



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 "SUPERVISION AND HANDLING CONTRACT FOR BLENDING OF LUBRICATING OILS AT LUBE OIL BLENDING PLANT, TONDIARPET CHENNAI"

Tender CRFQ No:	1000285035
Tender Name	E-Tender for "SUPERVISION AND HANDLING CONTRACT FOR BLENDING OF LUBRICATING OILS AT LUBE OIL BLENDING PLANT, TONDIARPET CHENNAI"
The address of the plant where the Service to be rendered	M/s. BHARAT PETROLEUM CORPORATION LTD LUBE OIL BLENDING PLANT, NO.35, VAIDYANATHAN STREET, TONDIARPET, CHENNAI - 600 081
Due date & time of submission of bids	31.07.2017 by 11:00 AM
Date & time of opening of bids	31.07.2017 at 11.30 AM
Period of Contract	1 year with effect from 01.10.2017
Pre-bid meeting for clarification on tender conditions will be conducted at our plant at the above mentioned address	20.07.2017 at 2:00 PM
Earnest Money Deposit (EMD)	Not Applicable
Security Deposit	As detailed in the document
Contact Person	Chief Manager Operations (Lubes), Tondiarpet Phone : 044 25952386, 25986249

You are invited to submit your bids for the job of "SUPERVISION AND HANDLING CONTRACT FOR BLENDING OF LUBRICATING OILS AT LUBE OIL BLENDING PLANT, TONDIARPET CHENNAI."

JOB NAME

SUPERVISION AND HANDLING CONTRACT FOR BLENDING OF LUBRICATING OILS AT LUBE OIL BLENDING PLANT, TONDIARPET CHENNAI for a period of one year with effect from 01.10.2017.

INTRODUCTION

E-bids are invited from tenderers on single-part bid basis for the job of **"SUPERVISION AND HANDLING CONTRACT FOR BLENDING OF LUBRICATING OILS AT LUBE OIL BLENDING PLANT, TONDIARPET CHENNAI**. Please visit our website <https://bpacleproc.in> for participating in the tender and submit your bids online.

INSTRUCTIONS TO BIDDERS

1. Tender is to be submitted online only at <https://bpacleproc.in>. The bids received in any other form shall not be accepted.
2. **Due date & time of submission of tender** : **31.07.2017 by 11:00 AM**
Date & time of opening of bid : **31.07.2017 at 11:30 AM**
3. 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://bpacleproc.in>. Bidders can also view/download the tender documents from our corporate website www.bharatpetroleum.in.
4. Contact persons : Mr. M. Sridhar, Chief Manager Operations, (Lubes) Tondiarpet, Mr. S.K. Manickavasagam, Asst Manager Ops & HSSE (Lubes) Tondiarpet, Phone: 044 25952386, 25986249.
5. 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 / Mr. Raghavelan (Mob.: 90430 34311) for obtaining Digital Signature Certificate.
6. Corrigendum / amendment, if any, shall be published on the e-procurement site <https://bpacleproc.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.

7. 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://bpcleproc.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.
8. 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.
9. No manual bids/offers along with electronic bids/offers shall be permitted.
10. Bids shall be opened online only. Once the bids are opened, vendors can view the rates quoted by all the participating bidders in the e-procurement site.
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. They shall not have any liability to tenderers for any interruption or delay in access to the site irrespective of the cause. It is advisable that tenderers who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non availability of viewing before due date and time is true for e-tendering service provider as well as BPCL officials.
12. 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.
13. The bidders shall be deemed to have visited the site and familiarized themselves thoroughly with the site and working conditions before submitting the tender. Vendors may attend Pre-bid meet for clarification on tender conditions at our office on 20.07.2017 at 2:00 PM.
14. 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.

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.

SCOPE OF WORK

1. The address of the plant where the service is to be rendered is as follows:

BHARAT PETROLEUM CORPORATION LIMITED
LUBE OIL BLENDING PLANT
NO.35, VAIDYANATHAN STREET
TONDIARPET, CHENNAI - 600 081
PHONE NO : 044-25986249, 25952386

2. Contract persons shall report for duty in the shifts. Adequate persons shall be present in each shift. However, in case of emergency or as per work demand, the no. of persons shall be increased accordingly and working hours may vary. Persons shall be skilled, with minimum qualification of technical/engineering background, with experience in PLC/DCS blending operations. Adequate labour to be deployed for manual operations i.e., additive decantation from barrel, weighing of additives, etc
3. Contractor shall avoid any blend failure, leakage or overflow of vessels during blending operations.
4. Contractor shall strictly adhere/maintain the blend sequence in the kettles as per QC manual of BPCL
5. Operation of blending process through the automated PLC/DCS or any other computer operated systems that is available in the plant.
6. If the situation so warrants, blending operations may be carried out manually.
7. Charging input/raw materials viz., base oils, additives, etc. to the blending kettle as per the instruction of Officer in charge.
8. After each blend, drain out the residual quantity from kettle, if any, before commencement of blend of another grade.
9. Contractor to facilitate NIL generation of Slop. No oil should be kept in the blending area. Oils/additives drained in the barrels/buckets should be taken to respective kettles on the same day. Records should be maintained for barrels/buckets drained and consumed.
10. Maintaining proper records as per the instruction of Officer In charge.
11. Adherence to standard operating procedures during transfer of Base Oil and Additive from the storage tanks to the respective kettles.
12. Physical Inventory check of additive every month or as and when required by the officer in-charge to be carried out and records to be maintained.

13. Sending samples to QC lab as per the instruction of Officer in Charge and collecting the sample bottles from the QC lab. Arrange the sample bottles neatly in the washing area and maintaining the records of all QC parameters.
14. Safe Operations of Thermic fluid heater and Compressors as per SOP.
15. Monitoring the stacking and up keeping of the additive stocks in a systematic way and monitor the usage of the same without loss. Ensure consumption as per FIFO only.
16. At the end of operations ensure that electrical panel, compressor, valves, PLC/DCS, etc. are closed /shut down properly.
17. All operations must be carried out by adhering to the HSSE policy of the Corporation and complying to the operating practices of BPCL.
18. Close coordination with filling section for immediate evacuation of blending kettle & ensure optimum turnaround of the kettles.
19. Nil leak Operations and proper working environment with good housekeeping to be ensured by the Contractor in the operating area. Any abnormal incident should be immediately brought into the notice of concerned officer.
20. Duration of this contract shall be one year from 01.10.2017. The contract may be terminated by BPCL by giving vendor one month's written notice to the contractor.
21. The vendor must strictly adhere to the standard operating procedures of the plant.
22. Contract persons shall assist in fire-fighting, fire drills, etc., as & when required and shall attend periodical training related to safety, fire-fighting, etc. without fail.
23. The contract persons shall wear uniform, helmet, safety shoes, etc., while on duty. No deviation is permitted.
24. The contractor shall meet all the statutory requirements with respect to minimum wages, PF, ESI, bonus, etc. and maintain records of the same.
25. In the event of failure to perform the job satisfactorily, deviating from the statutory rules/act or involvement of your personnel in any illegal activities, the Company reserves the right to terminate the contract without notice. Cost of damages, if any, due to negligence of your personnel shall be deducted from your pending/running bills and security deposit.
26. With prior notice, company reserve the right to terminate the contract in case other than mentioned above.
27. Sufficient manpower, as stated above, shall be made available during the working hours. In case of insufficient manpower, Company reserves the right to deduct payment as per minimum wages.

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

I. GENERAL TERMS & CONDITIONS:

1. The tender is a single part-bid tender. As this is an e-tender, no documents shall be accepted by courier or post.
1. Any offers that are 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 thereof. The Corporation reserves the right to accept or reject any or all the tenders in full or part or divide them among tenderers without assigning any reasons for doing so and/or carrying out negotiations with the tenderers in the manner considered suitable by the Corporation.
2. The Bids shall be opened on-line only through our e-procurement site <https://bpclproc.in>.
3. The rates finalized for the contract shall remain firm throughout the contractual period. No escalation or de-escalation shall be allowed.
4. The rates quoted against this tender shall be valid for 180 days from the date of opening of the tender.
5. The employees of the vendor shall ensure the smooth and trouble free operations. No child labour is permitted.
6. 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.
7. Personal Protective Equipment (PPE) namely Safety shoes, helmet, uniforms and hand gloves, etc. shall be provided to employees at the vendor's cost. Use of PPEs shall be ensured in the work area at all times.
8. Cost of Loss of production due to negligence or absenteeism of the staff employed by the vendor, shall be debited to the vendor.
9. Vendor shall be liable for any loss / accident to company property/personnel due to negligent or unsafe operations.
10. The contractor shall be ready to commence operation at Lube Oil Blending Plant from the date of commencement of contract. Time is the essence of contract.
11. 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.
12. 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.
13. L-1 bidder shall be decided on the basis of total cash outflow for the tender.

II. SPECIAL TERMS & CONDITIONS

2. The estimated volume to be handled during the contractual period is 38000 KL. This volume is indicative volume only. BPCL cannot guarantee any minimum volume of business. The volume shall be based entirely on the monthly requirements and additional requirements, if any, as advised by the Corporation, from time to time.
3. It is solely the responsibility of the vendor to visit the site and familiarize themselves thoroughly with the site and working conditions before submitting the tender.
4. 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.
5. 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.
6. The vendor shall provide a list of its employees 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 employees collect/deposit the said Temporary Entry Passes at the Security gate while entering / leaving the establishment. Any change in the particulars of employees deployed by the vendor shall be intimated to us in advance, along with personal details and photographs of the persons to be deployed, for issuance of appropriate TEP's.
7. In case 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 persons meeting minimum requisite competencies. The contractor on any given day should engage adequate number of persons to ensure timely completion of job.
8. The Contractor shall ensure that their employees shall follow the prescribed safety precautions at the workplace. Contractor shall ensure payment to their employees as per statutory requirement. The contractor shall comply with Minimum Wages Act, ESI, PF rules, etc. or any other statutory rules applicable for employing contract labour. Payment of ESI, PF, etc. to employees is the responsibility of the contractor and details of such statutory remittances should be furnished to us on monthly basis for verification. In case of any change in the statutory rules, payment mode, etc., contractor shall abide by the practice as advised by the Corporation. Copies of ESI/PF challan should be submitted along with the bills.
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 employees, 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 with effect from Oct 2017 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 employees 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. 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.
14. 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 of the employees of 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.
15. 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.
16. The Vendor shall not sub-contract the whole or any part of this contract to another person or vendor.
17. 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.
18. The age of the contract labour engaged for the job shall neither be less than 18 nor exceed 60 years. Employment of Child Labour is strictly prohibited.
19. Vendor shall provide medical fitness certificate, from registered medical practitioner, for all their employees to be engaged for the job.
20. Training on HSSE and other operations shall be conducted as per BPCL standard at workplace. Contractor shall ensure participation of all the employees in such programs.
21. Retention Money clause shall not be applicable for which captioned service.

22. Payment will be made on monthly basis upon submission of bills. The vendor should submit their bills before 5th of the following month. Payment shall be released by NEFT mode within 10 working days of from the date of submission of bills.
23. Tax, as applicable, shall be deducted at source. TDS certificates shall be issued to the Contractor by our Regional office separately after the completion of financial year.
24. In case of non fulfillment of any of the above terms, the contract would be terminated without assigning any reasons, whatsoever for the same.
25. For all future correspondences vendor code and tender number must be mentioned in the letter.

The above conditions are complementary to the general conditions of the tender and have to be read in conjunction with the same.

III. SECURITY DEPOSIT

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 or Bank Guarantee as per format advised by BPCL. 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.

IV. PERIOD OF CONTRACT

Period of this contract shall be one year with effect from 01.10.2017. However, this agreement can be terminated by BPCL by giving the vendor one month's written notice.

V. CANCELLATION / TERMINATION OF CONTRACT

- a. If at any time during the period of the contract, it is observed by the Corporation or by an authorized representative(s) that the services rendered by the Agency / its contract labour(s) are not to the satisfaction of the Corporation or any terms of the contract are violated, 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. All legal disputes arising out of this contract shall be under the jurisdiction of courts of Mumbai only.
- d. The act of Contractor not disbursing the minimum wages on time and or discounting / evading payment would lead to termination of the contract.

VI. PAYMENT TERMS

- i. The monthly bill should be submitted by 5th day of subsequent month.
- ii. The rates quoted by the bidder & mutually agreed upon between the two parties shall be remain firm during the entire period of the contract.
- iii. 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.

VII. PENALTY CLAUSE

Liquidated Damages shall be recovered from the monthly bills of the Contractor on account of non-performance or under-performance of various activities stipulated in the contract. LD shall be limited to recovery of 5% of the monthly bill amount. In case of loss of product due to negligence of the vendor, cost of the product, including all taxes, shall be recovered.

VIII. RISK PURCHASE

- a) Inadequate manpower resulting in loss of production shall entitle the Corporation to get the job done from any other external agency at the risk and cost of the contractor. The decision of the Corporation in this regard will be final and binding on the contractor.
- b) In case of non-compliance of contractual obligations and any damage or loss or theft to the property of the Corporation caused due to the negligence or wilful act of the labour employed by the vendor, the vendor shall be responsible for repairing / replacing the same at its cost failing which the actual cost incurred towards repair / replacement with suitable penalty shall be imposed and recovered from the vendors bills.

IX. FORCE MAJEURE CLAUSE

If at any time during the continuance of the Purchase Order the performance in whole or part by either party of any obligation under the Purchase 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 the Purchase Order shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of Executive Director (LUBRICANTS), 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 the Purchase Order.

X. ARBITRATION CLAUSE

- a. Any dispute or difference whatsoever arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, application, meaning, scope, operation or effect or termination there, shall be referred to ad finally resolved by arbitration by a Sole Arbitrator, who will be appointed by Director (Marketing) BPCL and such proceedings shall be conducted in accordance with the Arbitration and Conciliation Act 1996 for

the time being in force or as amended from time to time. The award made in pursuance thereof shall be final and binding on the parties.

- b. The award shall be made in writing and published by the Arbitrator within such time as the Arbitrator may deem fit and proper.
- c. The Arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the Arbitrator may think fit, having regard to the matters in difference i.e. dispute before him. The Arbitrator shall have all summary powers and may take such evidence oral and / or documentary, as the Arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Indian Arbitration Act 1940 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.
- d. The parties against whom the arbitration proceedings have been initiated, that is to say, Respondents in the proceedings, shall be entitled to prefer a cross-claim, counter-claim or set off before the Arbitrator in respect of any matter in issue arising out of or in relation to the Agreement without seeking a formal reference or arbitration to the Director (Marketing) for such Counter-Claim or set off and the Arbitrator shall be entitled to consider and deal with the same as if the matter arising thereof has been referred to him originally and deemed to form part of the reference made by Director (Marketing).
- e. The Arbitrator shall be at liberty to appoint, if necessary, any Accountant or Engineer or other technical person to assist him and to act by the opinion so taken.
- f. The Arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties.
- g. The Arbitrator shall be entitled to direct any of the parties to pay the costs of the other party in such manner and to such extent as the Arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the Arbitrators expenses whenever called upon to do so.
- h. The parties hereby agree that the Courts in the City of Mumbai alone shall have jurisdiction of entertaining any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the sole Arbitrator hereunder shall be filed (if so required) in the concerned Courts in the city of Mumbai only. The arbitration shall be conducted in English language.

XI. REPRESENTATIVE OF THE CONTRACTOR:

The contractor shall within 10 days from the date of execution of the contract / agreement, intimate names / addresses / photo copies of Representative / Supervisor / Workers / Driver to be deployed for the tendered job to the Officer in-charge. Any change in the above shall be intimated to Officer in-charge on time.

XII. SUB-CONTRACTING

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

XIII. OTHER CONDITIONS:

- a. The contractor shall arrange sufficient manpower to carry out the job entrusted to him. Failure to provide minimum manpower continuously for three days or five days in a week shall be liable for deduction of payment on prorata basis. Failure to arrange for required manpower may be construed as breach of contract that may entail BPCL to terminate the contract or take any other action as may deem fit.
- b. Employees deployed in the contract basis are, for all practical purposes, employees of the contractor and they shall not be entitled for any of the privileges and benefits of the employees of BPCL. The persons, 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. Contractor shall be fully responsible in all respect in case of injuries / accidents to their employees while on duty
- d. The contractor shall equip the work force with proper uniforms, identity cards and other accessories as deem fit for effective working.
- e. The work force posted shall be of good health, good character, amenable to discipline and should have necessary intelligence for carrying out the work.

XIV. HEALTH SAFETY SECURITY AND ENVIRONMENT POLICY

The Successful Tenderer has to abide the following as per applicable to BPCL

- 1. HSSE Policy of BPCL Tondiarpet Lube Oil Blending Plant
- 2. Fire Order of the location.
- 3. Work permit system should be followed strictly as per norms

INFORMATION ABOUT TENDERERS

(To be furnished with the tender on firm's Letter Head)

Particulars

- 1 Name of firm / agency
- 2 Registered address of the firm / agency with Tel. No., Fax No. & e-mail address
- 3 If firm, please state whether it is a Sole Proprietor Partnership / Pvt. Ltd. Co. / Public Ltd. Co.
- 4 Name of sole proprietor/ Names of Partners / Names of Directors with their addresses, contact Nos. (Please attach separate sheet)

- 5 Name of person authorized to enter into and execute contract / agreement and the capacity in which he is authorized.
- 6 Permanent Income Tax No& Income tax circle / ward / district in which vendor is assessed for income tax
- 7 EPF Code No. (Copy to be enclosed) ESI Code No. (Copy to be enclosed)
- 8 Details of current license from Labour Department (A copy certified by C.A. to be enclosed) if any?
- 9 Whether the firm is having branches at more than one place? If so, please furnish the details.
- 10 No. of workers under the command of the firm and whether the firm would be able to provide required No. of supervisors immediately after order
- 11 Educational Qualification of Supervisors to be Employed
- 12 Declaration that no dues to be paid to Law Enforcement Authorities like EPF/ESI and no violation noted by Labour Enforcement.
- 13 Service Tax Registration No.
- 14 Name and full address of your Bankers with Account No. & Bank Code No. for ECS

Annual Turnover
- 15 Last three months PF/ESI/ S.T. payment receipt or challan (attach photocopy)

XV. DECLARATION BY CONTRACTOR

I/We 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 firm which is being considered for the contract) does not have a partner, who is a Director of BPCL or his relative.

Organization	
Name	
Designation	
Signature & Stamp / Seal	
Date & Place	

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 Textiles Committee. Any such action shall however be without prejudice to Textiles Committee's rights under the law.

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 THE JOB OF SUPERVISION AND HANDLING CONTRACT FOR BLENDING OF LUBRICATING OILS AT LUBE OIL BLENDING PLANT, TONDIARPET CHENNAI

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 "**JOB OF SUPERVISION AND HANDLING CONTRACT FOR BLENDING OF LUBRICATING OILS AT LUBE OIL BLENDING PLANT, TONDIARPET CHENNAI**" 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.,
Lube Oil Blending 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 agency is desirous of carrying out **JOB OF SUPERVISION AND HANDLING CONTRACT FOR BLENDING OF LUBRICATING OILS AT LUBE OIL BLENDING PLANT, TONDIARPET CHENNAI**

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 effective 01.10.2017. 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

✚ Contract persons shall report for duty in the shifts. Adequate persons shall be present in each shift. However, in case of emergency or as per work demand, the no. of persons shall be increased accordingly and working hours may vary. Persons shall be skilled, with minimum qualification of technical/engineering background, with experience in PLC/DCS blending operations. Adequate labour to be deployed for manual operations i.e., additive decantation from barrel, weighment of additives, etc

✚ Contractor shall avoid any blend failure, leakage or overflow of vessels during blending operations.

✚ Contractor shall strictly adhere/maintain the blend sequence in the kettles as per QC manual of BPCL

- ✚ Operation of blending process through the automated PLC/DCS or any other computer operated systems that is available in the plant.
- ✚ If the situation so warrants, blending operations may be carried out manually.
- ✚ Charging input/raw materials viz., base oils, additives, etc. to the blending kettle as per the instruction of Officer in charge.
- ✚ After each blend, drain out the residual quantity from kettle, if any, before commencement of blend of another grade.
- ✚ Contractor to facilitate NIL generation of Slop. No oil should be kept in the blending area. Oils/additives drained in the barrels/buckets should be taken to respective kettles on the same day. Records should be maintained for barrels/buckets drained and consumed.
- ✚ Maintaining proper records as per the instruction of Officer In charge.
- ✚ Adherence to standard operating procedures during transfer of Base Oil and Additive from the storage tanks to the respective kettles.
- ✚ Physical Inventory check of additive every month or as and when required by the officer in-charge to be carried out and records to be maintained.
- ✚ Sending samples to QC lab as per the instruction of Officer in Charge and collecting the sample bottles from the QC lab. Arrange the sample bottles neatly in the washing area and maintaining the records of all QC parameters.
- ✚ Safe Operations of Thermic fluid heater and Compressors as per SOP.
- ✚ Monitoring the stacking and up keeping of the additive stocks in a systematic way and monitor the usage of the same without loss. Ensure consumption as per FIFO only.
- ✚ At the end of operations ensure that electrical panel, compressor, valves, PLC/DCS, etc. are closed /shut down properly.
- ✚ All operations must be carried out by adhering to the HSSE policy of the Corporation and complying to the operating practices of BPCL.
- ✚ Close coordination with filling section for immediate evacuation of blending kettle & ensure optimum turnaround of the kettles.
- ✚ Nil leak Operations and proper working environment with good housekeeping to be ensured by the Contractor in the operating area. Any abnormal incident should be immediately brought into the notice of concerned officer.
- ✚ Duration of this contract shall be one year from 01.10.2017. The contract may be terminated by BPCL by giving vendor one month's written notice to the contractor.
- ✚ The vendor must strictly adhere to the standard operating procedures of the plant.
- ✚ Contract persons shall assist in fire-fighting, fire drills, etc., as & when required and shall attend periodical training related to safety, fire-fighting, etc. without fail.

- ✚ The contract persons shall wear uniform, helmet, safety shoes, etc., while on duty. No deviation is permitted.
- ✚ The contractor shall meet all the statutory requirements with respect to minimum wages, PF, ESI, bonus, etc. and maintain records of the same.
- ✚ In the event of failure to perform the job satisfactorily, deviating from the statutory rules/act or involvement of your personnel in any illegal activities, the Company reserves the right to terminate the contract without notice. Cost of damages, if any, due to negligence of your personnel shall be deducted from your pending/running bills and security deposit.
- ✚ With prior notice, company reserve the right to terminate the contract in case other than mentioned above.
- ✚ Sufficient manpower, as stated above, shall be made available during the working hours. In case of insufficient manpower, Company reserves the right to deduct payment as per minimum wages.

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

Workmen’s Compensation Liability : The Contractor, his heirs, executors and administrator (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 workmen’s Compensation Act,. And any enactment for the time being in force in that behalf 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 Contractor sub-contractor, if any, and/or permitted assigns, arising out of or occasioned during the currency of this Agreement, through the acts, or omissions whether due to negligence or otherwise of the Contractor, sub-Contractor(s), permitted assigns and also in respect of the personal injuries (as understood under the said Act,) to the servants and employees of the company arising out of or occasioned through, the acts and commissions whether due to negligence or otherwise, of the contractor, sub-Contractor(s) permitted assigns and/or his servants and employees in carrying out any of the provisions of the Agreement.

The Contractor shall further indemnify the Company against such claims from third parties in respect of injuries arising out of or occasioned through the acts and omissions. Whether due to negligence or otherwise, of the Contractor, sub-Contractors, permitted assigns and/or his servants and employees in carrying out any of the provisions of this Agreements.

Liability under Employees State Insurance Act : Whenever the Company is required to pay contributions in respect of the Workmen or employees engaged or employed by or through the Contractor, his sub-Contractor or permitted assigns, under the Employees State Insurance Act or the Rules and Regulations made there under either as the Principle Employer or otherwise howsoever, the Company shall be entitled to recover from the Contractor such contributions which the Company may pay. The Contractor will discharge his responsibilities under the Employee’s State Insurance Act, 1948 as an immediate employees

engaged or employed by him for the execution of work or as the next immediate employer in case he has sublet or assigned the Agreement or the instructions as provided hereinabove. The Contractor acknowledges the rights of the Company 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 contractor) or by his sub-contractor or permitted assigns, as well as the employees' contributions if any either by deduction from any amount payable to him by the Company under any contract or as a debt payable by him to the Company.

Statutory Requirements : the Contractor shall conform to the provisions of Acts of parliament of State Legislature and to any bye-laws, rules, orders or notifications of any Government, Municipal or local authority for the time being in force affecting the work undertaken by him and will give all necessary notices to and obtain requisite sanction and permits of and from the Municipal and any other authority in respect of the said work of the materials to be used thereat and generally will comply with building and other regulations if such authorities and will keep the Company indemnified against all claims, penalties and losses that may be incurred by it by reason of any breach by the Contractor of any statutes bye-laws, rules, regulations, notifications etc.

The contractor undertakes to ensure due and complete compliance with all laws, regulations, rules etc. Whether of the Central government or the State Government or of any other competent authority applicable to the workmen employed or whose services are otherwise availed of by the Contractor. whether in connection with the construction work at the site or otherwise. The Employer shall have the right to inspect the records maintained by the Contractor concerning such workmen from time to time and the contractor shall whenever require by the Employer produce such record as the employer may call upon the contractor to produce for the Employer's inspection in order to ascertain whether or not the requirement of all such laws, regulations, rules etc. have been complied with by the Contractor. In the event of any contravention of such laws, regulations, rules etc. coming to light whether as a result of such inspection or otherwise the Employer shall have the right to require the Contractor to effect such compliance within such times as the Employer may prescribe in that behalf and in the event of the Contractor failing to effect such compliance within the time prescribed by the Employer then the Employer shall without prejudice to his right be entitled to withhold from the amount payable to the Contractor any amount payable to the workmen under any such laws; regulations or rules to make payment thereof to the workmen. The employer shall also have in that event the right to terminate the contract with immediate effect and to exercise powers reserved to the Employer under the contract as a result of termination.

Clerical errors to be rectified : Neither party shall take any advantage of any clerical errors or mistake which may creep in or occur in the specifications, schedule-of rates plans, instructions tenders or any other papers supplied to or by the Contractor in connection with the work, but such clerical errors or mistake shall be brought to the notice by the one to the other without any loss of time and same shall be rectified.

Section 4 - GENERAL TERMS & CONDITIONS

- a) The rates finalized for the contract shall remain firm throughout the contractual period. No escalation or de-escalation shall be allowed.
- b) The rates quoted against this tender shall be valid for 180 days from the date of opening of the tender.
- c) The employees of the vendor shall ensure the smooth and trouble free operations. No child labour is permitted.

- 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 Equipment (PPE) namely Safety shoes, helmet, uniforms and hand gloves, 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) Cost of Loss of production due to negligence or absenteeism of the staff employed by the vendor, shall be debited to the vendor.
- g) Vendor shall be liable for any loss / accident to company property/personnel due to negligent or unsafe operations.
- h) The contractor shall be ready to commence operation at Lube Oil Blending Plant from the date of commencement of contract. Time is the essence of contract.
- i) 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.
- j) 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.

Section 5 - SPECIAL TERMS & CONDITIONS

- a) The estimated volume to be handled during the contractual period is 38000 KL. This volume is indicative volume only. BPCL cannot guarantee any minimum volume of business. The volume shall be based entirely on the monthly requirements and additional requirements, if any, as advised by the Corporation, from time to time.
- b) It is solely the responsibility of the vendor to visit the site and familiarize themselves thoroughly with the site and working conditions before submitting the tender.
- c) 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.
- d) 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.
- e) The vendor shall provide a list of its employees 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 employees collect/deposit the said Temporary Entry Passes at the Security gate while entering / leaving the establishment. Any change in the particulars of employees deployed by the vendor shall be intimated to us in advance, along with personal details and photographs of the persons to be deployed, for issuance of appropriate TEP's.

- f) In case 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 persons meeting minimum requisite competencies. The contractor on any given day should engage adequate number of persons to ensure timely completion of job.
- g) The Contractor shall ensure that their employees shall follow the prescribed safety precautions at the workplace. Contractor shall ensure payment to their employees as per statutory requirement. The contractor shall comply with Minimum Wages Act, ESI, PF rules, etc. or any other statutory rules applicable for employing contract labour. Payment of ESI, PF, etc. to employees is the responsibility of the contractor and details of such statutory remittances should be furnished to us on monthly basis for verification. In case of any change in the statutory rules, payment mode, etc., contractor shall abide by the practice as advised by the Corporation. Copies of ESI/PF challan should be submitted along with the bills.
- h) 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 employees, 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 with effect from Oct 2017 by submitting a 'bank account money transfer statement'.
- i) 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.
- j) 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.
- k) On expiry of contract, the vendor shall be responsible for payment of corresponding amount to the employees 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.
- l) 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.
- m) 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 of

the employees of 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.

- n) 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.
- o) The Vendor shall not sub-contract the whole or any part of this contract to another person or vendor.
- p) 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.
- q) The age of the contract labour engaged for the job shall neither be less than 18 nor exceed 60 years. Employment of Child Labour is strictly prohibited.
- r) Vendor shall provide medical fitness certificate, from registered medical practitioner, for all their employees to be engaged for the job.
- s) Training on HSSE and other operations shall be conducted as per BPCL standard at workplace. Contractor shall ensure participation of all the employees in such programs.
- t) Retention Money clause shall not be applicable for which captioned service.
- u) Payment will be made on monthly basis upon submission of bills. The vendor should submit their bills before 5th of the following month. Payment shall be released by NEFT mode within 10 working days of from the date of submission of bills.
- v) Tax, as applicable, shall be deducted at source. TDS certificates shall be issued to the Contractor by our Regional office separately after the completion of financial year.
- w) In case of non fulfillment of any of the above terms, the contract would be terminated without assigning any reasons, whatsoever for the same.
- x) For all future correspondences vendor code and tender number must be mentioned in the letter.

The above conditions are complementary to the general conditions of the tender and have to be read in conjunction with the same.

Section 6 - SECURITY DEPOSIT

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 or Bank Guarantee as per format advised by BPCL. 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.

Section 7 - PERIOD OF CONTRACT

Period of this contract shall be one year with effect from 01.10.2017. However, this agreement can be terminated by BPCL by giving the vendor one month's written notice.

Section 8 - CANCELLATION / TERMINATION OF CONTRACT

- i. If at any time during the period of the contract, it is observed by the Corporation or by an authorized representative(s) that the services rendered by the Agency / its contract labour(s) are not to the satisfaction of the Corporation or any terms of the contract are violated, the Corporation reserves the right to summarily terminate the contract without any notice or compensation thereof.
- ii. 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.
- iii. All legal disputes arising out of this contract shall be under the jurisdiction of courts of Mumbai only.
- iv. The act of Contractor not disbursing the minimum wages on time and or discounting / evading payment would lead to termination of the contract.

Section 9 - PAYMENT TERMS

- iv. The monthly bill should be submitted by 5th day of subsequent month.
- v. The rates quoted by the bidder & mutually agreed upon between the two parties shall be remain firm during the entire period of the contract.
- vi. 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 10 - PENALTY CLAUSE

Liquidated Damages shall be recovered from the monthly bills of the Contractor on account of non-performance or under-performance of various activities stipulated in the contract. LD shall be limited to recovery of 5% of the monthly bill amount. In case of loss of product due to negligence of the vendor, cost of the product, including all taxes, shall be recovered.

Section 11 - RISK PURCHASE

- a) Inadequate manpower resulting in loss of production, shall entitle the Corporation to get the job done from any other external agency at the risk and cost of the contractor. The decision of the Corporation in this regard will be final and binding on the contractor.
- b) In case of non-compliance of contractual obligations and any damage or loss or theft to the property of the Corporation caused due to the negligence or wilful act of the labour employed by the vendor, the vendor shall be responsible for repairing / replacing the same at its cost failing which the actual cost incurred towards repair / replacement with suitable penalty shall be imposed and recovered from the vendors bills.

Section 12 - FORCE MAJEURE CLAUSE

If at any time during the continuance of the Purchase Order the performance in whole or part by either party of any obligation under the Purchase 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 the Purchase Order shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of Executive Director (LUBRICANTS), 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 the Purchase Order.

Section 13 - ARBITRATION CLAUSE

- i. Any dispute or difference whatsoever arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, application, meaning, scope, operation or effect or termination there, shall be referred to and finally resolved by arbitration by a Sole Arbitrator, who will be appointed by Director (Marketing) BPCL and such proceedings shall be conducted in accordance with the Arbitration and Conciliation Act 1996 for the time being in force or as amended from time to time. The award made in pursuance thereof shall be final and binding on the parties.
- j. The award shall be made in writing and published by the Arbitrator within such time as the Arbitrator may deem fit and proper.
- k. The Arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the Arbitrator may think fit, having regard to the matters in difference i.e. dispute before him. The Arbitrator shall have all summary powers and may take such evidence oral and / or documentary, as the Arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Indian Arbitration Act 1940 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.
- l. The parties against whom the arbitration proceedings have been initiated, that is to say, Respondents in the proceedings, shall be entitled to prefer a cross-claim, counter-claim or set off before the Arbitrator in respect of any matter in issue arising out of or in relation to the Agreement without seeking a formal reference or arbitration to the Director (Marketing) for such Counter-Claim or set off and the Arbitrator shall be entitled to consider and deal with the same as if the matter arising thereof has been referred to him originally and deemed to form part of the reference made by Director (Marketing).
- m. The Arbitrator shall be at liberty to appoint, if necessary, any Accountant or Engineer or other technical person to assist him and to act by the opinion so taken.
- n. The Arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties.
- o. The Arbitrator shall be entitled to direct any of the parties to pay the costs of the other party in such manner and to such extent as the Arbitrator may in his discretion determine and shall

also be entitled to require one or both the parties to deposit funds in such proportion to meet the Arbitrators expenses whenever called upon to do so.

- p. The parties hereby agree that the Courts in the City of Mumbai alone shall have jurisdiction of entertaining any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the sole Arbitrator hereunder shall be filed (if so required) in the concerned Courts in the city of Mumbai only. The arbitration shall be conducted in English language.

Section 14 - REPRESENTATIVE OF THE CONTRACTOR:

The contractor shall within 10 days from the date of execution of the contract / agreement, intimate names /addresses / photo copies of Representative / Supervisor / Workers /Driver to be deployed for the tendered job to the Officer in-charge. Any change in the above shall be intimated to Officer in-charge on time.

Section 15 - SUB-CONTRACTING

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

Section 16 - OTHER CONDITIONS

- a) The contractor shall arrange sufficient manpower to carry out the job entrusted to him. Failure to provide minimum manpower continuously for three days or five days in a week shall be liable for deduction of payment on prorata basis. Failure to arrange for required manpower may be construed as breach of contract that may entail BPCL to terminate the contract or take any other action as may deem fit.
- b) Employees deployed in the contract basis are, for all practical purposes, employees of the contractor and they shall not be entitled for any of the privileges and benefits of the employees of BPCL. The persons, 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) Contractor shall be fully responsible in all respect in case of injuries / accidents to their employees while on duty.
- d) The contractor shall equip the work force with proper uniforms, identity cards and other accessories as deem fit for effective working.
- e) The work force posted shall be of good health, good character, amenable to discipline and should have necessary intelligence for carrying out the work.

Section 17 - HEALTH SAFETY SECURITY AND ENVIRONMENT POLICY

The Successful Tenderer has to abide the following as per applicable to BPCL

- ✚ HSSE Policy of BPCL Tondiarpet Lube Oil Blending Plant
- ✚ Fire Order of the location.
- ✚ Work permit system should be followed strictly as per norms

Section 18 - CONFIDENTIALITY

A party (Recipient) shall maintain the confidentiality of all data and technical information supplied by the other party (Disclosing Party), relating to the manufacture or blending of Finished Products and re-packaging of bulk finished products. The Recipient shall not use the data and technical information for any purpose other than to manufacture, blend and ship the Finished Products or to re-package and ship the finished products and shall not disclose the 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: PLANT MANAGER LOBP TONDIARPET

WITNESSES:

- 1.
- 2.

SIGNED for and on behalf of *M/S.*

Name:

Title :

WITNESSES

- 1.
- 2.