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## **BPCL LPG IMPORT TERMINAL, HALDIA**

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**MOUZA-TENTULBERE, J.L. NO. 170, P.S. – BHABANIPUR,  
OFF HPL LINK ROAD, DIST- EAST MEDINUPUR, WEST  
BENGAL – 721657**



**OPEN TENDER**

**FOR THE SUPPLY AND FILLING OF SCENTINEL A - ETHYL  
MERCAPTAN AT BPCL LPG IMPORT TERMINAL, HALDIA**

**CRFQ NO.: 1000353585**

**DUE ON: 17<sup>th</sup> JULY, 2020 AT 1500 HRS**

**Subject: Invitation of bid for the Supply and Filling of Ethyl Mercaptan at BPCL LPG Import Terminal, Haldia**

**(CRFQ no. 1000353585 due on 17<sup>th</sup> July, 2020 at 1500 hrs)**

**1. About the Company**

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

**2. Objective of the Tender**

The objective of this tender is to invite bids from vendors for the job of Supply and Filling of Scentinel A - Ethyl Mercaptan at LPG Import Terminal Haldia.

**3. This tender document consists of the following annexures, which are enclosed:**

**a) Techno-commercial Bid:**

- 3.1. Annexure I - Terms of Reference
- 3.2. Annexure II - Bid Qualification Criteria
- 3.3. Annexure III - Instructions to Bidders
- 3.4. Annexure IV - Terms and Conditions of Contract
- 3.5. Annexure V - Integrity Pact
- 3.6. Annexure VI – Price Bid Format

Information pertaining to Credential Information, Technical Information and Relationship with Directors of BPCL shall have to be submitted online.

**b) Price Bid:** A price bid shall also have to be submitted online as per the proforma given in Annexure VI.

**4. INTEGRITY PACT (IP):** IP is a pact between BPCL (as a purchaser) on one hand and the bidder on

the other hand stating that the two parties are committed to each other in regard to ensuring transparency and fair dealings in this procurement activity. Bidders shall have to essentially sign this pact (IP, mentioned in point 3.5 above), for participating in this tender, as per the pro-forma given at (Annexure - V). The salient features of this program are:

- a) Proforma of Integrity Pact shall be uploaded by the bidder/s along with the bid documents, duly signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder's failure to upload the IP duly signed along with the bid documents shall result in the bid not being considered for further evaluation.
  - b) If the bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from the bidder Price reduction/ Liquidated damages amount by forfeiting the EMD/ Bid security as per provisions of the Integrity Pact.
  - c) If the contract has been terminated according to the provisions of the Integrity Pact, or if BPCL is entitled to terminate the contract according to the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from the Vendor, Price reduction/ Liquidated Damages amount by forfeiting the Security Deposit/ Performance Bank Guarantee/ Supply & Performance Guarantee amount as per provisions of the Integrity Pact.
  - d) Bidders may raise disputes/ complaints, if any, with the nominated Independent External Monitor whose name/ address/ contact numbers are as given below.
5. All the documents associated with Techno-Commercial bid (consisting of all the afore-mentioned annexures, documents uploaded by the bidder and Techno-Commercial Information submitted) and price bid shall form the part of the tender. The entire bid shall be online only. General Instructions to vendors for e-tendering are as given in the Annexure III of this tender.
- Offers should strictly be in accordance with the tender terms & conditions and our Terms of Reference (TOR). Bidders are requested to carefully study all the documents/annexures and understand the conditions and TOR before quoting the rates and submitting this tender. In case of doubt, written clarifications should be obtained, but this shall not be a justification for request for extension of due date for submission of bids.
- Please visit the website <https://bpcl.eproc.in> for participating in this tender process and submit your bid online. Additionally, you shall be required to submit the EMD (if applicable), in physical form at our office.
6. Your online bid as well as the instrument to be submitted in physical form should be submitted on or before the due date of this tender viz. 17<sup>th</sup> July, 2020 by 1500 hrs.
  7. Bid submitted after the due date and time of closing of the tender or not in the prescribed format is liable to be rejected. BPCL does not take any responsibility for any delay in submission of online

bids due to connectivity problem or non-availability of site and/or other documents/instruments to be submitted in physical form due to postal delay. No claims on this account shall be entertained.

8. Price bid of only those tenderers shall be opened whose techno-commercial bid is found to be acceptable.
9. **DIGITAL SIGNATURE:** The tender documents along with Annexure thereto and Price Bids shall be required to be digitally signed with a Class II B or above digital signature by the authorized signatory. The authorized signatory shall be:
  - i. Proprietor in case of proprietary concern.
  - ii. Authorized partner in case of partnership firm.
  - iii. Director, in case of a Limited Company, duly authorized by its Board of Directors to sign.

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

10. Vendors, on the Black/Holiday List of BPCL/ MoP&NG/ Oil PSE shall not be considered. BPCL reserves the right to accept or reject any or all the Offers at their sole discretion without assigning any reason whatsoever. BPCL's decision on any matter shall be Final & any vendor shall not enter into correspondence with BPCL unless asked for. BPCL may call for additional documents if required. BPCL would also consider information already available with them regarding Vendor's credentials.
11. Only in case of any complaints regarding the Tender/ Tender Conditions, please contact following Independent External Monitors (IEM):

<b>Shri. Vikram Srivastava</b>	<b>Shri. Virendra Bahadur Singh</b>	<b>Shri. Anupam Kulshreshtha</b>
<b>ADDRESS</b>	<b>ADDRESS</b>	<b>ADDRESS</b>
E-202, Second Floor , Greater Kailash Part 2, New Delhi - 110048	H.No. B-5/64, Vineet Khand, Gomati Nagar, Lucknow - 226010	B-3/3, 'Yarrows Apartments', Plot C-58/5, Sector 62, Noida, UP -201309
<a href="mailto:vikramsrivastava1973@gmail.com">vikramsrivastava1973@gmail.com</a>	<a href="mailto:vbsinghips@gmail.com">vbsinghips@gmail.com</a>	<a href="mailto:Anupam8@gmail.com">Anupam8@gmail.com</a>
Mob. No. 09810642323	Mob. No. 8853760730	Mob. No. 9968281160

**12. Pre-Bid Meeting: Date/Time – 6<sup>th</sup> July, 2020 @ 14:30 hrs.**

Venue: Mouza-Tentulbere, J.L. No. 170, P.S. – Bhabanipur, Off HPL Link Road, Dist- East Medinipur, West Bengal – 721657.

Tenderers to please note carefully the above schedule for Pre-Bid meeting since all the clarifications, if any, with regard to Technical/Commercial conditions shall be given therein. Tenderers are advised to ensure that their queries must reach by e-mail addressed to the contact person of BPCL as specified in point no 13 below on or before the pre-bid meeting schedule as provided above. Please note that queries received after the pre-bid meeting schedule as provided above shall not be accepted. Any failure with respect to submission of tender related queries on email on or before pre-bid meeting schedule shall be the responsibility of the tenderer and in no case this shall be a justification for request for extension of due date for submission of bids. Tenderers may also note that after the clarifications are given against the points discussed in Pre-Bid meeting, no further deviation shall be permitted and such clarifications shall be binding on all bidders. All are requested to attend the Pre Bid conference at their own cost.

**13. For clarifications, if any, please feel free to contact us on any working day between 10:00 am to 4:00 pm on or before the pre-bid meeting schedule as provided in point no 12 above:**

- Sr Mgr, Engg & Maint, LPG Import Terminal Haldia: Mr. Kaustubh Prasad–Mob. 7028008455 ([kaustubhprasad@bharatpetroleum.in](mailto:kaustubhprasad@bharatpetroleum.in)) OR
- Sr Mgr, LPG Ops, LPG Import Terminal Haldia: Mr. Anupam Deb-Mob. 9833033723 ([anupamdeb@bharatpetroleum.in](mailto:anupamdeb@bharatpetroleum.in))

**14. SUPPORT DESK:** In case of any clarification pertaining to E-Procurement Process, the vendor may contact **ETL** on Contact Numbers and E-Mail Ids, as appended below.

- All India : +91-79-68136871 [support@bpclproc.in](mailto:support@bpclproc.in)

at OFFICE ADDRESS: BPCL, Mouza-Tentulbere, J.L. No. 170, P.S. – Bhabanipur, Off HPL Link Road, Dist- East Medinipur, West Bengal – 721657

Thanking you,

Yours faithfully,

for Bharat Petroleum Corporation Ltd.

Anupam Deb

Sr Mgr, LPG Ops, LPG Import Terminal Haldia

## ANNEXURE-I TERMS OF REFERENCE (TOR)

### 1. INTRODUCTION:

LPG Import Terminal, Haldia is situated at Mouza-Tentulbere, J.L. No. 170, P.S. – Bhabanipur, Off HPL Link Road, Dist- East Medinipur, West Bengal – 721657. At LPG Import Terminal, Haldia Propane & Butane LPG will be imported via jetty utilizing marine unloading arms & will be transferred to onshore LPG Import Terminal via 02 no's of pipelines of 18" size each. This imported Propane & Butane will be stored in refrigerated storage tanks (01 nos Refrigerated Storage Tank of capacity 15,000 MT each for Propane & Butane respectively) at the terminal premises. Propane and Butane shall be blended to form LPG which will be dispatched via bulk loading through road tankers. As per IS: 4576 minimum 20 PPM Ethyl Mercaptan shall be added to LPG before dispatching the product through tank trucks.

The Scope of Work includes supply, transportation & safe filling of Ethyl Mercaptan at site i.e. at BPCL LPG Import Terminal Haldia.

### 2. DETAILED SCOPE OF WORK

The scope of work includes supply and filling of Ethyl Mercaptan (E.M.) at BPCL LPG Import Terminal, Haldia by using Mobile Tank Container (MTC) method. LPG Import Terminal, Haldia is having a Static Tank Container (STC) of capacity 3 m<sup>3</sup> for storage of Ethyl Mercaptan. Vendor has to fill the Ethyl Mercaptan (E.M.) in this Static Tank Container available at the site.

The chemical description of EM to be supplied is as provided below:

SR.NO.	ITEM	DESCREPTION
1	CHEMICAL NAME	Ethyl Mercaptan
2	CHEMICAL FORMULA	C <sub>2</sub> H <sub>6</sub> S

#### A. TECHNICAL SPECIFICATIONS:

Technical specification for E.M. to be supplied at the terminal shall be as tabulated below:

SR.NO.	SPECIFICATIONS	VALUE	MIN	MAX
1	MOLECULAR WT.	62.1	-	-
2	COLOUR (APHA)	-	-	40
3	PURITY	-	99.30%	-
4	BOILING RANGE (°C)	-	34.4	36.1
5	SP. GRAVITY @20 DEG C	0.837	-	-
6	Cloud point	-	-	-29

**B. BROAD SCOPE OF SUPPLY:-**

Vendor has to supply Ethyl Mercaptan (E.M.) solution on need basis by using mobile dispenser vehicle having capacity of 1500 to 2000 kg and equipped with Nitrogen displacement system. This vehicle should be equipped with connecting hoses, couplings, antistatic tools, on line mass-flow meter, trained & certified crew to do the E.M. transfer operation. This vehicle must be approved by various statutory agencies required under provisions of Petroleum act and Motor Vehicle Act. The same shall be furnished in advance by successful bidder before dispatching the required material to BPCL LPG Import Terminal, Haldia.

**C. DETAIL SCOPE OF WORK**

1. The vendor must be Authorized importer/ supplier/manufacturer of Ethyl Mercaptan (E.M.). Document in respect of such authorization must be uploaded as part of the technical bids on the e-tender website before the opening date and time of the tender. Bids received without the authority letter are liable to be rejected.
2. **Mode of delivery:-**The bidder has to arrange delivery of Ethyl Mercaptan (E.M.) at BPCL LPG Import Terminal, Haldia through Mobile Tank Containers (MTC) of capacity 1500-2000 kgs. MTC should be accompanied by a competent person (i.e. trained & certified by accredited certifying authority and must be conversant with LPG Import Terminal/Refinery safety rules & regulations.) Vendor to ensure safety during the transportation and unloading at our LPG Import Terminal, Haldia failing which MTC will not be unloaded.

The Ethyl Mercaptan (E.M.) dispensing vehicle must have working N<sub>2</sub> cylinder kit provision to displace E.M. from MTC to Static Tank Container (STC) installed at LPG mounded storage pump house along with nitrogen pressure regulating system.

3. Preferably the E.M. dispensing vehicle must have secondary containment provision in case of Mercaptan leak-off.
4. The E.M. dispensing vehicle must have working and calibrated on line mass flow meter to measure & control the quantity & rate respectively with preferably auto cut-off provision.
5. **Mode of Transportation:** Vendor shall use Road Transport mode only and shall deliver the product at Bharat Petroleum Corporation Limited, LPG Import Terminal, Haldia. Transportation includes Transit Insurance, Neutralizing & Absorbing agent, trained driver with crew from vendor's warehouse to BPCL's LPG Import Terminal, Haldia.
6. **Mode of supply:** The successful bidder may directly supply the material from their own source of manufacturing or through import. Country of origin and manufacturer of the product in both the case must be declared along with product grade & specification in advance before dispatch of product to BPCL LPG Import Terminal, Haldia.

7. **Quantity to be supplied:** Tentative quantity of supply for entire tenure of contract i.e. two year will be around 63000 kgs. The exact requirement shall be communicated to the successful bidder from time to time.
8. **Delivery Address:** The product shall be delivered at the following address by the successful bidder:  

**Bharat Petroleum Corporation Ltd.**  
**LPG Import Terminal, Haldia**  
Mouza-Tentulbere,  
J.L. No. 170, P.S. – Bhabanipur,  
Off HPL Link Road,  
Dist- East Medinipur,  
West Bengal – 721657.
9. **Delivery Period:** The product shall be delivered through a Mobile Tank Containers (MTC) of capacity 1500-2000 Kg. & shall be delivered by the vendor after a confirmed call from BPCL. The material shall be delivered within one week from the date of such a confirmed call without fail.
10. **Delay in Delivery:** This being very critical service for BPCL, no delay in delivery of the material will be tolerated. Even though if there is a delay, in such a case, BPCL may make penal deductions of 10% of the value of consignment (including taxes) from the subsequent bills on discretion of BPCL engineering in-charge.

**Note:**

- a) Delay means delivery of product after 7 days from the day of confirmed call by BPCL.
  - b) Confirmed call means first written communication from BPCL to replenish the product.
  - c) In addition to the preceding penal deductions L.D. charges as per tender condition will be applicable.
11. **Payment Terms:** 100% payment shall be made within 30 working days after receipt and acceptance of material at site and submission of all relevant documents for payment. All prevailing Rules and Acts of Indian Customs Department and all other applicable Rules and Acts shall be binding on supplier. Vendor shall include all charges including customs duty, port charges if any in the price bid. No additional payments shall be made in this regard.
  12. The quantity of material delivered shall be verified by using Weigh Bridge system at BPCL. Payments will be done based on net weight shown on BPCL's weighment system only.
  13. Once the LOI / work order is placed on the successful tenderer, the rates will be valid for the entire validity period of the contract tenure.
  14. **Period of contract:** The contract period shall be for two years (24 months) from the date of issue of LOI with a provision for extension for one more year under same rates, terms and



conditions at sole discretion of BPCL.

15. Vendor is bound to do the necessary arrangements as per BPCL LPG Import Terminal, Haldia requirements and do all Ethyl Mercaptan transfer operation safely, as & when advised by Engineering-in-charge.
16. Vendor to note that required Nitrogen Cylinders, Connectors, Pressure Regulators, Pipe/Hoses (Leak proof), Cables, Hypo(Sodium Hypochlorite Solutions), Citric Sprays (e.g. zero scent etc.), Scrubber for Venting, Safety Gears, Trained manpower, Suitable Non Sparking tools & tackles etc. for filling, is in vendor's scope.
17. Vendor is responsible to produce valid test certificates of all the above Equipment's including tank, braded hose with fittings & piping etc. involved during Mercaptan filling activity at any time, with one copy to BPCL.
18. Vendor should appraise all his crews about the filling procedure, Job Safety Plan, during Tool Box talk on site on regular basis before filling.
19. Vendor is liable to supply all necessary PPEs such as chemical resistant aprons, gloves, masks, safety helmets, safety shoes etc to all his employees as per BPCL requirements.
20. Safe & environment friendly disposal (as per statutory norms) of all the residual material / remains, generated during filling is in the scope of supplier.
21. Vendor is responsible for zero emission of E.M. during the filling operation at site.
22. Vendor to ensure earthing connectivity every time to the system before filling without fail.
23. Vendor to ensure that the driver of the vehicle should be trained to handle hazardous chemicals & is authorized by RTO for Hazchem transportation. The vehicle used should confirm with the requirement transportation rules for hazardous chemicals & must be fitted with spark arrestor as per BPCL requirements.
24. Vendor to ensure all statutory permissions under all applicable laws & regulations.
25. **Product certification:** Vendor is liable to provide quality Certificate of each consignment, (issued by NABL accredited authentic agency), which he delivers every time and will be liable for penal action, if found by BPCL later on during the usage. No Goods Receipt (GR) will be done if certificate is not submitted with supply.
26. Vendor shall be totally liable for the losses incurred due to his lapses during E.M. transfer operation such as leakages, spillages, fire and damages to BPCL property.
27. Before filing tender response, the bidders are expected to visit the site and familiarize

themselves with the conditions existing at site and understand the complete scope of job. In case no visit is made to the site, it shall be assumed that vendor has understood the site conditions and the scope of work in totality.

28. Vendor will take work permit at the time of every filling operation from BPCL and adhere to BPCL Work Permit conditions strictly.
29. Though the price bid is raised in two items, namely supply of mercaptan solution and filling services of this solution, the contract shall necessarily go to single party who can provide both the line items. (i.e. no segregation of supply and filling will be acceptable)
30. Any consequence arising out from improper filling procedure will be at vendor's liability.
31. All necessary personal safety equipment adequate for the intended work for the use of persons employed on the site shall be supplied and maintained in a good condition and the contract should take adequate steps to ensure proper use of equipment by those concerned.
32. Ethyl Mercaptan tendered for procurement shall be used for odorising LPG. The bidder/supplier shall be responsible for maintaining the quality and certificate in respect of meeting the quality of the material.

**ANNEXURE-II****BID QUALIFICATION CRITERION**

The bidder can be a Proprietor, Partnership firm or any Company (including an Indian arm of a foreign company) incorporated in India under companies Act, 1956 or 2013 including any amendments thereto. However, Consortium are not acceptable. In-case of JV, the credential should be of JV and not of parent Company.

Such bidders intending to participate for the subject tender shall have to meet the following minimum requirements for qualifying in this tender.

- A. Tenderer should submit the experience of having successfully completed similar work during last 7 years ending on 31.03.2020 as per following, failing which, the Bid shall be summarily rejected:**
- i. Three similar completed works costing not less than the amount equal to **75 lakhs.**  
Or
  - ii. Two similar completed works costing not less than the amount equal to **94 lakhs.**  
Or
  - iii. One similar completed works costing not less than the amount equal to **1.50 crores.**

**Definition of Similar Work:** Similar works means supply and filling of Ethyl Mercaptan in India through Mobile Tank Containers (MTC) mode. The intended tenderer must submit documentary evidence in support of above, in the form of a certified copy of LOI/work order(s), successful completion certificate(s), payment certificate(s)/voucher(s) indicating the period of work for which the payment has been made. Copies of all the certificates submitted, duly authenticated by the bidder, will be verified with the originals by BPCL.

- B. The average annual financial turnover of the tenderer during preceding three financial years i.e. 2017-18, 2018-19 and 2019-20 should be at least 56 lakhs**

- C. The net worth of the vendor should be positive as per the latest audited financial statement.**

**“Net Worth” = “Total Assets – Total Liabilities”**

**Document to be submitted for BQC A** – LOI, Purchase order, completion certificate, performance certificate, payment receipts etc for similar jobs completed in last seven years up to date of issue of tender.

**Document to be submitted for BQC B & C** – Audited balance sheets and Profit & Loss account statement of the bidder for the last 3 consecutive financial accounting years prior to the due date of bid submission.

**D. GENERAL:**

- a. The intended tenderer must submit documentary evidence in support of above, in the form of a certified copy of LOI/work order(s), successful completion certificate(s), payment certificate(s)/voucher(s) indicating the period of work for which the payment has been made. Copies of all the certificates submitted, duly authenticated by the bidder, shall be verified with the originals by BPCL.
- b. BPCL reserves the right to crosscheck the documents/ information so provided and seek additional documents/information. Offers received without the proof for pre-qualification are liable for rejection without any further reference to the Vendors. Decision of BPCL in this regard is final and binding on the Bidders.
- c. Bidder shall furnish necessary documentary evidence as mentioned above along with the bid. In absence of such documents, BPCL reserve the right to reject the Bid without making any reference to the Bidder or assigning any reason what-so-ever.
- d. BPCL, at its discretion reserves the right to verify information submitted and inspect the facilities at party's work to confirm their capabilities. BPCL also reserves the right to independently assess the capability and capacity of the bidder for execution of the project.
- e. BPCL decision on any matter regarding short listing of bidders shall be final.
- f. Failure to meet the above Qualification Criteria will render the Bid liable to be rejected. Therefore, the bidder shall in his own interest furnish complete documentary evidence in the first instance itself, in support of fulfilling the Qualification Criteria as given above. BPCL reserves the right to complete the evaluation based on the details furnished without seeking any additional information.
- g. All documents submitted should be in English only. In case any of the supporting document (either technical or financial) is not in English language, then the English translation copy of the same shall also be furnished duly certified, stamped and signed by local Chamber of Commerce or Indian embassy in their country or their embassy in India.
- h. Tenderers should not be currently serving any Holiday Listing orders issued by BPCL or MOPNG debarring them from carrying on business dealings with the BPCL/MOPNG or serving a banning order by another PSU Oil Marketing Companies (IOC/ HPC).

## ANNEXURE-III

### INSTRUCTIONS TO BIDDERS

1. Interested parties may download the tender from BPCL website (<http://www.bharatpetroleum.in>) or the CPP portal (<http://eprocure.gov.in>) or from the e-tendering website (<https://bpacleproc.in>) and participate in the tender as per the instructions given therein, on or before the due date of the tender. The tender available on the BPCL website and the CPP portal can be downloaded for reading purpose only. For participation in the tender, please fill up the tender online on the e-tender system available on <https://bpacleproc.in>
2. Corrigendum/ Amendment, if any, shall be notified on the site <https://bpacleproc.in>. In case any Corrigendum/ Amendment is issued after the submission of the bid, then such vendors who have submitted their bids, shall be intimated about the Corrigendum/ Amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the vendor. Vendors have the choice of making changes in their bid before the due date and time.
3. To maintain secrecy and security of bids and the data exchanged, the system operates with the "Digitally Signed Certificate" from buyer as well as seller. Data exchanged in the system shall have double encryption which is enabled by a "Digitally Signed Certificate". This ensures maximum possible security and the bids can be viewed only after the tender opening by BPCL/ Service provider/ participating vendors.
4. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of Class IIB and above (having both signing and encryption certificates) as per Indian IT Act from the Licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). The cost of obtaining the digital certificate shall be borne by the vendor.
5. In case any vendor so desires, he may contact our e-procurement service provider M/s. E-Procurement Technologies Ltd., Ahmedabad (Contact no. Tel: +91 79 4001 6868) for obtaining the Digital Signature Certificate.
6. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
  - i. Vendors are advised to log on to the website (<https://bpacleproc.in>) and arrange to register themselves at the earliest.
  - ii. The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.

- iii. Bidders are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid. If the bidder intends to change/revise the bid already entered, he may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
  - iv. Bids/ Offers shall not be permitted in e-procurement system after the due date/ time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
  - v. No manual bids/ offers along with electronic bids/ offers shall be permitted.
7. The entire tender document along with Annexure, Bid Qualification Criteria, Techno- commercial and other details, Price Bid as well as all the uploaded documents shall form the part of the tender. Offers should strictly be in accordance with the tender terms & conditions and our Terms of Reference (TOR). Tenderers are requested to carefully study all the documents/ annexure and understand the conditions, specifications etc., before submitting the tender and quoting rates. In case of doubt, written clarifications should be obtained, but this shall not be a justification for request for extension of due date for submission of bids.
8. **Earnest Money Deposit (EMD)**
- a) The tenderers shall submit an interest-free Earnest Money Deposit of Rs. 1 lakh (Rupees One lakh only) in the form of:
    - i. Demand Draft drawn on any nationalised/ scheduled bank in favour of “BHARAT PETROLEUM CORPORATION LTD” payable at Kolkata.  
OR
    - ii. Bank Guarantee (BG) executed by any Scheduled Bank approved by Reserve Bank of India as per the pro-forma given at the end of this annexure. The BG shall remain valid for a period of six months from the due date of opening of the tender.
  - b) EMD should be submitted in physical form in a sealed cover addressed to Sr Manager, LPG Ops, LPG Import Terminal Haldia, boldly super-scribed on the outer cover –
    - i. CRFQ number
    - ii. Item
    - iii. Closing date/Time
    - iv. Name of the tenderer.

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

Mouza-Tentulbere,  
J.L. No. 170, P.S. – Bhabanipur,  
Off HPL Link Road, Dist- East Medinipur,  
West Bengal – 721657

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

- c) Cheques, Cash, Money Orders, Fixed deposit Receipts etc. towards EMD are not acceptable. Similarly, request for adjustment against any previously deposited EMD/Pending Dues/Bills/Security Deposits of other contracts etc. will not be accepted towards EMD.
- d) Bid received without the EMD is liable to be rejected.
- e) Units registered with National Small Industries Corporation (NSIC) and/or Micro or Small Enterprises (MSE) are exempted from payment of EMD, subject to:
  - The unit being registered for the item tendered.
  - Registration certificate being valid as on date of issue of tender.

As the case may be, such vendors must upload a photocopy of valid NSIC Registration Certificate/ Review certificate duly TPIA verified, (photocopy of application for registration as NSIC or for renewal will not be acceptable) and/or TPIA verified copy of all the pages of the EM-II certificate issued by any authority mentioned in the Public Procurement policy of MSEs-2012 or self-attested copy of Udyog Aadhaar Memorandum (UAM), failing which such bid will be treated as bid received without EMD and liable to be rejected.

- f) Registration with DGS&D will not entitle the Tenderer to claim exemption from payment of EMD.
- g) EMD is liable to be forfeited (over and above the Holiday listing as applicable vide Holiday Listing policy as specified in Clause 22 of this Annexure), in the event of:
  - i. Withdrawal of offers during the validity period of the offer.
  - ii. Non-acceptance of LOI/order, if and when placed.
  - iii. Any unilateral revision in the offer made by the tenderer during the validity of the offer.
  - iv. Non-payment of Supply and Performance Guarantee amount within the stipulated period of 10 days from the date of LoI / Purchase Order whichever is earlier.
- h) EMD will be refunded by National Electronic Fund Transfer to all the successful tenderers after they deposit the amount for Supply and Performance Guarantee against LOI/Purchase Orders, as placed. In case of successful vendor wishing to convert the EMD amount to Supply and performance Guarantee amount, the vendor should submit written request for the same.
- i) EMD will be refunded by National Electronic Fund Transfer to all the unsuccessful tenderers after placement of order on all successful tenderers

9. Bidders are required to complete the following process online on or before the due date of closing of the tender:

**A. Techno-Commercial bid**

- a. Accept the contents of the following in the form provided for this purpose:
- i. Terms of Reference - Annexure I
  - ii. Terms and Conditions of the Contract - Annexure IV
- b. Accept the contents of the following annexures in toto by clicking on the button provided on the screen below each one of them:
- i. Instructions to bidders - Annexure III
- c. Proforma of Integrity Pact (IP) has been uploaded as Annexure V of tender documents duly signed on all its pages by BPCL "FOR THE PRINCIPAL". Bidder shall be required to download and print it such that it is legible. All pages of the printed copy of IP should be duly signed by the authorized signatory and stamped all the pages, with two witnesses name, address & signature and place & date. Thereafter, that copy should be scanned and uploaded by bidder along with other bid documents. This document is essential and binding.
- d. Online fill in information in the Credential Information Form, Technical Information Form and Declaration form.
- e. Upload the following documents:
- i. Document covering Past Experience, with covering note, in support of Experience criteria.
  - ii. Copies of Audited Balance Sheet and Profit & Loss Account statements for the last available three (3) consecutive accounting years prior to the due date of bid submission.
  - iii. Integrity Pact duly signed and witnessed.
  - iv. TPIA verified copy of valid NSIC certificate or a TPIA verified copy of all the pages of the EM-II certificate issued by the authorities mentioned in the Public procurement policy of MSEs-2012. [if applicable] or self-attested copy of Udyog Aadhaar Memorandum (UAM), (if applicable).
    - a) In case MSEs is owned by SC/ST entrepreneurs then submit caste certificate issued by appropriate government authority and also CA certificate declaring the percentage of shareholding of SC/ST entrepreneur(s) as per the below format –

Sl.no.	Name of owner(s)	General/SC/ST	Share holding (%)



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- b) In case MSEs is owned by Women entrepreneurs then submit CA certificate declaring the percentage of shareholding of Women entrepreneur(s) as per the below format.

Sl.no.	Name of owner(s)	Gender (Male/Female)	Shareholding (%)

- v. Copy of PAN Card  
vi. Certified copies of Partnership Deed/ Memorandum & Articles of Association & Certificate of registration with the Registrar of Companies' (if applicable).  
vii. Authority letter and power of attorney in favour of constituted attorney (if applicable).  
viii. Document for authorized importer/ supplier/manufacturer of Ethyl Mercaptan (E.M.)

All the supporting documents should be legible and duly signed and stamped before uploading them online.

**B. Price bid**

Online fill in the quotes in the price bid form provided. Please ensure to quote all the price-components specified therein failing which your bid shall be summarily rejected. The quoted price shall be inclusive of all Taxes, Duties, Insurance, Overheads, etc. GST shall be quoted separately.

**For bidding it is suggested that bidders should not wait for last date/ tender due date for their bid preparation as several documents are to be uploaded in the offer and prices are to be entered on screen for all items. There is a facility to keep the bid ready in the system for final submission, however bidders are requested to keep sufficient time margin with them for modifications, connectivity issues etc.**

10. If the vendor intends to change/ revise the bid already submitted, they shall have to withdraw their bid already submitted, change/ revise the bid and submit once again. However, if the vendor is not able to complete the submission of the changed/ revised bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention. The process of change/ revise may be done any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids. Once the entire process of online bid submission is complete, bidders will get an auto mail from the system stating they have successfully submitted their bid in the following tender with tender details.

11. No responsibility will be taken by BPCL and/or the e-procurement service provider for any delay due to connectivity and availability of website. BPCL and/or the e-procurement service provider shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. Vendors are advised to start filling up the tender much before the due date/ time so that sufficient time is available with him/ her to get acquainted with all the steps and seek help if required. It should be noted that the bids become viewable only after opening of the bids on/ after the due date/ time. Please be reassured that your bid will be viewable only to you and nobody else (including E-Tendering Service Provider as well as BPCL Officials) till the tender is opened. BPCL and/or the E-Procurement Service Provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc. No claims on this account shall be entertained.
12. **Bid Validity:** Tender submitted by bidders shall remain valid for acceptance for a period of 90 days from the date of opening of the tender (Technical Bid in the case of two part bid). The bidder shall not be entitled during the said period of 90 days, without the consent in writing of the Owner, to revoke, or cancel his tender or vary the tender given or any term thereof. In case of bidder revoking or cancelling his tender, varying any terms in regard thereof without the consent of Owner in writing, appropriate penal action will be taken by BPCL as deemed fit including putting the bidder/ Vendor on '**Holiday listing**'/'**Delisting**' barring the bidder/ Vendor from participating in future tenders for an appropriate period from the date of revocation/cancellation/varying the terms. Further in the case of Vendors who are not registered with BPCL, the earnest money deposited by them will be forfeited. Once the quotation is accepted the rates quoted shall be firm till the entire work is completed.
13. **ACCEPTANCE OF BIDS BY THE CORPORATION:**
- a) Based on the information and documents submitted, all bidders meeting the following criterion qualify in the bid:
- BPCL should have received their Bid Security/EMD or proof of exemption thereof.
  - They should meet bid qualification criterion
  - They should have submitted the Integrity Pact duly signed and witnessed.
  - They should not have been debarred or black listed by BPCL and/or Oil PSEs and/or MOP&NG for a period that is not over as on the due date of this tender.
  - They should accept all the documents given by BPC or the deviations notified by them should be acceptable to BPCL.
- b) To facilitate examination, evaluation and comparison of bids the Company may, at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no changes in the price or substance of the bid shall be sought, offered or permitted.

Price bid of only those bidders shall be opened who qualify in the Techno-commercial bid.

Price bid evaluation of only technically qualifying Parties will be done, and Bidder shall be decided such that the cost to BPCL is minimum.

14. BPCL reserves the right to accept any offer in whole or part or reject any or all offers without assigning any reason. BPCL is also not bound to accept the lowest Bid.

15. **PURCHASE PREFERENCE:**

Owner reserves its right to allow Micro and Small Enterprises (MSEs) and MSEs owned by Scheduled Caste (SC) or the Scheduled tribe (ST) entrepreneurs, Women 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, Women entrepreneurs shall be decided based on the price quoted by the said MSEs as compared to L1 Vendor at the time of evaluation of the price bid.

16. No counter terms and conditions shall be acceptable to us.

17. It shall be understood that every endeavour has been made to avoid error which can materially affect the basis of Tender and the successful Vendor shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof. No advantage is to be taken either by the Corporation or the Vendor of any clerical error or mistake may occur in the general specification, schedules and plans.

18. If any of the information submitted by the bidder is found to be incorrect at any time including the contract period, BPCL reserves the right to reject the tender/ terminate the contract and reserves all rights and remedies available.

19. Bidders are advised not to enclose unwanted and unasked documents with the tender. Any such documents if received shall not be considered.

20. A tender may not be considered, if BPCL is unable to evaluate that offer for want of any Information.

21. Although, all the details presented in this bid document (Terms of Reference, Terms & Conditions of the Contract and other documents) have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood.

22. **POLICY ON HOLIDAY LISTING:**

a) The following expressions used in this clause shall have the meaning indicated against each of these, unless the context otherwise requires.

a. **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.

- b. **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".
- c. **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:
- d. 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
- e. **Corporation:** "Corporation" means Bharat Petroleum Corporation Ltd. with its Registered Office at Bharat Bhavan-I, 4&6 Currimbhoy Road, Ballard Estate, Mumbai- 400001.
- f. **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.
- g. **Fraudulent Practice:** "Fraudulent Practice" means and include any act or omission committed by an agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.
- h. **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.
- i. **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.
- j. **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.

- k. **Malpractice:** Malpractice means any Corrupt Practice, Fraudulent Practice, Collusive Practice or Coercive practice as defined herein;
- l. **Misconduct:** "Misconduct" means any act or omission by the Agency, making it liable for action for Holiday Listing as per these guidelines
- m. **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.
- n. **Vendor De-listment Committee:** "Vendor De-listment Committee" relevant to the procurement department which initiates the holiday listing process would be the same as the vendor enlistment Committee as per DR&A of the concerned SBU/Entity.
- b) An Agency may be placed in Holiday List for any one or more of the following circumstances for the period mentioned herein:
- a. In the context of its dealings with the Corporation:

S. No	Reasons for holiday listing	Period of holiday listing
1	Indulged in malpractices resulting in financial loss to the Corporation	15years
2	Submitted fake, false or forged documents / certificates	3years
3	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 equipment supplied by BPCL	15years
4	Has deliberately violated and circumvented the provisions of labour laws/regulations/rules, safety norms, environmental norms or other statutory requirements	3years
5	Has deliberately indulged in construction and erection of defective works or supply of defective materials	3years
6	Has not cleared BPCLs previous dues if applicable	1year

7	Has committed breach of contract or has abandoned the contract	3years
8	Poor performance of the Agency in one or several contracts	1year
9	Has not honoured the fax of award/letter of award/ Contract/ Purchase order after the same is issued by BPCL	1year
10	Withdraws/revises the bid upwards after becoming the L1 bidder	1year
11	Has parted with, leaked or provided confidential/ proprietary information of BPCL to any third party without the prior consent of BPCL	15years

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

S. No	Reasons for holiday listing	Period of holiday listing
1	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.	3years
2	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	3years

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

**c) Provision for Appeal**

- i. An agency aggrieved with the decision of the Competent Authority shall have the option of filing an appeal against the decision of the Competent Authority within a maximum of 15 days from the date of receipt of intimation of holiday listing.
- ii. Any appeal filed after expiry of the above period shall not be considered by the Appellate Authority;

- iii. On receipt of the Appeal from the Agency, the Appellate Authority, if it so desires, may call for comments from the Competent Authority;
- iv. After receipt of the comments from the Competent Authority, the Appellate Authority, if it so desires, may also give an opportunity for personal hearing, to the Appellant Agency;
- v. After examining the facts of the case and documents available on record and considering the submissions of the Appellant Agency, the Appellate Authority may pass appropriate order by which the Appellate Authority may either :
  - a. Uphold the decision of Competent authority with or without any variation/lesser period of Holiday Listing; OR
  - b. Annul the order of the Competent Authority.
- vi. No Appeal is permitted in case an Agency is placed in Holiday List by BPCL, based on Ministry's advice.

d) Effect of Holiday Listing

- i. No enquiry/bid/tender shall be entertained with an Agency as long as the 'Agency' name appears in the Holiday list.
- ii. If an 'Agency' is put on the Holiday list during tendering:
  - a. If an 'Agency' is put on Holiday List after issue of the enquiry/bid/tender but before opening of the un-priced bid, the un-priced bid of the 'Agency' shall not be opened and BG/EMD, if submitted by the 'Agency' shall be returned. If an 'Agency' is put on Holiday List after un-priced bid opening but before price bid opening, the price bid of the 'Agency' shall not be opened and BG/EMD submitted by the 'Agency' shall be returned .
  - b. If an 'Agency' is put on Holiday List after opening of price bid but before finalization of the tender, the offer of the 'Agency' shall be ignored and will not be further evaluated and the BG/EMD if any submitted by the 'Agency' shall be returned. The 'Agency' will not be considered for issue of order even if the 'Agency' is the lowest (L1). In such situation next lowest shall be considered as L1;
  - c. If contract with the 'Agency' concerned is in operation, (including cases where contract has already been awarded before decision of holiday listing) normally order for Holiday Listing from business dealings cannot affect the contract, because contract is a legal document and unless the same is terminated in terms of the contract, unilateral termination will amount to breach and will have civil

consequences.

**e) Revocation of suspension order**

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

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

**23. ANTI –COMPETITIVE AGREEMENTS/ABUSE OF DOMINANT POSITION:**

The Competition Act, 2002 as amended by the Competition (Amendment) Act, 2007 (the Act), prohibits anti-competitive practices and aims at fostering competition and at protecting Indian markets against anti- competitive practices by enterprises. The Act prohibits anti- competitive agreements, abuse of dominant position by enterprises, and regulates combinations (consisting of acquisition, acquiring of control and M&A) wherever such agreements, abuse or combination causes, or is likely to cause, appreciable adverse effect on competition in markets in India. Besides taking punitive action as enshrined under Integrity Pact, BPCL reserves the right to approach the Competition Commission established under the Act of Parliament and file information relating to anti-competitive agreements and abuse of dominant position. If such a situation arises, then tenderers shall be bound by the provisions of the said statute.



**PROFORMA OF BANK GUARANTEE  
(On non-judicial paper of appropriate value)**

**FOR EARNEST MONEY / SECURITY DEPOSIT TOWARDS PERFORMANCE**

To

Bharat Petroleum Corporation Ltd.

Dear Sirs,

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

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

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

1. We \_\_\_\_\_ hereby undertake and agree with you that if default shall be made by M/s. \_\_\_\_\_ in performing any of the terms and conditions of the tender or in payment of any money payable to Bharat Petroleum Corporation Ltd., we shall on demand pay to you in such matter as to you may direct the said amount of Rupees \_\_\_\_\_ only or such portion thereof not exceeding the said sum as you may from time to time require.
2. You will have the full liberty without reference to us and without effecting this guarantee postpones for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said \_\_\_\_\_ and to enforce or to for bear from endorsing any power of rights or by reason of time being given to the said which under law relating to the sureties would but for provision have the effect of releasing us.

3. Your right to recover the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. \_\_\_\_\_ and/or that any dispute or disputes are pending before any officer, tribunal or court.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said \_\_\_\_\_ but shall in all respects and for all purposes be binding operative units payment of all money due to you in respect of such liabilities is paid.
5. Our liability under this guarantee is restricted to Rupees \_\_\_\_\_. Our guarantees shall remain in force until \_\_\_\_\_ unless a suit or action to enforce a claim under \_\_\_\_\_ Guarantee is filed against us within six months from \_\_\_\_\_ (which is date of expiry of guarantee) all our rights under the said guarantee shall be forfeited and shall be relieved and discharged from all liabilities thereunder.
6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated \_\_\_\_\_ granted to him by the Bank.

Yours faithfully

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

#####

**ANNEXURE-IV**  
**TERMS AND CONDITIONS OF CONTRACT**

<b>SECTION</b>	<b>DETAILS</b>
I	DEFINITION OF TERMS
II	GENERAL INFORMATION ABOUT SITE
III	INTERPRETATION OF CONTRACT DOCUMENTS
IV	BILLS / MEASUREMENT / PAYMENT
V	TAXES AND DUTIES
VI	LABOUR LAWS AND OTHER REGULATIONS
VII	SEPECIAL CONDITION OF CONTRACT

## SECTION-I DEFINITION OF TERMS

### Definitions

In this tender document unless the context otherwise requires, the following words and expressions shall have the following meanings

**`Agreement`** means the Agreement and the documents forming the tender and acceptance of the Works and provision of Services together with the documents referred to in the Agreement, the book of specification, designs, special terms and conditions, drawings, correspondence and instructions, issued from time to time by the TM (LPG), Uluberia, BPCL, or his authorized representative and all these documents taken together shall be deemed to form the Agreement.

**`CCOE`** means Chief Controller of Explosives or their nominated officials.

**`PESO`** means Petroleum & Explosives Safety Organisation.

**`Change in Law`** shall mean the occurrence after the Effective Date of any enactment of new Indian Law or the modification of existing Indian Law, or the repeal or re-enactment of any Indian Law.

**`Change Order`** shall mean the order to be issued by BPC on the Vendor for carrying out any change in scope of work (addition / deletion) as mutually agreed.

**`Commercial Operation Date`** shall mean the date as agreed to by BPC on which the LPG Import Terminal Facility is declared by the Vendor to be operational.

**`Contract Period`** shall mean the period during which the Agreement is valid and subsisting.

**`Despatch`** shall mean loading the Petroleum Products for the purpose of transportation to various destinations.

**`Emergency`** shall mean a condition affecting the LPG Import Terminal Facility which is beyond the reasonable control of the Vendor and which threatens the safe and reliable operation of the LPG Import Terminal Facility and which is likely to result in the prevention of safe, adequate and continuous operation of the LPG Import Terminal Facility or endangers life or property, which condition is aggravated by the continued operation of the LPG Import Terminal Facility.

**`Expiry Date`** shall mean the date of expiry of contract period.

**`Handling`** shall mean transportation and storage of the Petroleum Products within the LPG Import Terminal Facility and includes responsibility of delivery of Products to BPC's customers in line with Marketing Discipline Guidelines (MDG).

**`Holder of a Delivery Order`** shall mean anyone who, as a holder of a Delivery Order, makes himself known to the Vendor as such holder by presenting respectively the Delivery Order.

**`IQCM or Industry Quality Control Manual`** shall mean the manual as being followed by the public sector units operating in the oil industry for the said purpose.

**`Installed Capacity`** shall in relation to LPG Import Terminal Facility mean the continuous capacity of the LPG Import Terminal Facility pertaining to the Receipt, Handling, Storage and Despatch of

the Petroleum Products.

`**KL**` shall mean 1000 litres.

`**Law**` shall mean the Constitution of India and any act, rule, regulation, notification, directive, ordinance, order or instruction having the force of law enacted or issued by the Government.

`**Licensed Capacity**` shall mean the capacity of the Storage Facility as approved by the Chief Controller of Explosives (Nagpur).

`**LPG**` means Liquefied Petroleum Gas

`**MDG**` shall mean the Marketing Discipline Guidelines as being followed by the Oil Industry.

`**Month**` means each of the months of January to December;

`**MT**` means metric ton;

`**Operation Period**` shall be the period during which the LPG Import Terminal Facility is operative and the Vendor is providing the Services.

`**OISD**` means Oil Industry Safety Directorate of Govt. of India.

“**OEM**” means Original Equipment Manufacturer.

“**Owner**” means Bharat Petroleum Corporation Ltd.

`**Party**` shall mean either BPC or the Vendor as the context requires and their respective successors, authorised representative and permitted assigns.

`**Permits**` shall mean all consents, licenses, approvals, permits, no objection certificates or other authorization of whatever nature which is required to be granted by the Government or under Law for the purpose of implementation of this Agreement and the Bid Package.

`**Petroleum Products**` shall mean the products mentioned in the Bid document or any product which gets added in future.

`**Standard Industry Practices**` means the practices, methods, techniques, and standards that are generally accepted internationally from time to time and commonly used in the international petroleum industry for the construction, operation and maintenance of independent LPG Import Terminal of the size and having the other characteristics of the LPG Import Terminal Facility in a safe, prudent and reliable manner consistent with the parameters for such operation and maintenance set forth in this Agreement and the Bid Package which practices, methods, techniques and standards shall be adjusted as necessary to take account of the requirements of Law, physical standards at the Contract Site and operation and maintenance guidelines of the manufacturers of plant and equipment incorporated in the LPG Import Terminal Facility which the Vendor is required to follow in order to maintain in effect any warranties, guarantees or insurance policies relating thereto which the Vendor is obligated to maintain under the Agreement, the Bid document or Project Contracts.

`**Receipt**` shall mean acceptance of Propane/ Butane/ LPG at the Storage Facility.

`**Storage**` shall mean the keeping or storing of Propane/ Butane/ LPG in the Storage Facility.

`Storage Facility' shall mean Propane/ Butane/ LPG facility available in the terminal.

"TDG" shall mean Transport Discipline Guidelines of the Industry.

`Tax' shall mean any Indian tax, duty, import or levy of any nature whatsoever and wherever charged levied, imposed by the Government together with any interest and penalties in relation thereto other than interest and penalties imposed directly as a result of any act or omission by the Vendor.

**1. Interpretation:**

- (A) References in the singular shall include references in plural & vice-versa. The words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, association, organization or other entities (whether or not having a separate legal personality).
- (B) References to a particular clause, paragraph, sub-paragraph or schedule shall, except where the context otherwise requires, be a reference to that clause, paragraph, sub- paragraph or schedule in or to this tender.
- (C) The word "include" & "including" are to be construed without any limitation.
- (D) No permit/license shall be treated as having been granted for the purpose of this tender unless such permit/license has been finally granted or issued by the relevant competent authority without such grant or issue being subject to any appeal, but the possibility of proceedings for judicial review of such permit being instituted shall not prevent a permit being treated as granted unless such judicial review proceedings have, in fact, been instituted.
- (E) In determining whether any permit has been granted or renewed, or whether any written confirmation in respect of any permit has been given, on a timely basis, regard shall be had to:
  - (i) the practice & procedure of the Government having jurisdiction in respect of the relevant permit;
  - (ii) any representation made by BPC, the Vendor or the responsible Govt regarding the expedition with which applications for the relevant permit are to be determined &;
  - (iii) any reasonable request (having due regard to sub para (i) & (ii) above) regarding the period with in which BPC/Vendor seeks the determination of its application for the relevant permit, and the materiality of the implications of any delay in such determination, which have been made known to the Govt upon the making of its' application or in the course of its determination.

## SECTION-II

### GENERAL INFORMATION ABOUT SITE

#### 1.1 LOCATION OF SITE & ACCESSIBILITY:

LPG Import Terminal, Haldia is situated at Mouza-Tentulbere, J.L. No. 170, P.S. – Bhabanipur, Off HPL Link Road, Dist- East Medinipur, West Bengal – 721657. At LPG Import Terminal, Haldia Propane & Butane will be imported via jetty utilizing marine unloading arms & will be transferred to onshore LPG Import Terminal via 02 no's of pipelines of 18" size each. This imported Propane & Butane will be stored in refrigerated storage tanks (01 nos Refrigerated Storage Tank of capacity 15,000 MT each for Propane & Butane respectively) at the terminal premises. Propane and Butane shall be blended to form LPG which will be dispatched via bulk loading through road tankers.

The intending bidder 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.

#### 1.2 SCOPE OF WORK

The scope of work is defined in the Terms of Reference. The Vendor shall provide all necessary materials, equipment / 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 BPC Official prior to procurement and use.

#### 1.3 SITE VISIT:

The bidder should visit the site(s) 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 bidder (unless otherwise specified) at his cost.

## SECTION III INTERPRETATION OF CONTRACT DOCUMENTS

### 2. INTERPRETATION OF CONTRACT DOCUMENT:

2.1 Except if and to the extent otherwise provided by the Contract, the provisions of the Terms and Conditions of the Contract 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 BPC Official, who shall give his decisions and issue to the Vendor instructions directing in what manner the work is to be carried out. The decision of the BPC Official shall be final and conclusive and the Vendor shall carry out work in accordance with this decision.

2.2 Headings and marginal notes to the clauses of these Terms and Conditions of the 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.

2.3 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.

### 3. SPECIAL CONDITIONS OF CONTRACT:

3.1 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.

3.2 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.

3.3 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.



- 3.4 Wherever it is mentioned in the specifications that the Vendor shall perform certain work or provide certain facilities, it is understood that the Vendor shall do so at his own cost.
- 3.5 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.

**4. VENDOR TO OBTAIN HIS OWN INFORMATION:**

- 4.1 The vendor in fixing rates shall for all purposes whatsoever be deemed to have himself independently obtained all necessary information for the purpose of preparing his tender. The vendor 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 Vendor 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 Vendor 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 Vendor 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.

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

- 5.1 Successful bidder shall submit a Security Deposit within 10 days after placement of Purchase Order (in lieu of Performance Bank Guarantee and Security Deposit) of equivalent to 10% of total Contract value by way of crossed A/c Payee Demand Draft drawn on any Indian Nationalized / Scheduled Banks other than Co-operative Banks in favour of Bharat Petroleum Corporation Limited payable at Kolkata or in the form of an irrevocable Bank Guarantee in the prescribed format.
- 5.2 **The Bank Guarantee to be submitted for a period of Two Years and Six months from the date of LOI. The Bank Guarantee should be valid for at least six months beyond the two year contract period.**
- 5.3 The Security Deposit cum performance bank guarantee shall be refunded only after successful execution of the Order. No interest is payable by the Corporation on the Security Deposit cum performance bank guarantee so collected. The Corporation shall be entitled to deduct from the above-referred deposit, any loss or damage which the Corporation may be put to by reason of any act or defective, LD or any other liabilities or default recoverable by the Corporation from the successful tenderer and to call upon the successful tenderer to maintain the deposit at the original limit by making further deposits.
- 5.4 The said amount shall be liable for forfeiture by BPC in the event of loss of assets/equipment/product or any established & proven cases of breach or negligence or default by the successful bidder except that such forfeiture shall not be effected due to Force Majeure conditions. The PBG will be returned by BPC to the successful bidder after six months of expiry of the contract and successful handing over of all assets and accounted product to BPC, as per Agreement.
- 5.5 All the compensation or other sums of money payable by the Vendor 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 Vendor 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 Vendor 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.
- 5.6 The security deposit shall be held by the owner, as security for the due performance of the Vendor'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 Vendor to the quantum of the Security Deposit/retention money.

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

**6. TIME OF PERFORMANCE:**

6.1 The work covered by this contract shall be commenced as detailed in the Contract/purchase order or as per the instructions of the BPCL Official. This contract shall be valid for Two Years and can be extended for one more on the sole discretion of BPCL.

**7. FORCE MAJEURE:**

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

- (i) the effect of any element or other act of God, including any storm, flood, drought, lightning, earthquake, tidal wave, tsunami, cyclone or other natural disaster;
- (ii) fire, accident, loss or breakage of facilities or equipment, structural collapse or explosion;
- (iii) epidemic, plague or quarantine;
- (iv) air crash, shipwreck, or train wreck;
- (v) acts of war (whether declared or undeclared), sabotage, terrorism or act of public enemy (including the acts of any independent unit or individual engaged in activities in furtherance of a programme of irregular warfare), acts of belligerence of foreign enemies (whether declared or undeclared), blockades, embargoes, civil disturbance, revolution, rebellion or insurrection, exercise of military or usurped power, or any attempt at usurpation of power;
- (vi) radioactive contamination or ionizing radiation;

**(B) Notice and Reporting:**

- (i) The Successful tenderer shall as soon as reasonably practicable after the date of commencement of the event of Force Majeure, but in any event no later than two (02) days after such commencement date, notify the BPCL in writing of such event of Force Majeure and provide the following information:
  - (a) Reasonably full particulars of the event or circumstance of Force Majeure and the extent to which any obligation will be prevented or delayed;
  - (b) Such date of commencement and an estimate of the period of time required to enable the successful tenderer to resume full performance of its obligations; and
  - (c) All relevant information relating to the Force Majeure and full details of the measures the successful tenderer is taking to overcome or circumvent such Force Majeure.
- (ii) The Successful tenderer shall, throughout the period during which it is prevented from performing, or delayed in the performance of, its obligations under this Agreement, upon request, give or procure access to examine the scene of the Force Majeure including such information, facilities and sites as the other Party may reasonably request in connection with such event. Access to any facilities or sites shall be at the risk and cost of the Party requesting such information and access.

**(C) Mitigation Responsibility:**

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

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

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

**(E) Force Majeure Events Exceeding 60 Days**

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

**8. 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.

**9. FORFEITURE OF SECURITY DEPOSIT:**

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

**10. ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED:**

In any case in which, under any clause or clauses of this contract, the Vendor shall have forfeited the whole of his security deposit (whether paid in one sum or deducted by instalment) 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 Vendor under the hand of the Vendor shall be conclusive evidence) in which case the security deposit of the Vendor shall stand forfeited and be absolutely at the disposal of the Vendor.
- b) To employ labour paid by the owner and to supply materials to carry out the work any part of the work, debiting Vendor with the labour cost of tools and plants and equipment charges, the cost of the materials for which a certificate of the BPC Official shall be final and conclusive against the Vendor 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 Vendor under the term of his contract. The certificate of BPC Official as to the value of the work done shall be final and conclusive against the Vendor.
- c) To measure up the work of the Vendor and to take such part thereof as shall be unexecuted out of his hand to give it to another Vendor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Vendor, if the whole work had been executed by him (of the amount of which excess, the certificate in writing of the BPC Official shall be final and conclusive) shall be borne and paid by the original Vendor 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 Vendor 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 Vendor 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.

**11. VENDOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 9:**

In any case in which any of the powers conferred upon the owner by clause 9 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 Vendor for which any clause of hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the Vendor for past and future compensation shall remain unaffected. In the event of the Owner putting in force the power under sub-clause (a), (b) or (c) vested in him under the proceeding clause he may, if he so desires takes possession of all or any tools and plants materials and stores in or upon the works or the site thereof belonging to the Vendor 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 BPC Official whose certificate thereof shall be final otherwise the BPC Official may give notice in writing to the Vendor 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 Vendor failing to comply with any such requisition, the BPC Official may remove them at the Vendor's expense or sell them by auction or private sale on account of the Vendor 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 BPC Official 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 Vendor.

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

COMPENSATION FOR ALTERATIONS IN TERMS OF REFERENCE AND EXTRA WORK:

- A) The Officer In Charge (BPCL officer) shall have power to make any alterations in, omissions from, additions to or substitutions for, the schedule of rates, the original terms and conditions, terms of reference and instructions that may appear to him to be necessary or advisable during the progress of the work and the Vendor 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 Officer In Charge and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered additional or substituted work which the Vendor may be directed to do in the manner above specified as part of the work shall be carried out by the Vendor 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 Officer 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 Vendor 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 Officer In Charge as to whether the rates can be reasonably so derived from items in the contracts will be final and binding on the Vendor.
  - 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 Vendor shall inform the Officer In Charge of the rate which is his intension to charge for such class of work supported by analysis of the rate or rates claimed, and the Officer 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 Vendor's supervision, overheads and profit and pay the Vendor accordingly. The opinion of the Officer 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 Vendor.

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 Vendor 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 Vendor 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 and the Officer In Charge may revise their rates having regard to the prevailing market rates, and the Vendor shall be paid in accordance with the rates so fixed. But, under no circumstances the Vendor shall suspend / stop / slowdown the work on the plea of non-settlement of rates of items falling under this clause.

**13. CHANGES IN CONSTITUTION:**

Where the Vendor is a partnership firm, the prior approval, in writing, of the Owner shall be obtained before any change is made in the constitution of the firm, where the Vendor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before sub-contractors enters into any agreement with other parties, where under the reconstituted firm would have the right to carry out the work hereby undertaken by the Vendor. In either case if prior approval as aforesaid is not obtained, the contract shall be deemed to have been allotted in contravention of clauses 24 hereof and the same action may be taken and, the same consequence shall ensure as provided in the said clause.

**14. IF THE VENDOR DIES:**

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

**15. 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.



**16. OWNER NOT BOUND BY PERSONAL REPRESENTATIONS:**

The Vendor 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.

**17. VENDOR'S OFFICE AT SITE:**

The Vendor 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.

**18. VENDOR'S SUBORDINATE STAFF AND THEIR CONDUCT:**

18.1 The Vendor, on or after award of the work shall name and depute a qualified personnel having sufficient experience in carrying out work of similar nature to whom the equipment materials, if any, shall be issued and instructions for works given. The Vendor shall also provide to the satisfaction of the BPC Official sufficient and qualified staff to supervise the execution of the-works, competent 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 BPC Official, additional properly qualified supervision staff is considered necessary, they shall be employed by the Vendor without additional charges on account thereof. The Vendor 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.

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

18.3 The Vendor shall be responsible for the proper behavior 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 Vendor shall be bound to prohibit and prevent any

employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the Vendor 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 BPC Official upon any matter arising under this clause shall be final. Vendor shall ensure that none of their employees are ever engaged in any anti-national activities.

- 18.4 All Vendor'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.

**19. 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 or any share of interest there shall in any manner or degree be transferred assigned sublet by the Vendor directly or indirectly to any firm or corporation whosoever 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 Vendor provided each individual sub-contract is submitted to the BPC Official before being entered into and is approved by him.
- iii. List of Sub-contractors to be supplied: - At the commencement of every month the Vendor shall furnish to the BPC Official list of all sub-contractors or firms engaged by the Vendor and working at the site during the previous month with particulars of the general nature of the sub-contract or works.
- iv. Vendor's Liability Not Limited By Sub-contractors :- Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the BPC Official shall have received copies of any sub-contracts, the Vendor 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 Vendor.
- v. Owner may Terminate Sub-Contracts:- If any sub-contractors engaged upon the works at the site executes any work which in the opinion of the BPC Official is not in accordance with the Contract documents, the owner may by written notice to the Vendor request him to terminate such sub-contract and the Vendor 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 Vendor 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-contractor(s) from the Site.

## 20. POWER OF ENTRY:

If the Vendor 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 BPC Official:

- 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 BPC Official, or
- iv. Fail to carry out and execute the works to the satisfactions of the BPC Official, or
- v. Fail to supply sufficient or suitable constructional equipment, 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 Vendor by the BPC Official 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 Vendor's license to use the same, and to complete the works, by his agents, other Vendor 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 Vendor for the said materials other than such as may be certified in writing by the BPC Official to be reasonable, and without making any payment or allowance to the Vendor for the use of the temporary said works, constructional equipment 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 Vendor's (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 BPC Official shall be deducted from any money which may be due for work done by the Vendor under the contract and not paid for. Any deficiency shall forthwith be made good and paid to the Owner by the Vendor 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.

**21. VENDOR'S RESPONSIBILITY WITH OTHER AGENCIES:**

The Vendor 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 Vendor 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.

**22. OTHER AGENTS AT SITE:**

The Vendor 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 levelling, electrical and mechanical engineering works etc. No claim shall be entertained to works being executed in the above circumstances.

**23. NOTICES:**

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

**24. RIGHTS OF VARIOUS INTERESTS:**

Whenever the work is 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 BPC Official to secure the completion of the various portions of the work in general harmony.

**25. RIGHT OF OWNER TO DETERMINE/TERMINATE CONTRACT**

BPC may terminate the contract at any stage of the contract for reasons to be recorded in the letter of termination.

BPC, inter-alia, may terminate the Contract for any or all of the following reasons that the Vendor

- a) Has abandoned the work/Contract,
- b) Has failed to commence the works, or has without any lawful excuse suspended the work for 15 consecutive days.
- c) Has neglected or failed to observe and perform all or any of the terms acts, matters or things under this Contract to be observed and performed by the Vendor.
- d) Has to the detriment of good practices or in defiance of BPC's instructions to the contrary sub-let any part of the Contract
- e) Has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of BPC.
- f) Has stopped attending to work without any prior notice and prior permission for a period of 15 days.
- g) Has become untraceable
- h) Has without authority acted in violation of the terms and conditions of this contract and has committed breach of terms of the contract in best judgment of BPC.
- i) Has been declared insolvent/bankrupt.
- j) In the event of sudden death of the Vendor.

BPC, on termination of such contract shall have the right to appropriate the Security Deposit, Retention Money and invoke the Bank Guarantee furnished by the Vendor and to appropriate the same towards the amounts due and payable by the Vendor as per the conditions of Contract and return to the Vendor excess money, if any, left over.

**In case of Termination of the contract, BPC shall have the right to carry out the unexecuted portion of the work either by themselves or through any other Vendor at the risk and cost of the Vendor. In view of paucity of time, BPC shall have the right to place such unexecuted portion of the work on any nominated Vendor. However, the overall liability of the Vendor shall be restricted to 100 % of the total contract value.**

When the contract is terminated by the Owner for all or any of the reasons mentioned above the Vendor shall not have any right to claim compensation on account of such termination.

**26. PATENTS AND ROYALTIES:**

- 26.1 The Vendor, 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 Vendor is not licensed then the Vendor 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 Vendor fails to pay any such royalties or obtain any such licence, any suit for infringement of such patents which is brought against the Vendor or the Owner as a result of such failure will be defended by the Vendor at his own expenses and the Vendor will pay any damages and costs awarded in such suit. The Vendor shall promptly notify the owner if the Vendor 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 Vendor 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 Vendor 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 Vendor from any loss on account of claims on Vendor 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 terminal infringes on any patent right with respect to any sub-contract entered into by Vendor pursuant to the provisions of sub-contractors an undertaking to provide the Owner with the same patent protection that Vendor is required to provide under the provisions of this clause.

- 26.2 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 Vendor 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.
- 26.3 Where so desired by BPC Official, the Vendor 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 Vendor agrees to execute an individual SECRECY agreement from each or any person employed by Vendor having access to such documents, drawings and to any other agency or individual, without the written approval by BPC Official.

**27. LIENS:**

- 27.1 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 Vendor, 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 Vendor. If any lien or claim remain unsettled after all payments are made, the Vendor 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.
- 27.2 Vendor 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.
- 27.3 Vendor will not give any items concerning details of the work to the press or a news disseminating agency without prior written approval from BPC Official. Vendor shall not take any pictures on site without written approval of BPC Official.

**28. OPERATION OF CONTRACT:****28.1 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.

**28.2 Non-Waiver of Default**

Any failure by the Owner or Vendor 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 Vendor, as the case may be at any time to avail itself of same.

**29. LIMITATION OF LIABILITY :**

The aggregate total liability of the Vendor to owner under the contract shall not exceed the total contract price, except that this clause shall not limit the liability of the Vendor for following

- a) In the event of breach of any Applicable Law;
- b) In the event of fraud, wilful misconduct or illegal or unlawful acts, or gross negligence of the Vendor or any person acting on behalf of the Vendor or

- c) In the event of acts or omissions of the Vendor which are contrary to the most elementary rules of diligence which a conscientious Vendor would have followed in similar circumstances ; Or
- d) In the event of any claim or loss or damage arising out of infringement of intellectual property; Or
- e) For any damage to any third party, including death or injury of any third party caused by the Vendor or any person or firm acting on behalf of the Vendor in executing the works.

**30. VARIATION IN CONTRACT VALUE:****Compensation for Reduction in Contract Value due to change in quantity:**

- Up to & inclusive of (-) 25% of Total Contract Value (TCV): No cost compensation.
- Beyond (-) 25 % of TCV Cost compensation @10 % of reduction in the contract value from (-) 25% of TCV (i.e75 % of TCV).

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

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

**31. ESCALATION/ DE-ESCALATION:**

Final rates accepted by BPCL would be applicable from beginning of contract and there will not be any escalation or de-escalation of the finalized rates during the Contract period of 24 months. Extension for additional 12 months shall be at the sole discretion of BPCL at the same rates.

**32. DISCREPANCIS BETWEEN INSTRUCTIONS:**

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



## SECTION-IV BILLS/MEASUREMENT/PAYMENTS

### 33. TERMS OF PAYMENT:

Payment shall be in "Indian Rupees" only. 100 % payment (after making deductions like IT TDS) shall be made by BPC on a monthly basis against the work done during the preceding calendar month, within 15 days of submission of bill along with required records, receipts, proofs etc by the Vendor. However, in case the Vendor is liable to pay any damages, any statutory liabilities including wages, PF, ESI, etc, same will be deducted from the running bill. All bills shall be certified by resident BPCL officer.

Payment will be made through electronic mode. Successful bidder will have to provide details of their Bankers/e-mandate including Account No., etc., to the Owner before execution of the work.

GST paid by the Vendor shall be reimbursed on monthly basis on production of documentary evidence for remittance. Timely submission of respective monthly bills will be the responsibility of the Vendor.

#### **INCOME TAX & TDS:**

Income Tax deduction (including Education Cess) will be made from Vendor's monthly bills per the rules and regulations in force in accordance with the IT act prevailing from time to time. Necessary certificate in this regard will be given to the Vendor by BPC.

#### **LUMPSUMS IN TENDER:**

For the items in tender where it includes lumpsum in respect of parts of work, the Vendor 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 BPC Official 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 BPC Official shall be final and conclusive against the Vendor with regards to any sum or sums payable to him under the provisions of the clause.

### 34. MODE OF PAYMENT:

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

### 35. COMPLETION CERTIFICATE:

#### 35.1 Application for Completion Certificate:

When the Vendor fulfils his obligation, he shall be eligible to apply for completion certificate. The Vendor may apply for separate completion certificate respect of each such portion of the work by submitting the completion documents along with such application for completion certificate. The BPC Official shall normally issue to the Vendor the completion certificate within one month after receiving an application therefore from the Vendor 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 Vendor, after obtaining the completion certificate is eligible to present the final bill for the work executed by him under the terms of contract.

35.2 **Completion Certificate:**

The Vendor shall be furnished with a certificate by the BPC Official of such completion, but no certificate shall be given nor shall the work be deemed to have been executed until all surplus materials and rubbish is cleared off the site completely or until the work shall have been measured by the BPC Official whose measurement shall be binding and conclusive. The work will not be considered complete and taken over by the Owner, and to the satisfaction of the BPCL Official.

If the Vendor shall fail to comply with the requirements of this clause on or before the date fixed for the completion of the work, the BPC Official may at the expenses of the Vendor remove such surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the Vendor 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.

## SECTION-V TAXES/DUTIES/INSURANCE

### 36. TAXES, DUTIES/ INSURANCE:

The Vendor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties 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 Vendor and the Vendor 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 Vendor 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. Vendor 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 Vendor or sub-contractors 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.

### 37. INSURANCE:

Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor, by third parties or by Central or State Government authority or any political sub-division thereof.

The Vendor agrees to filing, with the Employees State Insurance Corporation, the Declaration Forms and all forms which may be required in respect of the Vendor's or sub-contractors 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 Vendor shall deduct and secure the agreement of the sub-contractors 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 Vendor 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 Vendor agrees to maintain all Cards and records as required under the Act in respect of employees and the payments and the Vendor shall secure the agreement of the sub-contractor to maintain such records. Any expenses incurred for the contribution, making contribution or maintaining records shall be to the Vendor's or sub-contractor account.

The Owner shall retain such sum as may necessary, from the total contract value until Vendor 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 Vendor's employees engaged in the performs of this contract, if any of the work is sublet, the Vendor 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 Vendor's insurance.

iii. **Any other Insurance Required under Law or Regulations or by Owner:**

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

iv. **Automobile Liability Insurance:**

Vendor 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 toss result from unauthorised use of the vehicle.

**38. DAMAGE TO PROPERTY:**

- i. Vendor 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 wilful acts or omission of Vendor, his employees, agents, representative or / sub-contractor.
- ii. The Vendor 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 wilful acts or omission of Vendor, his employees, agents, representatives or sub-contractors.

## SECTION-VI LABOUR LAWS AND OTHER REGULATIONS

### 39. COMPLIANCE WITH STATUTORY REQUIREMENTS:

The Vendor shall conform to the provisions of all local laws / by laws and regulations relating to the work and pay all fees payable to such authorities for execution of the work involved. BPC shall not be responsible for such liabilities and claims.

The Vendor shall comply with the provisions of all labour legislation including the requirements of:

- Payment of Wages Act
- Factories Act 1948
- Workmen Compensation Act
- Contract Labour (Regulation & Abolition Act, 1970 & Central Rules, 1971) Act.
- Shops & Establishment Act PF & ESI Acts
- Prevention of Child Labour Act, (No child labour shall be employed by the Vendor)
- Indian Contract Act.
- Maternity Benefit Act etc.

Compliance with all the requirements of above Acts/ Regulations/related rules shall be responsibility of the Vendor.

The Vendor shall obtain necessary license from the Licensing Authority under the Contract Labour (Regulation & Abolition) Act, 1970 and the Central Rules framed there under and produce the same to BPCL before start of work.

The Vendor shall not undertake or execute or permit any other agency or sub-contractor to undertake or execute any work on the Vendor's behalf through contract labour except under and in accordance with the licence issued in that behalf by the Licensing Officer or other authority prescribed under the Factories Act or the contract labour (Regulation & Abolition) Act-1970 or their applicable law, rules or regulations, if applicable.

The provision of EPF & MP Act, 1952 and the Rules/Schemes there under shall be applicable to the Vendor and the employees engaged by him for the work. The Vendor shall furnish the code number allotted by the RPFC Authority, to the BPC before commencing the work.

The Vendor shall be exclusively responsible for any delay in commencing the work on account of delay in obtaining a license or in obtaining the code number and the same shall not constitute a ground for extension of time for any purpose.

The Vendor shall enforce the provisions of ESI/EPF Act and Scheme framed there under with regard to all his employees involved in the performance of the Contract and shall deduct employee's contribution from the wages of each of the employees and shall deposit the same together with employer's contribution of such total wages payable to the employees in the appropriate account. Vendor is required to submit documents/challan towards proof of remittance towards ESI, EPF for the workers engaged for this work along with every RA bill, failing which owner will deduct 20% of the amount of the Vendor's bill and retained deposit will be refunded to the Vendor only on production of documents/challan.

Requirement of Factory Rules are to be met by the Vendor and shall be included within his quoted price.

In addition to the clauses mentioned, in an event of non-payment/short payment of statutory dues (like minimum wages, PF/ESI contribution, etc.) and /or any penalty payable on account of non-adherence to statutory regulations, within the stipulated period as stated in the relevant laws/rules, the owner reserves the right to recover/withhold the said amount including penalty, if any which may arise on account of such non-payment /short payment. Notwithstanding the above, the bidder shall be responsible for any future litigation /action that may arise on account of such non-payment/short payment.

The Vendor shall ensure that work procedures and actions fully conform to all the relevant statutes, acts, laws and bye –laws applicable. The Vendor shall also ensure strict adherence to National/International standards/conventions/ requirements as well as the current editions of the codes and standards as applicable to FMS of the terminal.

BPCL will take Approvals for all necessary statutory licenses applicable to Plant & Machinery. Vendor will take the license for weights and measurement stamping and renew the same on yearly basis.

**40. INDIAN FACTORIES ACT 1948:**

The Vendor shall follow the provisions of Indian Factories Act and all rules made there under from time to time as applicable and shall indemnify the employer against all claims of compensations under the provisions of the act in respect of workmen employed by the Vendor in carrying out the work against all costs, expenses and penalties that may be incurred by the employer in connection therewith.

**41. LABOUR LAWS:**

- i. Vendor shall submit the Labour License obtained from the Office of the commissioner of Labour, or appropriate authority acceptable to the BPC as required for executing the work.

- ii. The Vendor shall maintain the wage Records, work commencement /completion certificate etc. and obtain necessary clearance from BPC for bill clearance.
- iii. No labour below the age of eighteen years shall be employed on the work.
- iv. The Vendor 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.
- v. The Vendor 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 himself 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 Vendor and not his sub-contractors under the provisions of the Act. The Vendor 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 Vendor to be refunded only after the Company is satisfied that all the workmen employed by the Vendor 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.
- vi. The Vendor 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. Vendor shall obtain their own provident fund account number. Offer of the Vendor who does not have provident fund account will be liable for rejection.
- vii. The Vendor will comply with the provisions of the Payment of Gratuity Act 1972 as may be applicable and as amended from time to time.

**42. CHILD LABOUR PROHIBITION:**

The Vendor shall strictly comply with provisions of various enactment on child labour including "Child Labour (Prohibition & Regulation) Act, 1986 and shall not engage any labour below the age of 18 years for any kind of work in the BPC premises. BPC reserves the right to terminate the



contract for violation of the provisions of the above enactment. BPC reserves the right to reject the persons found not suitable for the job.

In the event of non-compliance with the statute or the provisions thereof, referred to above, it shall be open to BPC to withhold such amount as in its opinion is due and payable by the Vendor in respect of its employees from and out of dues, payable by BPC to the Vendor and such due shall be held by BPC with it until proof is submitted by the Vendor to BPC indicating compliance with such statutes within reasonable time, failing which BPC shall deposit such amounts with the authorities concerned on behalf of the Vendor and inform the Vendor of such deposit or deposits”.

**43. IMPLEMENTATION OF APPRENTICES ACT 1961:**

The Vendor 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 BPC Official may, at his discretion, cancel the contract. The Vendor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the act.

**44. VENDOR TO INDEMNIFY THE OWNER:**

The Vendor is also required to indemnify the owner, against any suit or loss or claim or penalties or damages whatsoever resulting out of non-compliance on the part of the Vendor with the provisions of aforesaid act and the schemes framed thereunder or non-compliance of any of the terms and conditions of this tender.

The Vendor shall indemnify and hold harmless BPC and their representatives free from any and all liabilities arising out of non-fulfilment of HSE requirements

Vendor shall conduct the business in such a manner, so as to give a clear indication to the third parties that the property and in such goods belonged to BPC. Bidder shall render to BPC proper accounts for all such property and the strict proof thereof. Vendor shall not sell, transfer, alienate, mortgage, charge, hypothecate, pledge or otherwise create any encumbrances on all or any of the said property in such goods, i.e. product and packing material.

The Vendor shall not subject, the property and such goods belonged to BPC, to any attachment, lien, distraint or subject to transfer, possession of custody by any officer or Court Receiver of any revenue Authority in any proceedings to which the Vendor might become a party or which might otherwise be initiated against the Vendor by any third party. Notwithstanding anything contained in this tender, any violation of this clause by committing any act of omission whether voluntary/involuntary on Vendor part shall be a ground and sufficient cause for BPC to terminate forthwith, the work order placed on the Vendor.

**45. VENDOR'S PERSONNEL AND PROPERTY:**

The Vendor shall be liable for and shall indemnify the owner, the participants and owner's personnel from and against all claims in respect of any death or injury or Vendor's personnel and any damage to Vendor's property in each case caused by or arising out of the performance of this contract and whether or not arising in respect of a serious event. The assumption of liability and the indemnity contained in this clause extends to any claims made against the owner pursuant to any provision of any agreement, whenever effective, under which owner assumes liability in respect of and/or indemnifies and/or otherwise compensates any other person or body in respect of the death or injury of Vendor's personnel and any damage to Vendor's property arising in respect of a serious event.

All Vendor's personnel which may include permanent, temporary or casual, servants, agents and / or representatives, contractual or otherwise, either Vendor's and /or their sub- contractors, affiliates/subsidiaries/co-ventures shall be covered under Vendor's workers compensation and employers liability insurance of statutory benefits and any damages or compensation payable in respect of accidents of injury as set forth and required by applicable law in the area of operations or such other jurisdiction under which Vendor may become obligated to pay benefits. Employers' liability insurance, including appropriate maritime coverage covering all Vendor's personnel shall be provided to meet the requirement of this clause or as required by applicable statute, whichever is greater. Workmen's compensation and / or employers' liability insurance covers or coverage of comparable nature, to the full extent required by all statute/laws applicable in any jurisdiction of operations hereunder in the course of contract shall be effected by the Vendor for the appropriate limits and for the entire period of the contract.

**Personnel Injury and Property Damages:**

- a) Vendor shall indemnify and hold harmless the indemnified all claims resulting from personal injury to any personnel, employees, sub-contractors or agents of Vendor or damage to any property of Vendor or any employees or agent or sub-contractor arising out of the performance of the services, whether or not the personnel injury or damage to property is caused by or contributed to by the negligence or other legal fault of the indemnified.
- b) Vendor shall further indemnify and hold harmless the indemnified against all claims resulting from personal injury to any person (s) or damage to any property to the extent that the personal injury or damage is contributed to by negligence or other legal fault of the Vendor.

**Third party and third party property:**

Third party liability insurance shall be provided for liability arising from all operations of Vendor including accidental / similar liabilities. The policy shall include coverage for premises and operations & maintenance. It is expressly the term third party shall mean and include any person other than that employed by Vendor himself and shall not extend to any person in employment

of owner or sub-contractor / associates / affiliates / subsidiaries/ co- ventures and or other similar agencies.

Vendor shall be liable for and shall indemnify Owner and owner's personnel from and against all claims in respect of any death or injury of a third party and any damage to third party property in respect of each and any single incident caused by or arising out of the performance of this contract by Vendor or its sub-contractors.

Apart from complying with the various expressed conditions it is necessary for the Vendor to take reasonable precautions.

- For safety of the property insured by BPC.
- In selection of labour
- To prevent injury, loss or damage
- To allow the insurer's access to examine the insured's premises terminal and equipment
- To minimize loss in the event of an accident

**46. HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS:**

In respect of all labour directly employed in the works for performance of the Vendor's part of this agreement, the Vendor 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.

**47. SAFETY REGULATIONS:**

- i. In respect of all labour, directly or indirectly employed in the work for the performance of Vendor's part of this agreement, the Vendor 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 Vendor 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 Vendor shall be held responsible for the consequences thereof and shall keep the company harmless and indemnified.

**48. ARBITRATION:**

Any dispute or difference whatsoever arising out of or in connection with this Agreement including any question regarding its existence, validity, construction, interpretation, application,

meaning, scope, operation or effect of this contract or termination thereof shall be referred to and finally resolved through arbitration as per the procedure mentioned herein below :

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

**49. JURISDICTION:**

The Vendor shall be governed by the Laws in force in INDIA. The Vendor hereby submits to the jurisdiction of the Courts situated at Kolkata, for the purpose of actions and proceedings arising out of the contract and the courts at Kolkata, only will have jurisdiction to hear and decide such actions and proceedings.

## SECTION-VII SPECIAL CONDITIONS OF CONTRACT

### GENERAL:

- (a) "Owner" means "Bharat Petroleum Corporation Ltd", incorporated in India having its Registered Office at Currimbhoy Road, Ballard Estate, Mumbai -400001.
  - (b) It is implied that wherever "BPC" or "BPCL" is appearing in the various sections of the tender document the same shall be read as" Bharat Petroleum Corporation Ltd "
  - (c) Wherever Vendor, bidder, tenderer, has been mentioned, it implies the successful Bidder.
  - (d) Notwithstanding the subdivision of the document into these sections and volumes every part of each shall be deemed to be supplementary and complimentary of every other part and shall read with and into the contract so far as it may be practicable to do so.
  - (e) The Vendor has to maintain all necessary documentation and records such registers, Inventory registers, Daily reports, Weekly reports, Monthly reports, Material reconciliation reports and all other documentation as required for the smooth and effective implementation of the work. Such of these reports as advised from time to time shall be submitted on a periodical basis to BPCL. All reports submitted to BPC shall be in duplicate and also in a soft form.
  - (f) The Vendor will operate the required fire-fighting equipment and will be prepared at all times to combat fire eventuality at their place of work.
  - (g) The contract shall be treated as having been entered into from the date of handing over the facilities by BPC to the Vendor.
  - (h) It is expressly agreed between the Parties that the Vendor is merely permitted to enter upon the premises for operation and maintenance during the term of the agreement. The Vendor shall have no right, title or interest of any nature whatsoever in the said premises, plant, products or machinery. The Vendor undertakes not to claim tenancy, ownership, leasehold rights on the said products, plant or machinery
- 50.** Mobile Tank Containers (MTC) vehicle coming for supplies and filling, should be run by driver with valid driving license, PUC certificate, delivery challan / work order copy for reference. Fitness certificate and police verification certificate of the driver is a must for security purposes.

51. Driver or the crew coming for Mobile Tank Container (MTC) filling, should have all the required PPEs. BPCL may conduct trainings for the driver and the crew, for which the successful tenderer has to abide by the rules and regulations & work permit system of working inside LPG terminal.
52. Every Mobile Tank Container (MTC) filling shall be administered and carried out in the presence of a BPCL officer only. The vendor has to share details of the driver and crew well in advance before the arrival of every MTC vehicle at site for filling operations to ensure timely issue of gate passes/ work permits etc.
53. Loading shall be carried out between 0900 hrs to 1730 hrs only. In no circumstances, Mobile Tank Container (MTC) vehicle shall be allowed to enter the premises after 1730 hrs. Any mishap that might happen outside the Terminal shall be a liability of the tenderer only. BPCL shall not provide parking space to the vehicle if the same reaches the terminal after or before the mentioned time period or without any prior intimation.
54. Whereas all efforts shall be made to unload the MTC on the same day of reporting, in case of operational exigency it is possible that the vehicle may be held at site upto 01 nos days. Vendor shall make transportation arrangements accordingly.
55. Mobile Tank Container (MTC) vehicle should carry a flame arrestor for the exhaust pipe of the engine. Moreover, the vehicle should have a CI fired engine as petrol engines are strictly prohibited inside the terminal.
56. Vehicle for Static Tank Container (STC) filling shall be stationed inside the terminal, close to the Ethyl Mercaptan dosing facility. Vendor has to arrange for hoses with suitable fittings and adaptors / couplings in place for the unloading operation. Hoses of lengths from 10m to 50m should be available based on the space available for vehicle parking inside the terminal premises. Hoses used should be SS braded type and should be hydro-tested in every 3 months with relevant testing certificates.
57. For STC filling to be carried out, all necessary tools, tackles, filling hoses, fittings, etc. have to be arranged by the tenderer only. BPCL shall only provide the parking space for the vehicle to unload. All hoses and equipments being used should possess valid testing and material certificates. These documents must be presented to the concerned BPCL officer, before carrying out each unloading operation.
58. Scrubbers, Nitrogen gas, etc. have to be arranged by the tenderer for STC filling operation.

59. Additional manpower if required may be provided by BPCL to aid in the STC filling operation. The manpower shall help in supervision; those connections, vehicle parking, and arranging for gate pass only.
60. Invoices shall be processed based on the actual Ethyl Mercaptan (EM) unloaded for a particular STC filling operation only. Tenderer shall have to provide COMMERCIAL TAX INVOICE for each STC loading operation.
61. Quantity of Ethyl Mercaptan may vary from 1500 Kg to 2000 Kg, for each STC filling. Tenderer has to arrange for vehicle as per the declared quantity.
62. Neutralizing and Masking solutions have to be arranged by the tenderer for each STC filling operation.
63. In case there is EM leak due to any discrepancy in STC filling operation, the tenderer shall be held solely responsible and shall have to submit an explanation with reason for the accident / leak, whenever asked for. Also cost of damages or any compensation if any to be borne by the tenderer.
64. The contractor has to ensure overall safety of all the workmen employed by him and should provide safety shoes and protective clothing, helmet etc. The contractor shall also ensure that the safety shoe/protective clothing, helmet, uniforms is regularly worn by all his workmen. Officer may instruct for stoppage of work if the safety norms are not complied with.
65. The contractor would be required to engage adequate number of manpower so as to carry out all the work satisfactorily. The persons employed should be of suitable age for brisk working and should have knowledge about the work, inside the terminal. No person above the age of 60 years or below 18 years shall be employed by the supplier in the terminal.
66. The tenderer are requested to visit the work site during normal working hours before quoting their final rates to understand the local site conditions and scope of work. In case the visit is not made, it shall be assumed that the vendor has understood the site conditions and scope of work in totality. The rates quoted in the tender should be firm & final.
67. Nitrogen to be used for EM unloading should be of at-least 99% purity. Quality certificate should be available with the tenderer for the same for each parcel dispatched to BPCL LPG Import Terminal, Haldia
68. **DRESS CODE:**

All deployed manpower shall wear safety shoes and safety helmets of approved IS quality. Depending on work requirement respective worker shall wear additional chemical resistant safety gear like mask, apron, safety gloves, belts etc required for safe filling of Ethyl Mercaptan at site.

**69. TAXES:**

No statutory variations in any other taxes/duties except GST will be entertained. Only new/fresh taxes levied by Central/State Government and if applicable, shall be paid by BPC upon submission of relevant and applicable Gazette notification and production of documentary evidence for remittance of such new taxes. For this purpose, Vendor has to advise the rate build-up along with their quoted price in the Price Bid.

In case there is increase/decrease in the GST rate during anytime during the contract period, differential amount of tax will be reimbursed/ deducted to the Vendor.

Vendor shall have to issue such Invoices so as to enable BPCL to take credit of GST and other taxes.

**70. PENALTY**

Vendor shall be required to strictly adhere to the quality control/audit compliance procedures stipulated by the Corporation from time to time. If any deviations are observed as per the prescribed norms or statute then penalty shall be raised against the Vendor as given below:

**A. NON-COMPLIANCE OF REQUIREMENTS**

The Vendor shall adhere to all provisions of BPCL Operation & HSSE requirements. In case of non-compliance or failure in implementation of any of the provisions, BPC may impose stop of work without any cost & time implication to owner. BPCL shall be entitled to deduct and recover the said Penalty from any/all dues payable to Vendor and also claim the balance, if any from SD/PBG.

**B. PENALTY ON NON-MOBILISATION & LOSS OF PRODUCTION:**

The requirement of Ethyl Mercaptan at site is very critical service for BPCL, since in case of non-availability of the same entire production at site shall stop. Hence, no delay in delivery of the material will be tolerated. Even though if there is a delay, in such a case, BPCL may make penal deductions of 10% of the value of consignment (including taxes) from the subsequent bill on discretion of BPCL engineering in-charge.

Vendor is liable for all consequential Penalty for non-compliance of any of the tender conditions, and the same will be recovered from the Vendor's running bills and SD/PBG.

**C. MAXIMUM PENALTY ON THE TOTAL CONTRACT VALUE:**

The total amount payable by the Vendor on account of the above clauses on Penalty, i.e., Clause No.70A,70 B, shall be restricted to a maximum of 25 % (twenty five percent) of the total accepted



contract value. The above penalty would be over and above the liability mentioned in clause number 25 and 29 of Annexure-IV of this tender.

**71. COMMENCEMENT OF WORK:**

The successful Bidder shall submit the SD/PBG in the manner specified within fifteen days of issue of LOI/PO. After the issue of LOI/PO, upon receipt of confirmed call from BPCL, vendor has to supply the first parcel within 7 days of receipt of confirmed call from BPCL without fail. In case the vendor is unable to supply required parcel/ ceases to supply required parcels of Ethyl Mercaptan, BPC reserves the right to cancel the Order and forfeit the **FAULT BY SUCCESSFUL BIDDER.**

The successful Bidder may be debarred at the discretion of the company, from issue of further tender documents work orders etc., for a specified period to be decided by BPC in case of undue delay in starting and execution of work awarded, poor performance, backing out from the tender, not accepting work order/LOI during the validity of tender or non-observance of safety rules and regulations, misappropriation of company's materials/property, non-payment of due wages to labour or such similar defaults.

**72. VERIFICATION OF DOCUMENTS:**

The successful bidders will have to produce Originals of the submitted documents before issuance of Work order/LOI.

**73. ECS PAYMENT**

The bidders are advised that all payments related to this work would be made through Electronic Clearance Service (ECS). The bidder would be required to provide particulars of their bank account along with the bid.

In the event of change in bank account during the pendency of the order, it is the responsibility of the successful bidder to advise BPC of the changes under the signature of an authorized person in their letterhead and seek an amendment to the Agreement if required.

Failure on the part of the bidder to communicate changes in bank account nos. (for reasons which may include change in the constitution of a party due to amalgamations/ mergers/take-over) or delay in receipt of communications or non-updation of bank account no. may result in payments being made to an unrelated account for which BPC will not be responsible.

**74. CONFIDENTIALITY**

The parties shall during the contract period of the agreement & thereafter, maintain secret and confidential and shall not disclose to any third party or person any proprietary information or any other information considered secret & confidential by any of the parties, which is disclosed at any time during or for the purpose of negotiation or implementation of the agreement & bidding

documents. The parties shall take reasonable measures to ensure that their employees comply with the confidentiality obligations set forth in the agreement.

**75. TRADE MARKS**

The Vendor shall not do any act whereby the BPC's rights in its trademarks or any of them may be jeopardized. The Vendor shall not at any time claim or have any right in any of the trademarks of BPC and shall promptly convey to BPC any information obtained or received by the Vendor of any infringement of any trade mark of BPC or of the use by any person, firm or Company of any trademarks which may be confusingly similar to any of the trademarks of BPC. The Vendor shall not use any trademarks of BPC except as may be specifically allowed in writing by BPC at its sole discretion.

**76. CONTRACT PERIOD:**

The duration of the contract shall be for a firm period of 24 (twenty four) months from the date of commencement of contract at the terminal by the successful Bidder and can be extended for one more year at the sole discretion of BPCL.

**77. CONTRACT DOCUMENT:**

The Bidder whose Bid has been accepted by BPC shall enter into an Agreement, with BPC at the date and place as notified by BPC. In case LOI/PO is released, the successful bidder should acknowledge the same within 15 days of mailing of the Order and any delay in acknowledging the receipt will be a breach of contract.

The contract documents for the agreement shall be prepared after award of contract as intimated to the successful Bidder by Letter of Intent. Until the final contract documents are prepared and executed, the bidding documents together with the Annexure(s), modifications, deviations agreed upon by BPC and Bidder's acceptance thereof should constitute a binding contract between the successful Bidder and BPC. The documents for preparation of the Agreement shall consist of the following:

- Original bidding documents submitted by the bidder along with its enclosures.
- Addendum / Corrigendum to the bidding documents, issued by BPC, if any.
- Fax/email of Intent/ Letter of Intent along with statement of Agreed Variation (if any) and enclosures therewith.

**78. SUSPENSION OF PRODUCTION AND SUPPLIES:**

- a. Without prejudice to the other provisions of the Contract, BPCL reserves the right to order suspension of production and supplies to the terminal in case of repeated quality and Safety related aspects were reported by officers/ representatives of BPCL/Statutory authorities, and/or non- conformity to the laid down process, or if any lapse is reported by any statutory authority, quality complaint from any source, malpractice detected by any authority etc. at any time during the currency of the Agreement.
- b. Such suspension orders will be intimated to the vendor in writing by email and/or fax and/or Registered Post, by the Corporation. On receipt of suspension order, vendor shall carry out detailed root-cause analysis.
- c. Corrective and preventive actions to be taken for avoiding recurrence of a particular type of Quality and safety related aspects should be identified and implemented by the Vendor. Vendor shall submit an action-taken report to BPCL. BPCL shall revoke the suspension based on the adequacy of this action-taken report.
- d. The vendor will be required to complete all actions necessary to obtain clearance from Corporation for resumption of production at the earliest but not later than 7 days from the date of suspension.
- e. If request for the clearance from Corporation is not applied for within the said period of 7 days, the Corporation shall have the rights solely at its discretion to cancel contract and forfeit the performance bank guarantee amount without prejudice to any other right as may be available to the Corporation both under law and the contract terms contained in this agreement for the recovery of the damages.
- f. Whenever the Vendor is under suspension, BPCL will arrange supplies of the required Ethyl Mercaptan (E.M.) from other vendor(s), other locations etc. Extra cost, if any, borne by BPCL while supplying from these markets, as outlined above, shall be recovered from the defaulting Vendor as per actuals.

**MEMORANDUM OF AGREEMENT**

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

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

1. The Vendor shall carry out and complete the work as mentioned in the Purchase order/Contract No. \_\_\_\_\_ dated \_\_\_\_\_, (hereinafter referred to as "the work") for the Company at its specified site to its complete satisfaction in accordance with the specifications, schedule of rates and plans attached as per Purchase order/Contract and with the instructions given from time to time, by the Company's authorized engineer under whose supervision the work shall be-executed. The parties hereto agree that this agreement shall be effective from the date of the aforesaid Purchase Order/Contract.
2. **Inspection of site:** The Vendor has been given an opportunity before or at the time of the entrusting of the work to him of making an inspection of the site to set at rest any doubt he may have had about the difficulties attending his offer, and any difficulties which may be met with by him in the course of the execution of the work shall neither relieve him from fulfilling the terms of this Agreement, nor entitle him to claim extra payment or an extension of the period stipulated for the completion of the work, except where it will be agreed by the Company's authorized Engineer that such difficulties could not have been foreseen.
3. **Supply of Labour and Materials:** The Vendor shall furnish all labour, materials, equipment or tools necessary for the construction of the work, except such materials, equipment or tools as will be supplied by the Company and are detailed in Purchase order/Contract. The Vendor will assume full responsibility for the protection and safety of the work during its construction. The details and dimensions shown on the said plans referred to in the Purchase order/Contract shall be strictly adhered to by the Vendor and no alterations shall be made therein unless previous sanction thereto has been given in writing by the Company.
  - a. The Vendor shall prepare his own details, drawings and any other data required.
  - b. All materials supplied by the Vendor shall be of the best quality. The Vendor shall at his own cost arrange for and/or carry out any test of materials, which the Company's authorized Engineer may require.

- c. The Vendor shall at the request of the Company's authorized Engineer immediately dismiss from the work any person employed thereon who, in the opinion of the Company's authorized Engineer, is unsuitable or incompetent or who, has been guilty of misconduct, and such person shall not again be employed or allowed on the works without the permission of the Company, in writing.
4. **E. & O. E.** No advantage is to be taken either by the Company or the Vendor of any clerical error or mistake, which may occur in the specification, schedule of rates, plans, tender or any other papers supplied to or by the Vendor in connection with the work.
5. **Damage on account of Incomplete work:** The Vendor shall commence the work and shall complete the work as mentioned in Purchase order/Contract failing which the Vendor shall pay or allow to the Company to recover as liquidated damages, at the rate of minimum 0.5% per week of delay or part there of up to a maximum of 5% of the total contract value, if Liquidated damages clause is made applicable in the contract. Such damages may be deducted by the Company from any amount due to the Vendor; otherwise they shall be recoverable by lawful means.
6. **a). Determination of the Agreement:** The company shall, at any time, be entitled to determine and terminate the contract, if in the opinion of the company, the cessation of the work becomes necessary owing to paucity of funds or for any other cause whatsoever. On such determination / termination, the cost of approved materials, brought by the Vendor and lying at the site, at current market rates as verified and approved by company's engineer and of the value of the work done to date by the Vendor shall be paid for in full at the rate specified in the contract. A notice in writing from the company to the Vendor of such determination and termination and reasons therefore shall be the conclusive proof of the fact that the contract has been so determined and terminated by the company.  
Should the contract be determined as above and the Vendor claims payment to compensate expenditure incurred by him in the expectation of completing the work, the company shall consider and admit such claim as are deemed fair and reasonable and are supported by the vouchers to satisfaction of the BPC Official. The company's decision on the necessity and propriety of such expenditure shall be final and conclusive and binding on the Vendor.  
The Vendor shall not be entitled to get any possible loss of profit that he could have earned had the contract been not determined / terminated under the above clauses of this article.
- b). Termination/Offloading:** The Vendor fully understands that timely completion of the work as per the schedule is of paramount necessity as otherwise it would lead to adversely affecting the schedules of other works/project with resultant financial and other losses to the Company. In view of this, the Vendor unconditionally agrees and binds himself to be liable for all the consequences for non-completion of the work within the stipulated time.

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

7. **Defective Work / Materials:** If the work done by the Vendor or any part there of shall be found defective in workmanship or by reason of bad or inferior materials used, then in such case he shall at his own risk and cost without delay, demolish all such defective work and rebuild or replace the same in a satisfactory manner. The Company may, if necessary, at the cost and risk of the Vendor, temporarily stop all other activities by the Vendor in connection with the work until such time as the defective work has been rebuilt or replaced at the Vendor's cost. In case of default on the part of the Vendor to remove defectives work and rebuild or replace the same without delay and in a manner satisfactory to the Company, the Company shall be entitled to employ another Vendor or its own workman to carry out the removal and rebuilding or replacing at the risk and cost of the Vendor.
8. **Substitution of Vendor:** If the Company finds it necessary to employ a person or persons for the purposes provided in clauses 6 (b) and 7 above, then the Company may deduct and retain from out of the sums due to the Vendor all such amounts as they may require to pay or to reimburse themselves there from in respect of the costs and expenses which they have incurred in completing the work and or in removing defective work and rebuilding or replacing the same in a manner satisfactory to the Company and if such amounts be more than the sums due or thereafter becoming due to the Vendor, than the balance, shall be a debt recoverable from the Vendor by the Company. The Vendor shall not in any manner do or cause to be done any act, matter or things whatsoever to prevent the person or persons so employed by the Company from removing defective work and re- building or replacing the same in a manner satisfactory to the Company and/or from, completing the work in the manner aforesaid.
9. **Removal of Material:** On the Determination of the Agreement as referred to in Clause 6, the Vendor shall at his own risk and cost remove from site within Seven days all his materials, equipment and tools. It is agreed that in case of such determination the company shall be entitled to purchase from the Vendor such materials as will be approved by the Authorized Engineer of the Company at the prices then current. If the Vendor does not remove the other materials, equipment and tools which he has been asked to remove within the time prescribed as aforesaid, the Company may remove and sell the same holding the proceeds less the cost of storage, removal and sale to the credit of the Vendor. Should Company incur any loss in respect of the sale, it shall be entitled to recover same from the Vendor.

10. **Inspection of work:** Inspection will be made periodically during the progress of the work by the authorized Engineer of the Company and all work performed must be of acceptable quality of which the said BPC Official will be the sole judge.
11. **Supervision:** The Vendor shall during the whole time the work is in progress, employ one or more competent and technical English speaking Supervisors acceptable to the Company's authorized Engineer, one of whom at least shall be in constant attendance at the site while persons are at work there. Any directions, explanations, instructions, or notices in connection with the work given by the Company's authorized Engineer to these Supervisors shall be deemed to have been given to the Vendor.
12. **Payment:** The Company, in consideration of the Vendor carrying out and completing the said work at the Company's said site, to the satisfaction of the Company, shall pay the Vendor as per the said schedule of Rates, subject to deductions, retentions and abatements, if any to be made therefrom in accordance with the provisions of this Agreement. During the progress of the work and provided the work is progressing according to the time-table laid down to the Vendor, the Vendor shall be entitled once a month to receive advance payment on the above mentioned sum proportionate to such part of the work as shall have been executed during the preceding month but only after such part of the work as has been executed has been inspected and approved by the Company's authorized Engineer. From such interim payments each time 10% will be withheld as Security deposit and this 10% will be paid to the Vendor after the defect liability period, provided that any defects appearing during that period are corrected by him. OR  
  
100% payment will be made on the basis of actual executed quantities after satisfactory completion and due certification by BPCL Official. In lieu of 10% Retention money towards Security deposit, Vendor shall submit bank guarantee of equivalent amount of retention money (10% of contract value) before submission of 1st Running Account (RA) bill valid for defects liability period specified. Further, the Bank Guarantee shall have a claim period of six months beyond the date of expiry, and the same shall be mentioned clearly in the Bank Guarantee.
13. **Defects after Completion:** Any defects which may appear within the defect liability period specified shall, upon the directions in writing of the Company and within such reasonable time as shall be specified therein be amended and made good by the Vendor, at his own cost unless the Company shall decide that the Vendor will be paid for such amending and making good, and in case of default on the Vendor's part, the Company may amend and make good or have amended and made good such defects and all damages, losses and expenses consequent thereon, incidental to those shall be borne by the Vendor and such damages, losses and expenses shall be recoverable from him by the Company or may be deducted by the Company from any moneys due to or thereafter becoming due to the Vendor. Alternatively, the Company may, in lieu of such amending and making good by the Vendor elect to deduct from any moneys due or thereafter becoming due to the Vendor a sum to be determined by the Company sufficient to cover the cost of amending and making good such defects, and in the event of the amount

withheld in accordance with Clause 12 being insufficient, recover the balance from the Vendor together with any expenses the Company may have incurred in connection with such recovery. Should any defective work have been done or bad inferior materials supplied by any Sub-contractor employed on the work, has been approved by the Company as provided in Clause 15, the Vendor shall be liable to amend and make good in the same manner as if such work or materials had been done or supplied by the Vendor. The Vendor shall remain liable under this Clause notwithstanding the signing by the Company's authorized Engineer of any certificate or the passing of any account.

14. **Alterations:** The Company reserves the right at any time to alter any quantities of any item indicated in the Purchase order/Contract, in which case the total amount payable to the Vendor shall be less or higher, proportionate with the reduction or increase in quantity of such item, allowance for which will be made at the Vendor's agreed rates.
15. **Subletting Agreement:** The Vendor shall not sublet or assign the work or any part thereof to another party without the written consent of the company and no such subletting or assignment shall relieve the Vendor from the full and entire responsibility of his obligation under this Agreement.
16. **Cancellation:** The Company shall at any and all times during the period stipulated for the work, has the right forthwith to cancel this agreement by giving written notice thereof to the Vendor and in such case the Vendor shall be paid for such part of the work as has been executed by him up to the date of cancellation, on the basis of schedule of rates as per Purchase order/Contract and shall be reimbursed by the Company for the cost and expenses incurred by him but which would now be wasted as a direct consequence of the cancellation of the Agreement.
17. **Workmen's Compensation Liability:** The Vendor shall hold the Company harmless and indemnified from and against all claims, costs and charges for which the Company shall be liable under the Workmen's Compensation Act, 1923 and any amendments thereof and the expenses to which it shall be put thereunder, both in respect of personal injuries (within the meaning of the said Act) to the employees and servants of the Vendor or Sub-contractors, (if any), arising out of, or occasioned during the currency of this agreement through the acts or omissions, whether due to negligence or not of the Vendor, Sub-contractor and/or Company and/or their respective servants and employees and also in respect of the personal injuries (within the meaning of the said Act) to the servants and employees of the Company arising out of, or occasioned through the acts and omissions whether due to negligence or not of the Vendor, Sub-contractor and or their servants and employees in carrying out any of the provisions of this Agreement. This indemnity shall be in addition to and not in lieu of any indemnity to which the Company shall be entitled in law. The Vendor shall at his own expense effect and maintain, until the completion of the work, with an approved office a Policy of Insurance in the joint names of the Company and the Vendor, against such risks and deposit such Policy or policies with the



Company from time to time during the currency of this Agreement. The Vendor shall be responsible for anything not included in the Insurance Policies above referred to and also for all other damage to person or property arising out of or incidental to the negligent or defective carrying out of this agreement and shall keep the Company harmless and indemnified. He shall also indemnify the Company in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages arising therefrom. The Company shall be entitled to deduct the amount of any damages compensation costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sum or sums due or thereafter becoming due to the Vendor.

18. **Safety Regulation:** The Vendor shall ensure that he/his Sub-contractor and his, or their personnel or representatives shall comply with all safety regulations issued from time to time by the Company or otherwise howsoever and should any injury resulting in death or not or damage to any property occur as result of failure to comply with such regulations the Vendor shall be held responsible for the consequences thereof, shall keep the Company harmless and indemnified.

19. **Arbitration**

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

- a) The dispute or difference shall, in any event, be referred only to a Sole Arbitrator
- b) The appointment and arbitration proceedings shall be conducted in accordance with SCOPE forum of Arbitration Rules for the time being in force or as amended from time to time
- c) The Seat of arbitration shall be at Kolkata.
- d) The proceedings shall be conducted in English language
- e) The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the Sole Arbitrator.
- f) The parties hereby agree that the courts in the city of Kolkata, alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator hereunder shall be filed in the concerned courts in the city of Kolkata only.

20. **Jurisdiction:**

The Vendor shall be governed by the Laws in force in INDIA. The Vendor hereby submits to the jurisdiction of the Courts situated at Kolkata, for the purpose of actions and proceedings arising out of the contract and the courts at Kolkata, only will have jurisdiction to hear and decide such actions and proceedings.

**21. Minimum Wages:**

The Vendor, his executors and administrators (and in the case of a Limited Company, its successors and assigns) shall hold the Company harmless and indemnified from and against all claims, costs and charges, for which the Company shall be liable under the Minimum Wages Act, 1948, the Contract Labour (Regulation and Abolition) Act, 1970 and any amendments or modifications thereof, and all expenses it shall be put thereunder through the acts or omissions whether wilful or not on the part of the Vendor. This indemnity shall be in addition to and not in lieu of, any indemnity to which the Company shall be entitled in law.

- 22. Employees State Insurance:** This Vendor hereby admits that he is fully aware of his responsibilities under the Employees State Insurance Act, 1948, as an immediate employer of the employees engaged by him for the execution of this contract which he agrees to discharge. The Vendor acknowledge the statutory right of the company (as a Principle Employer) to recover the amount of the contributions, paid by it in the first instance in respect of the employees employed by or through him (the Vendor), as well as the employee's contribution, if any, either by deduction from any amount payable to him by the Company under any contract or as debt payable by him to the Company.

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

Witness

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

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

Witness

\_\_\_\_\_  
Vendor's witness - Signature

Name & Address:-

\_\_\_\_\_  
Vendor's Signature

Name & Address:-



## BHARAT PETROLEUM 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, contract/s "Supply and Filling of Ethyl Mercaptan at BPCL LPG Import Terminal Haldia" The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s), Contractor(s) and Supplier(s).

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

**Section 1 Commitments of the Principal:**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a. No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept,

for himself/ herself 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 commit 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
  - c. Understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - d. 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.

- e. The Bidder/ Contractor/ Supplier shall make sure that the terms of this Integrity Pact are also adopted by its sub-contractors, sub-sub-contractors etc., if any and submit such adoption confirmation proof to the Principal.
- (2) The Bidder/ 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 have committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder/ Contractor/ Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.
- (3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (4) If the Bidder/ Contractor/ Supplier can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

**Section 4 - Compensation for Damages:**

- (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 undertake 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:**

The CVC has appointed competent and credible Independent External Monitors for this Pact.

- (1) 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) 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. 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.
- (5) The Bidder / Supplier / Contractor entering into Integrity Pact, aggrieved by any decision / action of the Principal, shall approach the IEM(s) and await their decision before pursuing any other remedy available to him in law.

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For the Principal

For the Bidder/Contractor/ Supplier

Place: .....

Place: .....

Date: .....

Date: .....

Witness-1: (Signature/ Name/ Address)

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.....  
.....

Witness-2: (Signature/ Name/ Address)

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## ANNEXURE-VI

## PRICE BID FORMAT

## RATES TO BE QUOTED IN E-PROCUREMENT WEBSITE

Tender Ref No: 74276; CRFQ NO: 1000353585

**Job Description: Supply and Filling of Ethyl Mercaptan (E.M.) at BPCL LPG Import Terminal Haldia**

The price bid format for Supply and Filling of Ethyl Mercaptan (E.M.) at LPG Import Terminal, Haldia is as provided in the tender enquiry provided in the e-procurement website. Please quote your rates in the e-procurement website only. The proforma of the same is as provided below:

Sr.No.	Item Description	Unit	Quantity
1	Supply of Ethyl Mercaptan (E.M.) solution in Mobile Tank Containers (MTC) single parcel of capacity 1500 to 2000 kgs by using mobile dispenser vehicle having capacity of 1500 to 2000 kg and equipped with nitrogen displacement system to BPCL LPG Import Terminal, Haldia as per details provided in the tender document	KG	63000
2	Filling of Static Tank Container (STC) of capacity 3m <sup>3</sup> at BPCL LPG Import Terminal, Haldia from Mobile Tank Container (MTC) as per details provided in the tender document.	KG	63000

**IMPORTANT NOTES:**

- A. Bidders should quote the rates in the above format provided in the e-Tendering portal.
- B. The charges to be paid by BPC to the successful bidder will be based on actual quantities done. The rates will be fixed for the contract period of 24 (Twenty four) months. Extension for additional 12 months shall be at sole discretion of BPCL at the same rates.
- C. The quoted price shall be inclusive of all Taxes, Duties, Insurance, Overheads, etc. However, only GST shall be paid extra as quoted in price bid.