



**BHARAT PETROLEUM CORPORATION LIMITED**  
**LOBP TONDIARPET, CHENNAI**  
**35, VAIDYANATHAN STREET, TONDIARPET, CHENNAI - 600 081**  
**Tel : 044 25952386, 25986249**

**TENDER TYPE : LIMITED TENDER**

**NOTICE INVITING E-TENDER FOR THE JOB OF STENCILING ON LUBRICANTS PACKAGES AT LUBE OIL BLENDING PLANT, TONDIARPET, CHENNAI**

Tender CRFQ No.	1000304104
Tender Name	E-Tender for the job of “STENCILING ON LUBRICANTS PACKAGES AT LUBE OIL BLENDING PLANT, TONDIARPET”
The address of the plant where the Service to be delivered	M/S. Bharat Petroleum Corporation Ltd Lube Oil Blending Plant No.35 Vaidyanathan Street Tondiarpet, Chennai - 600 081
Due date & time for submission of bids	19.04.2018 by 2:00 PM
Date & time of opening of bids	19.04.2018 at 2:30 PM
Period of Contract	2 years effective from the date of LOI
Security Deposit	Rs. 1,00,000/- (Rupees One Lakh only) In the form of Demand Draft in favour of BHARAT PETROLEUM CORPORATION LIMITED payable at Chennai
Contact Person	Ch Manager Operations (Lubes), Tondiarpet Phone : 044 25952386, 25986249

You are invited to submit your bid for the job of “Stenciling on lubricants packages at Lube oil blending plant, Tondiarpet, Chennai.”

## JOB NAME

### STENCILING ON LUBRICANTS PACKAGES AT LUBE OIL BLENDING PLANT, TONDIARPET

## INTRODUCTION

E-bids are invited from eligible tenderers for the job of stenciling on lubricants packages at Lube Oil blending plant at Tondiarpet, Chennai. Please visit our website <https://bpclproc.in> for participating in the tender and submit your bids online.

## INSTRUCTIONS TO BIDDERS

- ✦ Tender is to be submitted online only at <https://bpclproc.in>. The bids received in any other form shall not be accepted.
- ✦ **Due date & time of submission of tender : 19.04.2018 by 2:00 PM**  
**Date & time of opening of bid : 19.04.2018 at 2:30 PM**
- ✦ Tenderer submitting / uploading tender documents through digitally signed certificate shall be construed as their complete agreement with the terms and conditions and that they have fully understood the tender documents. The price bid is to be filled online on website <https://bpclproc.in>
- ✦ As a pre-requisite for participation in the tender, bidders are required to obtain a valid Digital Signature Certificate of Class IIB and above as per Indian IT Act from the licensed Certifying Authorities operation under the Root Certifying Authority of India (RCIA) Controller of Certifying Authorities (CCA). The cost of obtaining such Digital Signature Certificate shall be borne by the bidder. In case any tenderer so desires, he/she may contact our e-procurement service provider M/s. E-Procurement Technologies Ltd (EPTL), at their contact no. in Chennai : 044-26142669 for obtaining Digital Signature Certificate.
- ✦ Corrigendum /amendment, if any, shall be published on the e-procurement site <https://bpclproc.in>. In case any corrigendum/ amendment is issued after the submission of the bid, then such tenderers who have submitted their bids, shall be intimated about the corrigendum/amendment by an auto-generated email. No written communication will be circulated. It shall be assumed that the information contained therein has been taken into account by the tenderer. They have the choice of making changes in their bid before the due date and time.
- ✦ Tenderers are required to submit their bid online on or before the due date and time of closing of the tender as depicted in this document. Tenderers shall have to log on to the website (<https://bpclproc.in>) for submitting their bid. 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. Tenderers are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid. If the tenderer intends to change/revise the bid already entered, he may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids. Once the entire process of submission of online bid is complete, the tenderers are required to go to option 'own bid view' through dashboard and take the print of the envelope receipt as a proof of submitted bid.
- ✦ 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
- ✦ No manual bids/offers along with electronic bids/offers shall be permitted.

- ✦ Once the bids are opened, vendors can view the rates quoted by all the participating bidders in the e-procurement site.
- ✦ No responsibility will be taken by BPCL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to tenderers for any interruption or delay in access to the site irrespective of the cause. It is advisable that tenderers who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. Neither BPCL nor e-tendering service provider shall be able to view the bids before date and time.
- ✦ 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.
- ✦ The bidders shall be deemed to have visited the site and familiarized themselves thoroughly with the site and working conditions before submitting the tender.
- ✦ Offers received after due date and time will not be entertained. Any offer received that is not adhering to the terms & conditions and other clauses of tender is liable for rejection. The offer should be complete in all respects. The corporation reserves the right to reject such offers without assigning any reason.
- ✦ BPCL reserves the right to accept any tender in whole or part or reject any or all offers without assigning any reason to the tenderer.
- ✦ Tenders not conforming to the terms and conditions prescribed in the tender documents will be rejected. Any new terms and conditions included by the tenderer shall not be considered and will not be binding on the Corporation. Tenderer should not tamper the tender document in any way. Tenderer is not authorized to add/delete /alter any word/figure of the tender documents. If such tampering is detected (even after finalization of the order), BPCL reserves the right to cancel the order in part or full without giving any notice to the tenderer.
- ✦ In case of non-performance, Corporation retains the right to re-allocate the quantity in part or full to meet the requirements.
- ✦ The Corporation will have the right to reject any offer, which in our opinion is below the estimated rate worked out for any type of package included in the tender
- ✦ Forming cartel and quoting rates in groups would disqualify the tenderer.
- ✦ Performance of the vendor during the contract would be a criterion for issuing future tenders.
- ✦ Once the tenderer submits his offer, it will be presumed that he has gone through the terms and conditions etc. and satisfied himself about the same.
- ✦ In case of any discrepancy, inconsistency, error or omission in tender documents, the tenderer shall bring it to the notice of BPCL for necessary clarification before submission of bid. No claim shall be entertained after the due date & time for submission of the tender.
- ✦ **Earnest Money Deposit (EMD): Not applicable**

- ✦ The rates quoted against this tender shall be valid for 120 days from the date of opening of the tender.
- ✦ Rate quoted shall be applicable for a pack, irrespective of number of stencils done on the pack. **L-1 bidder shall be decided on the basis of overall cash outflow for the entire tender & contract period.**
- ✦ The estimated requirements are given below :

Job Description	Estimated qty for tender
Stenciling on Metal/HDPE Barrels of capacity 210 litres	1,92,000
Stenciling on drums of capacity 50 litres to 100 litres	39,600
Stenciling on Drums/Pails upto 26 litres capacity	60,000
Stenciling on Export grades cartons	1,92,000

Please note that the volumes mentioned above are only indicative and BPCL does not guarantee minimum volume of business.

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## INTRODUCTION

Bharat Petroleum Corporation Ltd is a premier oil company engaged in the refining and marketing of petroleum products, under the aegis of Ministry of Petroleum & Natural Gas. Apart from supply of fuel across the country, we manufacture and market lubricants under the brand name MAK. The lubricant demand for Southern region is met through our blending plant located at Tondiarpet, Chennai. Production & distribution of lubricants is the major activity of the plant.

## SCOPE OF WORK

Vendor shall carry out stenciling job as detailed below

- a) Stencils approved by BPCL only, shall be used by the vendor
- b) Vendor shall inspect the packaging materials for cleanliness, before initiating the stencilling job. Any Packaging material having water or foreign material is to be segregated and informed to the Officer In charge.
- c) The paint/ink used for stencilling job shall be approved by the Corporation
- d) Procurement of ink/paint shall be at the cost & responsibility of the vendor.
- e) All other materials required for the job including cotton waste, brushes, thinner, remover, etc., shall be procured by the vendor at their cost.
- f) Stencilling on “export” packs to be completed at least a day in advance to billing/loading
- g) Stencils damaged and/or discontinued by the Corporation shall be returned and/or destroyed as per the instruction of Officer In charge.

### **Shift Timings:**

1st Shift	:	6:00 AM to 2:00 PM
2nd Shift	:	2:00 PM to 10:00 PM
General Shift	:	8:00 AM to 4:30 PM

It may be required to work extended hours whenever required and as per instruction of BPCL. There shall be no additional payment for working on extended hours.

Based on market demand, we may run 3rd shift for filling packages.

**TERMS AND CONDITIONS****I. GENERAL TERMS AND CONDITIONS**

- a) Successful bidder shall submit Security Deposit of Rs. 1,00,000/- (Rupees one lakh only) in the form of Demand Draft in favour of Bharat Petroleum Corporation Limited payable at Chennai. The Corporation reserves its rights to adjust the security deposit fully or in part in lieu of unpaid dues payable to the Corporation by the Vendor or unpaid dues towards any statutory compliance or amounts payable by the Vendor to any of its contract labour(s) for the period of their engagement at the Plant. In case of pendency of any dispute related to such non-payment / less payment of wages or non-compliance of statutory obligations by the Vendor which may possibly result into financial liabilities for the Corporation, the Corporation reserves its right to withhold the amount payable to the contractor or such security deposit. On expiry of contract, the security deposit shall be refunded to the vendor subject to submitting self declaration of compliance of all statutory provisions.
- b) The address of the plant where the service to be delivered :
- M/s. BHARAT PETROLEUM CORPORATION LIMITED  
LUBE OIL BLENDING PLANT  
NO.35 VAIDYANATHAN STREET  
TONDIARPET, CHENNAI - 600 081  
PHONE NO: 044-25986249, 25952386**
- c) The contractor shall be ready to commence operations at Lube Oil Blending Plant from the date of commencement of contract.
- d) Strict adherence to HSSE and Plant operation practices shall be ensured by the employees of the vendor. Non-compliance shall attract penal action and in case of recurring non-compliance, the contract shall be terminated.
- e) Personal Protective Equipments (PPE) namely Safety shoes, helmet, uniforms, etc. shall be provided to employees at the vendor's cost. Use of PPEs shall be ensured in the work area at all times.
- f) The employees of the vendor shall ensure the smooth and trouble free operations. The age of the contract labour engaged for the job shall neither be below 18 years nor exceed 60 years. Employment of Child Labour is strictly prohibited.
- g) In case 20 or more contract labour are required to be engaged by the Vendor at the establishment of the Corporation on any given day, such engagement shall be done by obtaining requisite License under the Contract Labour (R&A) Act, 1970 from the appropriate authority.
- h) The vendor shall provide signed copies, of appointment letters (on letter head), issued to and duly acknowledged by each of the contract labour to be deployed at the establishment of the Corporation, for security purposes. Further, **police verification is mandatory for all employees of the vendor.**
- i) The vendor should carry out the police verification of the labour engaged for the job and the documents/ proofs of the same shall be submitted to BPCL.
- j) The vendor shall provide a list of its contract labour(s) to be deployed at the establishment along with their personal details and photographs, on its letter head, for issuance of appropriate Temporary Entry Passes (TEPs). The vendor shall ensure that its contract labour collect / deposit the said Temporary Entry Passes at the Security gate while entering / leaving the establishment. Any change in the particulars of contract labour deployed by

the Vendor should be brought to the notice of the Management, along with personal details and photographs of any new contract labour to be deployed, for issuance of appropriate TEP's.

- k) In case the Corporation feels that the contractor has deployed incompetent persons, the contractor shall be liable for penalty as per the Penalty Clause. The contractor is also obliged to carry out the required jobs engaging labour meeting required minimum competencies. The contractor on any given day should engage adequate number of persons to ensure timely completion of job. The Contractor shall ensure that the contract labour employed by the vendor shall follow the prescribed safety precautions at the workplace.
- l) The vendor be responsible for providing their employees with :
  - i) PPE such as safety shoes, helmets, etc. as specified by BPCL.
  - ii) Uniform as specified by BPCL at the Contractor's cost.
  - iii) Minimum wages/ ESI/EPF as per local rules
- m) Minimum wages shall be **Central + special wages** or **State wages**, whichever is higher
- n) The vendor shall make regular and full payments of wages as per latest applicable rates of Minimum Wages, and any other payments due to its contract labour, employed under the aforesaid contract and furnish necessary proof for the same. The contractor will have to submit proof of remittance of wages to the contract labour by submitting a 'bank account money transfer statement'.
- o) The Vendor shall submit copies of Form 6A (EPF—Annual return) by 30th April of the year and Form 6 (ESI - six-monthly returns) by 31st May and 30th November. The monthly bill should be submitted along with proof of submission of challan towards EPF and ESI contributions for the previous month together with respective ECR (Electronic Challan cum Return). Any short payment and/or nonpayment of statutory contributions in respect of contract labour noticed during the course of the contract shall be compensated by the vendor, including penalty. In the event of failure to do so, the Corporation reserves its right to deduct any such amount equivalent to such short payment from the payables to the Contractor or security deposit.
- p) The Vendor shall, on a monthly basis, submit to the Corporation, attested copies of Attendance Register / Muster Roll and Wage Register, in respect of its contract labour engaged at the establishment. The contractor shall produce all the documents pertaining to statutory compliance, as and when, sought by the Corporation. The contractor shall furnish copies of the documents of such statutory compliance, every month. The contractor shall comply with the provisions of all applicable Acts and Rules such as The Contract Labour (R&A) Act, 1970, The Employees Provident Fund and Misc. Provisions Act, 1952, The Employees State Insurance Act, 1948, The Payment of Wages Act, 1936, The Minimum Wages Act, 1948, The Payment of Gratuity Act, 1972, The Payment of Bonus Act, 1965, and other statutory rules, regulations with their latest amendments, bye-laws applicable or which may be applicable at Chennai, Tamil Nadu state with regard to the performance of the work included in this contract from time to time and take such necessary steps as may be deemed necessary in this regard. The vendor shall keep the Corporation indemnified against all penalties, claims and liabilities arising out of violation of such Acts, laws or Regulations etc. by it or its employees.
- q) On expiry of contract, the vendor shall be responsible for payment of corresponding amount to the labour engaged by him as per the formula specified in the Payment of Gratuity Act, 1972. Acknowledgement of such payment shall be submitted to the Corporation.
- r) It shall be entirely the responsibility of the vendor to ensure that their employees do not indulge in any unlawful act, while on duty. In case of any loss to the Corporation's property due to negligence or carelessness of the contract labour deployed by the vendor, the vendor shall indemnify the Corporation for the same. In case the vendor defaults in such compensation, the Corporation shall deduct the same from the amounts due to the vendor.

- s) The Vendor shall be solely responsible for settling / resolving any dispute / claim of their contract labour during the pendency or after completion of the contract.
- t) Vendor shall provide medical fitness certificate, from registered medical practitioner, for all their employees to be engaged for the job.
- u) The Vendor shall not sub-contract the whole or any part of this contract to another person or vendor.
- v) Cost of Loss of production/sales due to negligence or absenteeism of the staff employed by the vendor, shall be debited to the vendor. Vendor shall be liable for any loss / accident to company property/personnel due to negligent or unsafe operations. The vendor shall indemnify the Corporation against any losses caused / incurred due to such or any acts committed by it or its representatives, which are against the interest of the company in the course of contract or afterwards.

## II. PERIOD OF CONTRACT

The period of the contract shall be 2 years from the date of LOI.

## III. CANCELLATION / TERMINATION OF CONTRACT

- a) If, at any time during the period of the contract, it is observed by the Corporation or by any authorized representative(s) that the services rendered by the vendor / their employees, are not satisfactory or in violation of any terms of the contract, the Corporation reserves the right to summarily terminate the contract, without any notice or compensation thereof.
- b) The Corporation reserves right to terminate the contract by giving one month's notice in writing without assigning any reason whatsoever. For all disputes relating to this contract, Arbitration clause as enclosed will be applicable.
- c) Non-payment of minimum wages timely, discounting / evading payment of minimum wages, etc. may lead to termination of contract.

## IV. PAYMENT TERMS

- ❖ The vendor shall submit bills to BPCL by the 5<sup>th</sup> day of the following month. Payment shall be made on 15<sup>th</sup> day from the date of submission of bill.
- ❖ The rate quoted by the vendor & mutually agreed upon between BPCL and the vendor shall be applicable for the entire period of contract. There shall be no escalation/de-escalation on the finalised rates.
- ❖ The Corporation shall make mandatory deductions, i.e., applicable taxes, etc. from the payment due to the vendor at the applicable rates notified from time to time.

## V. PENALTY CLAUSE

Liquidated Damages would be recovered from the monthly bills of the vendor towards non-performing or underperforming of various activities covered under the scope of the contract. The extent of non-performance or underperformance will be based on the indicative throughput for production and shall be limited to recovery of 5% of the monthly bill amount. In case of loss of product due to negligence, cost of the product shall be recovered from the vendor.

## VI. RISK PURCHASE

- i. In case of non-performance of contractual obligations, the Corporation is entitled to engage the services of any other vendor at the risk and cost of the vendor.
- ii. In case of non-compliance of contractual obligations and also in case of any damages, breakages or loss or theft to the building, fittings, assets and equipments attributable to staff or labour deployed by the



vendor, the vendor shall be responsible for repairing / replacing the same at their cost, failing which the actual cost incurred towards repair / replacement with appropriate penalty shall be recovered by the Corporation.

#### **VII. SPECIAL TERMS AND CONDITIONS OF TENDER**

- a) The vendor shall not engage any person below the age of eighteen years.
- b) Vendor shall submit copy of the recent registration certificate issued by the municipality, Labour Commissioner, ESI, EPF & Service Tax etc. as the case may be.
- c) Vendor shall furnish a declaration that no dues are pending to be paid on account of EPF/ESI and no violation was noted by Labour Enforcement Authorities and that the vendor shall abide by the provisions of Contract Labour Regulation and Abolition Act and as amended from time to time.
- d) A copy of GST Registration certificate shall be submitted by the vendor.

#### **VIII. REPRESENTATIVE OF THE CONTRACTOR**

The vendor shall, within 10 days of execution of the contract / agreement, furnish details of names / addresses / photos of representatives / supervisor /labour to be deployed for the services to the Corporation. Any change in the above, shall be intimated to the Corporation.

#### **IX. SUB CONTRACTING**

The vendor shall not assign, sub contract or subject the whole or any part of the works covered by the contract or any benefit thereof.

#### **X. OTHER CONDITIONS**

- a. The vendor shall arrange sufficient manpower during working hours, to carry out the job entrusted to him. The contractor, on any given day, shall engage adequate number of labour to ensure timely completion of job. Failure to do so amounts to breach of contract, which may entail BPCL to terminate the contract or take any other action as per terms and conditions of the contract/tender.
- b. The vendor shall note that their labour are engaged on a contract basis and for all practical purposes, are employees of the contractor only and that they shall not be entitled for any of the privileges and benefits available to the employees of BPCL. The labour so deployed, shall have no claim, directly or indirectly for regular employment or service conditions and any other benefit available to the employees of BPCL.
- c. The vendor shall be fully responsible in all respect in case of injuries / accidents to their employees, while on duty.
- d. The vendor shall provide their labour with proper uniforms, identity cards and other accessories as deemed fit for effective working.
- e. The labour engaged for the job, shall be of good health, good conduct and shall be competent for the contracted job.

#### **XI. HEALTH SAFETY SECURITY AND ENVIRONMENT POLICY**

The vendor shall comply with the following, as applicable to BPCL Tondiarpet.

- a) HSSE Policy of BPCL Tondiarpet
- b) Fire Order of the plant
- c) Work permit system

#### **XII. FORCE MAJEURE CLAUSE**

If at any time during the continuance of the this Agreement, the performance in whole or part by either party of any obligation under the this Agreement Order shall be prevented or delayed by reason of any war, hostility,

act of public enmity, civil commotion, sabotage, fires, floods, explosions epidemics, quarantine restrictions, strikes, lockouts or Acts of God (hereinafter referred as event), then provided notice of happening of any such event is given by either party to the other within twenty one days from the date of occurrences thereof, neither party shall by reasons of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non-performance.

Deliveries under this Agreement Order shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of Head Lubes SBU, Bharat Petroleum Corporation Ltd., as to whether the deliveries have been so resumed or not, shall be final and conclusive. Provided further that the performance in whole or part of any obligation under the contract is prevented/delayed by reason of any such event specified above for period exceeding sixty days, either party may at their option terminate this Agreement.

The performance of the respective obligations of the parties under this Agreement shall be resumed as soon such calamities, which have resulted in the non-performance, cease to occur.

### **XIII. ARBITRATION CLAUSE**

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 the 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 Mumbai.
- 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.

### **XIV. JURISDICTION**

- a) The parties hereby agree that the court in city of Mumbai alone shall have jurisdiction to entertain any application or any award/s made by the Sole Arbitrator or other proceedings in respect of anything arising under this Agreement.
- b) This Agreement covers entire understanding between the parties and no alteration / variation of any of the terms of this Agreement shall be valid unless made with the consent of both the parties and evidenced in writing duly signed by authorized representatives of both the parties.
- c) All notices and other communications to be given under this Agreement by either party to the other shall unless otherwise specifically agreed be given in writing by Registered Post or hand delivery against acknowledgement to the following addresses of the respective parties.

### **XV. CONFIDENTIALITY**

The vendor shall maintain the confidentiality of all data and technical information supplied by the Corporation, relating to the manufacture / blending of Finished Products, re-packaging of bulk finished products, etc. The vendor shall not use the data and technical information for any purpose other than that specified by the Corporation and shall not disclose any data or technical information to any third party.

**ANNEXURE- C**

**CERTIFICATE FROM CONTRACTOR (in letter head)**

I hereby certify that -

1. I am not related to any of the Directors of BPCL.
2. I am not a partner of a firm in which BPCL director is also a partner.
3. I am not a partner of a firm in which any other partner is related to BPCL Director.

I also certify that M/s. \_\_\_\_\_ (name of the bidder) does not have a partner, who is a Director of BPCL or his relative.

Organization	
Name	
Designation	
Signature & Stamp / Seal	
Date & Place	

**DECLARATION**

I,..... Son/Daughter/Wife of Shri.....Proprietor /Director / Partner of M/s.  
..... do hereby solemnly affirm and declare as under:

1) that I am the sole Proprietor / Partner / Director of

M/s.....

2) that I state and declare that the above Firm / Company

M/s..... has never been debarred and / or blacklisted  
any of State Government / Public Sector Unit / Public Bodies / Municipalities / any Enforcement Authority. In  
case, the above declaration is found to be incorrect or wrong, the contract if awarded to the firm shall be  
liable to blacklisted / debarred for future works / contract with BPCL.

Signature of the Proprietor / Partner / Director

Shri / Smt. / Miss

Note: The Signatory shall not affect any variation in the text of declaration. Declaration in any other form will  
not be accepted.

DRAFT AGREEMENT FOR contract for **Stenciling on lubricants packages at Lube oil blending plant, Tondiarpet**

THIS AGREEMENT ("Agreement") is made and entered into as of this day .... From .... Between:

1. BHARAT PETROLEUM CORPORATION LIMITED, a Company incorporated under the Companies Act, 1956 and having its registered office at BHARAT BHAVAN 4 & 6 CURRIMBHOY ROAD BALLARD ESTATE MUMBAI 400001 Maharashtra India ("BPCL") and

2. Party Name: M/s. (hereinafter called as Vendor).

3. WHEREAS:

(A) BPCL is engaged in refining Crude oil and storing, distributing and selling of the petroleum products like MS, HSD, LPG, Lubricants, Aviation Turbine Fuel, Solvents, etc. The products are distributed through wide network of outlets, distributors, channel partners, etc., besides supplying directly to industries, airline companies.

(B) M/s. .... (Vendor) is engaged in the business of XXXXXXXXXXXX

(C) BPCL, Tondiarpet Lube Plant is one of the major Lube blending and filling plants of BPCL catering to the market demand of Southern India. There are various peripheral and/or non core activities for production and filling of lubricants. All these jobs are unskilled jobs and do not require any skilled workmanship.

(D) M/s. Vendor willing to offer their services for **"Stenciling on lubricants packages at Lube oil blending plant, Tondiarpet."**

NOW, THEREFORE, the parties hereto agree as follows:

### Section 1 - DEFINITIONS

For the purpose of this Agreement, including the Exhibits hereto, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Section - I, shall have the meanings herein assigned to them and any capitalized terms defined elsewhere in this Agreement by inclusion in quotation marks and parentheses, shall have the meanings so ascribed to them.

"Business Day" shall mean any day other than weekly off day, public or national holiday

"India" shall mean the Republic of India.

"Plant operations" shall mean various allied and/or peripheral jobs carried out therein for production of lubricants, for storage and sale as per the market demand. Peripheral activity includes all those jobs that are

unskilled in nature, for production of lubricant products meeting the required specifications and as may be amended or supplemented by BPCL from time to time.

"Person" shall mean any individual, Corporation, partnership, joint venture, association, joint stock company, limited liability company, trust, estate, unincorporated organization or governmental body.

"Plant" shall mean

BHARAT PETROLEUM CORPORATION LTD.,  
Tondiarpet Lubes Plant,  
35, Vaidyanathan Street, Tondiarpet,  
Chennai 600081

"Charges" shall mean the charges payable by BPCL to the Vendor for the performance of the services as described in tender and in accordance with this Agreement

"Term" shall mean the period starting on the ..... and ending at midnight on the ... on which this Agreement for whatever reason terminates or expires.

WHEREAS the vendor is desirous of carrying out work of Providing Services for Stenciling on lubricants packages at Lube oil blending plant, Tondiarpet.

WHEREAS the Corporation has agreed to appoint the vendor as per the terms and conditions hereinafter recorded NOW IN THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED by and the parties hereto as follows:-

The vendor shall be bound by all the terms and conditions laid out in the Tender Enquiry and letter of intent

## **Section 2 - DURATION**

2.1 This Agreement shall be for a term of two years from the date of LOI. This agreement may be terminated as per the Termination Clause stated in the Tender document.

2.2 Termination of this Agreement pursuant to any provision hereof shall not prejudice the terminating party's rights against the other party accrued prior to the date of termination.

## **Section 3 - SCOPE OF WORK**

Vendor shall carry out the job as per details below :

- a) Stencils approved by BPCL only, shall be used by the vendor
- b) Vendor shall inspect the packaging materials for cleanliness, before initiating the stencilling job. Any Packaging material having water or foreign material is to be segregated and informed to the Officer In charge.
- c) The paint/ink used for stencilling job shall be approved by the Corporation
- d) Procurement of ink/paint shall be at the cost & responsibility of the vendor.
- e) All other materials required for the job including cotton waste, brushes, thinner, remover, etc., shall be procured by the vendor at their cost.
- f) Stencilling on "export" packs to be completed at least a day in advance to billing/loading

- g) Stencils damaged and/or discontinued by the Corporation shall be returned and/or destroyed as per the instruction of Officer In charge.

**Shift Timings:**

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It may be required to work extended hours whenever required and as per instruction of BPCL. There shall be no additional payment for working on extended hours. Based on market demand, we may run 3rd shift for filling packages.

**Section 4 - TERMS AND CONDITIONS**

**GENERAL TERMS & CONDITIONS**

- 1) The vendor, as and when required, shall place sufficient manpower for the job. Personal Protective Equipment (PPEs) such as safety shoes, helmets, uniforms, etc. shall be provided by the vendor to their employees, while at work in the plant premises.
- 2) Failure to provide minimum manpower as per the requirement will attract penal action as per penalty and risk purchase clauses of the tender.
- 3) Vendor shall ensure that their employees comply with all safety rules and regulations at all times and wear PPEs as stated above, while working in the plant. The contractor shall issue proper identity badges to their employees. The vendor shall be responsible for providing their employees with :
  - i) PPE such as safety shoes, helmets, etc. as specified by BPCL.
  - ii) Uniform as specified by BPCL at the Contractor's cost.
  - iii) Minimum wages/ ESI/EPF as per local rules
- 4) The vendor shall provide a list of its contract labour(s) to be deployed at the establishment along with their personal details and photographs, on its letter head, for issuance of appropriate Temporary Entry Passes (TEPs). The vendor shall ensure that its contract labour collect / deposit the said Temporary Entry Passes at the Security gate while entering / leaving the establishment. Any change in the particulars of contract labour deployed by the Vendor should be brought to the notice of the Management, along with personal details and photographs of any new contract labour to be deployed, for issuance of appropriate TEP's.
- 5) The vendor should carry out the police verification of the labour engaged for the job and the documents/ proofs of the same shall be submitted to BPCL.
- 6) The employees of the vendor shall ensure the smooth and trouble free operations. The age of the contract labour engaged for the job shall neither be below 18 years nor exceed 60 years. Employment of Child Labour is strictly prohibited.
- 7) In case the Corporation feels that the contractor has deployed incompetent workmen, the vendor shall be liable for penalty as per the Penalty Clause. The vendor is also obliged to carry out the required jobs engaging labour meeting required minimum competencies. The vendor on any given day should engage adequate number of persons to ensure timely completion of job. The vendor shall ensure that the contract labour employed by the vendor shall follow the prescribed safety precautions at the workplace.
- 8) Minimum wages shall be **Central + special wages** or **State wages**, whichever is higher
- 9) The vendor shall make regular and full payments of wages as per latest applicable rates of Minimum Wages, and any other payments due to its contract labour, employed under the aforesaid contract and furnish necessary proof for the same. The contractor will have to submit proof of remittance of wages to the contract labour by submitting a 'bank account money transfer statement'.
- 10) The Vendor shall submit copies of Form 6A (EPF—Annual return) by 30th April of the year and Form 6 (ESI - six-monthly returns) by 31st May and 30th November. The monthly bill should be submitted along with proof of

submission of challan towards EPF and ESI contributions for the previous month together with respective ECR (Electronic Challan cum Return). Any short payment and/or nonpayment of statutory contributions in respect of contract labour noticed during the course of the contract shall be compensated by the vendor, including penalty. In the event of failure to do so, the Corporation reserves its right to deduct any such amount equivalent to such short payment from the payables to the Contractor or security deposit.

- 11) The Vendor shall, on a monthly basis, submit to the Corporation, attested copies of Attendance Register / Muster Roll and Wage Register, in respect of its contract labour engaged at the establishment. The contractor shall produce all the documents pertaining to statutory compliance, as and when, sought by the Corporation. The contractor shall furnish copies of the documents of such statutory compliance, every month. The contractor shall comply with the provisions of all applicable Acts and Rules such as The Contract Labour (R&A) Act, 1970, The Employees Provident Fund and Misc. Provisions Act, 1952, The Employees State Insurance Act, 1948, The Payment of Wages Act, 1936, The Minimum Wages Act, 1948, The Payment of Gratuity Act, 1972, The Payment of Bonus Act, 1965, and other statutory rules, regulations with their latest amendments, bye-laws applicable or which may be applicable at Chennai, Tamil Nadu state with regard to the performance of the work included in this contract from time to time and take such necessary steps as may be deemed necessary in this regard. The vendor shall keep the Corporation indemnified against all penalties, claims and liabilities arising out of violation of such Acts, laws or Regulations etc. by it or its employees.
- 12) On expiry of contract, the vendor shall be responsible for payment of corresponding amount to the labour engaged by him as per the formula specified in the Payment of Gratuity Act, 1972. Acknowledgement of such payment shall be submitted to the Corporation.
- 13) It shall be entirely the responsibility of the vendor to ensure that their employees do not indulge in any unlawful act, while on duty. In case of any loss to the Corporation's property due to negligence or carelessness of the contract labour deployed by the vendor, the vendor shall indemnify the Corporation for the same. In case the vendor defaults in such compensation, the Corporation shall deduct the same from the amounts due to the vendor.
- 14) The Vendor shall be solely responsible for settling / resolving any dispute / claim of their contract labour during the pendency or after completion of the contract.
- 15) Vendor shall provide medical fitness certificate, from registered medical practitioner, for all their employees to be engaged for the job.
- 16) The Vendor shall not sub-contract the whole or any part of this contract to another person or vendor.
- 17) Cost of Loss of production/sales due to negligence or absenteeism of the staff employed by the vendor, shall be debited to the vendor. Vendor shall be liable for any loss / accident to company property/personnel due to negligent or unsafe operations. The vendor shall indemnify the Corporation against any losses caused / incurred due to such or any acts committed by it or its representatives, which are against the interest of the company in the course of contract or afterwards.

#### **Section 5 - CANCELLATION / TERMINATION OF CONTRACT**

- ❖ If, at any time during the period of the contract, it is observed by the Corporation or by any authorized representative(s) that the services rendered by the vendor / their employees, are not satisfactory or in violation of any terms of the contract, the Corporation reserves the right to summarily terminate the contract, without any notice or compensation thereof.
- ❖ The Corporation reserves right to terminate the contract by giving one month's notice in writing without assigning any reason whatsoever.
- ❖ The act of vendor not disbursing the minimum wages timely and or discounting / evading payment would lead to termination of the contract.

#### **Section 6 - PAYMENT TERMS**

- a) 15 days from the date of submission of bills.
- b) The rate quoted by the vendor & mutually agreed upon between BPCL and the vendor shall be firm for the entire period of contract.



- c) The Corporation shall make mandatory deductions, i.e., applicable taxes, etc. from the payment due to the vendor at the applicable rates notified from time to time.

#### **Section 7 - PENALTY CLAUSE**

Liquidated Damages would be recovered from the monthly bills of the vendor towards non-performing or underperforming of various activities covered under the scope of the contract. The extent of non performance or underperformance will be based on the indicative throughput for production and shall be limited to recovery of 5% of the monthly bill amount. In case of loss of product due to negligence, cost of the product shall be recovered from the vendor.

#### **Section 8 - RISK PURCHASE**

- i. In case of non-performance of contractual obligations, the Corporation is entitled to engage the services of any other vendor at the risk and cost of the vendor.
- ii. In case of non-compliance of contractual obligations and also in case of any damages, breakages or loss or theft to the building, fittings, assets and equipments attributable to staff or labour deployed by the vendor, the vendor shall be responsible for repairing / replacing the same at their cost, failing which the actual cost incurred towards repair / replacement with appropriate penalty shall be recovered by the Corporation.

#### **Section 9 - SUB CONTRACTING**

The vendor shall not assign, sub contract or subject the whole or any part of the works covered by the contract or any benefit thereof.

#### **Section 10 - OTHER CONDITIONS**

- a) The vendor shall arrange sufficient manpower to carry out the job entrusted to him. The vendor, on any given day, shall engage adequate number of labour to ensure timely completion of job. Failure to do so amounts to breach of contract, which may entail BPCL to take action as per terms and conditions of the contract.
- b) The vendor shall note that their labour are engaged on a contract basis and for all practical purposes, are employees of the contractor only and that they shall not be entitled for any of the privileges and benefits available to the employees of BPCL. The labour so deployed, shall have no claim, directly or indirectly for regular employment or service conditions and any other benefit available to the employees of BPCL.
- c) The vendor shall be fully responsible in all respect in case of injuries / accidents to their employees, while on duty.
- d) The vendor shall provide their labour with proper uniforms, identity cards and other accessories as deem fit for effective working.
- e) The labour engaged for the job, shall be of good health, good conduct and shall be competent for the contracted job.

#### **Section 11 - HEALTH SAFETY SECURITY AND ENVIRONMENT POLICY**

The vendor shall comply with the following, as applicable to BPCL Tondiarpet.

- d) HSSE Policy of BPCL Tondiarpet  
e) Fire Order of the plant  
f) Work permit system

#### **Section 12 - FORCE MAJEURE CLAUSE**

If at any time during the continuance of the this Agreement, the performance in whole or part by either party of any obligation under the this Agreement Order shall be prevented or delayed by reason of any war, hostility,

act of public enmity, civil commotion, sabotage, fires, floods, explosions epidemics, quarantine restrictions, strikes, lockouts or Acts of God (hereinafter referred as event), then provided notice of happening of any such event is given by either party to the other within twenty one days from the date of occurrences thereof, neither party shall by reasons of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non-performance.

Deliveries under this Agreement Order shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of Head Lubes SBU, Bharat Petroleum Corporation Ltd., as to whether the deliveries have been so resumed or not, shall be final and conclusive. Provided further that the performance in whole or part of any obligation under the contract is prevented/delayed by reason of any such event specified above for period exceeding sixty days, either party may at their option terminate this Agreement.

The performance of the respective obligations of the parties under this Agreement shall be resumed as soon such calamities, which have resulted in the non-performance, cease to occur.

### **Section 13 - ARBITRATION CLAUSE**

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:

- f. The dispute or difference shall in any event be referred only to a Sole Arbitrator.
- g. The appointment and arbitration proceedings shall be conducted in accordance with the SCOPE Forum of Arbitration Rules for the time being in force or as amended from time to time.
- h. The seat of arbitration shall be at Mumbai.
- i. The proceedings shall be conducted in English language.
- j. The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the sole arbitrator.

### **Section 14 - JURISDICTION**

- d) The parties hereby agree that the court in city of Mumbai alone shall have jurisdiction to entertain any application or any award/s made by the Sole Arbitrator or other proceedings in respect of anything arising under this Agreement.
- e) This Agreement covers entire understanding between the parties and no alteration / variation of any of the terms of this Agreement shall be valid unless made with the consent of both the parties and evidenced in writing duly signed by authorized representatives of both the parties.
- f) All notices and other communications to be given under this Agreement by either party to the other shall unless otherwise specifically agreed be given in writing by Registered Post or hand delivery against acknowledgement to the following addresses of the respective parties.

### **Section 15 - CONFIDENTIALITY**

The vendor shall maintain the confidentiality of all data and technical information supplied by the Corporation, relating to the manufacture / blending of Finished Products, re-packaging of bulk finished products, etc. The vendor shall not use the data and technical information for any purpose other than that specified by the Corporation and shall not disclose any data or technical information to any third party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

SIGNED for and on behalf of

BHARAT PETROLEUM CORPORATION LIMITED by

Name:

Title: REGIONAL MANAGER (LUBES) SOUTH

WITNESSES:

1.

2.

SIGNED for and on behalf of M/S.

Name:

Title :

WITNESSES

1.

2.