIN INVALID AND WILL NOT BE CONSIDERED FOR EVALUATION. Please note that submission of this FORM-A along with Technical/Unpriced Bid is mandatory. FORM- A is to be attached with the technical/ unpriced bid only. Rate of service tax shall be indicated separately in Form- A. Bidder shall fill in Form-A with all details namely Service Tax Registration Number, Maharashtra VAT Reg No. (TIN No) along with the copy of registration certificate. All the invoices raised shall be "Tax Invoice" and shall in the manner set out under Section 86 of the Act, so as to ensure that Input Tax Credit could be availed by BPCL on payments to the Contractor.

INSTRUCTIONS FOR BIDDING:

I) Your offer shall be submitted in two parts viz.
a) Techno/Commercial Bid.
b) Price Bid.

Techno/Commercial bid shall have the following information details.
a) Technical deviation, if any.
b) Commercial deviation, if any, like taxes, duties etc.
c) Price Bid with prices Blanked off.
d) Any other relevant information.

II) Price Bid shall have only prices as per schedule of rates.

III) The prices should be valid for a period of 120 days from the due date of tender.

The tender should be submitted along with EMD in separate envelope. Please note that EMD should not be enclosed together with price or un-priced bids. It should be submitted in a separate envelope superscribing "EMD" for Tender No.CRFQ 1000262695 dated 11.08.2016 with due date of 27.09.2016.

* Value of EMD shall be Rs.100,000.00 (Rs. One lakh only)

* EMD can be in the form of Demand Draft drawn in favour of Bharat Petroleum Corporation Ltd., or it can be a Bank Guarantee from any scheduled Bank approved by Reserve Bank of India. The Bank Guarantee should be valid for six months from the due date of tender.

* No interest will be paid on EMD.

* If contractor commits any breach of terms & conditions of tender, EMD will be forfeited.

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SCOPE OF WORK :

Introduction of Existing Cathodic Protection System

M/s BPCL is operating a Refinery at Mahul Mumbai. BPCL has installed mounded storage bullets for storage of LPG & PROPANE. The mounded storage bullet was constructed in 2000-01 and the external surface of bullet is protected against...
corrosion by implementing Permanent impressed current Cathodic Protection
System in conjunction with protective coatings.
There are total 8 bullets; 6 for LPG and 2 for propane.
M/s PDIL approved design engineering for cathodic protection the design
package Doc # MLSF-2000/CT/01 Rev-2 specifies following parameters:

" The surface area of Each Bullet is 1440m2 for LPG Bullets and 1447m2 for
Propane
" The mounded storage bullet external surface is coal tar epoxy coated.
" Final Initial Protective Current requirement at end of Life - 18A / Bullet
" Mounded Storage Bullet isolated using Flange Isolation Kits at all flanges.
" Total length of Anodeflex-1500-01 installed is 503m/bullet.
" Number of Anodeflex Strings installed per bullet - 6Nos of 85meters.
" Anodeflex 1500 maximum current discharge capacity @52mA/m for 20years life
= (500m x 52mA/m)/1000 = 26A
" Anodeflex 1500 derated current discharge capacity @36mA/m for 30 years life
= (500m x 36mA/m)/1000 = 18A
" CPTR rating - DC 50V/75A/Bullet.

Observation
The CP System was commissioned and initial polarization of mounded bullets was
achieved at around 5 - 9 Amperes/Bullet. The entire length of mounded bullet
were protected within the window of (-) 1.1 V to (-) 0.85V wrt to Cu-CuSO4 in
the year 2000-01.

Failure Analysis
The Historical Monitoring Data collected indicates that the CP system
protective potentials deteriorated with time and the OFF polarised potentials
falls below the acceptable limit of (-) 0.85 to (-) 1.1 Volts wrt Cu-CuSO4
reference electrode.

The protective current history indicates that there was a rise in protective
current requirement to achieve acceptable limit of protective potentials. The
maximum protective current per bullet recorded is between 15A to 25A.

Each Bullet was installed with 500m of Anodeflex-1500-01 which has maximum
maximum current discharge capacity @52mA/m for 20years life (500m x
52mA/m)1000 = 26A

Considering requirement of 30 years design life each bullet installed with
500m of Anodeflex 1500 is derated for current discharge capacity @36mA/m for
30 years life = (500m x 36mA/m)1000 = 18A.
The above calculation indicates that ANODEFLEX should perform for design life
of 20 years at maximum rated capacity catering 26A of protective current.
Premature failure of ANODFLEX below the current discharge capacity needs to be
investigated.
The CP System O&M data interpretation indicates gradual failure of Anodeflex
Strings leading to non achievement of required bullet to soil potentials
within the acceptable limit of (-)0.85 to (-)1.2V wrt to Cu/CuSO4 reference
electrode.
The anode current discharge data collected during O&M indicates that more than 60% of anode circuits out of 96 feed points are open loop and discharges zero current.
All 6Nos Anodeflex strings have failed and continuity between two ends of anodeflex feed cables shows open circuit for bullets 3 & 6.

Brief Scope of work:
Vendor has to design, supply all material, install and commission new refurbished cathodic protection system for two number of LPG bullets. Vendor has to note that rectification of the CP system has to be carried out in running condition in such a way that there shall not be any damage to the LPG vessels or the cathodic protection system of other vessels. Mound of the LPG vessel will not be opened for doing this job.

Detailed Scope of Work for Item No#10:
The scope includes design, engineering, supply of material, quality control, inspection, testing & commissioning of new refurbished Cathodic Protection System for mitigation of corrosion on external surface of six number Mounded Storage Bullet in contact with sand backfill.
The new system should be designed in such a way that it should have a minimum life of 30 years and should be able to protect the entire portion of these two bullets.
The proposed scope of services will consists of the following:
1) Engineering services including pre-design survey, detailed design, installation details, inspection procedure, quality control plan, testing procedure and materials data sheet.
2) Supply of all cathodic protection materials including anodes as per design.
3) Installation of all the cathodic protection materials
4) Inspection and testing throughout the installation work.
5) Testing and Commissioning of CP Systems following installation.
The scope of work for cathodic protection is to provide impressed current cathodic protection (ICCP) of six number mounded storage bullets as listed below:
Bullet No:- 01,02,04,05,07,08
Diameter :- Eight Meters
Length :- 76.56 Meters

Compliance Statement:
Technical proposal shall fully comply with the requirements of the enquiry and with the NACE international codes and industry standards for cathodic protection.

TECHNICAL DETAILS:
a) Engineering Services- Vendor will prepare a comprehensive design package. This package will include the following:
1) Design. Submission of all design documents. The design should confirm to NACERP-0169. The same should be mentioned in design documents.
2) All CP Drawings
3) Materials data submission
4) Installation Procedures and Check Lists
5) Commissioning Procedures and Check Lists
6) Quality control plan.

b) Installation-
Proposal shall includes installation of all the material for ICCP anode system.

c) System Testing and Commissioning-
Vendor will test and commission the systems.

The testing will include the following:
Testing and Pre-commissioning:
1) Native structure to soil potential measurement.
2) Electrical continuity.
3) Resistance measurement.

Final Commissioning:
Measuring Structure-to-Soil Potentials at all points by approved method.

Design Protection Criteria
A minimum structure-to-soil on potential shall be -850mV with reference to a copper / copper sulphate (Cu/CuSO4) reference electrode.

Cathodic Protection System Description
Impressed Current Cathodic Protection system: The cathodic protection of the mounded storage bullets will be by means of MMO Tubular anodes distributed to achieve uniform current distribution for a design life of 30 years. The CP system will comprise of monitoring facility using copper-copper sulphate reference electrode.

The anode quantity for each area should be as per the design. The anode spacing has to be worked out for each section by dividing the total running length within an anode quantity.

The installation of the anodes, permanent reference electrodes & soil access tube shall be in vertical bore holes / augered hole as required. Each anode and reference electrode tail cable shall run over the top of respective LPG mounded bullet soil in GI conduit OR cable tray and gets dropped down along the wall up to the JBs as required.

CP SYSTEM REFURBISHMENT:
The existing CP System needs to be refurbished by installing new distributed anode and retaining full current discharge capacity as per design rating.
considering incidental structures. The additional installation of anodes and reference electrodes needs to be carried out as per designed rating and distribution of protective current within the mound.

The refurbished CP system shall be designed considering 100% incidental structures and 50% coating breakdown at end of life. The CP System refurbishment design should be carried such that the new ICCP system shall be fail safe for operating life of 30 years.

SUPPLY & INSTALLATION OF CP EQUIPMENT AND MATERIAL:

All Junction boxes required to be installed in classified area shall satisfy all requirements dictated by the hazard classification of area i.e. gas group IIA and IIB.

It will be ensured that manufacturer of installed electrical equipments, incorporates all statutory safety provisions. Electrical equipment and materials for use in hazardous shall be certified by an approved certifying authority such as PESO/CIMFR/CMRS.

The material datasheet for major CP material is listed as follows:

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Anode Junction Boxes - Explosion Proof</td>
<td>Appendix - A</td>
</tr>
<tr>
<td>2</td>
<td>Test Stations - Explosion Proof</td>
<td>Appendix - B</td>
</tr>
<tr>
<td>3</td>
<td>Cathodic Protection Cables</td>
<td>Appendix - C</td>
</tr>
<tr>
<td>4</td>
<td>Permanent Reference Electrodes-Cu/CuSO4</td>
<td>Appendix - D</td>
</tr>
<tr>
<td>5</td>
<td>Permanent Reference Electrodes - Zinc</td>
<td>Appendix - E</td>
</tr>
<tr>
<td>6</td>
<td>Mixed Metal Oxide anode 25mmX1500mm</td>
<td>Appendix - F</td>
</tr>
<tr>
<td>7</td>
<td>Calcined Petroleum Coke breeze</td>
<td>Appendix - G</td>
</tr>
<tr>
<td>8</td>
<td>Anode Casing Pipe 4&quot; NB Mild Steel</td>
<td>Appendix - H</td>
</tr>
</tbody>
</table>

APPENDIX-A : ANODE JUNCTION BOX - CLASSIFIED TYPE DATA SHEET

Enclosure : Cast aluminium alloy enclosure. Door and box fastened by captive lid screws in stainless steel. The cover has pair of hinges made of stainless steel.

Seal : Tongue and groove system with neoprene gasket.

Mounting of Enclosure : Free standing structure fabricated from MS angle / channel structure with cable entry pipes, hot dipped galvanized and painted.

Colour : Yellow

Enclosure Degree of Protection (IS -13346) : Explosion proof certified for Zone-1 areas. IP55 suitable for outdoor installation with canopy

Bus-Bar : Tinned copper - 25 mm x 5mm thick

Internal Terminal Plate : Insulated GRP terminal plate - 6mm thickness.

Hardware and Terminals : Stainless steel

Cable Entries : Bottom / Sides Size & No. of In-coming Cables 02 Nos. - 1C x 25 mm2 Cu, ARM Anode header cable Size & No. of Out Going Cables 30 Nos. - 1C x 10 mm2 Cu, UA Anode tail cable

Cable Gland : Explosion Proof Double compression nickel plated brass cable glands with rubber boots.
Earthing: Two earthing points shall be provided for external earth connection.

APPENDIX - B : TEST STATION JUNCTION BOX - CLASSIFIED TYPE DATA SHEET

Number of Reference Electrode: Minimum eight reference electrodes and 2 spare reference electrode shall be given.

Enclosure: Cast aluminium alloy enclosure. Door and box fastened by captive lid screws in stainless steel. The cover has pair of hinges made of stainless steel.

Seal: Tongue and groove system with neoprene gasket.

Mounting of Enclosure: Free standing structure fabricated from MS angle/channel structure with cable entry pipes, hot dipped galvanized and painted.

Colour: Yellow

Enclosure Degree of Protection (IS -13346): Explosion proof certified for Zone-1 areas. IP55 suitable for outdoor installation with canopy.

Internal Terminal Plate: Insulated GRP terminal plate - 6mm thickness.

Hardware and Terminals: Stainless steel

Cable Entries: Bottom / Sides Size & No. of In-coming Cables: 20 Nos. - 1C x 6 mm2 Cu, UA Ref electrode tail cable

Size & No. of Out Going Cables: 01 Nos. - 24C x 1.5 mm2 Cu, Armoured monitoring Cable

Cable Gland: Explosion Proof Double compression nickel plated brass cable glands with rubber boots.

Earthing: Two earthing points shall be provided for external earth connection.

APPENDIX - C : PERMANENT REFERENCE ELECTRODE Cu-CuSO4 DATA SHEET

Type Designation: Permanent Cu-CuSO4 reference electrode

Quantity: Minimum eight and two shall be given as spare per bullet

Design Life: 30 Years

Electrode: Electrolytic copper - 99.9% rod

Electrolyte: Saturated copper sulphate

Sensing Membrane: Ceramic

End Sealing: Epoxy Dobefil 60 + 758 Hardener

Cable Termination: Directly connected and encapsulated by Dobefil 60 + 758 Hardener

Outer Diameter: 38 mm + 10%

Length: 180mm + 10%

Potentials: (+) 62mV +10mV wrt to Standard Calomel Reference

Accuracy: +5mV at 3uA load @ 25 Deg C

Operating Temperature Limit: 5 Deg C to 65 Deg C

Type Identification: Yellow End Cap

Shelf Life: Indefinite

Tail Cable Standard Lengths: As per Site Requirement

APPENDIX - D : PERMANENT REFERENCE ELECTRODE ZINC DATA SHEET

Type Designation: Permanent Zinc Reference Electrode

Quantity: As per design but minimum two per bullet.
Design Life : 30 Years
Electrode : Electrolytic Zinc - 99.9% Min
End Sealing : Epoxy Dobefil 60 + 758 Hardener
Cable Termination : Directly connected and encapsulated by Dobefil 60 + 758 Hardener
Size : 35mm x 35mm + 10%
Length : 150mm +10%
Potentials : (-)1.0V wrt to Standard Calomel Reference
Operating Temperature Limit : 5 Deg C to 65 Deg C
Shelf Life : Indefinite
Tail Cable Standard Lengths : As per Site Requirement

APPENDIX - E : CP CABLES DATA SHEET

Anode Tail Cable :
Conductor Size - 10mm2
No of core-Single
Conductor-Stranded Cooper
Insulation-0.5mm(+/-)10 percent
Sheathing-1.4mm(+/-)10 percent
Sheath color-red
Protection-Unarmoured Insulation voltage grade-650V

Insulation Voltage Grade - 650V

Positive & Negative Header Cable. : Conductor Size - 25mm2
Conductor - Stranded Copper
No of Cores - Single
Insulation - XLPE
Sheathing PVC
Sheath Color - RED
Protection - SWA/PVC (GI Armoured)
Insulation Voltage Grade-650V

Pipeline Measurement & Cu-CuSO4Reference Electrode tail Cable.
Conductor Size - 6mm2
Conductor - Stranded Copper
No of Cores - Single
Insulation - PVC
Sheathing PVC
Sheath Color - YELLOW
Protection - Un-armored
Insulation Voltage Grade - 650V

Monitoring Cable.
Conductor Size - 1.5mm2
Conductor - Stranded Copper
No of Cores - 24
Insulation - PVC
Sheathing PVC
Sheath Color - BLACK  
Protection - Un-armored  
Insulation Voltage Grade - 650V  

General Note: All cables outer sheath shall be FRLS. The cable shall have markings for size, voltage grade, ISI number and year of manufacture.

APPENDIX - F: MIXED METAL OXIDE ANODE

Anode Base Material: Titanium Tube - ASTM Grade - I / II (SEAMLESS TUBE)  
Design Life: 30 Years  
Anode Diameter: 25.4mm / 1in OD + 5%  
Anode Length: 1500mm  
Anode Operating Current Density: 8 Ampere / m2 in Sand Backfill  
Anode Current Output: 1 Ampere in Direct Sand  
Anode Consumption Rate: 1 - 2 mg / Amp- Yr  
Anode Design Life at Maximum Output: 30 years  
Anode Coating: Mixed Metal Oxide  
Anode Tail Cable Conductor: Copper  
Anode Tail Cable Cross Section: 10mm2 (Red)  
Anode Tail Cable Primary Insulation: KYNAR, Insulation thickness 0.5mm +10%  
Anode Tail Cable Secondary Insulation: HMWPE, Insulation Thickness 1.4mm +10%  
Anode to cable Connection: End Connected, Crimped Cable Connection.  
Anode tail cable length: As Reqd

APPENDIX - G: CALCINED PETROLEUM COKE BREEZE

Type Designation: Calcined Petroleum Coke Breeze  
Chemical Composition: Fixed Carbon 97.99% (Max)  
VM 0.5% (Max)  
Ash 0.6% (Max)  
Sulphur 3.0% (Max)  
Real Density: 2.03gms/cc (min)  
Bulk Density: (-10+20mesh BSS) 0.8gms/cc (Min)  
Porosity: 18-22%  
Resistivity Ohm-in: 0.07(Max) at 150PSI  
Particle Size: 0-1mm Dust Free

APPENDIX - H: ANODE CASING PIPE 4" NB MILD STEEL

Diameter: 4in 'C' Class  
Material Properties: Mild Steel As per IS Standard

BILL OF MATERIAL:
The expected bill of material required for complete installation of CP system is listed with recommended vendors. However the vendor has to check the bill of material required as per his design and supply the same.

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Material Description</th>
<th>Unit Per Bullet</th>
<th>Quantity</th>
<th>Recommended Manufacturer</th>
</tr>
</thead>
</table>

RFQ Number :6000964963  
Date : 11.08.2016  
To:M/s. BPCL ESTIMATE MUMBAI - 400038 India (300648)
01 Anode Junction Box (Explosion proof) Nos 2 FCG / HITECH /  
02 Test Station (Explosion proof) Nos 1 FLEXPRO/ BALLIGA  
03 Permanent Reference Electrode - Cu/CuSO4 Nos - Minimum eight and two shall be given as spare per bullet  
AES/CS/BORIN  
04 Permanent Reference Electrode - Zinc One no. per bullet. AES/CS/BORIN  
05 Anode Tail Cable -  
1C x 10sqmm Cu KYNAR HMWPE insulated/HMWPE Sheathed Meters 2000 RAVIN/NETCO/ SEPL/DELTRON/ POLYCAB/FINOLEX  
06 Reference Electrode Tail Cable-1C x 6sqmm Cu PVC/PVC UA Meters 2000 RAVIN/NETCO/ SEPL/DELTRON/ POLYCAB/FINOLEX  
07 Anode Header Cable -  
1C x 25sqmm Cu XLPE insulated/PVC Sheathed Arm Meters 150 RAVIN/NETCO/ SEPL/DELTRON/ POLYCAB/FINOLEX  
08 Monitoring Cable Cable -  
24C x 1.5sqmm Cu PVC insulated/PVC Sheathed Arm Meters 400 RAVIN/NETCO/ SEPL/DELTRON/ POLYCAB/FINOLEX  
09 Mixed Metal Oxide Anode 25mmOD x 1500mm long with derated current output of 1A/MMO Aode operating at 8A/m2 anode current density in sand with design life of 50 years Nos 60 ADVANCE ELECTRONIC SYSYEMS/ CORRPRO SYSTEMS/CERANODE USA  
10 Calcined Petroleum Coke Breeze-98% Carbon Content Kgs 2000 GOA CARBON / INDIA CARBON  
11 Anode Casing Pipe 4" NB Mild Steel Meters 180 ISI MAKE  

The Cable lengths etc are estimated and actual lengths shall be reconfirmed during detailed engineering.

ERECTON AND INSTALLATION PROCEDURE:  
The erection and installation of CP system erection should be carried out as per below mentioned installation procedures.

Installation of Junction Boxes:  
The junction boxes are used for grouping of cables and further extending header cable to the T/R Units. The junction box shall be mounted on the retaining wall of the mound or shall be free standing on a support structure. The junction box installation involves following steps:  
STEP 1 - Identify the location for mounting the junction box on the retaining wall or Free Standing Structure.  
STEP 2 - Install the frame on structure / Support Stand for mounting the junction box.  
STEP 3 - Mount the junction box on the frame / Stand  
STEP 4 - Terminate cables to Junction box using lugs through cable glands.  
STEP 5 - Identification Tag No is to be provided on each core of the cable.
STEP 6 - Identification Tag No is to be painted on Junction box.

Laying of Cables:
The cables are laid in Soil at a depth of 0.9 Meter in sand bed with brick cover. Laying of cables involves following steps:
STEP 1 Prepare the cable layout drawing/route and measure the actual length of cables.
STEP 2 Laying of the cables in trench at minimum depth of 0.9m as per approved drawing and cover it with sand and brick.
STEP 3 Cables should be terminated using lugs through cable glands.
STEP 4 Cable Identification Tag No. is to be done at all bends and ever 30M.

Installation of Anode:
The Anode is to be installed at a distance from the surface of the bullet in sand cushion. The typical anode installation involves following steps:
STEP 1 -Mark the locations of anode placement.
STEP 2 -Necessary bore holes for vertical anode bed done by hand auguring.
STEP 3 -110mm dia x 3.5mm thick or size as per design, MS casing pipe should be lowered.
STEP 4 -One Nos. uncanistered MMO tubular anode complete with anode lead cable shall be lowered centrally in each borehole. To ensure that anodes are located centrally in each borehole, each anode shall be fitted with a non-metallic centralizer.
STEP 5 -Annular space between casing pipe anodes as well as between casing pipe & bore hole shall be filled with Petroleum grade coke breeze.
STEP 6 -After back filling with coke breeze making of RCC pit for anode beds need to be done.
STEP 7 -The anode bed No. should be engraved and stenciled using paint on RCC pit cover/M.S. cap. All Anode lead cables shall be terminated inside the respective Anode lead junction box.

Installation of Reference Electrodes:
The reference electrodes shall be suitably placed as per configuration at a distance of 500~300 mm from the bullet plate. The typical reference electrode installation involves following steps:
STEP 1- Mark the locations of reference electrode placement.
STEP 2- Necessary bore holes done by hand auguring at depth of 3M or 5M.
STEP 3- Moist the reference electrodes up to 04 hours before installing.
STEP 4- Lower the reference electrode with connecting cable in augur.
STEP 5- Place the Reference Electrode and extend the cable to Reference Junction box.

QUALITY PLAN:
The quality plan is to be established to meet the contractual requirement for material and installation of cathodic protection of mounded bullet.

TESTING AND COMMISSIONING:
The minimum shop testing and inspection requirements for all components / equipment shall confirm to requirements as defined in the relevant material specification, data sheets, codes and standards. Test certificates including test records, performance curves etc., shall be furnished with equipment / material delivered at site.

FIELD TESTING AND COMMISSIONING:
CP System testing at site shall be carried out as per the detailed field testing and commissioning procedures. Field testing shall include but not be limited to the following:
Pre-commissioning operations after completion of installation of the system including all pre commissioning checks, setting of all equipment, control and protective devices. Before the electrical facilities are put into operation, necessary tests shall be carried out to establish that all equipment, devices, wiring and connection have been correctly installed, connected and are in good working condition as intended for the required operation.

NOTE- The design , installation and commissioning of the CP system shall be as per NACERP-0169.

AS-BUILT DOCUMENTATION
All As Built drawings / Material Specifications / Data Sheets / Manuals / Procedures / Test Results shall be submitted on completion of project with identification of each document by a number and descriptive title and schedule date. Six sets of operation and maintenance manual and six sets of As-built drawings, incorporating all changes with respect to approved drawings, will be furnished on completion of work.

DRAWINGS LIST:
1) Longitudinal Details of Mound typical Layout of MMO anode & Reference Electrode.
2) Typical Electrical Connection Layout for Bullet.
3) Plot Plan showing Equipment Layout.

Guarantee :- Vendor shall provide the comprehensive guarantee for all the material and workmanship provided for installation and commissioning of the CP system. Any problem with the CP system within 30 years shall be attended at free of cost.

TERMS AND CONDITIONS :
1) All required skilled labour, tools, tackles and materials required for Refurbishment (dismantling, repairing, installation and commissioning) of the C.P. system shall be carried out as per the standard procedure. The job shall be supervised by competent Supervisor.

2) The Contractor shall quote on Lumpsum basis for Item No#10
3) To and fro transportation including any octroi is in vendor's scope.

4) The vendor shall guarantee the performance of the spares supplied and workmanship of the job for a period of 12 months after successful commissioning. After commissioning of the entire system successfully, every month the Vendor has to come and take the reading in presence of M/s BPCL technician and check the performance of the Cathodic protection system. In case of failure of any equipment/system within 12 months, vendor has to replace the same free of cost (includes supply, installation and commissioning).

5) Vendor shall arrange to remove all scrap and debris generated and shall ensure the area is kept clean.

6) Vendor shall arrange for Entry Pass for working inside the Refinery, after fulfilling all necessary safety and security procedures.

7) Vendor shall ensure that the job shall be carried strictly as per the safety norms of the Refinery and all the persons are provided are equipped with the basic personal protective equipments and medically fit for this labour oriented job.

8) All materials, tools, tackles, etc. brought inside the Refinery are through proper challans duly endorsed and computerized entry on the name of Maintenance E&I dept. by the BPCL (R) Security. Vendor shall be allowed to enter the Refinery only after meeting the security requirements of BPCL.

9) All materials, consumables, etc. required for satisfactory completion of the job shall be supplied by the contractor.

10) No material, equipment or manpower for completing this job will be provided by BPCL.

11) The contractor shall ensure and match the working hours of their manpower with BPCL working time i.e. 07.45 a.m. to 16.15 p.m.

12) No canteen facility is available for contractors.

PAYMENT TERMS:

10% of PO value against submission and approval of all the drawings.
50% of PO value against supply of materials.
30% of PO value against installation of all the material.
10% of PO value against commissioning of the entire system.

10% of the amount will be retained as performance guarantee and will be released after guarantee period is over. However this amount can be released upon submission of bank guarantee of equivalent amount.

COMPLETION PERIOD:

RFQ Number: 6000964963
Date: 11.08.2016
To: M/s. BPCL ESTIMATE MUMBAI - 400038 India (300648)
Design of ICCP system: Within one month from the date of award of purchase order.
Supply of all Material: Within three months from the date of award purchase order.
Installation, testing and Commissioning: Within eight months from the date of award of purchase order.

10 % retention clause shall be applicable as per Memorandum of Agreement.
LD clause shall be applicable as per Memorandum of Agreement.

<table>
<thead>
<tr>
<th>Item</th>
<th>Material Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Delivery date</th>
<th>Unit Basic Rate (in Figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>00010</td>
<td>Refurbishment of Cathodic protection syst</td>
<td>30.09.2017</td>
<td>10</td>
<td>89002280</td>
<td>MECH GEN REPAIR EQUIPMENT/PART (each)</td>
</tr>
</tbody>
</table>

The item 00010 covers the following services:

Repairing of equipments/part of the equipment or facilities as detailed in the scope of work.

Please ignore the above text.
The job involves refurbishment/repairing of impressed current cathodic protection system (ICCP) for six numbers of LPG mounded bullets in BPCL Mumbai refinery as per details given in scope of work. The bullets number are V01,V02,V04,V05,V07,V08 each having 8m diameter and length 76.56m.

Service Item 10: Unit basic rate in words __________________________________________________________________________

Service Tax% ______________  VAT% ______________  CST% ______________

Grand Total (inclusive of all taxes, duties/charges etc)

In figure:

In Words:

RFQ Number : 6000964963
Date : 11.08.2016
To: M/s. BPCL ESTIMATE MUMBAI - 400038 India (300648)
**Important Notice**

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>Quotation received after due date will not be entertained</td>
</tr>
<tr>
<td>002</td>
<td>Your quotation must specify exact amount or percentage discount, Excise, S.T., Charges, Transport, Packing &amp; forwarding, Octroi, etc. as applicable.</td>
</tr>
<tr>
<td>003</td>
<td>In case you are unable to quote, kindly send the quotation with a regret for our records. Non-receipt of a regret will adversely affect your vendor rating.</td>
</tr>
<tr>
<td>004</td>
<td>No quotation will be accepted without your rubber stamp and signature.</td>
</tr>
<tr>
<td>005</td>
<td>Your quotation must be strictly in enclosed envelope indicating Collective RFQ No., RFQ No. and due date.</td>
</tr>
<tr>
<td>006</td>
<td>For all future correspondences please mention the vendor code Collective RFQ Number &amp; RFQ Number.</td>
</tr>
<tr>
<td>007</td>
<td>Retention Money 10% shall stand deducted from each and every running bill submitted in the event of contract is awarded.</td>
</tr>
</tbody>
</table>

**LIST OF ENCLOSURES**
To:M/s. BPCL ESTIMATE MUMBAI - 400038 India (300648)

--------Tear off Portion to be pasted on the envelope containing offer----------

Collective RFQ No. : 1000262695

Our Reference: Due Date : 27.09.2016
RFQ No. : 6000964963 Due Time : 14:00:00
Subject:

To,

BHARAT PETROLEUM CORPORATION LTD-MUMBAI REFINERY
P & CS DEPT .SOUTH BLOCK, 2ND FLOOR,
MAHUL, CHEMBUR,
MUMBAI
400074

Purchase Group : N11-ELECT/INST SERVICE
ALL THE CONTRACTORS ARE REQUIRED TO:

1. Enter into an agreement with BPCL as per the 'Memorandum of Agreement' attached with the tender document, in case of the award of the contract.

2. Abide by the Safety Regulations of our Refinery and in particular as mentioned in the booklet, General Fire and Safety Regulations - Part II (Latest Revision) as well as to ensure that safety equipment as stipulated in the Factories Act (Latest Revision) are used by their employees during the execution of the work. Failure to use safety equipment as required by our site supervisor will be a sufficient reason for cancellation of the contract. Also all site work may be suspended if it is found that the workmen are employing unsafe working practice and all the costs / losses incurred due to suspension of work shall be borne by the contractor.

3. Hold BPCL harmless and indemnified from and against all claims, cost and charges under Workmen's Compensation Act, 1923 and 1933 and any amendment thereof and the contractor shall be solely responsible for the same.

4. Take at all times due and proper precautions against accident and injury to any of the workers or to any person or persons or property whether arising from or occasioned by your operations or otherwise and shall forthwith repair, make good and defray any damage, loss, cost or charge which may have be occasioned to the works or to the Company or to any person or persons or property injuriously affected thereby and shall be indemnified and save harmless and keep indemnified the company from and against all actions, suits, proceedings, claim and demands whatsoever by reason or on account thereof.

5. Abide by the 'Procedure governing entry / exit of contractor's personnel within Refinery premises. All the contractors employees shall be permitted to enter only on displaying of authorised photopasses issued by BPCL against requests made by the contractor.

6. Observe the timings of work as advised by BPCL Engineer-In-Charge for carrying out the contract work.

7. Remove grass / shrubs wherever required to carry out the work in a safe manner.

8. Clear the site on daily basis and cart away all debris / rubbish generated from the work, outside the Refinery and dispose it off without giving any impact to environment & rise to any complaints from local, Municipal or Government Authorities. The final bill will be passed for payment only after submission of Gate Pass for debris removed outside the Refinery for disposal.

9. Submit material incoming challans duly stamped by BPCL Security Staff at Main Gate to the concerned Dept. for material procured and brought inside by the contractors.

10. Prepare a sign board giving the following information and display it near the work site:

   a. Name of Contractor
   b. Job Description in short
   c. Date of start of job
   d. Dates of expected completion
   e. Name of BPCL Supervisor

11. Return all the fire / safety and any other equipment taken on loan for executing the work to respective department, immediately, on completion of work.
12. Note that the entire contract work must be completed within the stipulated completion period as specified in the tender / contract documents. In case of failure, the liquidated damages clause as per the Memorandum of Agreement shall be applicable as specified in the contract documents.

13. Not to engage sub-contractor or sublet any part of the contract work without specific approval from BPCL.

14. Note that in case of failure of the contractor to carry out the work as per the terms and conditions of the contract, BPCL reserves the right to terminate the contract and / or get the work completed by engaging another agency at the risk and cost of the original contractor.

15. Vacate the space / shed allotted for the purpose of carrying out work as per the contract, immediately after completion of work and hand over the same to BPCL Engineer-In-Charge in clean condition.

16. Remove all the construction equipment / materials brought inside Refinery for carrying out the contract work immediately after completion of the work, outside Refinery premises as no storage of such item is allowed inside the Refinery.

17. Note that all the rates / prices as agreed at the time of award of contract shall remain firm during the entire period of contract and till all the contract work, is completed and no escalation in prices shall be granted on account of any reason. Also the quoted item rates shall be inclusive of all applicable taxes and duties at prevailing rates.

18. Confirm the rates of recovery for all the materials issued from BPCL Warehouse on chargeable basis before submitting Material Issue Voucher, specially if the same is not indicated in the contract document.

19. Note that BPCL reserves the right to split the contract between two or more parties fully or partly in the interest of the job.

20. Supply the material as per the tender / contract documents and keep account of all the materials issued by BPCL as per contract to carry out final material reconciliation after completion of work. Any shortages / losses / wastages shall be charged to the contractor if they fail to reconcile all the material issued by BPCL.

21. Note that bills will be paid on the basis of actual executed quantities of work items after due certification of BPCL Engineer-In-Charge. The quantities indicated in the tender / contract documents are only estimated and shall not form basis for payment.

22. Obtain advance permission from the Engineer-In-Charge in writing for carrying out work on Sundays, holidays or working late hours beyond normal working time.

23. Be fully responsible for the identity, conduct and integrity of the personnel / workers engaged by you for carrying out the contract work and ensure that none of them are ever engaged in any anti-national activity.

24. Understand the job fully by visiting the site, if necessary, and discussing with the concerned BPCL Engineer regarding details of the job, before submitting the offers.

25. Abide by the rules and regulations existing during the contract period as applicable for the contractors at BPCL Refinery.

26. Have valid PUC Certificate for all vehicles used inside the refinery premises by the Contractor for execution of the contract work.
SPECIAL SAFETY CONDITIONS
(ESSENTIAL REQUIREMENT)

SAFETY CONDITIONS APPLICABLE TO ALL WORKS CARRIED OUT IN THE
REFINERY BY CONSULTANTS, CONTRACTORS OR OTHER THIRD PARTIES

1. COMPLIANCE WITH STATUTORY REQUIREMENT

Consultants, contractors or other third parties working in the refinery shall abide by :-

a) The safety regulations of the Refinery as mentioned in the ‘Fire and Safety Regulations’
   (Latest Revision)

b) All requirements under The Factories Act 1948 and the rules framed thereunder in
   the Maharashtra Factories Rules 1963 including all amendments thereto.

c) Applicable Environment Regulations in force and also the systems and procedures
   in the refinery related to environment.

2. QUALIFICATION AND EXPERIENCE OF MANPOWER TO BE DEPLOYED

Contractors shall deploy only experienced and qualified supervisors and workmen, who are well
conversant with the safety & environment regulations in the refinery.

The minimum qualification requirements of supervisors for field jobs (other than office jobs,
grass cutting, housekeeping, general cleaning jobs etc.) shall be :

- Diploma in relevant branch of engineering with 3 years experience or

- SSC + ITI in the relevant field with 10 years experience.

Also supervisors shall have sufficient knowledge of English language to understand Safety
Permit System, work instructions, drawings and they should be able to assimilate the safety
training inputs provided by the refinery and successfully qualify in the tests.

Past experience must be for same type of job for which the supervisors would be engaged.

Contractors’ skilled workmen like riggers, scaffolders, welders, fitters, crane operators, other
specialized equipment operators like welding machine, power generators etc. must have
sufficient past experience and skills on relevant jobs. The Electricians to be deployed on the job
must have valid Wireman Licence.

All workmen must be capable of following instructions and training.

3. HEALTH ASSURANCE

Contractors will ensure that workers including Supervisors before deployment on the job,
are medically examined by a certified surgeon / Occupational Health Physician having
qualification of MBBS + AFIH as per Rule 73 V of Maharashtra Factories Rule 1963.
Only medically sound persons as certified by the above medical practitioner would be
allowed on the job. Workmen deployed on high risk jobs like working in confined
space, working at height, working under water, etc. must also be certified as medically
fit for such jobs.

The medical certificates older by more than six months will not be accepted.
Health Assurance certificates submitted by the contractors would be periodically checked
at random by the refinery doctors.

4. RESTRICTIONS IN USE OF MAN POWER AND NORMAL TIMINGS FOR WORK

Contractor shall put all efforts to deploy minimum manpower to execute the work
awarded to him in stipulated time by using modern techniques & mechanization.
Contractors deploying minimum manpower will be given due weight while renewing their
registration.
No contractor's employees shall normally work for more than 8 hours a day and not more than 48 hours in a week of seven days. After every 48 hours of working, all employees must get one full day's rest. The normal duty timings for contractor's employees shall be between 8.00 AM and 4.15 PM.

Contractor employees would not be allowed to work on Sundays and refinery holidays.

Any deviation from above shall be with express permission from the Engineer-in-charge.

5.0 TRAINING

5.1 Mandatory

Training in Fire and Safety is mandatory for all contractors' employees before start of any work in the refinery.

5.2 Training of Contractors, Proprietors, Partners, Directors and Managers

a) The proprietors, partners, directors or managers in-charge of the contractors who have ultimate responsibility for their work in the refinery must undergo a one day comprehensive safety familiarization programme.

b) This programme would be conducted once in a quarter by fire and safety department at fire station auditorium and the schedule shall be notified well in advance.

c) On completion of the programme a certificate of attendance will be issued to each participant which will be required for issue of refinery entry pass.

5.3 Supervisors' Training

a) Contractors' supervisors will have to undergo two days training on "Health, Safety and environment (HSE) in Refinery" followed by one day training on "Work Permit System".

b) At the end of each of the above two training modules, there will be a written test.

c) Passing certificates would be issued on the last day of the month to the supervisors who successfully pass these tests.

d) The Passing Certificate issued to a supervisor would remain valid for one year.

e) Refinery Entry Pass will not be issued to any supervisor without a valid Passing Certificate.

5.4 Workers' Training

a) Contractors workmen will have to undergo one day's class room training on "Safety in Refinery" before commencement of the job.

b) On completion of this training, "Certificate of Attendance" would be issued by safety section.

c) This "Certificate of Attendance" would remain valid for a period of one year.

d) Refinery Entry Pass would be issued only on production of this certificate.

5.5 Refresher Training

a) Supervisors workmen will be required to undergo refresher training from time to time as required by the safety section.

b) The coverage and methodology of the refresher training would be same as the initial training.
5.6 Administration of Training

a) The Refinery Fire and Safety Department shall conduct these mandatory training programmes at the Fire Station auditorium or any other venue as decided by BPCL, free of cost.

b) One three-day training programme around the middle of every month for supervisors and three one-day training programmes for workmen at an interval of 10 days will be conducted.

c) Notice giving schedule of exact dates of training for the current month would be issued to Maintenance Planning, Office Engineering & Construction, Contracts and Purchase and the Estates (P&A) by 25th of the previous month for notification to the contractors.

5.7 Contractors Responsibility for Training his employees

a) Contractor must ensure that all his supervisors have undergone safety training and keep documents of such training. He shall also ensure that each of his employees has received and understood from his supervisors necessary training on safety for working in the refinery.

b) Contractor must maintain records of training provided by him to his employees. Such records must clearly mention a) what training has been provided, b) date, time and duration of such training, c) who has provided the training, d) names of workers who attended such training etc.

c) The records maintained in the form of a register must be available for examination by the Engineer-in-charge or his representative who will sign on the register as a token of his approval.

d) The training provided by the contractor must be as frequent as possible but there should not be more than 15 days gap in between two training programmes.

e) The training provided by the contractor is expected to be on - the - job - training and must not be less than at least one hour duration. During such training, contractor must make himself present and facilitate the process of the training.

6. ISSUE OF REFINERY ENTRY PASS

On award of a contract and prior to commencement of work the Contractor must

a) Fill in the Form as per annexure-I attaching all necessary documents (viz. Bio-data as per Annexure - II, medical certificate, etc.) of each employee as mentioned in the form.

b) Submit the form to the engineer-in-charge and obtain his recommendation.

c) Thereafter, submit the form to IR department for Form V for obtaining labour licence.

d) Obtain labour licence and complete ESIC and PF related formalities.

e) Submit ESIC, PF and Labour Licence details to IR and obtain clearance from IR officer.

f) Submit the form duly cleared by the Engineer-in-charge and IR officer, to the Safety Officer.

g) Ensure completion of safety training by all supervisors and workmen, as per requirement as spelt out in Clause nos. 5.3 & 5.4 of these Conditions of Contract

h) Obtain clearance of the Safety Officer regarding completion of safety training.

i) Submit the form to CISF (at Refinery Main Gate) and obtain Refinery Entry Pass for those supervisors and workers who have been cleared by all agencies.
7. **OBLIGATION TO FOLLOW WORK PERMIT SYSTEM**

a) Do not carry out any work without a valid work permit issued by authorized persons in the refinery, as per Work Permit System.

b) After obtaining a valid work permit and before the actual commencement of the work, also obtain a clearance certificate from the officer of the unit/plant where the work is to be carried out.

c) Register permit and clearance at refinery fire station as required under the Work Permit System.

d) Comply with all the Fire/Safety/Excavation/Radiography permit conditions specified in the permit and the clearance.

a) Prepare a safety action plan specific to the work before starting the work. Also ensure that all supervisors and workers involved in the work, properly understand and follow the safety action plan.

f) Display permit / clearance at site for checking, by refinery officials whenever required.

8. **REQUIREMENT OF SUPERVISION**

a) Contractor will not carry out any work without having a supervisor present at site. If it is required to work simultaneously in more than one location under the same contract, one supervisor must be put in each of the locations. If a supervisor has to leave his site for any reason, he must stop his site activities for that period of time.

b) Contractor must provide at least one full time onsite safety supervisor when the contractor has engaged a manpower in excess of 50 in contract activities in the Refinery. If the manpower is less than 50, the on-site safety co-ordination responsibilities shall be assumed by any one of the contractor's other supervisory staff. In both the cases, the contractor must specify in writing the name of such persons to the Engineer-in-Charge and Manager Safety.

c) Contractor's safety co-ordinator or his supervisor responsible for safety as the case may be, shall conduct at his work-site and document formal safety inspections and audits at least once in a week. Such documents are to be submitted to Engineer-in-Charge for his review and record.

d) Contractor's safety supervisor or the supervisor responsible for safety, shall maintain separate safety register which will include 1) List of activities being carried out at site; 2) Safety Training details of all supervisors and workmen; 3) Records of all accidents, first aid cases and near misses; 4) Records of all PPE's being used at site; 5) Records of lifting tools and tackles including slings of all types; 6) Records of pressure vessels if any at his site; 7) Records of all welding machines, gas cutting sets, compressors, generators, pressure regulators, portable power tools, hand tools etc. 8) Copies of safety inspection reports made by the Contractor safety supervisor as well as by the BPCL refinery.

e) The contractors whose safety records are not satisfactory will be viewed seriously and necessary action (viz. cancellation of Registration/Contracts) shall be taken against him.
9. USE OF PERSONAL PROTECTIVE EQUIPMENT

Contractor's all supervisors and workmen must use following Personal Protective Equipment (PPE's) without which, permission to work will be denied.

a) Hard Hat  b) Safety Shoes  c) Boiler Suit  d) Hand Gloves as per job requirement  e) safety belt as applicable  f) Eye protection goggles etc.

The PPE's shall be of standard quality and ISI approved.

Only Special Protective Equipment like "Breathing Apparatus Set" and Fire Extinguishers shall be provided by BPCL to the contractor, on loan basis. If the same is not returned after completion of the contract or damaged beyond repair, recovery as appropriate will be made from his dues, from the company.

10. HAZARD COMMUNICATION

a) Contractor must familiarize himself from BPCL Engineer-in-Charge about all known potential fire, explosion or toxic release hazards related to his contract. He in turn will ensure that same information has been passed to his supervisors and workmen. Proper record of such dissemination of information must be made by the contractor and submit to the Engineer-in-Charge on demand, failing which further continuation of work may be withheld.

b) In the event of any contractor's employee spotting a fire or any serious hazards in refinery premises, he shall dial Ext. No-3333, identify himself and report location of fire when Fire Station Operator is on the line. He shall wait until the fire message is repeated by the Fire Operator and location confirmed.

c) The contractor must ensure that each one of his employees clearly understands this Fire Communication Requirement. This may be ensured by the contractor while providing on the job training.

11. INJURY NOTIFICATION AND INVESTIGATION

Contractor must

a) Report to BPCL supervisor on the job any injury sustained by any of his employees or any near miss or any hazardous / dangerous incident at his worksite within the Refinery premises. Hiding of any accident or near miss would be viewed as serious misconduct.

b) Arrange to provide FIRST AID immediately to the injured employee.

c) Keep and maintain proper records of all such incidents in respect of his personnel/ worksite.

d) Submit to the Engineer-In-Charge, a first information report as per prescribed Proforma within 4 hours of the incident.

e) Arrange to immediately investigate the incident and furnish within 24 hours a written investigation report in prescribed Proforma to BPCL Engineer-In-Charge.

12. REQUIREMENT OF HOUSE KEEPING

Contractor must ensure highest standard of housekeeping in his area of work on a day-to-day basis. An unsatisfactory housekeeping will earn negative rating, which will attract penal actions like cancellation of registration / contract.
13. **REQUIREMENT DURING SUBMISSION OF TENDER**

Contractor must submit along with his tender:

a) Complete work injury records, per year, for the last three years.

b) Total man-hours worked, per year, for the last three years.

c) Safety assurance plan.

Quotation must clearly indicate the number of Supervisors and skilled or unskilled workers, which will be deployed for the job, from time to time during execution of the contract.

The above information will be taken into view during tender evaluation.

14. **DISPLAY BOARDS AT SITE**

Contractor must provide and maintain in his worksite:

a) Appropriate display board displaying information as per BPCL "Work Site Display Board" specification.

b) Safety performance score board.

15. **PARTICIPATION IN SAFETY ACTIVITIES**

Contractor must attend all scheduled safety meetings as would be intimated to him by the Engineer-In-Charge.

Contractor also must ensure that all his employees participate in safety promotional activities organized in the refinery.

16. **NOTE**

a) Every person other than a BPCL employee or a casual visitor, entering in the refinery, would be governed by the above conditions.

b) The term supervisor would mean any person who oversees the work of a group of workmen. All other persons would be considered as workmen.

c) Violation of any of the above special conditions of safety would attract penal actions including termination of the contract/registration.

d) Meticulous adherence to these requirements would be documented by the Engineer-In-Charge on conclusion of the work and placed in the dossier of the contractor. This performance would be given adequate weightage at the time of renewal of the registration.

e) Any dispute arising out of these conditions shall be referred by the Engineer-In-Charge to the Head of the refinery Fire and Safety department.

17. All guidelines as mentioned in OISD Guidelines 207 shall be strictly complied with. Copy of the same is available with Fire & Safety Department.
MONTHLY GATE PASS RECOMMENDATION

(Temporary gate pass for contractor's employees)

MONTH: __________________ NAME OF CONTRACTOR: ____________________________

WORK ORDER NO.: __________________ CONTRACT DURATION: ___________________ DAY/MONTHS

NATURE OF WORK: ____________________________________________________________

LABOUR LICENCE NO. / VALIDITY PERIOD / MAX. NO. OF WORKERS PERMISSIBLE: ______

WHETHER USING OWN PF CODE / COMPANY PF CODE? OWN / COMPANY IF OWN, CODE NO.

PROVIDENT FUND CHALLANS OF LAST MONTH ENCLOSED: YES/NO

WHETHER USING OWN ESI CODE / COMPANY ESI CODE? OWN/COMPANY IF OWN, CODE NO.

COPY OF ESIC CHALLANS OF LAST MONTH ENCLOSED: YES/NO

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name</th>
<th>Designation (State the type of work done viz. supervisor, fitter, rigger, unskilled helper etc.)</th>
<th>ESIC No.</th>
<th>PF No.</th>
<th>Bio Data Attached (Yea/No)</th>
<th>Medical Certificate Attached (Yea/No)</th>
<th>Safety Training (This column to be signed by the Safety Office)</th>
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<tbody>
<tr>
<td></td>
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<td></td>
<td>Passed &amp; Certificate issued (for Supervisors Only)</td>
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<td></td>
<td></td>
<td></td>
<td>Attended &amp; Certificate issued (for workmen)</td>
</tr>
</tbody>
</table>

I CERTIFY THAT THE ABOVE PARTICULARS FURNISHED BY ME ARE TRUE.

SIGNATURE & DATE OF CONTRACTOR: __________________ NAME: __________________

ENGINEER-IN-CHARGE

(TO RECOMMEND THE NO. OF CONTRACT LABOUR REQUIRED FOR THE WORK IS OK)

NAME: __________________________ SIGNATURE: __________________________

HR DEPARTMENT

(TO CHECK QUALIFICATION/EXPERIENCE AS SUBMITTED IN BIO-DATA ARE AS REQUIRED AND ALSO WHETHER MEDICAL CERTIFICATES ARE ATTACHED)

NAME: __________________________ SIGNATURE & DATE: __________________________

CISF

(TO CHECK ALL CERTIFICATIONS AS ABOVE, HAVE BEEN MADE BEFORE ISSUE OF PASS. DOCUMENTS WILL BE FILED BY CISF)

REFINERY ENTRY PASS ISSUED FROM: __________________ TO: __________________

NAME: __________________________ SIGNATURE & DATE: __________________________
ANNEXURE - II

CONTRACT NO. / DATE :
DESCRIPTION OF JOB :
CONTRACTOR :

BIO-DATA OF CONTRACTOR'S EMPLOYEES

NAME :
AGE :
TRADE :
RESIDENTIAL ADDRESS :
TEMPORARY :
PERMANENT :
LANGUAGES KNOWN :
SPEAK :
READ :
WRITE :
QUALIFICATION :
TRAINING IN SAFETY :
HEALTH/ENVIRONMENT :
QUALITY/TRADE :

JOB EXPERIENCE :

DATE :

SIGNATURE :

<table>
<thead>
<tr>
<th>WITNESS</th>
<th>NAME</th>
<th>SIGNATURE</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
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<tr>
<td>2</td>
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</tbody>
</table>

***************
FINANCIAL DETERRENT FOR VIOLATION OF SAFETY NORMS BY CONTRACTORS  
(APPLICABLE TO ALL WORKS CARRIED OUT IN THE REFINERY BY CONTRACTORS)

All contractors working inside Refinery have to strictly follow safety norms as per BPCL rules and regulations. Contractors who are violating safety norms while executing the job will be penalized financially. Penalty amount and Reporting Authority for violation / non adherence of various safety norms is given below.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>VIOLATION OF HSE NORMS</th>
<th>PENALTY AMOUNT</th>
<th>REPORTING AUTHORITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Working without proper Authorisation / Permit (Cold work)</td>
<td>Rs 6000/- per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/ Tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>2.</td>
<td>Hot work without proper Authorisation/ Permit</td>
<td>Rs. 12000/- per occasion and delisting / holiday listing of 3 years if repeated.</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/ Tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>3.</td>
<td>Violation of any of the conditions specified in the permit</td>
<td>Rs 2000/- per permit.</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/ Tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>4.</td>
<td>Use of mechanically propelled equipment/engine/generator set without/ with faulty spark arrestor</td>
<td>Rs. 1000/- per equipment</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/ Tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>5.</td>
<td>Non-display of name board, permit etc., at site</td>
<td>Rs 600/- per location where job is being executed. Penalty will be repeated if not rectified within 3 days.</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/ Tech./CS&amp;S), Section Head Estates</td>
</tr>
</tbody>
</table>

VIOLATION OBSERVED WHILE WORKING AT HEIGHT

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>VIOLATION OF HSE NORMS</th>
<th>PENALTY AMOUNT</th>
<th>REPORTING AUTHORITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.</td>
<td>Working at height without safety belt arrangement as required i.e. without safety belt / Non use of double lanyard safety belt.</td>
<td>Rs 1000 / per person</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/ Tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>7.</td>
<td>Throwing up/down any material from height or not making proper provision to bring down material safety from height</td>
<td>Rs. 1000/- per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/ Tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>8.</td>
<td>Non standard/unsafe platform/ladder</td>
<td>Rs. 2000/- per case per day</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/ Tech./CS&amp;S), Section Head Estates</td>
</tr>
</tbody>
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w.e.f. 01.04.2014
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Amount</th>
<th>Responsible Officials</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>Non standard/unsafe Scaffolding</td>
<td>Rs. 2000/- per case per day</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>10</td>
<td>Use of Uncertified Scaffolding</td>
<td>Rs. 2000/- per case per day</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td></td>
<td>NON USE OF PERSONAL PROTECTIVE EQUIPMENT</td>
<td></td>
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<tr>
<td>11</td>
<td>For not using Non Respiratory Personal Protective Equipment (Helmet, goggles, gloves, safety belts, Boiler suit etc, Shoes )</td>
<td>Rs. 1000/- Per day/item/person</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>12</td>
<td>For not providing Respiratory -Personal Protective Equipment prescribed in Work permit/job safety plan /B.A. set/canister mask/B.A. compressor etc</td>
<td>Rs. 5000/- per case per day</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td></td>
<td>VIOLATION OBSERVED IN ELECTRICAL WORK</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Non use of ELCB , using poor joints of cable, using naked wire without top plug into the socket , laying wire/cables on the roads, carrying out electrical jobs by incompetent person</td>
<td>Rs 5000/- per item per day</td>
<td>Chief Maint Manager (Elect), Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>14</td>
<td>Non deployment of the Licensed electricians for electrical job.</td>
<td>Rs. 2000/- per person</td>
<td>Chief Maint Manager (Elect), Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>15</td>
<td>Working’ on live electrical circuits without work permit/authorization</td>
<td>Rs. 5000/- per case per day</td>
<td>Chief Maint Manager (Elect), Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td></td>
<td>VIOLATIONS IN EXCAVATION WORK</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 16| • Unsatisfactory fencing / barricading of excavated areas, 
   • not providing proper shoring / strutting / proper slope and 
   • not keeping the excavated earth at least 1.5 M away from excavated area | Rs. 2000/- per item per day | Engineer-in-charge, Head of Dept. F&S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&S), Section Head Estates |
<p>|   | VIOLATIONS OBSERVED IN ROAD SAFETY                                          |                      |                                                                                       |
| 17| Driving BPCL or Contractor’s vehicle without authority from transport operations. | Rs. 1000/- per case | Any employees through Head of Dept (F&amp;S) |
| 18| Over speeding of jeeps / buses, rash driving, wrong side parking.          | Rs. 2000/- per item | Any employees through Head of Dept (F&amp;S) |</p>
<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Fine/Charge</th>
<th>Responsible Official</th>
</tr>
</thead>
<tbody>
<tr>
<td>19</td>
<td>Driving hydra/Grane/fork lift above its speed limit fixed for BPCL refinery roads or Driving hydra without being escorted by cleaner who is sitting left side of the driver to guide him.</td>
<td>Rs. 1000/- per case</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>20</td>
<td>Entry of contractor's vehicle in No Entry Area without proper authorization.</td>
<td>Rs. 1000/- per case</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>21</td>
<td>Entry of any person in barricaded area marked with tape.</td>
<td>Rs. 1000/- per person</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>22</td>
<td>Riding on material handling vehicles or trolleys</td>
<td>Rs. 500/- per case</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>23</td>
<td>Sitting or allowing sitting along with the drivers on fork lift.</td>
<td>Rs. 500/- per case</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>24</td>
<td>Vehicle Accident- i.e. overturning, falling in pits, damaging equipment , hitting another vehicle etc.</td>
<td>Rs 5000/- per case plus replacement/repair charges incurred by BPCL for BPCL owned material</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
</tr>
</tbody>
</table>

**NON DEPLOYEMENT OF REQUIRED MANPOWER**

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Fine/Charge</th>
<th>Responsible Official</th>
</tr>
</thead>
<tbody>
<tr>
<td>25</td>
<td>Non-deployment of safety supervisor / supervisor responsible for safety at work site required as per Special Safety Conditions</td>
<td>Rs2000 per person per day</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>26</td>
<td>Failure to maintain safety register and record by Contractor Safety Supervisor or Supervisor responsible for safety</td>
<td>Rs.2000/- per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>27</td>
<td>Failure to have weekly safety site inspection / audit and monthly safety meeting and maintain record (by contractors themselves)</td>
<td>Rs. 2000/- per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S</td>
</tr>
<tr>
<td>28</td>
<td>Failure to conduct tool box meeting every day and maintain the records of the same.</td>
<td>Rs. 500/- per day</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>29</td>
<td>Failure to submit the monthly HSE report by 5th of next month to Engineer-in-charge</td>
<td>Rs. 200/- per day</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S</td>
</tr>
</tbody>
</table>

**VIOLATION OF STATUTORY REQUIREMENT**

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Fine/Charge</th>
<th>Responsible Official</th>
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</thead>
<tbody>
<tr>
<td>30</td>
<td>Acting in contravention to any of the provision mentioned in Factories Act 1948 and/or the rules framed there under including all amendments thereto.</td>
<td>Rs. 1000/- per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
</tr>
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### OCCURRENCES OF INDUSTRIAL ACCIDENTS

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<th>Number</th>
<th>Description</th>
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<td>31.</td>
<td>Failure to maintain records as per statutory requirement like 1. Form No. 1A – for the shed/s constructed by contractor 2. Form No. 6 – Certificate of fitness 3. Form No. 10 – Register of workers attending machinery 4. Form No. 11 – Report of Examination of Hoist/Lift/Lifting tackles. 5. Form No. 13 – Report of Examination of any pressure vessel brought by the contractor at refinery site. 6. Form No. 16 – Notice of periods of works for adult workers 7. Form No. 17 – Register of adult workers 8. Form No. 23 – Special certificate of fitness 9. Form No. 29 – Muster Roll</td>
<td>Rs. 10000/- per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>32.</td>
<td>Failure to furnish a first information report (FIR) as per prescribed Pro-Forma within 4 hours of the incident.</td>
<td>Rs. 1000/- per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
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<tr>
<td>33.</td>
<td>Failure to arrange immediate investigation / evidences/documents of the incident and furnish within 24 hours to BPCL Engineer-In-Charge.</td>
<td>Rs. 1000/- per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
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<tr>
<td>34.</td>
<td>Keep and maintain proper records of all incidents occurred at work site</td>
<td>Rs. 1000/- per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
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<td>35.</td>
<td>Failure to report to BPCL supervisor on - the - job, medical centre and area safety officer any injury to his employees or any near miss or any hazardous/dangerous incident at work site within the Refinery premises or hiding of any accident or near miss.</td>
<td>Rs. 5000/- per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
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<td>36.</td>
<td>Negligence on contractor’s part which has resulted in an Injury/fire Lost Time Injury Fatality</td>
<td>Rs.1,00,000/- per person Rs. 5,00,000/- per person</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
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<tr>
<td>37.</td>
<td>Negligence on contractors part which has resulted in Minor Fire/Explosion/ etc Major Fire (Reportable)</td>
<td>Rs 1,00,000/- Rs 2,00,000/-</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
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### VIOLATION OF LABOUR LAWS

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<td>38.</td>
<td>Working beyond statutory limits by contractor's workers</td>
<td>Rs. 1000/- per person per day</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
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<td>39.</td>
<td>Deployment of contractor’s employees including supervisors without receiving necessary training on safety for working in the refinery. Rs. 5000/- per person per day and holiday listing of contractor for 6 months if repeated</td>
<td></td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
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<td>Violation</td>
<td>Penalty Details</td>
<td>Responsible Officials</td>
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<td>40.</td>
<td>Deployment of contractor's employees including supervisors without undergoing their medical examination, by the authorized medical professional having qualification of MBBS + AFIH. Deployment of workers on high risk jobs like working in confined space, working at height, working under water, etc. without being examined and certified as medically fit for such jobs by the doctors who are authorized to certify for such jobs.</td>
<td>Rs. 1000/- per person Engine-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
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<td>41.</td>
<td>Non subjecting to periodic medical examination after every six months after deployment of workers including supervisors on the job by the certifying surgeon as per Rule 73V of Maharashtra Factories Rule 1963.</td>
<td>Rs. 1000/- per person Engine-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
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<td>42.</td>
<td>Deployment of child or adolescent</td>
<td>Rs. 10,000/- per person Engine-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
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<td>43.</td>
<td>Use of untested and uncertified pressure vessel.</td>
<td>Rs. 5000/- per occasion Engine-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
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<td>44.</td>
<td>Use of untested and uncertified lifting tools/tackle</td>
<td>Rs. 5000/- per occasion Engine-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
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<td>VIOLATION IN MATERIAL HANDLING</td>
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<td>45.</td>
<td>Improper material handling/ Manually handling of heavy material when it is require using mechanical equipment/use of substandard/defective material handling trolleys/hand cart.</td>
<td>Rs. 1000/- per occasion Engine-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
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<td>46.</td>
<td>Failure to submit duly filled pre use check list for any new machine or equipment brought at site</td>
<td>Rs. 1000/- per occasion Engine-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
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<td>47.</td>
<td>Inadequate supervision at work site( absence of supervisor/designated employee as supervisor from site for more than 30 Minutes when work is in progress)</td>
<td>Rs. 2000/- per occasion Engine-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
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<td></td>
<td>SAFETY PERFORMANCE DISPLAY BOARD</td>
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<td>48.</td>
<td>Safety performance score board not displayed.</td>
<td>Rs. 100/- per day Engine-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
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<td></td>
<td>VIOLATIONS IN USE OF GAS CYLINDERS</td>
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<td>49.</td>
<td>Unsafe handling of compressed gas cylinders No trolley or jubilee clips or double gauge regulator or flash back arrestor on both gas lines &amp; both ends or improper storage / handling or cylinders without caps when not in use/damaged hoses)</td>
<td>Rs. 500/- per item per occasion Engine-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
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<td>No.</td>
<td>Violation Description</td>
<td>Penalty Amount</td>
<td>Authority to be Imposed</td>
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<td>50</td>
<td>Radiography without authorization</td>
<td>Rs. 10000/ per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MMP/PL/Tech./CS&amp;S), Section Head Estates</td>
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<td>51</td>
<td>Non barricading the area during radiography</td>
<td>Rs. 10000/ per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MMP/PL/Tech./CS&amp;S), Section Head Estates</td>
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<td>52</td>
<td>Non announcement on PA system/alerting people working in vicinity, before start of Radiography jobs</td>
<td>Rs. 1000/- per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MMP/PL/Tech./CS&amp;S), Section Head Estates</td>
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<td>53</td>
<td>Damage to fire hydrant &amp; monitors, fire extinguishers including non return of extinguishers</td>
<td>Cost incurred by BPCL for repair/replacement</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MMP/PL/Tech./CS&amp;S), Section Head Estates</td>
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<td>54</td>
<td>Poor House-keeping</td>
<td>Rs. 5000/- per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MMP/PL/Tech./CS&amp;S), Section Head Estates</td>
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<td>55</td>
<td>Removal of grating/cover/lid on any opening in floor or vessel.</td>
<td>Rs. 1000/- per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MMP/PL/Tech./CS&amp;S), Section Head Estates</td>
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<td>56</td>
<td>Use of dangerous portable tools/hand tools like grinding machine, drilling machine, pneumatic excavators/drill by unskilled worker.</td>
<td>Rs. 1000/- per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MMP/PL/Tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>57</td>
<td>Operating/allow to operate any machine without having guard on its dangerous/rotating part of the machine or an equipment.</td>
<td>Rs. 1000/- per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MMP/PL/Tech./CS&amp;S), Section Head Estates</td>
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<td>58</td>
<td>Horseplay at work site</td>
<td>Rs 1000/- per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MMP/PL/Tech./CS&amp;S), Section Head Estates</td>
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<tr>
<td>59</td>
<td>Shifting of debris from one location to another/dumping debris at unauthorized place.</td>
<td>Rs. 10000/- per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MMP/PL/Tech./CS&amp;S), Section Head Estates</td>
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<tr>
<td>60</td>
<td>Use of mobile in plant areas</td>
<td>Rs 1000/- per person per occasion.</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MMP/PL/Tech./CS&amp;S), Section Head Estates</td>
</tr>
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</table>
Please note that:

1. The above penalties will be applicable for all the contracts jobs carried out inside Refinery and covered by BPCL HSE norms / work permit system.

2. Site Engineers, Operations Officers, Safety Officers will report such violation through their Department Head /Engineer-in-charge (Reporting Authority) to the respective contracting department (P&CS/RMP) for necessary action. Reporting Authority has been indicated against each violation.

3. On advice from Reporting Authority, respective contracting departments shall make the deductions from the next payment due to the contractor.

4. The above penalties shall be double in case of violations more than 3 times during the contract period for a particular contract. For annual and other rate contracts POs awarded as part of rate contract shall be considered for this.

5. In case of frequent penalties for a particular contractor, necessary action such as holiday listing / delisting will be taken.

6. In addition to the safety conditions mentioned in Special safety Conditions attached, contractors are required to adhere to the following additional safety requirement for which penalties are applicable as above for violation of these conditions:
   a. All contractors shall themselves arrange weekly safety site inspection / audit and monthly safety meeting and record should be maintained.
   b. All contractors shall submit monthly HSE report to respective Engineer-in-Charge by 5th of next month. Report should carry details of precautions against accident and injury to any of the workers or to any person or persons or of weekly safety site inspection / audit, monthly safety meeting, details about records maintained by Safety Supervisor and any other information felt necessary by Engineer-in-Charge for safe execution of job.

7. Implementation of above financial penalties for violation of HSE norms does not absolve contractors from their responsibilities to take at all times due and proper precautions to avoid injuries and accidents.

8. Contractors shall own the full responsibility for any accident and injury to any of the workers or to any person or persons or property arising due to violation of HSE norms by contractors even though financial penalty is not applied for such violation. Implementation of these financial penalties does not absolve Contractors from any of the responsibility as per General Contract Conditions (Latest Revision), General Terms and Conditions and Special Safety Conditions.

9. All such financial penalties imposed on contractors shall be displayed / publicized appropriately by the respective Contracting department.

*****
ADDITIONAL GENERAL TERMS & CONDITIONS

1. Notwithstanding the duration of the agreement, either party will have a right to terminate the agreement by giving not less than 90 days notice in writing to the other to expire at anytime, of its intention to terminate the same. BPCL shall however, be at liberty to terminate this agreement forthwith on the happening of any of the following events :-

   a. If you commit breach of any of the terms and conditions mentioned in the contract documents.

   b. If your services are not found satisfactory.

   c. If you commit or suffer to be committed any act which shall be prejudicial to the good name or interest of our Company.

   d. If you or your firm if adjudged insolvent or any of your partners commits any act of insolvency or a compromise is entered into by you / your partner with your creditors or if a distress execution or other process is levied upon property and assets or those of your partners.

   e. If you fail to render the services envisaged in the contract agreement.

   f. If for any act of yours, BPCL comes to the conclusion that it is not in our interest to continue with your service.

2. Should you stop providing services without giving atleast 90 days prior notice in writing, you will be liable to pay BPCL the damages / compensation including costs that the company may have to incur in making alternate arrangements for operating the services for a period of upto 90 days from the date of stoppage of services by you.

3. The duration of the contract will be one year or as mentioned in the Tender / Contract Documents.

4. BPCL reserves the right to extend the contract for a further period of 3 (three) months beyond the specified duration at the same rates and Terms and Conditions without seeking confirmation from the contractor.

5. The successful bidder shall give undertaking to Engineer-In-Charge about bonafides of the persons engaged by him for executing the job. In case of any violation of BPCL rules and regulations and / or Govt. legislation by any of the workmen, Contractor shall be responsible.

6. Contractor shall ensure that Gate Pass and other documents for workers working on a specific contract work are prepared against the same contract number.
GENERAL CONDITIONS OF CONTRACT
(GCC)

BHARAT PETROLEUM CORPORATION LIMITED

APRIL 2016
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GENERAL CONDITIONS OF CONTRACT

SECTION - I
DEFINITION OF TERMS

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

1) "The Owner/Company/BPCL" means the Bharat Petroleum Corporation Limited, incorporated in India having its registered office at 4 & 6, Currumbhoy Road, Ballard Estate, Mumbai - 400 038 or their successors or assigns.

2) "The Contractor" means the person or the persons, firm or Company whose tender has been accepted by the Owner and includes the Contractor's legal representative, his successor and permitted assigns.

3) The "Managing Director" shall mean the Chairman and Managing Director of the Bharat Petroleum Corporation Limited or his successor in office designated by the Owner.

4) The "Engineer-in-Charge" shall mean the person designated as such by the Owner and shall include those who are expressly authorised by the Owner to act for and on his behalf for operation of this contract.

5) The "Work" shall mean the works to be executed in accordance with the contract or part thereof as the case may be and shall include extra, additional, altered or substituted works as required for purpose of the contract.

6) The "Permanent Work" means and includes works which will be incorporated in and form a part of the work to be handed over to the Owner by the Contractor on completion of the contract.

7) The "Construction Equipment" means all appliances, Tools/Tackles and equipment of whatsoever nature for the use in or for the execution, completion, operation or maintenance of the work unless intended to form part of the Permanent work.

8) The "Site" means the areas on which the permanent works are to be executed or carried out and any other places provided by the Owner for purpose of the contract.

9) The "Contract Document" means collectively the Tender Document. Designs. Drawings or Specifications, agreed variations, if any, and such other document constituting the tender and acceptance thereof.

10) The "Consultant" means the consulting engineers Nominated/appointed by the Owner for this Project/job.

11) The "Sub-Contractor" means any person or firm or Company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor, with the written consent of the Engineer-in-Charge, and the legal personal representatives, successors and permitted assigns of such person, firm or company.

12) The "Contract" shall mean the Agreement between the Owner and the Contractor for the execution of the works including therein all contract documents.

13) The "Specification" shall mean the various technical specifications attached and referred to in the tender documents. It shall also include the latest editions, including all addenda/corrigenda, of relevant Indian Standard Specification, specifications of the other country published before entering into Contract.

14) The "Drawings" shall include maps, plans and tracings or prints thereof with any modifications approved in writing by the Engineer-in-Charge and such other drawings as may, from time to time, furnished or approved in writing by the Engineer-in-Charge.

15) The "Tender" means the tender submitted by the Contractor for acceptance by the Owner.

16) The "Alteration Order" means an order given in writing by the Engineer-in-Charge to effect additions to or deletion from and alterations in the works.

17) The "Completion Certificate" shall mean the certificate to be issued by the Engineer-in-Charge to the contractor when the works have been completed to his satisfaction.

18) The "Final Certificate" in relation to a work means the certificate issued by the Engineer-in-Charge after the period of liability is over for releasing the retention money/PBG.

19) The "Period of Liability" in relation to a work means the specified period during which the Contractor stands responsible for rectifying all defects that may appear in the works.
SECTION - II
GENERAL INFORMATION ABOUT SITE

2.1 LOCATION OF SITE & ACCESSIBILITY:

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

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

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

2.2 SCOPE OF WORK

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

2.3 WATER SUPPLY, POWER SUPPLY AND OWNER’S LAND FOR CONTRACTOR’S FIELD, GODOWN AND WORKSHOP:

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

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

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

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

2.4 SAFETY STANDARDS FOR TEMPORARY BUILDINGS

All temporary buildings, sheds, workshops, field stations etc. shall be constructed in conformation with the safety and security regulations of the owner as regards location and type of structure.
SECTION - III
GENERAL INSTRUCTION FOR THE TENDERER

3

SUBMISSION OF TENDER:

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

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

3.3 Tenders should always be placed in double sealed covers, superscribing Tender No. ____________ Tender for __________________________(name of job), Bharat Petroleum Corporation Limited, due for opening on ____________

The full name, postal address and telegraphic address of the tenderer shall be written on the bottom left hand corner of the sealed cover. (This will not be applicable in the case of e-tenders) Tenders received in open condition (priced bid) are liable to be rejected.

3.4 Instructions for two part bidding

i) The bid should be submitted in two parts viz.
   a. Techno-commercial bid.
   b. Price bid.

ii) Techno-commercial bid shall have the following information/details
   a. Technical deviation if any.
   b. Commercial deviation if any like extra taxes, duties etc.
   c. Copy of price bid with prices blanked off.
   d. Any other relevant information.

iii) Price Bid shall have only prices as per schedule of Rates.

iv) Techno-commercial bid and price bid shall be enclosed in two separate envelopes with the subject job, type of bid, bidders name super-scribed on top. Both these envelopes shall be sealed in a common envelope and submitted as specified above and in covering letter. (This will not be applicable in the case of e-tenders)

4

DOCUMENTS:

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

4.2 All pages to be initialed:

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

4.3 Rates to be in Figures and Words:

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

4.4 Corrections and Erasures:

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

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

4.5 Signature of Tenderer:

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

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

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

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.

EARNEST MONEY:

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

In case of limited tender, Earnest Money deposit (EMD) is not applicable for registered contractors of BPCL.

NOTE: Exemption of Bidding Document fee and EMD will be applicable for Micro and Small Enterprises (MSEs) registered with National Small Industries Corporation (NSIC)/ District Industries Centers (DIC) as per applicable government guidelines. Such bidder shall submit Notary attested copy of the certificate issued by NSIC or DIC, valid as on the date of bid opening, indicating that their registration includes the items/works under tender. The registration certificate should remain valid during the period of the contract that may be entered into such successful bidder. Such tenderers should ensure validity of the Registration Certificate for the purpose.

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

(b) CONVERSION OF EMD TO SECURITY DEPOSIT:

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

TENDER VALIDITY:

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

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

FIRMNESS OF QUOTE:

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

LANGUAGE OF BID:

The Bid, all correspondence and documents relating to the bid, between Bidder and BPCL, shall be written in English language only. Any supporting document furnished by Bidder may be written in other language provided that this literature is accompanied by an authenticated English translation in which case, for purpose of interpretation of the Bid, the English translation shall govern.
7.C  **CURRENCIES OF BID & PAYMENT:**
For materials and services to be procured from India, Bidder shall quote the prices in INR only.

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

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

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

10 A  **INTEGRITY PACT (IP):**
Vendors are requested to sign & return IP document, attached as Annexure 7, if applicable as per the terms of the tender. This document is essential & binding.

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

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

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

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

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

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

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

10 C  **CONSULTANCY CONTRACTS:**
This General Conditions of Contract (GCC) will be binding for Consultancy jobs only to the extent of its applicability to the context of consultancy jobs.
10 D FOREIGN BIDDERS:

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

(a) PAN No.

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

(b) Tax Residency Certificate (TRC)

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

(c) Form 10F

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

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

11 COLLECTION OF DATA TENDERER’S RESPONSIBILITY:

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

12 TIME SCHEDULE:

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

13 SIGNING OF THE CONTRACT:

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

14 A FIELD MANAGEMENT:

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

14 B RETIRED GOVERNMENT OR COMPANY OFFICER:

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

### INTERPRETATION OF CONTRACT DOCUMENTS

15 **INTERPRETATION OF CONTRACT DOCUMENT:**

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

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

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

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

16 **SPECIAL CONDITIONS OF CONTRACT:**

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

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

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

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

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

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

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

Any neglect or failure on the part of the Contractor in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risk or liabilities or the entire responsibility from completion of the works at the scheduled rates and time in strict accordance with the contract documents.
No verbal agreement or inference from conversation with any officer or employee of the owner either before or after the execution of the contract agreement shall in any way affect or modify any of the terms or obligations herein contained.

SECURITY DEPOSIT TOWARDS PERFORMANCE/RETENTION MONEY:

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

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

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

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

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

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

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

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

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

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

TIME OF PERFORMANCE:

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

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

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

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

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

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

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

23 SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE COMPENSATION WITHOUT REFERENCE TO ACTUAL LOSS:
All sums payable by way of compensation under any of the conditions shall be considered as reasonable compensation without reference to the actual loss or damage, which shall have been sustained by the Owner.

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

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

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

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

a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the owner shall be conclusive evidence) in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Owner.

b) To employ labour paid by the owner and to supply materials to carry out the work any part of the work, debiting contractor with the labour cost of tools and plants and equipment charges, the cost of the materials for which a certificate of the Engineer-in-Charge shall be final and conclusive against the Contractor and 10% of costs as above to cover all departmental charges and crediting him with the value of the work done in all respects in the manner and at the same rates as if it had been carried out by the Contractor under the term of his contract. The certificate of Engineer-in-Charge as to the value of the work done shall be final and conclusive against the contractor.

c) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hand to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess, the certificate in writing of the Engineer-in-Charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Owner under the contract or otherwise or from his security deposit or from the proceeds of sale thereof, of a sufficient part thereof.

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

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

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

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

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

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

30 **IF THE CONTRACTOR DIES:**

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

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

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

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

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

33 **CONTRACTOR’S OFFICE AT SITE:**

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

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

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

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

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

34.4 All contractor’s personnel entering upon the Owner’s premises shall be properly identified by badges issued by owner which must be worn all times on Owner’s premises.
35 **SUB-LETTING OF WORK:**

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

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

ii) Sub Contractors for Temporary Works Etc.: The Owner may give written consent to sub-contract for execution of any part of the works at the site, being entered into by the contractor provided each individual sub-contract is submitted to the Engineer-in-Charge before being entered into and is approved by him.

iii) List of Sub-Contractors to be supplied: - At the commencement of every month the contractor shall furnish to the Engineer-in-Charge list of all sub-contractors or firms engaged by the contractor and working at the site during the previous month with particulars of the general nature of the sub-contract or works.

iv) Contractor's Liability Not Limited By Sub-Contractors: - Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the Engineer-in-Charge shall have received copies of any sub-contracts, the contractor shall be and shall remain solely responsible for the quality and proper and expeditious execution of the works and the performance of all the conditions of the contract in all respects as if such sub-letting or sub-contracting had not taken place and as if such work had been done directly by the Contractor.

v) Owner may Terminate Sub-Contracts: - If any sub-contractor engaged upon the works at the site executes any work which in the opinion of the Engineer-in-Charge is not in accordance with the Contract documents, the owner may by written notice to the contractor request him to terminate such sub-contract and the contractor upon the receipt of such notice shall terminate such sub contract and the latter shall forthwith leave the works, failing which the owner shall have right to remove such sub-contractors from the Site.

vi) No Remedy For Action Taken Under This Clause: - No action taken by the owner under the clause shall relieve the contractor of any of his liabilities under the contract or give rise to any right to compensation, extension of time or otherwise failing which, the owner shall have right to remove such sub-contractors from the Site.

36 **POWER OF ENTRY:**

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

i. Fail to carry out the works in conformity with the contract documents, or

ii. Fail to carry out the works in accordance with the time schedule, or

iii. Substantially suspend work or the works for a period of Fourteen days without authority from the Engineer-in-Charge, or

iv. Fail to carry out and execute the works to the satisfactions of the Engineer-in-Charge, or

v. Fail to supply sufficient or suitable constructional equipments, temporary works, labour materials or things, or

vi. Commit or suffer or permit any other breach of any of the provisions of the contract on his part to be performed or observed or persist in any of the above mentioned breaches of the contract for the fourteen days, after notice in writing shall have been given to the Contractor by the Engineer-in-Charge requiring such breach to be remedied, or

vii. Abandon the works, or

viii. During the continuance of the contract, become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction.

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

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

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

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

38 OTHER AGENTS AT SITE:

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

39 NOTICES:

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

40 RIGHTS OF VARIOUS INTERESTS:

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

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

41 RIGHT OF OWNER TO DETERMINE / TERMINATE CONTRACT

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

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

42 PATENTS AND ROYALTIES:

42.1 The contractor, if licensed under any patent covering equipment, machinery, materials or compositions of matter to
be used or supplied or methods and process to be practiced or employed in the performance of this contract,
agrees to pay all royalties and licence fees which may be due with respect thereto. If any equipment, machinery,
materials or composition matters, to be used or supplied or methods and process to be practised or employed in
the performance of this contract, is covered by a patent under which contractor is not licensed then the contractor
before supplying or using the equipment, machinery, materials, compositions method or processes shall obtain such
licences, and pay such royalties and licence fees as may be necessary for performance of the contract. In the
event, the contractor fails to pay any such royalties or obtain any such licence, any suit for infringement of such
patents which is brought against the contractor or the Owner as a result of such failure will be defended by the
contractor at his own expenses and the contractor will pay any damages and costs awarded in such suit. The
contractor shall promptly notify the owner if the contractor has acquired knowledge of any patent under which a
suit for infringement could be reasonably brought because of the use by the Owner of any equipment, machinery,
materials, and process methods to be supplied hereunder. The contractor agrees to and does hereby grant to
Owner, together with the right to extend the same to any of the subsidiaries of the Owner as irrevocable, royalty-
free licence to use in any country, any invention made by the contractor or his employee in or as a result of the
performance of the work under the contract.
The Owner shall indemnify and save harmless the contractor from any loss on account of claims on contractor for the contributory infringement of patent rights arising out and based upon the claim that the use by the Owner of the process included in the design prepared by the Owner and used in the operation of the plant infringes on any patent right with respect to any sub-contract entered into by contractor pursuant to the provisions of subcontractor an undertaking to provide the Owner with the same patent protection that contractor is required to provide under the provisions of this clause.

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

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

43 LIENS:

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

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

44 OPERATION OF CONTRACT:

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

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

45 EXEClUTION OF WORKS:

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

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

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

46 COORDINATION AND INSPECTION OF WORK:

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

47 WORK IN MONSOON AND DEWATERING:

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

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

48 WORK ON SUNDAYS AND HOLIDAYS:

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

49 GENERAL CONDITIONS FOR CONSTRUCTION AND ERECTION WORK:

49.1 Place of Work:
The work has to be executed at specified premises as per the tender. Contractor should apprise himself of all the
conditions prevailing in such location and the restrictions placed on movement of personnel and equipment, types
of equipment and tools permitted, working methods allowed etc. in the light of security and safety regulations
operative in the area.
The safety regulations to be complied with, by the contractor will also be provided along with the tender. No idle
time wages or compensation for temporary stoppage of work or restrictions would be paid, and the rate quoted for
the various items of work should cover the cost of all such contingencies and eventualities. Substantial structures
and utilities exist both above ground and underground, adjacent to the work site. (The construction activity gets
restrained by the existence of such structures and utilities). Special care is necessary in transportation, storage,
working on equipments and other construction activities to protect the existing features and prevent damage to any
facility. Necessary protective structures barricades etc. have to be erected at various places as directed by
Engineer-in-Charge. No extra payment of such protective works will be made unless specially provided in the
tender.

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

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

49.4 The contractor shall submit to the Owner reports at regular intervals regarding the state and progress of work. The
details and proforma of the report will mutually be agreed after the award of contract.
50 DRAWINGS TO BE SUPPLIED BY THE OWNER:

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

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

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

51 DRAWINGS TO BE SUPPLIED BY THE CONTRACTOR:

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

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

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

52 SETTING OUT WORKS:

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

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

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

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

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

53 RESPONSIBILITY FOR LEVEL AND ALIGNMENT:

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

54 MATERIALS TO BE SUPPLIED BY CONTRACTOR:

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

54.2 All materials procured should meet the specifications given in the tender document. The Engineer-in-Charge may, at his discretion, ask for samples and test certificates for any batch of any material procured. Before procuring, the contractor should get the approval of Engineer-in-Charge for any material to be used for the works.
Materials specified to be issued by the Owner shall be issued in standard sizes as obtained from the manufacturer's certificate shall be submitted for all materials supplied by the contractor. If, however, in the opinion of the Engineer-in-Charge any tests are required to be conducted on the materials supplied by the contractor, these will be arranged by the contractor promptly at his own cost.

**MATERIALS SUPPLIED BY OWNER:**

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

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

**CONDITIONS FOR ISSUE OF MATERIALS:**

i) Materials specified to be issued by the Owner will be supplied to the contractor by the Owner from his stores/location. It shall be the responsibility of the contractor to take delivery of the materials and arrange for its loading, transport and unloading at the site of work at his own cost. The materials shall be issued between the working hours and as per the rules of the Owner framed from time to time.

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

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

iv) The contractor shall construct suitable godown at the site of work for storing the materials safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.

v) It shall be duty of the contractor to inspect the material supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the Owner, it shall be the responsibility of the contractor to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/or replaced by him at his own cost, according to the directions of the Engineer-in-Charge.

vi) The Owner shall not be liable for delay in supply or non-supply of any materials which the Owner has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the Owner. In no case, the contractor shall be entitled to claim any compensation or loss suffered by him on this account.

vii) It shall be the responsibility of the contractor to arrange in time all materials required for the works other than those to be supplied by the Owner. If, however, in the opinion of the Engineer-in-Charge the execution of the work is likely to be delayed due to the contractor's inability to make arrangements for supply of materials which normally he has to arrange for, the Engineer-in-Charge shall have the right, at his own discretion, to issue such materials if available with the Owner or procure the materials from the market or elsewhere and the contractor will be bound to take such materials at the rates decided by the Engineer-in-Charge. This, however, does not in any way absolve the contractor from responsibility of making arrangements for the supply of such materials in part or in full, should such a situation occur, nor shall this, constitute a reason for the delay in the execution of the work.

viii) None of the materials supplied to the contractor will be utilized by the contractor for manufacturing item, which can be obtained from standard manufacturer in finished form.

ix) The contractor shall, if desired by the Engineer-in-Charge, be required to execute an indemnity bond for safe custody and accounting of all materials issued by the Owner.

x) The contractor shall furnish to the Engineer-in-Charge sufficiently in advance a statement showing his requirements of the quantities of the materials to be supplied by the Owner and the time when the same will be required by him for the works, so as to enable the Engineer-in-Charge to make necessary arrangement for procurement and supply of the material.

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

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

**MATERIALS PROCURED WITH ASSISTANCE OF OWNER:**

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

**MATERIALS OBTAINED FROM DISMANTLING:**

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

**ARTICLES OF VALUE FOUND:**

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

**DISCREPANCIES BETWEEN INSTRUCTIONS:**

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

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

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

a) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract.

b) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for similar class of works as specified in the contract for the work. The opinion of the Engineer-in-Charge as to whether the rates can be reasonably so derived from items in the contracts will be final and binding on the contractor.

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

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

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

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

62. ACTION WHERE NO SPECIFICATIONS ISSUED:

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

63. ABNORMAL RATES:

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

64. INSPECTION OF WORK:

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

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

65. ASSISTANCE TO THE ENGINEERS:

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

66. TESTS FOR QUALITY OF WORKS:

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

66.2 All the tests necessary in connection with the execution of the work as decided by Engineer-in-Charge shall be carried out at the field testing laboratory of the Owner by paying the charges as decided by the Owner from time to time. In case of non-availability of test facility with the Owner, the required test shall be carried out at the cost of contractor at government or any other testing laboratory as directed by Engineer-in-Charge.
66.3 If any tests are required to be carried out in connection with the work or materials of which workmanship is not supplied by the contractor, such tests shall be carried out by the contractor as per the instructions of Engineer-in-Charge and cost of such tests shall be reimbursed by the Owner.

67. **SAMPLES:**

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

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

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

69. **SUSPENSION OF WORKS:**

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

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

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

71. **POSSESSION PRIOR TO COMPLETION:**

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

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

72.1 The contractor shall guarantee the installation/site work for a period of - 12 (twelve) Months from the date of completion of work, unless otherwise specified. Any damage that may lie undiscovered at the time of issue of completion certificate, connected in any way with the equipment or materials supplied by him or in the workmanship shall be rectified or replaced by the contractor at his own expense as deemed necessary by the Engineer-in-Charge or in default, the Engineer-in-Charge may cause the same made good by other workmen and deduct expenses (for which the certificate of Engineer-in-Charge shall be final) from any sums that may be then or at any time thereafter, become due to the contractor or from his security deposit.
72.2 If the contractor feels that any variation in work or in quality of materials or proportions would be beneficial or necessary to fulfill the guarantee called for, he shall bring this to the notice of the Engineer-in-Charge in writing. The work will not be considered as complete and taken over by the Owner until all the temporary works etc., constructed by the contractor is removed and work site cleaned to the satisfaction of Engineer-in-Charge.

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

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

a) Decide that any work done or materials used by the contractor or any sub-contractor is defective or not in accordance with the contract or that the works or any portion thereof are defective or do not fulfill the requirements of contract (all such matters being herein after called ‘Defects’ in this clause) and

b) As soon as reasonably practicable, notice given to the contractor in writing of the said decisions specifying particulars of the defects alleged to exist or to have occurred, then the contractor shall at his own expenses and with all speed make good the defects so specified.

In the case contractor shall fail to do so, the Owner may take, at the cost of the contractor, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure, so incurred by the Owner shall be recovered from the amount due to the contractor. The decision of the Engineer-in-Charge with regard to the amount be recovered from the contractor will be final and binding on the contractor.

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

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

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

Date: ....................

**JOB:** ...................................................................................................................................................................

**CONTRACTOR:** ..................................................................................................................................................

**CONTRACT NO. & DATE:** ....................................................................................................................................

**DATE OF START:** .................................................... **DATE OF COMPLETION:** ...................................................

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<tr>
<th>PARAMETERS</th>
<th>REMARKS</th>
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<td>Resource Mobilisation</td>
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<td>Quality consciousness</td>
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<td>Safety awareness</td>
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<td>Concern for Housekeeping</td>
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**ENGINEER-IN-CHARGE**

**NAME**

**DESIGNATION**
SECTION VI

BILLS / MEASUREMENT / PAYMENT

73. SCHEDULE OF RATES AND PAYMENTS:

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

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

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

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

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

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

vii) Schedule of Rates cannot be altered:
For work under unit rate basis, no alteration will be allowed in the schedule of Rates by reason of work or any part of them being modified, altered, extended, diminished or omitted. The schedule of Rates are fully Inclusive rates which have been fixed by the contractor and agreed to the Owner and cannot be altered.
For lumpsum contract, the payment will be made according to the work actually carried out for which purpose an item wise or workwise, Schedule of rates shall be furnished, suitable for evaluating the value of work done and preparing running account bills.

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

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

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

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

iii) **Dispute in Mode of Measurements:**
In case of any dispute as to the mode of measurement not covered by the contract to be adopted for any item of work, mode of measurement as per latest Indian Standard Specifications shall be followed.

75. **LUMPSUMS IN TENDER:**

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

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

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

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

77. **EXTRA WORK:**

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

78. **PAYMENT OF CONTRACTOR’S BILL:**

Generally no payment shall be made for works estimated to cost less than Rs. 50,000/- till the whole of the work shall have been completed. But in case of works estimated to cost more than Rs. 50,000/-, the contractor on submitting the bill thereof shall be entitled to receive a monthly payment proportionate to the part thereof
approved and passed by the Engineer-in-Charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. This payment will be made after making necessary deductions as stipulated elsewhere in the contract document for materials, security deposit or any moneys due to the Owner etc.

79. **MODE OF PAYMENT:**

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

80. **COMPLETION CERTIFICATE:**

80.1 **Application for Completion Certificate:**

When the contractor fulfills his obligation under clause 72.4, he shall be eligible to apply for completion certificate. The contractor may apply for separate completion certificate in respect of each such portion of the work by submitting the completion documents along with such application for completion certificate. The Engineer-in-Charge shall normally issue to the contractor the completion certificate within one month after receiving an application from the contractor after verifying from the completion documents and satisfying himself that the work has been completed in accordance with and as set out in the construction and erection drawings and the contract documents.

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

80.2 **Completion Certificate:**

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

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

80.3 **Clearing the site:**

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

a) All unused scrap steel bar/ structural steel sections/pipes materials etc., (Free issue by owner) shall be the property of the owner and the same shall be returned by the contractor category-wise at their own cost to Owner’s store. The weighment slip issued by the Warehouse (in original) is required to be attached along with the final bill/ material reconciliation statement. In case, the material is supplied by the contractor, as per their scope of work, the scrap material generated out of the same should be taken out at their own cost before the settlement of the final bill.

b) Insulation material (either issued by owner to the contractor or supplied by contractor) shall be kept in the area allocated by owner. During the insulation activities, the contractor should keep the work area clean on day-to-day basis. On completion of insulation job, all debris/packing should be taken out to the designated location or as directed by the Engineer in charge for disposal at their own cost before the settlement of the final bill.

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

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

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

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

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

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

84. **INSURANCE:**

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

i) **Employees State Insurance Act:**

The Contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employees State Insurance Act, 1948, and the contractor further agrees to defend, indemnify and hold Owner harmless from any liability or penalty which may be imposed by the Central, State or Local Authority by reason of any asserted violation by contractor or sub-contractor, of the Employee State Act, 1948 and also from all claims suits or proceedings that may be brought against the Owner arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of the contractor, by third parties or by Central or State Government authority or any political sub-division thereof.

The contractor agrees to filing, with the Employees State Insurance Corporation, the Declaration Forms and all forms which may be required in respect of the contractor’s or sub-contractor’s employees whose aggregate remuneration as fixed by the concerned authorities and who are employed in the work provided for or those covered by ESI Act under any amendment to the Act from time to time. The contractor shall deduct and secure the agreement of the sub-contractor to deduct the employee’s contribution as per the first schedule of the Employee State Insurance Act from wages and affix the Employee’s contribution Cards at Wages payment intervals. The contractor shall remit and secure the agreement of the sub-contractor to remit to the authorized bank, Employee’s State Insurance Corporation Account, the Employee’s contribution as required by the Act. The contractor agrees to maintain all Cards and records as required under the Act in respect of employees and the payments and the contractor shall secure the agreement of the subcontractor to maintain such records. Any expenses incurred for the contribution, making contribution or maintaining records shall be to the contractor’s or sub-contractor’s account.

The Owner shall retain such sum as may necessary, from the total contract value until contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid.

ii) **Workman’s Compensation and Employee’s Liability Insurance:**

Insurance shall be effected for all the Contractor’s employees engaged in the performs of this contract, if any of the work is sublet, the contractor shall require the sub-contractor to provide workman’s compensation and employer’s liability Insurance for the latter’s employees if such employees are not covered under the contractors insurance.

iii) **Any other Insurance Required Under Law or Regulations or by Owner:**

Owner shall cover Project Material and Equipments under and over all Marine-cum-Erection Insurance Policy. Contractor shall carry and maintain any and all other insurance which be required under any law or regulation from time to time. He shall also carry and maintain any other insurance which may be required by the Owner.

iv) **Automobile Liability Insurance:**

Contractor shall take out an Automobile Liability Insurance to cover all risks to Owner for each of his vehicles plying on works of this contract and these insurance shall be valid for the total contract period. No extra payments will be made for this insurance. Owner shall not be liable for any damage or loss not made good by the insurance company, should such damage or loss result from unauthorised use of the vehicle.
**85. **DAMAGE TO PROPERTY:

i) Contractor shall be responsible for making good, to the satisfaction of the Owner any loss of and any
damage to all structures and properties belonging to the Owner or being executed or procured or being
procured by the Owner or of other agencies within the premise all the work of the Owner, if such loss or
damage is due to fault and/or the negligence willful acts or omission of contractor, his employees,
agents, representative or sub-contractor.

ii) The contractor shall indemnify and keep the Owner harmless of all claims for damage to property other
than Owner’s property arising under or by reason of this agreement if such claims results from the fault
and/or negligence or willful acts or omission of contractor, his employees, agents, representatives or sub-
contractors.
SECTION VIII
LABOUR LAWS AND OTHER REGULATIONS

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

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

88. CONTRACTOR TO INDEMNIFY THE OWNER:
   i) The contractor shall indemnify the owner and every member, officer and employee of the Owner, also the Engineer-in-Charge and his staff against all actions, proceedings, claims, demands, costs, and expenses whatsoever arising out of or in connection with the matters referred to in clause 84 and all actions/proceedings, claims, demands, costs and expenses which may be made against the Owner for or in respect of or arising out of any failure by the contractor in the performance of his obligations under the contract documents. The Owner shall not be liable for or in respect of any demand or compensation payable by law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractor and contractor shall indemnify and keep indemnified the Owner against all such damages and compensations and against all claims, damage, proceedings, costs, charges and expenses whatsoever, thereof or in relation thereto.
   ii) Should the Owner have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the Owner shall be charged to and paid the Contractor and the contractor shall not be at liberty to dispute or question the rig of the Owner to make such payments notwithstanding the same may have been made without his consent or authority or in law or otherwise to the country.
   In every case to which by virtue of the provisions of Section 12, sub-section (I) of workmen’s compensation Act 1923 or other applicable provisions of workmen’s Compensation Act any other Act, the Owner is obliged to pay compensation to a workmen employed by contractor in execution of the works, the Owner will recover from the contractor the amount of compensation so paid and without prejudice to the rights of Owner under Section 12 sub-section (2) of the said Act. Owner shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the contractor whether under the contract or otherwise. The Owner shall not be bound to contest any claim made under Section 12, sub-section (1) of the said Act except on the written request of contractor and upon his giving to the Owner full security for all costs for which the Owner might become liable on consequence of contesting such claims.
iii) Employment Liability:
   a) The contractor shall be solely and exclusively responsible for engaging or employing persons for the execution of work. All employees engaged by the contractor shall be on his/their payroll and paid by him/them. All disputes or differences between the contractor and his/their employees shall be settled by him/them. Owner has absolutely no liability whatsoever concerning the employees of the contractor. The contractor shall indemnify owner against all loss or damage or liability arising out of or in the course of his/their employees. The contractor shall make regular and full payment of wages without giving any complaint by any employee of the contractor or his sub-contractor regarding non-payment of wages/ salaries or other dues. Owner reserves the right to make such payments directly, to such employee or sub-contractor of the contractor and recover the amount in full from the bills of Contractor, and the contractor shall not claim any compensation or reimbursement thereof. The Contractor shall comply with the Minimum Wages Act applicable to the area with regard to payment of wages of his employees and also of employees of his sub-contractor.

   b) The Contractor shall advise in writing to all of his employees and the employees of his sub-contractor as follows:
      It is fully understood that your appointment and/or deployment is only in connection with the work/job and it does not give you any right of claim for employment by owner.

89.A HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS:

In respect of all labour directly employed in the works for performance of the contractor’s part this agreement, the contractor shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the Owner from time to time for the protection of health and sanitary arrangements for all workers.

89.B MEDICAL FITNESS CERTIFICATION:

Contractor shall follow guidelines for medical fitness certification of workers employed for working at height more than 30 metres using temporary structures.

90. SAFETY REGULATIONS:

   i) In respect of all labour, directly or indirectly employed in the work for the performance of contractor’s part of this agreement, the contractor shall at his own expenses arrange for all safety provisions as per safety codes of C.P.W.D. Indian Standard Institution, the Electricity Act, The Mines Act and any such other acts as applicable.

   ii) The Contractor shall ensure that he, his sub-contractor and his or their personnel or representatives shall comply with all Fire/Safety regulations issued from time to time by the Company or otherwise howsoever and should any injury resulting in death or not or loss/or damage due to Fire to any property or a portion thereof, occurred as a result of failure to comply with such regulations, the contractor shall be held responsible for the consequences thereof and shall keep the company harmless and indemnified.

91. A ARBITRATION:

   a) Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of the Company against the Contractor or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this agreement shall be referred to and finally resolved by Sole Arbitrator, who shall be appointed by Director (Refinery) of BPCL as per the procedure given in sub-clause (b) given herein below.

   b) Procedure for appointing the sole arbitrator: A party wishing to commence an arbitration (the "Claimant") shall file with the Director (Refinery) of BPCL a Notice of Arbitration which shall comprise:
      i. a demand that the dispute be referred to arbitration;
      ii. a reference to the arbitration clause or the arbitration agreement that is invoked and a copy of it;
      iii. a reference to the contract out of or in relation to which the dispute arises and where possible, a copy of it;
      iv. a brief statement describing the nature and circumstances of the dispute, specifying the relief claimed and, where possible, an initial quantification of the claim amount.
      v. any other details which the claimant wishes to refer and rely upon.

      Upon receipt of the above notice of arbitration, the Director (Refinery) of BPCL shall appoint the Sole Arbitrator as per the provisions of the Arbitration and Conciliation Act, 1996.

   c) The venue of arbitration shall be Mumbai (in case of Mumbai Refinery) or Kochi (in case of Kochi Refinery). The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder for the time being in force shall apply to the arbitration proceedings under this clause.
d) The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute, before him. The arbitrator shall have all summary powers and may take such evidence oral and/or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Indian Arbitration & Conciliation Act 1996 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.

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

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

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

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

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

91.B SETTLEMENT OF DISPUTES BETWEEN PUBLIC SECTOR UNDERTAKING/ PUBLIC SECTOR ENTERPRISES/ GOVERNMENT DEPARTMENT:

i. If the CONTRACTOR is a Public Sector Undertaking or Enterprise or is a Government Department, any dispute or difference between the parties hereto arising out of any notified claim of the CONTRACTOR in terms hereof and/ or arising out of any amount claimed by the OWNER (whether or not the amount claimed by the OWNER or any part thereof shall have been deducted from the Final Bill of the CONTRACTOR or any amount paid by the OWNER to the CONTRACTOR in respect of the work) which cannot be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government, shall be referred to the Permanent Machinery of Arbitrators of Department of Public Enterprises, New Delhi, under the guidelines issued by Government of India. The Arbitration and Conciliation Act, 1996 or any other law for the time being in force shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute. However, any party aggrieved may file an appeal against the award before the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India for setting aside the award published by PMA. Upon such reference the dispute shall be decided by the Law Secretary whose decision on the appeal shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

ii. Notwithstanding the existence of any dispute or arbitration in terms hereof or otherwise, the CONTRACTOR shall continue and be bound to continue and perform the works to completion in all respects according to the Contract (unless the Contract or works be determined by the OWNER) and the CONTRACTOR shall remain liable and bound in all respects under the Contract.

92. JURISDICTION:

The contractor shall be governed by the Laws in force in INDIA. The contractor hereby submits to the jurisdiction of the Courts situated at Mumbai (Ernakulam-in the case of Kochi Refinery), for the purpose of actions and proceedings arising out of the contract and the courts at Mumbai (Ernakulam-in the case of Kochi Refinery), only will have jurisdiction to hear and decide such actions and proceedings.
Now this Agreement Witnesseth And, it is hereby agreed and declared as follows:

The Owner accepted the Tender of the Contractor for the Provision and the execution of the said work at the rates stated in the Schedule of Quantities of works and finally approved by Owner (hereinafter called the "Schedule of Rates") without consideration.

In consideration of the due provision, execution and completion of the said works, the Owner does hereby agree with the Contractor that the Owner will pay to the Contractor the respective amounts for the works actually done by him and approved by the Owner at the Schedule of Rates and such other sum payable to the contractor under provision of the contract, such payments to be made at such time in such manner as provided for in the contract.

In consideration of the due provision, execution and completion of the said works the contractor does hereby agree to pay such sums as may be due to the Owner for the services rendered by the owner to the contractor, such as power supply, water supply and other as set for in the said contract and such other as may become payable to the Owner towards the controlled items of consumables materials or towards loss, damage to the Owner equipments, materials, construction equipments and machinery, such payments to be made at such time and in such manner as is provided in the contract.

It is specifically and distinctly understood and agreed between the Owner and the Contractor that the contractor shall have no right title or interest in the site made available by the Owner for the execution of the work or in the buildings, structures or works executed on the said site by the contractor or in the goods, articles, materials etc. brought on the site (unless the same specifically belongs to the contractor) and the contractor shall not have or dressed to have any lien whatsoever charge for unpaid bills nor will be entitled to assume or retain possession or control of the site or structures and the Owner shall have an absolute and unfattened right to take full possessions of the site and remove the contractor, their servants, agents and materials belonging to the contractor and lying on the site.

The contractor shall be allowed to enter upon the site for execution of the works only as a licenses simpliciter and shall have no right to terminate such licence at any time without assigning reason.

The materials including sand, gravel, stone, loose earth, rock etc., dug up or excavated from the said site shall, unless otherwise expressly agreed under this contract, exclusively belong to the Owner and the contractor shall have no right to...

WHEREAS

A. The Owner being desirous of having provided and executed works mentioned, enumerated or referred to in the tender documents including Short Tender Notice, General Tender Notice, General Conditions of Contract, Special Conditions of Contracts, Specifications, Drawings, Plans, Time Schedule for Completion of jobs, Agreed Variations, other documents, has called for Tender.

B. The contractor has inspected the site and surroundings of the works specified in the tender documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface strata, soil, sub-soil and ground, the form and nature of the site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and material necessary for the execution of work, the means of access to site, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances, or interferences to or with the execution and completion of the work to be carried out under the Contract and has examined and considered all other matters, conditions and things and probable and possible contingencies and generally all matters incidental thereto and ancillary and thereof effecting the execution and completion of the work and which might have influenced him in making his tender.

C. The Notice Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Specification, Drawings, Plans, Time Schedule of Jobs, and other documents, copies of all which are hereto annexed and marked "A", the letter of submission of tender and Acceptance of Tender and statement of agreed variations with its enclosures, copies of which are also hereto annexed and marked "B" form part of his contract though separately set out herein and or included in the expression "CONTRACT" wherever herein used.

And whereas:

The Owner accepted the Tender of the Contractor for the Provision and the execution of the said work at the rates stated in the Schedule of Quantities of works and finally approved by Owner (hereinafter called the "Schedule of Rates") without consideration.

Now this Agreement Witnesseth And, it is hereby agreed and declared as follows:

In consideration of the payment to be made to the contractor for the work to be executed by him, the contractor hereby convenants with the owner that the contractor shall and will duly provide, execute and complete the said works and shall do and perform all other acts and things in the contract mentioned or described or which are to the implied therefrom or may be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.

In consideration of the due provision, execution and completion of the said works, the Owner does hereby agree with the contractor that the Owner will pay to the contractor the respective amounts for the works actually done by him and approved by the Owner at the Schedule of Rates and such other sum payable to the contractor under provision of the contract, such payments to be made at such time in such manner as provided for in the contract.

AND

In consideration of the due provision, execution and completion of the said works the contractor does hereby agree to pay such sums as may be due to the Owner for the services rendered by the owner to the contractor, such as power supply, water supply and other as set for in the said contract and such other as may become payable to the Owner towards the controlled items of consumables materials or towards loss, damage to the Owner equipments, materials, construction equipments and machinery, such payments to be made at such time and in such manner as is provided in the contract.

It is specifically and distinctly understood and agreed between the Owner and the Contractor that the contractor shall have no right title or interest in the site made available by the Owner for the execution of the work or in the buildings, structures or works executed on the said site by the contractor or in the goods, articles, materials etc. brought on the site (unless the same specifically belongs to the contractor) and the contractor shall not have or dressed to have any lien whatsoever charge for unpaid bills nor will be entitled to assume or retain possession or control of the site or structures and the Owner shall have an absolute and unfattened right to take full possessions of the site and remove the contractor, their servants, agents and materials belonging to the contractor and lying on the site.

The contractor shall be allowed to enter upon the site for execution of the works only as a licenses simpliciter and shall not have any claim, right, titles or interest in the site or the structures erected thereon and the Owner shall be entitled to terminate such licence at any time without assigning reason.

The materials including sand, gravel, stone, loose earth, rock etc., dug up or excavated from the said site shall, unless otherwise expressly agreed under this contract, exclusively belong to the Owner and the contractor shall have no right...
to claim over the same and such excavations and materials should be disposed off on account of the Owner according to the instructions in writing issued form time by the Engineer-in-Charge. In witness whereof the parties have executed these presents in the day the year first above written.

Signed and Delivered for and on behalf of Owner i.e. Bharat Petroleum Corporation Limited

(Bhart Petroleum Corporation Limited)

Signed and Delivered for and on behalf of Contractor

(Date, designation and address of authorized signatory)

DATE................................................................. DATE.................................................................

PLACE............................................................. PLACE.............................................................

In Presence of Two Witnesses

BPCL witnesses – Signature, Name & Address:-

Contractor’s witnesses – Signature, Name & Address:-

1. ........................................................................... 1. ..............................................................

BPCL witnesses – Signature, Name & Address:-

Contractor’s witnesses – Signature, Name & Address:-

2. ........................................................................... 2. ..............................................................
ANNEXURE 2

PROFORMA OF BANK GUARANTEE for EARNEST MONEY /INITIAL/ FULL SECURITY DEPOSIT
(On non-judicial paper of appropriate value)

To,

Bharat Petroleum Corporation Ltd.
(Address)

Dear Sirs,

M/s. ______________________(hereinafter referred as “BIDDER”/“CONTRACTOR”) (Bidder’s / Contractor’s name and address) have taken tender for the WORK of _______________________ (Name of Work) for Bharat Petroleum Corporation Limited, with registered office in Bharat Bhavan, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai, India and having Refinery at ......(Mumbai / Kochi as the case may be) (hereinafter referred as “OWNER”).

The tender conditions provide that the BIDDER / CONTRACTOR shall pay a sum of Rs. _____________ (Rupees ___________________________________) as earnest money /initial/ full security deposit in the form therein mentioned.

The form of payment of earnest money / initial / full security deposit includes guarantee executed by schedule “A” Bank, undertaking full responsibility to indemnify OWNER in case of default. The said BIDDER/CONTRACTOR have approached us and at their request and in consideration of the premises, we _________________(Bank’s name) having our office at ________________ (hereinafter referred as “GUARANTOR”) have agreed to give such guarantee as hereinafter mentioned.

1. GUARANTOR hereby undertake and agree that if default shall be made by BIDDER / CONTRACTOR in performing any of the terms and conditions of the tender, GUARANTOR do hereby irrevocably bind themselves and undertake to pay the OWNER on first demand in writing by OWNER without protest or demur or proof or condition and without reference to the BIDDER / CONTRACTOR, the said amount of Rs. __________(Rupees ________________________)

2. OWNER will have the full liberty without reference to GUARANTOR and without effecting this guarantee to postpone for any time or from time to time the exercise of any of the powers and rights conferred on OWNER under the tender with the said BIDDER/CONTRACTOR and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said BIDDER / CONTRACTOR which under law relating to the sureties would but for provision have the effect of releasing the GUARANTOR.

3. OWNER will have the right to recover the said sum of Rs.___________________(Rupees ______________________) from GUARANTOR in manner aforesaid and such rights will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said BIDDER / CONTRACTOR and or that any dispute or disputes are pending before any officer, tribunal or court.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said ________________(Bidder’s / Contractor’s Name).

5. GUARANTOR’S liability under this guarantee is restricted to Rs. __________(Rupees ______________________). This guarantee shall remain in force until ________________ unless a demand (3 months beyond bid validity) under guarantee is made against GUARANTOR within the aforesaid date, in which event the validity of this bank guarantee shall automatically be extended for another 3 (three) months, all rights under the said guarantee shall be forfeited and GUARANTOR shall be relieved and discharged from all liabilities thereunder.
6. GUARANTOR have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated ____________________ granted to him by the Bank.

Yours faithfully,

___________________ Bank
by its Constituted Attorney.

Signature of a person duly authorized to Sign on behalf of the bank.

NOTE: In case of earnest money, BIDDER shall be applicable and in case of initial / full security deposit, CONTRACTOR shall be applicable.
ANNEXURE 3

PROFORMA OF BANK GUARANTEE FOR MOBILIZATION ADVANCE
(On non-judicial paper of appropriate value)

To,

Bharat Petroleum Corporation Ltd.
(Address)

Dear Sirs,

In consideration of Bharat Petroleum Corporation Limited, with registered office in Bharat Bhavan, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai, India and having Refinery at ........(Mumbai / Kochi as the case may be) (hereinafter referred to as “The Company”) which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) having placed on Messrs. .................. (Name) ....................... (Constitution) ................................. (address) (hereinafter referred to as “The Contractor”) which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assigns) an order for stationary and materials and .......... (Name of Job) under and in terms of a Contract as evidenced by a Letter of Acceptance No. ................... and/or Purchase Order No. .................. dated .................., issued by the Company to the Contractor, read with the relevant Tender Documents (hereinafter collectively called “the Contract” which expression shall include any formal contract entered into between the Company and the Contractor in supersession of the said Letter of Acceptance and all amendments and/or modifications therein or in the terms of the said advance as herein stipulated).

AND WHEREAS the Company has agreed to advance the Contractor, inter-alia, recoverable interest bearing mobilization advance up to a maximum of 10% (ten percentage) of the contract value (hereinafter referred to as “MOBILIZATION ADVANCE”) in the manner provided for in the Bidding Document, a sum of Rs. .............. (Rupees .............. only) being the first / second installment (Delete whichever is not applicable) of Mobilization Advance upon the condition, inter-alia, that the said Advance together with interest thereon at the rate of 10% (10 percentage) per annum on reducing balance basis on the amount of the said Advance for the time being outstanding shall, without prejudice to any other mode of recovery available to the Company, be recoverable by the Company by deduction from the gross accepted amount of any Running Account Bills of the Contractor commencing from the first Running Account Bill of the Contractor in equal monthly installments together with the interest accrued within a time span of .............. Months in the manner provided for in the Bidding Document and meanwhile, the said Advance shall be secured by an undertaking from a Bank as hereinafter appearing.

We .................. (Name of the Bank), a body registered/constituted under the .............. Act, having Registered Office/Head Office at .................. (hereinafter called the “Bank” which expression shall include its successors and assigns), at the request of the Contractor and with the intent to bind the Bank and its successors and assigns, do hereby unconditionally and irrevocably undertake to pay the Company forthwith on first demand without protest or demur or proof or satisfaction and without reference to the Contractor, any and all amounts demanded from us by the Company with reference to this Undertaking up to an aggregate limit of Rs. .............. (Rupees .............. only) being 110% of the aforesaid advance and interest thereon at the rate hereinabove provided.

AND the Bank doth hereby further agree as follows:-

i) This Guarantee/Undertaking shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Company upon the Bank made up to the midnight of .................. (contractual completion date) provided that the Bank shall upon the written request of the Company made upon the Bank at any time within 6 (six) months from the said date extend the validity of the Bank Guarantee by a further 6 (six) months so as to enable claims to be made under this Guarantee by a further 6 (six) months from the said date with the intent that the validity of this Guarantee shall automatically stand extended by a further 6 (six) months upon such request by the Company.

ii) The Company shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this guarantee/undertaking, at any time and/or from time to time to amend or vary the contract and/or any of the terms and conditions thereof or relative to the said Advance and/or to extend time for performance of the said contract in whole or part and/or payment of the said Advance in whole or part or to postpone for any time and/or from time to time any of the said obligations of the Contractor and/or the rights, remedies or powers exercisable by the Company against the Contractor and/or any of the terms and conditions of or governing the said Advance, or the securities, available to the Company and the Bank shall not be released from its liability under these Presents and the liability of the Bank shall remain in full force and effect notwithstanding any exercise by the Company of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the Contractor or of any other act, matter or thing whatsoever which under any law could (but for this provision) have the effect of releasing the Bank from its liability hereunder or any part thereof and the Bank hereby specifically waives any and all contrary rights whatsoever.

We.................. (Signature)
iii) The obligations of the Bank to the Company hereunder shall be as principal to principal and shall be wholly independent of the Contract and it shall not be necessary for the Company to proceed against the Contractor before proceeding against the Bank and the guarantee/undertaking herein contained shall be enforceable against the Bank as Principal debtor notwithstanding the existence of any undertaking or security for any indebtedness of the Contractor to the Company (including relative to the said Advance) and notwithstanding that any such undertaking or security shall at the time when claim is made against the bank or proceedings taken against the Bank hereunder, be outstanding or unrealised.

iv) As between the Bank and the Company for the purpose of this undertaking, the amount stated in any claim, demand or notice made by the Company on the Bank with reference to this undertaking shall be final and binding upon the Bank as to be the amount payable by the Bank to the Company hereunder notwithstanding any dispute or disputes has been raised by the Seller and are pending before any arbitration, Tribunal or Court.

v) The liability of the Bank to the Company under this undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Contractor and the Company, the Contractor and/or the Bank and/or the Bank and the Company or otherwise howsoever touching or affecting these presents or the liability of the Contractor to the Company, and notwithstanding the existence of any instructions or purported instructions by the Contractor or any other person to the Bank not to pay or for any cause withhold or defer payment to the Company under these presents, with the intent that notwithstanding the existence of such difference, dispute or instruction, the Bank shall be and remain liable to make payment to the Company in terms hereof.

vi) This undertaking shall not be determined or affected by any change in the constitution of the Bank or that of the Contractor or the Company or any irregularity in the exercise of borrowing powers by or on behalf of the Contractor.

vii) The Bank agrees that the guarantee herein contained shall continue to be enforceable till the sum due to the Company on account of the said advance is adjusted as aforesaid or till the Company discharges this guarantee.

viii) The Bank further undertakes not to revoke this guarantee during its currency without the previous consent of the Company.

ix) The Bank also agrees that the Company shall be entitled to enforce this guarantee, notwithstanding any other security or guarantee that it may have in relation to the vendor’s liability for the said advance.

x) Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Company to the Bank either by post or by fax. If transmitted by fax, the transmission shall be complete as soon as acknowledged by bank.

xi) Notwithstanding anything contained herein:

(i) The Bank’s liability under this guarantee/undertaking shall not exceed ____________________________ (Amount in figures & words);

(ii) This guarantee/undertaking shall remain in force upto_______ and any extension(s) thereof; and

(iii) The Bank shall be released and discharged from all liability under this guarantee/undertaking unless a written claim or demand is issued to the Bank on or before____________ or the date of expiry of any extension(s) thereof if this guarantee/undertaking has been extended.

xii) This Guarantee shall be treated as an unconditional guarantee and the Contractor shall have no right to object or obstruct in any way the enforcement of this guarantee.

Yours faithfully,

Signature: _________________________________________

Name & Designation: ________________________________

Name of the Branch: _________________________________

Dated: ____________________________________________
ANNEXURE 4
PROFORMA OF BANK GUARANTEE TOWARDS ADVANCE
(On non-judicial stamp paper of appropriate value)

To,
Bharat Petroleum Corporation Ltd.
(Address)

Dear Sir,

WHEREAS Bharat Petroleum Corporation Ltd. with registered office in Bharat Bhavan, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai, India and having Refinery at .......(Mumbai / Kochi as the case may be) (hereinafter referred to as “the Corporation” which expression shall unless repugnant to the context include their legal representatives, successors and assigns, have entered into a contract (hereinafter referred to as “the Contract”) with M/s ______________ AND WHEREAS one of the conditions of the said contract is that the Corporation should make an advance payment to the contractor ______________(Rupees__________________only) being ........% (............ percent) of the value of the contract against a bank guarantee from Schedule ‘A’ bank.

AND WHEREAS at the request of the contractor, the Corporation has agreed to accept the Bank Guarantee from ____________________ Bank (hereinafter referred to the “Surety”) having their registered office at ______________________________.

NOW THIS GUARANTEE WITNESSETH that in consideration of the Corporation having at the request of the contractor agreed to accept bank guarantee of the surety in respect of advance of Rs. ______ (Rupees ________________only) payable by the Corporation to the contractor as per terms of the said contract, the Surety hereby undertake and agree that if the said amount advance payment shall become reduced and/ or extinguished under terms of the contract between Corporation and Contractor, the Surety do hereby irrevocably bind themselves and undertake to pay to the Corporation on first demand in writing by the Corporation without protest or demur or proof or condition and without reference to the contractor, the amount not exceeding altogether a sum of Rs. ____ (Rupees ________________only) being the amount of advance payment or such other unadjusted amount of the said advance. The decision of the Corporation as to the whether the terms and conditions of the Contract or this guarantee have been observed shall be final and binding on the Surety.

THE GUARANTEE HEREIN CONTAINED is not revocable during the currency of the contract and will remain in force until:

a) Payment has been made to the Corporation by the Surety of the aggregate amount payable hereunder.
b) The Contract for which this advance payment is being made is completed to the entire satisfaction of the Corporation and intimation thereof has been given to the surety by the Corporation whichever is earlier.

NOTWITHSTANDING anything stated above, the liability of the surety under this guarantee is restricted to Rs.____ (Rupees ______________only) and this guarantee will remain in force upto ______ in the first instance and in case Contractor’s obligations under the contract are not completed within the said period, the Surety to hereby agree to further extend the guarantee till such time as is required to fulfill the contractor’s obligation.

Our grantee shall remain in force until _______________unless a demand in writing for claim under this guarantee is lodged with us before that date i.e. on or before __________ all your rights under the said guarantee shall be forfeited and we shall be released and discharged from liability hereunder.

We have the power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do so under the Power of Attorney dated ____________ granted to him by the bank.

________________ Bank
By its Constituted Attorney

________________ Signature of Person duly
Authorised to sign on
Behalf of the Bank
ANNEXURE 5

TAX RESIDENCY CERTIFICATE

TRC obtained by the Non-resident from Government of foreign country shall contain the following particulars:

i. Name of the assessee
ii. Status (individual, company, firm, etc.) of the assessee
iii. Nationality (in case of individual)
iv. Country or specified territory of incorporation or registration (in case of others)
v. Assessee's tax identification number in the country or specified territory of residence or in case of no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory
vi. Residential status for the purpose of Tax
vii. Period for which the certificate is applicable
viii. Address of the applicant for the period for which the certificate is applicable
ANNEXURE 6

FORM NO. 10 F
[See sub-rule (1) of rule 21AB of the Income-tax Act, 1961]

Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Income-tax Act, 1961

1. I _______________ *son/daughter of Shri __________ in the capacity of ___________________(designation) do provide the following information, relevant to the previous year _________,*in my case/in the case of __________ for the purposes of sub-section (5) of *section 90/section 90A:-

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Nature of information</th>
<th>Details #</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i)</td>
<td>Status (individual, company, firm etc.) of the assessee</td>
<td>:</td>
</tr>
<tr>
<td>(ii)</td>
<td>Permanent Account Number (PAN) of the assessee if allotted</td>
<td>:</td>
</tr>
<tr>
<td>(iii)</td>
<td>Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)</td>
<td>:</td>
</tr>
<tr>
<td>(iv)</td>
<td>Assessee’s tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident</td>
<td>:</td>
</tr>
<tr>
<td>(v)</td>
<td>Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable</td>
<td>:</td>
</tr>
<tr>
<td>(vi)</td>
<td>Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable</td>
<td>:</td>
</tr>
</tbody>
</table>

2. I have obtained a certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A from the Government of _______________________.

Signature: _______________________
Name: _______________________
Address: _______________________
Permanent Account Number: _______________________

Verification
I _______________ do hereby declare that to the best of my knowledge and belief what is stated above is correct, complete and is truly stated.

Verified today the __________ day of _______________________

Signature of the person providing the information

Place: _______________________

Notes:
1. * Delete whichever is not applicable.
2. # Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A.”.
ANNEXURE 7

Format of Integrity Pact
(To be executed on plain paper and applicable for all tenders of value above Rs. 1 crore)

INTEGRITY PACT

Between

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

And

………………………………………. hereinafter referred to as "The Bidder/ Contractor/Supplier"

Preamble

The Principal intends to award, under laid down organization procedures, contract/s for

…………………………….. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s, Contractor/s and Supplier/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "Transparency International" (TI). Following TI’s national and international experience, the Principal will appoint an Independent External Monitor (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above. Accordingly, the Principal has appointed Mr. …………. as IEM with the following address:-

Mr. …………
……………………
……………………
……………………
Tel: …………

Section 1 – Commitments of the Principal

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

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

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

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

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

Section 2 – Commitments of the Bidder / Contractor / Supplier

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

   a) The Bidder / Contractor/Supplier will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.
b) The Bidder / Contractor / Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

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

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

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

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

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

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

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

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

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

Section 4 – Compensation for Damages

1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/ Bid Security.

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

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

Section 5 – Previous Transgression

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

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.
Section 6 – Equal treatment of all Bidders /Contractors /Suppliers/ Subcontractors

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

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

3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 – Independent External Monitors

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

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

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

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

5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/Contractor/Supplier to present its case before making its recommendations to the Principal.

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

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

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

Section 9 – Pact Duration

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

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

Section 10 - Other provisions

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

2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3) If the Bidder/Contractor/Supplier is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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

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

Place ..................  Witness 1
(Signature/Name/Address)

Witness 2:
(Signature/Name/Address)

Date  ..................
We, M/s.__________________________________________________ having office at _______________________________ received the copy of GENERAL CONDITIONS OF CONTRACT and confirm our acceptance to all the terms and conditions as mentioned herein in this General Conditions of Contract and we are hereby returning this copy of Acknowledgement duly signed.

For & on behalf of M/s._________________________________________________

Signature :
Name : ____________________________________________________________

Designation : ________________________________________________________
( Seal / Stamp )

Place :
Date :
FORM - A

NAME OF WORK :

COLLECTIVE RFQ. NO. :

NAME OF CONTRACTOR :

COMPONENT OF SERVICE TAX AND VAT (WCT)

<table>
<thead>
<tr>
<th>SR. NO.</th>
<th>DESCRIPTION</th>
<th>PERCENTAGE RATE ON TOTAL QUOTED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>SERVICE TAX</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>VAT (WCT)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Composition Scheme</td>
<td></td>
</tr>
</tbody>
</table>

Service Tax Regn. No. :

Category Taxable Service :
(Service Tax)

VAT TIN NO. :
(if in Maharashtra)

NOTE :

1. Please note that the submission of this "Form-A" along with Technical / Unpriced bid is mandatory. Please also note that bidder is required to quote above present applicable rates (in words & figures).

2. Please provide copy of Service Tax Registration Certificate and copy of VAT Registration Certificate along with this form.

3. In case the bidder does not Quote for the Service tax and VAT separately, it will be assumed that service tax and VAT is not applicable. No claim for the service tax and VAT shall be entertained subsequently.

4. In case you are successful bidder, all the invoice shall be submitted in either triplicate (or more copies). Please furnish serially numbered and signed invoice / bill containing the following details:
   a. Name, address and registration number of service provider.
   b. Name and address of person receiving taxable service.
   c. Description, classification and value of taxable service provided.
   d. Amount of Service Tax Payable.
   e. Service Tax Registration No.
   f. TIN number of the bidder in Maharashtra for VAT (WCT) & Amount of VAT (WCT) Payable.
   g. TIN number of BPCL in Maharashtra is 27160318214V.
   h. Declaration as per the Act stating about the payment of VAT to the Govt. department.

***************
Energy Policy

We at BPCL Mumbai Refinery, are committed to continual improvement in Refinery Energy Performance and shall demonstrate Excellence in Energy Management System by:

- Complying with all applicable legal and other requirements.
- Ensuring availability of information & resources to achieve objectives and targets which will be reviewed periodically.
- Supporting purchase of Energy Efficient products and services, incorporating latest design for Energy Performance Improvement.

[Signature]

SS Sunderajan
General Manager I/C
Mumbai Refinery
BPCL Mumbai Refinery is an ISO:50001:2011 certified Refinery and is focused on energy efficiency. In line with the same, all contractors providing services for BPCL Mumbai Refinery should preferably deploy energy efficient equipments such as energy efficient welding machines, LED / CFL temporary lighting and temporary window AC of BEE 4-star rating and above for execution of the work.
Quality, Environment, Health and Safety QEHS Policy

We at BPCL Mumbai Refinery, commit to consistently provide products & services that meet total customer satisfaction by demonstrating excellence in our Quality, Environment, Occupational Health & Safety (QEHS) performance surpassing our stakeholders' expectations.

To achieve the above, we do and will continue to:
- Recognize QEHS management as our core responsibility
- Comply with all applicable legislations and other requirements
- Drive continual improvement of all our processes

We shall communicate the QEHS Policy to public, our vendor community and all persons working for and on behalf of Mumbai Refinery to encourage their participation in this endeavour.

SS Sunderajan
General Manager I/C
Mumbai Refinery
POLICY OF HOLIDAY LISTING OF VENDORS IN BPCL
1. **Definitions:**

In these Guidelines, unless the context otherwise requires

(i) **Agency:** “Party/Contractor/Supplier/Vendor/Consultant/Bidder/Licensor” in the context of these guidelines is indicated as ‘Agency’; “Party/Contractor/Supplier/Vendor/Consultant/bidders/Licensor” shall mean and include a public limited company or a private limited company, a joint venture, Consortium, HUF, a firm whether registered or not, an individual, co-operative society or an association or a group of persons engaged in any commerce, trade, industry etc.

(ii) **Appellate Authority:** “Appellate Authority” shall mean the concerned functional Director of BPCL or any other authority nominated by the C & MD. The Appellate authority shall be higher than the “Competent Authority”.

(iii) **Competent Authority:** “Competent Authority” shall mean the authority, who is competent to take final decision for Banning of business dealings with Agencies, in accordance with these guidelines: The Competent Authority for a Procurement Department which is initiating the Holiday Listing process should be the Regional head (or) SBU / Entity head as the case may be relevant to the said Procurement Department, but not below the level of General Manager.

(iv) **Corporation:** “Corporation” means Bharat Petroleum Corporation Ltd. with its Registered Office at Bharat Bhavan-I, 4&6 Currimbhoy Road, Ballard Estate, Mumbai-400001.

(v) **Corrupt Practice:** “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution. Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

(vi) **Fraudulent Practice:** “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/order;
Collusive Practice: “Collusive Practice” amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

Coercive Practice: “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

Officer-in-Charge: “Officer –in-Charge (OIC)” or “Engineer-in-Charge (EIC)” shall mean the person (s) designated to act for and on behalf of BPCL for the execution of the work as per requirement of the concerned department.

Malpractice: Malpractice means any Corrupt Practice, Fraudulent Practice, Collusive Practice or Coercive practice as defined herein;

Mis-Conduct: “Mis-conduct” means any act or omission by the Agency, making it liable for action for Holiday Listing as per these guidelines.

Nodal Department: “Nodal Department” means the Department primarily assigned with the role of overseeing the Holiday Listing Process to ensure adherence to guidelines, maintaining, updating and publishing the list of Agencies with whom BPCL has decided to ban business dealings and shall be the Corporate Finance Department.

Vendor De-listment Committee: “Vendor De-listment Committee” relevant to the procurement department which initiates the holiday listing process would the same as the vendor enlistment Committee as per DR&A of the concerned SBU/Entity.

2. Reasons for Holiday Listing:

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

2.1 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.

2.2 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.

3. Duration of Holiday Listing:

<table>
<thead>
<tr>
<th>S.No</th>
<th>Reasons for holiday listing</th>
<th>Period of holiday listing</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Indulged in malpractices resulting in financial loss to the Corporation</td>
<td>15 years</td>
</tr>
<tr>
<td>2</td>
<td>Submitted fake, false or forged documents / certificates</td>
<td>3 years</td>
</tr>
<tr>
<td>3</td>
<td>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</td>
<td>15 years</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>4</td>
<td>Has deliberately violated and circumvented the provisions of labour laws/ regulations / rules , safety norms, environmental norms or other statutory requirements</td>
<td>3 years</td>
</tr>
<tr>
<td>5</td>
<td>has deliberately indulged in construction and erection of defective works or supply of defective materials</td>
<td>3 years</td>
</tr>
<tr>
<td>6</td>
<td>has not cleared BPCLs previous dues if applicable</td>
<td>1 year</td>
</tr>
<tr>
<td>7</td>
<td>has committed breach of contract or has abandoned the contract</td>
<td>3 years</td>
</tr>
<tr>
<td>8</td>
<td>Poor performance of the Agency in one or several contracts</td>
<td>1 year</td>
</tr>
<tr>
<td>9</td>
<td>has not honoured the fax of award / letter of award / Contract / Purchase order after the same is issued by BPCL</td>
<td>1 year</td>
</tr>
<tr>
<td>10</td>
<td>Withdraws/ revises the bid upwards after becoming the L1 bidder</td>
<td>1 year</td>
</tr>
<tr>
<td>11</td>
<td>has parted with , leaked or provided confidential / proprietary information of BPCL to any third party without the prior consent of BPCL</td>
<td>15 years</td>
</tr>
<tr>
<td>12</td>
<td>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</td>
<td>3 years</td>
</tr>
<tr>
<td>13</td>
<td>Transgression of Integrity Pact , which, in the opinion of the Corporation, makes it undesirable to deal with the Agency;</td>
<td>3 years</td>
</tr>
</tbody>
</table>

3.1 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.

4. **Provision for Appeal:**

4.1 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.

4.2 Any appeal filed after expiry of the above period shall not be considered by the Appellate Authority;
4.3 On receipt of the Appeal from the Agency, the Appellate Authority, if it so desires, may call for comments from the Competent Authority;

4.4 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;

4.5 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.

4.6 No Appeal is permitted in case an Agency is placed in Holiday List by BPCL, based on Ministry’s advice

5. **Effect of Holiday Listing**

5.1 No enquiry / bid / tender shall be entertained with an Agency as long as the ‘Agency’ name appears in the Holiday list.

5.2 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;

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;

c) If contract with the ‘Agency’ concerned is in operation, (including cases were contract has already been awarded before decision of holiday listing) normally order for Holiday Listing from business dealings cannot affect the contract, because contract is a legal document and unless the same is terminated in terms of the contract, unilateral termination will amount to breach and will have civil consequences.

***************
BHARAT PEROLEUM CORPORATION LIMITED

INTEGRITY PACT

Between

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

And

...............................................................hereinafter referred to as "The Bidder/Contractor/Supplier"

Preamble

The Principal intends to award, under laid down organization procedures, contracts for

...............................................................The Principal values full compliance with all relevant laws and regulations, and the

principles of economic use of resources, and of fairness and transparency in its relations with its

Bidder/s, Contractor/s and Suppliers.

In order to achieve these goals, the Principal cooperates with the renowned International Non-

Governmental Organisation "Transparency International" (TI). Following TI’s national and International

experience, the Principal will appoint an Independent External Monitor who will monitor the tender

process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe

the following principles:

a) No employee of the Principal, personally or through family members, will in connection with the

tender, or the execution of the contract, demand, take a promise for or accept, for

himself/herself or third person, any material or immaterial benefit which he/she is not legally

entitled to.

b) The Principal will, during the tender process, treat all Bidders with equity and reason. The

Principal will, in particular, before and during the tender process, provide to all Bidders the

same information and will not provide to any Bidder confidential / additional information through

which the Bidder could obtain an advantage in relation to the tender process or the contract

execution.

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

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal

offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in

this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary

actions.

Section 2 - Commitments of the Bidder / 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.

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(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.

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Contractor/Supplier shall compensate the Principal only to the extent of the damage incurred due to the amount proved.

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(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.

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(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 notice, 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 recommendations. 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 MUMBAI

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

Date 3/9/11

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

U. S. N. BHAT
CHIEF MANAGER (P & CS)
Additional Information

Integrity Pact

1) Proforma of Integrity Pact (IP) shall be uploaded by the Bidder/s along with the unpriced bid documents duly signed (or digitally signed in case of e-tender) 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 upload the IP duly signed (Digitally) along with bid documents shall result in the bid not being considered for further evaluation.

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

3) If the contract has been terminated according to the provisions of the IP, or if BPCL is entitled to terminate the contract according to the provisions of the IP, BPCL shall be entitled to demand & recovered from Contractor Liquidated Damages amount by forfeiting the Security Deposit/Performance Bank Guarantee as per provisions of the IP.

4) Bidders may raise disputes/complaints, if any, with the nominated Independent External Monitor (IEM). The IEM's name, address & contact number is given below:

Shri Brahm Dutt
A-1/8 Safdarjung Enclave
New-Delhi
110029
Mob:-0 98719 20282
e-mail ID: dutt.brahm@gmail.com

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