NOTICE INVITING e-TENDER FOR Operations & Maintenance of Fuel handling facilities of BPCL / NTPC at Cheppad & Kayamkulam (NTPC Plant area).

TENDER NO. CPD/TEND/07/2015-16
(Published on: 27.11.2015)

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<thead>
<tr>
<th>Tender Name:</th>
<th>E-Tender for Operations &amp; Maintenance of Fuel handling facilities of BPCL / NTPC at Cheppad &amp; Kayamkulam (NTPC Plant area).</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Bid Meet</td>
<td>Eligible tenderers are invited to a pre-bid meeting for clarifications on tender conditions and e-bidding process on 08.12.2015 at 2:30 pm at Cheppad at : Bharat Petroleum Corporation Ltd., Cheppad Depot, Cheppad PO, Alappuzha District, Kerala - 690507</td>
</tr>
<tr>
<td>Last Date for Submission of Tender:</td>
<td>21.12.2015 by 2:00 pm</td>
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<td>Tender Opening on:</td>
<td>21.12.2015 at 3:00 pm</td>
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<tr>
<td>Period of Contract:</td>
<td>TWO (2) years from the date of Award of contract, with an option of extension upto ONE more year based on performance of the Contractor and requirement of NTPC / BPCL on the same terms and conditions, with the concurrence of both the parties.</td>
</tr>
<tr>
<td>Earnest Money Deposit (EMD)</td>
<td>Rs.1,00,000/- (Rupees One Lakh Only) in the form of Demand Draft</td>
</tr>
<tr>
<td>Tender Fee</td>
<td>Rs.1,145/- (Rupees One thousand one hundred and forty five only) in the form of Demand Draft</td>
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NOTICE INVITING e-TENDER FOR Operations & Maintenance of Fuel handling facilities of BPCL / NTPC at Cheppad & Kayamkulam (NTPC Plant area).

TENDER NO. CPD/TEND/07/2015-16

E-bids are invited from eligible bidders FOR Operations & Maintenance of Fuel handling facilities of BPCL / NTPC at Cheppad & Kayamkulam (NTPC Plant area).

1. Eligible bidders are invited to submit their offer in a two-part bid for subject tender.

2. Please visit our website https://bpcleproc.in for participating in the tender and submit your bid online. For viewing / downloading the tender document (non transferable), please visit our website http://www.bharatpetroleum.in/tender/tender.asp

3. Tender Document will not be available for purchase from any of our offices.

4. Tender Document fee of Rs 1,145/- (incl. Service tax) is payable.

5. EMD shall be refunded after placement of work order and its acceptance by successful bidder. Bidders shall provide Bank Details of their Banker as per our format.

6. Non-submission of EMD/Tender fee before the closing date & time of e-tender shall entail disqualification unless exempted for the parties as per tender condition. EMD shall be refunded to unsuccessful bidders.

7. The DD/Pay Order for EMD/Tender Document Fee should be in favour of Bharat Petroleum Corporation Ltd. payable at Kochi / Ernakulam, drawn on any of the Scheduled/ Nationalized Bank.

8. As per order issued by “Ministry of Micro, Small and Medium Enterprises” on 23.03.2012 on “Public Procurement Policy for Micro, Small and Medium Enterprises ( MSMEs) order 2012”, those who have registered with Director of Industries Centres or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises are exempted from paying tender fees and Earnest Money Deposit. Such bidders must produce a Notarized copy of MSE registration issued by any one of the authorities mentioned above, if they wish to avail exemption.

9. Bidder is advised to refrain from submitting any false, forged documents, the penalty for which shall be termination of contract and forfeiture of EMD /SD submitted. In case the bidder is not able to provide facilities as sought within the stipulated period of issuance of LOI, the EMD/SD shall be forfeited.
10. Bidder is also advised to go through the tender documents carefully and understand the terms and conditions completely before quoting.

11. The estimated quantity of works is only indicative. BPCL does not commit or guarantee any minimum volume of business.

12. The Bid consists of the following documents to be submitted on-line.
   
a. Credential / Technical Bid (Un-priced)
   b. Price Bid

13. The online portion of the tender shall have to be submitted through the e-procurement system on https://bpcleproc.in.

14. Additionally, it is mandatory for the bidders to submit the following documents in physical form to the Territory Manager (I&C), Kochi in a sealed envelope at the following address:

   **Territory Manager (I&C) – Kochi,**
   **Bharat Petroleum Corporation Ltd.,**
   **I&C Kochi Territory, Kochi Refinery Marketing Office,**
   **Ambalamugal, KOCHI - 682302.**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>Attachment No.</th>
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<tr>
<td>1</td>
<td>Particulars of Bidder</td>
<td>Attachment-1</td>
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<td>2</td>
<td>Bidder’s Covering Letter as per format</td>
<td>Attachment-2</td>
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<td>3</td>
<td>Details of relationship with BPCL Directors as per format</td>
<td>Attachment-3</td>
</tr>
<tr>
<td>4</td>
<td>Bank Guarantee format</td>
<td>Attachment-4</td>
</tr>
<tr>
<td>7</td>
<td>Self attested copies of Firm / Company Registration Certificate.</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Self attested copies of Partnership Deed or Certificate of Incorporation.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Self Attested copies of work order(s)/contract(s)/agreement(s) and work completion certificates for similar job experience in Operation and Maintenance at Petroleum depots and/or power plants.</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Self attested copies of PAN, PF, ESIC, Sales Tax, Service Tax Registration certificates</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Solvency certificate from Bankers for a value of Rs.30 lakhs</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Tender Fee in the form of Demand Draft for Rs. 1,145/- (incl. Service tax) as per tender Para 2.1 point no.4</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>EMD of Rs. 1,00,000/- by way of Demand Draft as per tender</td>
<td></td>
</tr>
</tbody>
</table>

CPD/TEND/07/2015-16
15. The submission of online bid as well as submission of above physical documents shall be upto 02:00 pm on 21.12.2015.

16. Bids submitted after the due date and time of closing of tender (i.e. after 02:00 pm on 21.12.2015) and/or not submitted in the prescribed format shall be rejected. BPCL does not take any responsibility for any delay in submission of online bid due to connectivity problem or non-availability of site and/or other documents to be submitted in physical form due to postal delay etc. No claims on this account shall be entertained.

17. The schedule for price bid opening shall be published as corrigendum in the e-procurement site. Intimation of any corrigendum published shall be communicated vide automated e-mail to the bidders who qualify in the credential / technical bid.

18. Price Bid (to be submitted online) shall be opened only for those tenderers whose credential bid / technical bid is found acceptable as defined in tender document.

19. The tender document with detailed terms and conditions is also available on our website http://www.bharatpetroleum.in/tender/tender.asp but the submission of tender is allowed only through the e-procurement system on https://bpcleproc.in.

20. As a pre-requisite for participation in the tender, tenderers are required to obtain a valid Digital Signature Certificate (signing & encryption) of Class IIB and above as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA) Controller of Certifying Authorities (CCA). The cost of obtaining such Digital Signature Certificate shall be borne by the tenderer. In case any tenderer so desires, he/she may contact our e-procurement service provider M/s. E-Procurement Technologies Ltd., (ETL) at their contact nos. in Kochi: 0484-2821642 / 0484-2821655 or Mr. Manoj (Mob.: 89071 32680) / Mr. Jinoy (Mob.: 99951 45783) for obtaining Digital Signature Certificate.

21. SUBMISSION OF E-TENDER DOCUMENTS:

Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:

i. Bidders are advised to log on to the website (https://bpcleproc.in) and arrange to register themselves at the earliest.

ii. The system time (IST) that will be displayed on e-procurement (e-bid) web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.

iii. Bidders are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid. If the bidder intends to change/revise the bid already entered, he may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.

iv. Bidders submitting/uploading the on-line tender documents thru’ digitally signed certificates shall be construed as their complete agreement with the terms & conditions and that they have fully understood the tender documents.

v. Bids/Offers shall not be permitted in e-procurement (e-bid) system after the due date/time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
vi. Bidders shall submit price bids only through e-bidding and no physical documents with respect to price bids should be submitted. In case Bidder submits such physical documents for price bids, the same shall not be considered.

22. In case of any clarification pertaining to e-procurement (e-bidding) process, the bidder may contact our e-procurement service provider M/s. E-Procurement Technologies Ltd., (ETL) at their contact nos. in Kochi: 0484-2821642 / 0484-2821655 or Mr. Manoj (Mob.: 8907132680) / Mr. Jinoy (Mob.: 9995145783)

23. CONTACT PERSONS:

<table>
<thead>
<tr>
<th>S.no</th>
<th>Contact person(s)</th>
<th>To be contacted for</th>
</tr>
</thead>
</table>
| 1    | Shri. Shantanu Consul  
No.9, MCHS (IAS Officer's Colony),  
16th Main, 5th C Cross,  
BTM 2nd Stage,  
BANGALORE – 560 076.  
Email id – shantanuconsul@gmail.com  
Mobile – 09740069318 | For Complaints only |
| 2    | 1) S Sanjay,  
Senior Manager Operations, I&C,  
Depot In Charge, Cheppad Depot,  
Bharat Petroleum Corporation Ltd.,  
Cheppad P O, Cheppad,  
Kerala – 690507.  
Ph : 0479-2419057 / Mob: 9895128567  
e-mail : sanjays001@bharatpetroleum.in | For all other clarifications /  
details regarding this tender on any working day (Monday to Friday) between 10 a.m. and 5.00 p.m. |
|      | 2) C.M. Jose,  
Sr. Manager-Mktg., Co-ordination, I&C, Kochi Territory  
Bharat Petroleum Corporation Ltd.,  
Kochi Refinery Marketing Office, Ambalamugal,  
KOCHI – 682302.  
Ph : 0484-2720824 / Mob : 9745635202  
e-mail : josecm@bharatpetroleum.in | |

24. Please note that Corrigendum / Addendum to this tender, if any, shall be published only on our websites http://www.bharatpetroleum.in/tender/tender.asp and https://bpcleproc.in.

25. BPCL reserves the right to withdraw or cancel this tender in full or in part at its sole discretion and without assigning any reason whatsoever at any time during the tender process.

Thanking you,

Yours faithfully,  
for BHARAT PETROLEUM CORPN. LTD.,

TERRITORY MANAGER (I&C), KOCHI
TENDER NO. CPD/TEND/07/2015-16

E-TENDER FOR Operations & Maintenance of Fuel handling facilities of BPCL / NTPC at Cheppad & Kayamkulam (NTPC Plant area).

1.0 COMPANY INTRODUCTION

1) Bharat Petroleum Corporation Limited (BPCL), a Public Sector Enterprise is engaged in the business of refining and marketing of petroleum products. This tender is for the operation and maintenance of Fuel Handling facilities of BPCL/NTPC at Cheppad and Kayamkulam (NTPC Plant area)

2.0 TENDER NO. CPD/TEND/07/2015-16

BHARAT PETROLEUM CORPORATION LIMITED (BPCL) a Public Sector enterprise, invites Bids through e-tender under Two-Bid System for Operations & Maintenance of Fuel handling facilities of BPCL / NTPC at Cheppad & Kayamkulam (NTPC Plant area) for a period of 2 (Two) years, and will be effective from the date of award of contract with an option to extend upto ONE more year based on performance of the Contractor and requirement of NTPC / BPCL on the same terms and conditions, on the concurrence of both the parties

2.1 TENDER DOCUMENTS:

1) As a pre-requisite for participation in the tender, tenderers are required to obtain a valid Digital Signature Certificate (signing & encryption) 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 Certificate shall be borne by the tenderer. In case any tenderer so desires, he/she may contact our e-procurement service provider M/s. E-Procurement Technologies Ltd., (ETL) at their contact no. in Kochi: 0484-2821642 / 0484-2821655 or Mr. Manoj (Mob.: 89071 32680) / Mr. Jinoy (Mob.: 99951 45783) for obtaining Digital Signature Certificate.

2) The tenderers having valid Digital Signature Certificate and Login ID can download the tender from the website (https://bpcleproc.in). The downloaded documents once read carefully have to be uploaded by the tenderer under their Login ID duly certified with Digital Signature Certificate, in token of acceptance of all tender terms and conditions there-in.

3) The tender documents can also be downloaded from BPCL website, http://www.bharatpetroleum.in/tender/tender.asp. The submission of tender is allowed only through the e-procurement system on https://bpcleproc.in

4) Tenderer shall pay Rs. 1,145/- (Rupees One Thousand one hundred and forty five only) as Tender Fee by Demand Draft (Non-refundable) drawn on any Scheduled Bank payable at Kochi / Ernakulam in favour of M/s BHARAT PETROLEUM CORPORATION LTD. This
should be submitted in a separate envelope along with the documents to be submitted in physical form as per the list mentioned under Para 5.2 below.

5) As per order issued by “Ministry of Micro, Small and Medium Enterprises” on 23.03.2012 on “Public Procurement Policy for Micro, Small and Medium Enterprises (MSMEs) order 2012”, those who have registered with Director of Industries Centres or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises are exempted from paying tender fees and Earnest Money Deposit. Such bidders must produce a Notarised copy of MSE registration issued by any one of the authorities mentioned above, if they wish to avail exemption.

2.2 RATE SCHEDULE / ESTIMATED QUANTITY:

1. Lowest rates totaling (a) Schedule I, Operation and Maintenance of Fuel handling facilities of BPCL/NTPC at Cheppad and Kayamkulam as indicated in the tender document & (b) Schedule II, Miscellaneous works as indicated in the tender document, as quoted by the tenderers. The Rates in the Price-Bid is to be quoted only “on-line” & no physical document should be submitted.

2. The estimated quantity for (a) & (b) as above is provided in clause 5.3 of this document.

3. The Corporation does not guarantee any minimum business and the estimated quantities given in the tender are only indicative.

2.3 EARNEST MONEY DEPOSIT (EMD):

Tenderer shall pay Rs. 1,00,000/- (Rupees One Lakh Only) as EMD per tender by Demand Draft drawn on any Scheduled Bank payable at Kochi / Ernakulam in favour of BHARAT PETROLEUM CORPORATION LTD. This should be submitted in a separate envelope along with the Documents to be submitted in physical form as per the list mentioned under Para 5.2 below. Bids received without EMD shall be rejected.

2.4 SUBMISSION OF TENDER:

1) The tenderer should download the tender document from e-procurement system on https://bpcleproc.in and after carefully reading the same should be uploaded under his/her login ID, as token of acceptance of all terms & conditions therein.

2) The Bid consisting of the following documents to be submitted online @ https://bpcleproc.in

   a. Credential / Technical Bid (Un-priced)
   b. Price Bid

3) Additionally, it is also mandatory for the tenderer to submit the documents in physical form as mentioned under Para 5.2 below, to the Territory Manager (I&C) Kochi at the address given above. The envelope containing these documents should be sealed with adhesive and super-scribed with the Tender No. & dropped in the tender box.

4) The DD/Pay order for EMD and Tender Fee (to be taken separately) is to be inserted in envelope “A”. The envelope is to be sealed and super-scribed with the Tender No. and words “EMD / TENDER FEE”.

CPD/TEND/07/2015-16
5) The documents required to be submitted manually as per para 5.2 below of the Technical/Credential Bid, are to be inserted in envelope “B”. **The envelope is to be sealed and super scribed with the Tender No. and words “Technical / Credential Bid”**.

6) Both Envelope ‘A’ and ‘B’ are to be inserted in envelope ‘C’. The envelope is to be sealed and super scribed with the Tender No. and Name. The envelope is to be dropped in the Tender Box kept at the office of the Territory Manager (I&C), Kochi at the address given above.

7) The closing date & time for submission of online bids as well as submission of documents in physical form is **02:00 pm on 21.12.2015**.

8) Offers may be submitted by:

i. Proprietorship firms / Individuals who are Indian citizens, who have attained the age of majority; or

ii. partnership firm consisting of Indian citizens; or

iii. Co-operative society of which all the members are Indian citizens; or

iv. Company duly registered under the Companies Act, 1956 provided they comply with the conditions contained hereinafter.

### 2.5 NATURE OF WORK, LOCATION & PERIOD OF CONTRACT:

1) E-bids are invited from eligible tenderers for the operation and maintenance of Fuel Handling facilities of BPCL/NTPC at Cheppad and Kayamkulam (NTPC Plant area)

2) The Company (Bharat Petroleum Corporation Limited) is operating/maintaining a Naphtha Depot at Cheppad and tankage at Kayamkulam (within NTPC’s premises) at a distance of about 5.5 km from Cheppad, which are the Fuel Handling Facilities for Rajiv Gandhi Combined Cycle Power Project, NTPC Limited, Kayamkulam. The Contractor is required to carry out the operation & maintenance of the above Fuel Handling Facilities at Cheppad & Kayamkulam. Total operation of facilities include receipt of the product at Cheppad by tank wagons, unloading the tank wagons, safe storage and transferring the product by pipeline from Cheppad tanks to NTPC, Kayamkulam site, assist NTPC in receipt and unloading of HSD tank lorries consigned Ex. BPCL, Irinpanam Installation, preventive maintenance of all equipments, MCC and any other associated jobs assigned by NTPC /BPCL for handling the product (Naphtha) including house keeping, etc. The tenderer will operate and maintain all the above facilities in a good working order at any given point of time to ensure uninterrupted handling of Naphtha round the clock.

3) The period of contract shall be for a period of 2 (TWO ) years from the date of award of contract with an option of extension upto one more year based on performance of the contractor and requirement of NTPC/BPCL on the same terms and conditions, on the concurrence of both the parties.

### 2.6 MINIMUM QUALIFICATION CRITERIA :

The Tenderer should have undertaken operation and maintenance works at large petroleum installation, refinery or power plant and should have the following qualifications:

a. Minimum two years Operation and maintenance contract experience in petroleum industry or power plants.

b. Minimum solvency should be Rs.30 lakhs.

c. Tenderers are requested to submit documentary proof in support of meeting the pre-qualification criteria mentioned above, along with Technical bid. Non-submission of any of the documents or incomplete submission of the documents may lead to summarily
rejection of the quotation.

2.7 SIGNING OF AGREEMENT:

Each successful tenderer will have to sign an Agreement and Integrity Pact, as per the drafts attached as Annexure-1 & Annexure-2 respectively of the tender document. The period of agreement with successful tenderer would be 2 (Two) years w.e.f. the date of award of contract with an option of extension upto one more year based on performance of the contractor and requirement of NTPC/BPCL on the same terms and conditions, on the concurrence of both the parties. Further, Agreement would, however, be subject to the right of BPCL to terminate it prematurely as per clause no: 21 of the Agreement.

2.7.1 SIGNING OF INTEGRITY PACT:

1. The tender document must accompany with the Integrity Pact (IP) duly signed by the Bidder as per Annexure-2.

a) The Proforma of Integrity Pact shall be returned by the bidder/s along with the bid documents duly signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder’s failure to return the IP duly signed along with the bid documents shall result in the bid not being considered for further evaluation.

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

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

d) Bidders may raise disputes/complaints, if any, with the nominated Independent External Monitor. The name/address/contact numbers of Independent External Monitor (IEM) appointed to oversee implementation is given below:

Shri. Shantanu Consul
No.9, MCHS (IAS Officer’s Colony),
16th Main, 5th C Cross,
BTM 2nd Stage,
BANGALORE – 560 076.
Email id – shantanuconsulta@gmail.com Mobile – 09740069318

2.8 TENDER OPENING:

1) The due date and time of opening of tender documents (technical documents submitted in e-bidding & documents submitted in physical form) is as specified in NIT, which is 21.12.2015 at 03:00 pm at the following address:

Territory Manager (I&C) – Kochi,
Bharat Petroleum Corporation Ltd.,
I&C Kochi Territory, Kochi Refinery Marketing Office,
Ambalamugal, Kochi – 682302, KERALA.
2) On-line credential / technical bids of only those tenderers shall be opened who have submitted physical documents as mentioned in Para 5.2 below. If any tenderer fails to submit the physical documents and / or submits incomplete documents, their on-line bids shall not be opened and the bid shall be considered as rejected.

3) Tenderer should study all the tender documents carefully and understand conditions, drawings, specifications etc., before quoting. If there are any doubts, the party should obtain clarification from the site prior to submission of the tender.

4) Tenders received late for whatever reasons / without Tender Fee, EMD / submitted at the wrong address / in open or stapled condition / incomplete in any other respect will not be considered.

5) The tenderer can also witness the tender opening through e-procurement (e-bid) system on https://bpceleproc.in.

IMPORTANT:

a. It is mandatory that, before closure of the tender at 02:00 pm on 21.12.2015, the tenderer should submit the applicable documents in physical form as specified under Para 5.2 below.

b. Tenderers shall submit Price Bids only through e-bidding and no physical documents shall be submitted.

c. All revisions, clarifications, corrigendum, addenda, time extension, cancellation etc., if any, shall be hosted on http://www.bharatpetroleum.in/tender/tender.asp and https://bpceleproc.in only. Bidders / Tenderers should regularly visit these websites to keep themselves updated.

2.9 OPENING OF PRICE BID:

1) Price Bid (to be submitted online) shall be opened only for those tenderers whose credential bid / technical bid is found acceptable as defined in tender document.

2) The tenderers meeting minimum qualification criteria will only be considered for opening of price bids after evaluation of Technical bids of all participating and valid tenders. After scrutiny of the technical bids, schedule for price bid opening shall be published as corrigendum in the e-procurement site. Intimation of any corrigendum published shall be communicated vide automated e-mail to the bidders.

3) The price bid will be opened only through the e-procurement system on https://bpceleproc.in.

4) The price bids will remain valid for 180 days from the date of opening of the Price Bid unless extended by mutual consent in writing. The Corporation reserves the right to accept or reject any or all the tenders in part or in totality, or to negotiate with any or all the tenderers, or to withdraw/ cancel/ modify this tender without assigning any reason whatsoever.

3.0 PARTICIPATION:

(i) Tenderers are requested to view / download the tender document from the website http://www.bharatpetroleum.in/tender/tender.asp and go through the same carefully. The eligible tenderers meeting the minimum qualification criteria may participate.
ii) If it is found that the tenderer has applied although he/she was not eligible as per conditions laid down in minimum qualification criteria of this tender or has given false affidavit/information including quoting wrong PAN number or has suppressed any material fact about facilities etc. whether at the time of application or at the time of execution of agreement, the tender/allotment will be rejected/cancelled summarily without issuing any show cause notice for the same. In case of such cancellation, entire amount deposited against EMD/security deposit amount shall be forfeited.

4.0 TENDER GUIDELINES - TERMS & CONDITIONS:

4.1 GENERAL:

1) Relatives (as per list enclosed) of officer/s responsible for award and execution of this contract in BPCL are not permitted to quote against this tender. The tenderer shall be obliged to report the name/s of person/s who are relatives of any officers of the BPCL & any of its subsidiary Companies, IOC or HPC or any officer in the State or Central Government, and who are working with the tenderer in their employment or are subsequently employed by them. Any violation of this condition even if detected subsequent to the award of contract, would amount to breach of contract on tenderers part entitling BPCL to all rights and remedies available thereof including termination of contract.

2) All rates quoted should be both in words and figures. In case of any difference between the two, the rates quoted in words shall be considered as final and authentic. Also the rates should be quoted in the same units as mentioned in the tender schedule.

3) In case it is observed that all the tenderers or a group of tenderers have quoted in cartel, BPCL reserves the right to reject some or all the bids of the tenderers who have quoted in cartel, without assigning any other reasons for the same.

4) Rates quoted would be valid and binding on the tenderer for 180 days from the date of opening of Price Bid unless extended by mutual consent in writing. During the validity period, tenderer will not be allowed either to withdraw or revise his offer on his own. Breach of this provision will entail forfeiture of the Earnest Money Deposit. Once the tender is accepted and work awarded, the rates will be valid for the entire contractual period.

5) BPCL reserves the right, at their sole discretion, and without assigning any reason whatsoever, to:

   a. Negotiate with any or all tenderer/s
   b. Distribute the work among Tenderers;
   c. Reject any or all tenders either in full or in part

6) The tenderer should study all the operational aspects of the job and must fulfill the safety, security, environmental, and any other statutory regulations/requirements for the operation and maintenance of Fuel Handling facilities at BPCL/NTPC Cheppad and Kayamkulam. Tenderers would be presumed to have acquainted themselves with the working conditions of the job, the scope & nature of all the depot activities before submission of the tender.

7) Tenders not meeting the tender terms & conditions or incomplete in any respect or with any additions / deletions or modifications, tender documents received without Tender Fee / EMD, are liable to be summarily rejected without any further communication to the tenderers and decision of BPCL in this respect will be final and binding.

8) Incomplete or conditional offer and those with counter condition to the prescribed terms and conditions of the tender documents are liable to be rejected.
9) The estimated quantity for contract job mentioned in the tender document is only indicative and the actual quantity may vary. BPCL does not guarantee any minimum quantity per month or for the entire contract period.

10) Tenderer should submit all the details and enclosures as has been asked for in the tender form. In case any of the information is not applicable to the tenderer, "Not applicable" may be written against such item. Not submitting any information/enclosure sought for shall be a ground for rejection of tender.

11) The responsibility for the safety, security and accounting of the materials and equipment brought or installed by the successful Tenderer or handed over to him by the company for completion of the work will remain with him till the acceptance of the work by the company. Any damage caused to the materials/equipment during the execution of work will be made good by the successful Tenderer at his cost. The company may require the successful Tenderer to have a guarantee/indemnity bond executed for the value of materials supplied to him free of cost, as per terms of the agreement.

12) Terms and Conditions also include points no.9 to 45 under “Execution of Works” in Annexure 1.

4.2 TECHNICAL BID REQUIREMENTS:

a. Turnover:

The tenderer should submit the audited balance sheets and income statements for the preceding three years to demonstrate the current soundness of the applicant’s financial position. It is preferred that the tenderer’s net worth calculated as the difference between total assets and total liabilities should be positive.

Documents to be submitted for item (a):

i. Attested copies of the audited balance sheet/profit and loss account duly certified by Chartered Accountant with his membership number clearly specified in support of the analyzing parameter of turnover for the preceding three years. (2012-13, 2013-14, 2014-15)


b. Job experience:

Parties who have successfully completed similar jobs earlier, can only apply. Similar job refers to Operation and Maintenance at Petroleum Industry and/or Power Plants.

Documents to be submitted for item (b):

i. Attested copies of work order(s)/contract(s)/agreement(s) and work completion certificates.

If the documents are in language other than English, Translated (in English) copy/copies of the work order/contract(s)/agreement(s)/work completion certificates duly Notarized must also be submitted. Please note above details must indicate the
date of commencement and date of satisfactory completion of work(s).

c. **Statutory licences / approvals:**

The tenderers should have approved & valid statutory licences / approvals / documents / certificates viz., PAN card, PF Regn., Service Tax Regn., ESIC, Electrical Contractor License etc.

**4.3 INSTRUCTIONS TO BIDDERS:**

1. Bidders are requested to study the tender documents/Annexures/Attachments carefully and understand the requirements, conditions etc., before quoting. Offers should be strictly in accordance with the tender terms and conditions.
2. All the terms and conditions mentioned in the tender document, along with all Annexure/Attachments, shall form part of this tender.
3. No deletion or overwriting in the documents is permitted. Corrections, if any, should be attested under the full signature of the bidder.
4. Bids submitted after the due date and that not in conformity with the prescribed terms and condition and specification are liable to be rejected. BPCL shall take no responsibility for documents received after last date and time due to delay or any other reason and no claims on this account shall be entertained.

**4.4 EVALUATION / RANKING OF THE TENDERERS:**

1) This Public e-Tender is floated in two bid system i.e. technical bid & price bid. Initially, the technical bids will be opened on scheduled date and will be evaluated on the minimum qualification criteria as detailed in clause 2.6 of the tender document.

2) Evaluation of Technical bid shall be based on the documents submitted meeting the complete requirement as per the minimum qualifying criteria sought and also the other technical bid requirements as mentioned in clause 4.2 above. The decision of the company in this regard shall be final and binding on the tenderer.

3) Price bids of only technically qualified tenderers, based on technical evaluation, will be opened on a notified date. Schedule for price bid opening shall be published as corrigendum in the e-procurement site. Intimation of any corrigendum published shall be communicated vide automated e-mail to the bidders.

4) The lowest cost to the company shall be the sole criteria of evaluation of price bid and as such, evaluation criteria of determining the lowest cost shall be the “**Total of the (a) Schedule I, Operation and Maintenance of Fuel handling facilities of BPCL/NTPC at Cheppad and Kayamkulam as indicated in the tender document & (b) Schedule II, Miscellaneous works as indicated in the tender document, for the indicated quantity, excluding service tax/other statutory levies**”.

5) Tenderers should quote rates strictly as per the price bid schedule.

6) BPCL reserves the right to reject the tender application of a tenderer, based on BPCL’s
experience with them on their past performance.

7) Tenderers will be listed in ascending order as per their ranking. Tenderer with minimum financial outgo to BPCL will be ranked L-1. Tenderer with the next lowest financial outgo will be ranked L-2 and so on. The list will include all the technically qualified tenderers in the ranking based on the rates quoted by the respective tenderers.

4.5 EARNEST MONEY DEPOSIT (EMD):

1) Tenderers should submit an EMD of Rs.1,00,000/- (Rupees One Lakh only) by Demand Draft drawn on any Scheduled Bank in favour of “M/s Bharat Petroleum Corporation Limited”, payable at Kochi / Ernakulam in a separate envelope marked “EMD - Tender No.: CPD/TEND/07/2015-16” along with the physical documents as stated in Para 5.2 below. Tender documents received without EMD shall be rejected.

2) Cheques or request for adjustment against any previously deposited EMD/ pending dues / bills / security deposits for other contracts etc. will not be accepted as EMD, and any tender with such stipulation will be treated as without EMD and shall be rejected.

3) A cash receipt will be issued for the EMD and the tenderer should retain the cash receipt for obtaining refund.

4) No interest shall be payable on EMD.

5) EMD is liable to be forfeited, if the tenderer modifies/ withdraws the offer and / or refuses to accept the LOI/ Work Order after acceptance of BPCL’s offer within the prescribed validity of the tender, or if the tenderer does not furnish the required security deposit, or if the tenderer is unable to offer the services to BPCL as per the conditions of the Letter of Intent/award of contract.

6) EMD would be refunded only after finalization of the tender. While claiming refund, the original Cash Receipt issued by the BPCL must be surrendered. In case the Cash Receipt is lost / misplaced, an Indemnity Bond in specified proforma supplied by BPCL is to be submitted on non-judicial stamp paper of appropriate value (at tenderer’s cost), duly notarized.

7) As per the order issued by “Ministry of Micro, Small and Medium Enterprises” on 23.03.2012 on “Public Procurement Policy for Micro, Small and Medium Enterprises (MSMEs) order 2012”, those who have registered with the Director of Industries Centres or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handlooms or any other body specified by Ministry of Micro, Small and Medium Enterprises are exempted from paying the tender fees and Earnest Money Deposit. Such tenderers must produce a Notarised copy of MSME registration issued by any one of the authorities mentioned above, if they wish to avail the exemption.

4.6 NEGOTIATIONS :

1) The Corporation reserves the right to negotiate with any or all the tenderers. In such an event, BPCL shall invite the tenderers for negotiations solely at tenderers cost.

2) Only the proprietor of the firm or the legally authorized representative of the firm will be allowed to attend such negotiations, at their own cost, as commitments made and/ or clarifications given during the negotiations will be binding on the tenderer/s. He/ She should
carry the necessary authorization to attend such negotiations and to hand over an authenticated copy of the same to BPCL’s representative/s participating in negotiations.

3) No bidder shall be allowed to counter offer rates lower than the L1 rate.

4) Any offer received from the bidder without being asked by the Corporation shall be treated as unsolicited offer from bidder and same shall be rejected summarily. Similarly, any offer received after due date and time stipulated by Corporation, shall not be considered.

5) Originals of the documents submitted as copies and the documentation to substantiate statements made in the tender document are to be produced for verification by the BPCL during negotiations or at any other time at the discretion of BPCL.

4.7 SECURITY DEPOSIT (SD):

1) Successful tenderers will be required to furnish SD within 15 (fifteen) days of issuance of LOI/Work Order.

2) The security deposit shall be for an amount equivalent to 5% of the contract value subject to a minimum of Rs. 5 lakhs within 15 days from the date of issuance of Letter of Intent in the form of Bank Guarantee strictly in the specified format, valid for the full period of contract and an additional period of 6 (six) months beyond the tenure of contract. This shall be applicable on the extension period of the contract also. In case of revision in the BG format, the same shall be complied with by the successful tenderer.

3) Interest is not payable on SD.

4) Any loss/claim and/or damage arising out of the performance of the contract would be adjustable against the SD. Any loss/claims/damages higher than SD will be recovered from payments due to the Contractor under this contract or deposits made by or payments due to the Contractor under any other contract with BPCL.

5) Security deposit would be refunded after six months of expiry of the contract on written request from the Contractor and subject to fulfilling all terms and conditions of the contract.

6) Successful tenderer will be entrusted with the contract work only after signing of agreement and providing to us the Bank Guarantee towards Security Deposit.

7) In the event of the tenderer failing to perform any of his obligations as specified in this tender document, the Company at its discretion may obtain the services of other service providers and recover the charges incurred from the tenderer’s Security Deposit and the tenderer shall be liable to fully reimburse Company all additional expenses so incurred by the Company and besides compensate the Company for any consequential loss arising out of the tenderer’s default.

4.8 CONTRACT PERIOD:

Unless otherwise specified or agreed to, the contract shall be awarded for a period of TWO (2) years from the award of job with an option of extension up to one more year based on performance of the contractor and requirement of NTPC/BPCL on the same terms and conditions, on the concurrence of both the parties. The company reserves the right to foreclose the contract by giving 30 days notice to the tenderer.
4.9 EXECUTION OF AGREEMENT / INTEGRITY PACT:

1) Successful tenderer/s will be required, before undertaking the contract, to execute the Agreement, in requisite stamp paper, within 15 (fifteen) days of the date of issue of the LOI and should physically have the services ready in all respects for undertaking the job.

2) Tenderers are advised to carefully scrutinize the specimen set of Agreements and Forms attached with tender documents / downloaded from our website before submitting their tender.

3) When the person signing the tender is not the authorized signatory, necessary original Power of Attorney authorizing the signatory to act on behalf of the proprietor/ firm should be produced before signing the agreement, and notarized copy of the power of Attorney of the person authorizing should be submitted for the record of BPCL.

4) Failure to execute the agreement / Integrity Pact and/ or furnish required Security Deposit and / or not having the services ready in all respects within 15 (fifteen) days of issue of LOI may render the tenderer liable for forfeiture of Earnest Money Deposit and termination of contract without prejudice to the rights of BPCL to recover the damages under Law.

5) All terms & conditions stipulated in the Notice Inviting Tender, Guidelines for Tenderers, Tender Terms & Conditions, Declarations, Agreement and other documents furnished with the Tender and related correspondences shall form part of the contract.

4.10 SCOPE OF WORK: OPERATION AND MAINTENANCE

The scope of work is broadly classified as the following:

1. Schedule I, Operation and Maintenance of Fuel handling facilities of BPCL/NTPC at Cheppad and Kayamkulam as indicated in the tender document
2. Schedule II, Miscellaneous works as per scope of work

TENDER SCHEDULE - I

OPERATIONS & MAINTENANCE OF FUEL HANDLING FACILITIES OF BPCL/NTPC AT CHEPPAD AND KAYAMKULAM

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Brief Description of Work</th>
<th>Qty.</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Unloading (decanting) of Naphtha from Rakes (BTPN &amp; Conventional type) of Railway tank wagons at Cheppad as per the Scope of work enclosed herewith.</td>
<td>300</td>
<td>Rake</td>
</tr>
<tr>
<td>2.</td>
<td>Operation of Naphtha handling facilities at Cheppad as per the scope of work.</td>
<td>24</td>
<td>Month</td>
</tr>
<tr>
<td>3.</td>
<td>Maintenance of Naphtha handling facilities at Cheppad as per the scope of work.</td>
<td>24</td>
<td>Month</td>
</tr>
<tr>
<td>4.</td>
<td>Operation of Naphtha handling facilities at Kayamkulam as per the scope of work.</td>
<td>24</td>
<td>Month</td>
</tr>
</tbody>
</table>
5. Maintenance of Naphtha handling facilities at Kayamkulam as per scope of work. | 24 | Month
6. House keeping of Naphtha handling facilities at Cheppad & Kayamkulam as per the scope of work. | 24 | Month

**TENDER SCHEDULE – II**

**MISCELLANEOUS WORKS**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty.</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Arresting of pin-hole leakage in fire water pipe lines outside tank farm area by spot/flat welding or any other suitable method as directed at site inclusive of paint touch up on repair.</td>
<td>25</td>
<td>Each</td>
</tr>
<tr>
<td>2.</td>
<td>Labour charges for miscellaneous works viz. Grass cutting, Trimming of trees, drain cleaning etc. Contractor should take care of all statutory requirements of such labour employed by him.</td>
<td>600</td>
<td>Man-day</td>
</tr>
<tr>
<td>3.</td>
<td>Fabrication of Structurals viz. MS plate, Flat, Angle, Bolts, Nuts etc. and also inclusive of all charges towards labour, consumables, painting (2 coat primer and 2 coat finish paint), etc. Structural materials and Paint shall be supplied by NTPC/BPCL as free issue material.</td>
<td>3000</td>
<td>Kg</td>
</tr>
<tr>
<td>4.</td>
<td>Charges for painting pipe lines (diameter ranging from 25 mm to 600 mm), Buffer Air Chambers, Naphtha Tanks (including shell outside above walkway, where scaffolding is not required), structurals, angle posts of chain link fencing, electrical panels, plane surfaces etc. with two coats of primer (enamel or epoxy) and two coats of finish paint (enamel or epoxy) including cleaning, wire brushing etc. as directed by the Engineer-in-charge. The rate is exclusive of cost of primer and finish paint, which will be supplied from the Stores of NTPC as free issue material. Contractor should collect the same from the stores and transport to the work site and return the empty drums to the store after painting at his own cost. The rate should be inclusive of cost of scraping blade / emery paper / wire brush, painting brush, all consumables etc. complete.</td>
<td>500</td>
<td>Sqm</td>
</tr>
</tbody>
</table>
5. **Cleaning of Fire Water Tanks as per location procedure. The scope of work is:**
   a. Open the manhole covers.
   b. Removal of complete slush, rubbish, dirt, muck etc. from the tank and thoroughly cleaning with water.
   c. Closing the manholes and keep the tank ready for commissioning.

<p>| | |</p>
<table>
<thead>
<tr>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>5.</td>
<td>Cleaning of Fire Water Tanks as per location procedure. The scope of work is:</td>
</tr>
<tr>
<td>a)</td>
<td>Open the manhole covers.</td>
</tr>
<tr>
<td>b)</td>
<td>Removal of complete slush, rubbish, dirt, muck etc. from the tank and thoroughly cleaning with water.</td>
</tr>
<tr>
<td>c)</td>
<td>Closing the manholes and keep the tank ready for commissioning.</td>
</tr>
<tr>
<td>8</td>
<td>Each</td>
</tr>
</tbody>
</table>

6. **Measurement of Earth Resistance of Earth Pits for Naphtha Tanks, Electrical Systems, High Mast Towers, Railway Siding etc.**

   The rate should be inclusive of all labour charges, replacement of bolts/washers of the connecting strip Hire charges for equipments like Earth Tester/Spikes, writing with paint the readings/date on the cover of each pit etc.

   Readings should be taken individually for each earth pit and also for grid connected condition for each system. The Report of resistance readings should be signed by a Licensed Electrician.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>4x65=260</td>
<td>Pit</td>
</tr>
</tbody>
</table>

7. **Rectification of leakage of 25 mm dia. air line, expansion line etc. of Naphtha Tanks at Cheppad & Kayamkulam (NTPC main plant area) upto 3 m from ground level and wherever scaffolding is not required by cutting / replacing a portion of the pipeline with new pipe. The replacement of pipe should be by fixing MS coupling, MS flanges or any other suitable method, which is convenient at the site as directed by Engineer-in-Charge.**

   The scope of work is as follows:

   a) Fabrication (including cutting, bending, etc.) and replacement of 25 mm dia. MS pipe.
   b) Fixing (by welding) of 12 mm size socket for connecting quartzoid bulb (if required).
   c) Fixing of 25 mm size screwed flanges with bolts/nuts and gaskets.
   d) Fixing of 25 mm MS coupling.
   e) Painting with 2 coats of metallic primer and 2 coats of finish paint (enamel) – supply of paint is by the Contractor.

   The work is inclusive of all charges towards cutting the pipe of the Tank (at site), making threads on both sides in-situ, making threads on both ends of new pipe, all labour, consumables and fabrication, etc. as directed at site by Engineer-in-Charge.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>7.</td>
<td>Rectification of leakage of 25 mm dia. air line, expansion line etc. of Naphtha Tanks at Cheppad &amp; Kayamkulam (NTPC main plant area) upto 3 m from ground level and wherever scaffolding is not required by cutting / replacing a portion of the pipeline with new pipe. The replacement of pipe should be by fixing MS coupling, MS flanges or any other suitable method, which is convenient at the site as directed by Engineer-in-Charge.</td>
</tr>
<tr>
<td>1000</td>
<td>M</td>
</tr>
</tbody>
</table>
The scope of work is as follows:

f) Fabrication (including cutting, bending, etc.) and replacement of 25 mm dia. MS pipe.
g) Fixing (by welding) of 12 mm size socket for connecting quartzoid bulb (if required).
h) Fixing of 25 mm size screwed flanges with bolts/nuts and gaskets.
i) Fixing of 25 mm MS coupling.
j) Painting with 2 coats of metallic primer and 2 coats of finish paint (enamel) – supply of paint is by the Contractor.

The work is inclusive of all charges towards cutting the pipe of the Tank (at site), making threads on both sides in-situ, making threads on both ends of new pipe, all labour, consumables and fabrication, etc. as directed at site by Engineer-in-Charge.

Pipes, nozzles, flanges, bolts/nuts, coupling and gaskets shall be supplied by NTPC/BPCL as free issue material. Contractor should collect the same from the stores of NTPC/BPCL and transport to the work site and keep the old pipes at the scrap yard after the works at his own cost.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>8.</td>
<td>Same as item No. 7 above, but for rectification of leakage of 25 mm dia. air line, expansion line etc. of Naphtha Tanks at a height of above 3 m from ground level and wherever scaffolding is required.</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Metallic scaffolding shall be issued from the Stores of NTPC, Kayamkulam (Main plant area) for the work at a height of above 3 m from ground level. Contractor should collect the same from the stores, transport the same to the work site and back to stores after the works, stack the same etc. as directed at his own cost.</td>
</tr>
<tr>
<td></td>
<td>1000 M</td>
</tr>
</tbody>
</table>

| 9. | Clearing Grass, Bushes, Weed Vegetation etc. manually by uprooting the same using hand tools including disposal of the same at identified low lying open areas as per the direction of Engineer-in-Charge: |
|   |   |
|   | ..... Inside dyke area, under pipelines, and other places (outside dyke area) at Cheppad & Kayamkulam (NTPC main plant area) as directed. |
|   | 100000 Sqm |
10. Replacement of fire water pipelines of the following sizes at Cheppad & Kayamkulam (NTPC main plant area) upto 3 m from ground level and wherever scaffolding is not required by cutting / replacing a portion of the pipeline with new pipe.

<table>
<thead>
<tr>
<th>Size:</th>
<th>50 mm NB</th>
<th>100 mm NB</th>
<th>150 mm NB</th>
<th>200 mm NB</th>
<th>300 mm NB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Length:</td>
<td>90 m</td>
<td>90 m</td>
<td>300 m</td>
<td>200 m</td>
<td>60 m</td>
</tr>
</tbody>
</table>

The replacement of pipe should be by welding, fixing MS flanges or any other suitable method, which is convenient at the site as directed by Engineer-in-charge.

The work is inclusive of,

a) all charges towards cutting the old pipe (at site), making bevels on both sides in-situ, making bevels on both ends of new pipe, all labour, consumables and fabrication, etc. as directed at site by Engineer-in-Charge.

b) Painting with 2 coats of metallic primer and 2 coats of finish paint– supply of paint is by BPCL/NTPC. Pipes, flanges, bolts/nuts, paints and gaskets shall be supplied by BPCL/NTPC as free issue material. Contractor should collect the same from the stores of BPCL/NTPC and transport to the work site and keep the old pipes at the scrap yard after the works at his own cost.

11. Same as item No. 10 above, but for replacement of fire water pipelines at a height of above 3 m from ground level and wherever scaffolding is required.

<table>
<thead>
<tr>
<th>Size:</th>
<th>50 mm NB</th>
<th>100 mm NB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Length:</td>
<td>90 m</td>
<td>200 m</td>
</tr>
</tbody>
</table>

Metallic scaffolding shall be issued from the Stores of NTPC, Kayamkulam (Main plant area) for the work at a height of above 3 m from ground level. Contractor should collect the same from the stores, transport the same to the work site and back to stores after the works, stack the same etc. as directed at his own cost.

12. Charges for external examination, testing & certification of the Pressure vessels, Lifting tools/Cranes/Hoists (the list is enclosed) as per scope of work, Terms and conditions, and as per the direction of Engineer-in-charge.

<table>
<thead>
<tr>
<th>Charges</th>
<th>4x26</th>
<th>=104</th>
<th>Each</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Description</td>
<td>Quantity</td>
<td>Rate</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>----------</td>
<td>------</td>
</tr>
<tr>
<td>13</td>
<td>Servicing, Testing, set pressure calibration and carrying out minor repairs (if required) of Safety Relief Valves of various sizes fitted on naphtha/fire water pipelines at Cheppad &amp; Kayamkulam. The list of safety relief valves and scope of work is enclosed. (once in a year for 35 nos.)</td>
<td>2x35</td>
<td>Each</td>
</tr>
<tr>
<td>14</td>
<td>Servicing, Calibration &amp; Documentation of Pressure gauges, Pressure switches, Temperature gauges, etc. of all range installed at BPCL, Cheppad &amp; Kayamkulam for quality / safety audits. The list of safety relief valves and scope of work is enclosed. (once in a year for 311 nos.)</td>
<td>2x311</td>
<td>Each</td>
</tr>
<tr>
<td>15</td>
<td>Calibration of naphtha tanks (Vertical, Above ground) at Cheppad, computation of capacity of the tanks as per BIS 2007/2008 amended up-to-date and obtaining all necessary approval / clearance from the Authorities of Legal Metrology Department, Government of Kerala. The details of each tank are: - Material of construction: Mild Steel - <strong>Height</strong>: 15 metres - Diameter: 22 metres - Maximum Capacity: 5,000 KL The fee to Legal Metrology Dept. shall be paid by BPCL/NTPC. The Scope, specifications &amp; details of the tank calibration is enclosed.</td>
<td>2</td>
<td>Each</td>
</tr>
<tr>
<td>16</td>
<td>Calibration of naphtha tanks (Vertical, Above ground) at Kayamkulam, computation of capacity of the tanks as per BIS 2007/2008 amended up-to-date and obtaining all necessary approval / clearance from the Authorities of Legal Metrology Department, Government of Kerala. The details of each tank are: - Material of construction: Mild Steel - <strong>Height</strong>: 15 metres - Diameter: 32 metres - Maximum Capacity: 10,000 KL The fee to Legal Metrology Dept. shall be paid by BPCL/NTPC. The Scope, specifications &amp; details of the tank calibration is enclosed.</td>
<td>4</td>
<td>Each</td>
</tr>
</tbody>
</table>
Notes, Special Instructions / Conditions:

Refer “Special Conditions of Contract” in Annexure 1 from Page 41.

4.19 DUPLICATION OF CLAUSE:

Whenever there is duplication of clause either in the terms and conditions or in the Agreement, the clause which is beneficial to BPCL, will be considered applicable at the time of any dispute.

4.20 MISCELLANEOUS:

1) No unsolicited correspondence/ queries will be entertained while the award of the contract is under review/ consideration. BPCL regrets their inability to answer individual queries.

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

3) Online submission of tender document is a confirmation that the tenderers have fully read and understood the terms and conditions of this tender and have accepted the same in total.

4) BPCL reserves the right to reject any or all the tenders without assigning any reasons whatsoever. Also BPCL reserves the absolute right to reject any or all the bids/tenders solely based upon the past unsatisfactory performance by the bidder/bidders in BPCL, the opinion/decision of BPCL regarding the same being final and conclusive.

5) BPCL reserves the right to withdraw or cancel this tender in full or in part at its sole discretion and without assigning any reason whatsoever at any time during the tender process.


7) In the event of discrepancy in tender conditions as stated in this tender document and the on-line forms, the version of this tender document shall hold good.
5.0 GUIDELINES FOR TENDERERS

5.1 GENERAL:

1) This tender is for Operations & Maintenance of Fuel handling facilities of BPCL / NTPC at Cheppad & Kayamkulam (NTPC Plant area) and miscellaneous jobs as per scope of work.

2) Tenderers shall log on to the e-procurement website https://bpcleproc.in and register themselves.

3) The tenderer should download the tender document from e-procurement system on https://bpcleproc.in and after carefully reading the same should be uploaded under his /her login ID, as token of acceptance of all terms & conditions therein.

4) 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.

5) For any further clarification, please contact Senior Manager (I&C), Cheppad at the address given above.

For tender condition clarification and e-bidding process, a pre-bid meeting shall be conducted on 08.12.2015 at 2:30 pm at: Bharat Petroleum Corporation Ltd., I&C Territory, Cheppad Depot, Cheppad P O, Alappuzha District, Kerala – 690 507. All eligible tenderers are invited to attend the pre-bid meeting.

6) Copies of all the documents listed in the tender are to be enclosed along with Tender Form duly self-attested / Notarised by the proprietor or director/partner of the firm. The original of these documents shall have to be produced for verification before the award of contract.

7) This tender is in 2-bid system, comprising of Technical Bid (unpriced) and Price Bid.

8) The tender document shall be obtained / applied by the party in its own name as the tender document is not transferable.

9) The tender should be strictly in line with the terms and conditions. Any tender not conforming to the terms and conditions prescribed in the tender documents shall be summarily rejected.

10) Counter terms and conditions from the tenderer shall not be accepted. Bids with such counter terms & conditions shall be rejected.

11) All documents submitted in physical form should be initialed on each page and signed with seal on the last page. Also, all corrections should be initialed. Overwriting on any tender document shall not be accepted.

12) Tender terms and conditions mentioned in the tender should be carefully studied. The online submission of tender by the tenderer under their Login ID is considered as a token of acceptance of the terms and conditions therein. Tenderer should retain a copy of tender document submitted online for his/her reference / record purpose.
5.2 TECHNICAL BID:

Submission of Technical Bid: Details of documents to be submitted on-line and in physical form are as under:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>Submission Online Only</th>
<th>Submission of Physical Document Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tender Document along with Annexure 1 and 2 under tenderer Login ID through e-procurement system on <a href="https://bpcleproc.in">https://bpcleproc.in</a></td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Annexure-1: Contract Agreement</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Annexure-2: Integrity Pact</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>2</td>
<td>Particulars of Tenderer/Bidder as per Attachment-1</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>3</td>
<td>Tenderer's Covering Letter as per Attachment-2</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>4</td>
<td>Details of relationship with BPCL Directors as per Attachment-3</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>5</td>
<td>Bank Guarantee format as per Attachment-4</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>6</td>
<td>Self attested copy of the Income Tax Returns for the last three financial years.</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>7</td>
<td>Self attested copy of preceding three years' audited annual report</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>8</td>
<td>Self Attested copies of Firm / Company Registration Certificate.</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>9</td>
<td>Self Attested copies of Partnership Deed or Certificate of Incorporation</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>10</td>
<td>Self Attested copies of work order(s)/contract(s)/agreement(s) and work completion certificates for similar job experience in operation and maintenance activities at Petroleum Installations/depots</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>11</td>
<td>Self Attested copies of PAN, PF, ESIC, Service Tax Regn. certificates</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>12</td>
<td>Solvency certificate from Bankers for value of Rs.30 lakhs</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>13</td>
<td>Tender Fee in the form of Demand Draft for Rs. 1,145/- (incl. Service tax) as per tender Para 2.1 point no. 4.</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>14</td>
<td>EMD of Rs. 1,00,000/- by way of Demand Draft as per tender Para 4.5</td>
<td></td>
<td>✓</td>
</tr>
</tbody>
</table>
5.3 PRICE BID:

1) Tenderer shall submit price bids **online** only by e-bidding through e-procurement system on https://bpcleproc.in under their login ID only.

2) Online Price Bid should be quoted for the category as given below:

**TENDER SCHEDULE - I**

**OPERATIONS & MAINTENANCE OF FUEL HANDLING FACILITIES OF BPCL/NTPC AT CHEPPAD AND KAYAMKULAM**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Brief Description of Work</th>
<th>Qty.</th>
<th>Unit</th>
<th>Rate (Rs)</th>
<th>Amount (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Unloading (decanting) of Naphtha from Rakes (BTPN &amp; Conventional type) of Railway tank wagons at Cheppad as per the Scope of work enclosed herewith.</td>
<td>300</td>
<td>Rake</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Operation of Naphtha handling facilities at Cheppad as per the scope of work.</td>
<td>24</td>
<td>Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Maintenance of Naphtha handling facilities at Cheppad as per the scope of work.</td>
<td>24</td>
<td>Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Operation of Naphtha handling facilities at Kayamkulam as per the scope of work.</td>
<td>24</td>
<td>Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Maintenance of Naphtha handling facilities at Kayamkulam as per scope of work.</td>
<td>24</td>
<td>Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>House keeping of Naphtha handling facilities at Cheppad &amp; Kayamkulam as per the scope of work.</td>
<td>24</td>
<td>Month</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Sub Total:  

Service Tax @14.50%:  

Total:  

CPD/TEND/07/2015-16
## MISCELLANEOUS WORKS

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty.</th>
<th>Unit</th>
<th>Rate (Rs)</th>
<th>Amt. (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Arresting of pin-hole leakage in fire water pipe lines outside tank farm area by spot/flat welding or any other suitable method as directed at site inclusive of paint touch up on repair.</td>
<td>25</td>
<td>each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Labour charges for miscellaneous works viz. Grass cutting, Trimming of trees, drain cleaning etc. Contractor should take care of all statutory requirements of such labour employed by him.</td>
<td>600</td>
<td>Man-day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Fabrication of Structurals viz. MS plate, Flat, Angle, Bolts, Nuts etc. and also inclusive of all charges towards labour, consumables, painting (2 coat primer and 2 coat finish paint), etc. Structural materials and Paint shall be supplied by NTPC/BPCL as free issue material.</td>
<td>3000</td>
<td>Kg</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Charges for painting pipe lines (diameter ranging from 25 mm to 600 mm), Buffer Air Chambers, Naphtha Tanks (including shell outside above walkway, where scaffolding is not required), structurals, angle posts of chain link fencing, electrical panels, plane surfaces etc. with two coats of primer (enamel or epoxy) and two coats of finish paint (enamel or epoxy) including cleaning, wire brushing etc. as directed by the Engineer-in-charge. The rate is exclusive of cost of primer and finish paint, which will be supplied from the Stores of NTPC as free issue material. Contractor should collect the same from the stores and transport to the work site and return the empty drums to the store after painting at his own cost. The rate should be inclusive of cost of scraping blade / emery paper / wire brush, painting brush, all consumables etc. complete.</td>
<td>500</td>
<td>Sqm</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
5. **Cleaning of Fire Water Tanks as per location procedure.** The scope of work is:
   
   a). Open the manhole covers.
   
   b). Removal of complete slush, rubbish, dirt, muck etc. from the tank and thoroughly cleaning with water.
   
   c). Closing the manholes and keep the tank ready for commissioning.

6. **Measurement of Earth Resistance of Earth Pits for Naphtha Tanks, Electrical Systems, High Mast Towers, Railway Siding etc.**

   The rate should be inclusive of all labour charges, replacement of bolts/washers of the connecting strip Hire charges for equipments like Earth Tester/Spikes, writing with paint the readings/date on the cover of each pit etc.

   Readings should be taken individually for each earth pit and also for grid connected condition for each system.

   The Report of resistance readings should be signed by a Licensed Electrician.

<p>| | | |</p>
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>6.</td>
<td>Measurement of Earth Resistance of Earth Pits for Naphtha Tanks, Electrical Systems, High Mast Towers, Railway Siding etc.</td>
<td>4x65=260</td>
</tr>
<tr>
<td></td>
<td>The rate should be inclusive of all labour charges, replacement of bolts/washers of the connecting strip Hire charges for equipments like Earth Tester/Spikes, writing with paint the readings/date on the cover of each pit etc.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Readings should be taken individually for each earth pit and also for grid connected condition for each system.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The Report of resistance readings should be signed by a Licensed Electrician.</td>
<td></td>
</tr>
</tbody>
</table>

7. **Rectification of leakage of 25 mm dia. air line, expansion line etc. of Naphtha Tanks at Cheppad & Kayamkulam (NTPC main plant area) upto 3 m from ground level and wherever scaffolding is not required by cutting / replacing a portion of the pipeline with new pipe.** The replacement of pipe should be by fixing MS coupling, MS flanges or any other suitable method, which is convenient at the site as directed by Engineer-in-charge.

   The scope of work is as follows:

   a) Fabrication (including cutting, bending, etc.) and replacement of 25 mm dia. MS pipe.
   
   b) Fixing (by welding) of 12 mm size socket for connecting quartzoid bulb (if required).
   
   b) Fixing of 25 mm size screwed flanges with bolts/nuts and gaskets.
   
   c) Fixing of 25 mm MS coupling.
   
   d) Painting with 2 coats of metallic primer and 2 coats of finish paint (enamel) – supply of paint is by the Contractor.

   The work is inclusive of all charges towards

<p>| | | |</p>
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</thead>
<tbody>
<tr>
<td>7.</td>
<td>Rectification of leakage of 25 mm dia. air line, expansion line etc. of Naphtha Tanks at Cheppad &amp; Kayamkulam (NTPC main plant area) upto 3 m from ground level and wherever scaffolding is not required by cutting / replacing a portion of the pipeline with new pipe.</td>
<td>1000</td>
</tr>
<tr>
<td></td>
<td>The replacement of pipe should be by fixing MS coupling, MS flanges or any other suitable method, which is convenient at the site as directed by Engineer-in-charge.</td>
<td>M</td>
</tr>
<tr>
<td></td>
<td>The scope of work is as follows:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Fabrication (including cutting, bending, etc.) and replacement of 25 mm dia. MS pipe.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Fixing (by welding) of 12 mm size socket for connecting quartzoid bulb (if required).</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Fixing of 25 mm size screwed flanges with bolts/nuts and gaskets.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) Fixing of 25 mm MS coupling.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>d) Painting with 2 coats of metallic primer and 2 coats of finish paint (enamel) – supply of paint is by the Contractor.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The work is inclusive of all charges towards</td>
<td></td>
</tr>
</tbody>
</table>
cutting the pipe of the Tank (at site), making threads on both sides in-situ, making threads on both ends of new pipe, all labour, consumables and fabrication, etc. as directed at site by Engineer-in-Charge.

Pipes, nozzles, flanges, bolts/nuts, coupling and gaskets shall be supplied by NTPC/BPCL as free issue material. Contractor should collect the same from the stores of NTPC/BPCL and transport to the work site and keep the old pipes at the scrap yard after the works at his own cost.

| 8. | Same as item No. 7 above, but for rectification of leakage of 25 mm dia. air line, expansion line etc. of Naphtha Tanks at a height of above 3 m from ground level and wherever scaffolding is required. | 1000 M |
| 9. | Clearing Grass, Bushes, Weed Vegetation etc. manually by uprooting the same using hand tools including disposal of the same at identified low lying open areas as per the direction of Engineer-in-Charge: | 100000 Sqm |

….. Inside dyke area, under pipelines, and other places (outside dyke area) at Cheppad & Kayamkulam (NTPC main plant area) as directed.
10. Replacement of fire water pipelines of the following sizes at Cheppad & Kayamkulam (NTPC main plant area) upto 3 m from ground level and wherever scaffolding is not required by cutting / replacing a portion of the pipeline with new pipe.

<table>
<thead>
<tr>
<th>Size:</th>
<th>50 mm NB</th>
<th>90 m</th>
</tr>
</thead>
<tbody>
<tr>
<td>Size:</td>
<td>100 mm NB</td>
<td>90 m</td>
</tr>
<tr>
<td>Size:</td>
<td>150 mm NB</td>
<td>300 m</td>
</tr>
<tr>
<td>Size:</td>
<td>200 mm NB</td>
<td>200 m</td>
</tr>
<tr>
<td>Size:</td>
<td>300 mm NB</td>
<td>60 m</td>
</tr>
</tbody>
</table>

The replacement of pipe should be by welding, fixing MS flanges or any other suitable method, which is convenient at the site as directed by Engineer-in-charge.

The work is inclusive of,

a) all charges towards cutting the old pipe (at site), making bevels on both sides in-situ, making bevels on both ends of new pipe, all labour, consumables and fabrication, etc. as directed at site by Engineer-in-Charge.

b) Painting with 2 coats of metallic primer and 2 coats of finish paint– supply of paint is by BPCL/NTPC.

Pipes, flanges, bolts/nuts, paints and gaskets shall be supplied by BPCL/NTPC as free issue material. Contractor should collect the same from the stores of BPCL/NTPC and transport to the work site and keep the old pipes at the scrap yard after the works at his own cost.
11. Same as item No. 10 above, but for replacement of fire water pipelines at a height of above 3 m from ground level and wherever scaffolding is required.

| Size: 50 mm NB | 90 m |
| Size: 100 mm NB | 200 m |

Metallic scaffolding shall be issued from the Stores of NTPC, Kayamkulam (Main plant area) for the work at a height of above 3 m from ground level. Contractor should collect the same from the stores, transport the same to the work site and back to stores after the works, stack the same etc. as directed at his own cost.

12. Charges for external examination, testing & certification of the Pressure vessels, Lifting tools/Cranes/Hoists (the list is enclosed) as per scope of work, Terms and conditions, and as per the direction of Engineer-in-charge.

| 4x26 | 104 each |

13. Servicing, Testing, set pressure calibration and carrying out minor repairs (if required) of Safety Relief Valves of various sizes fitted on naphtha/fire water pipelines at Cheppad & Kayamkulam. The list of safety relief valves and scope of work is enclosed. (once in a year for 35 nos.)

| 2x35 | 70 each |

14. Servicing, Calibration & Documentation of Pressure gauges, Pressure switches, Temperature gauges, etc. of all range installed at BPCL, Cheppad & Kayamkulam for quality / safety audits. The list of safety relief valves and scope of work is enclosed. (once in a year for 311 nos.)

| 2x311 | 622 each |
15. Calibration of naphtha tanks (Vertical, Above ground) at Cheppad, computation of capacity of the tanks as per BIS 2007/2008 amended up-to-date and obtaining all necessary approval / clearance from the Authorities of Legal Metrology Department, Government of Kerala.

The details of each tank are:
- Material of construction : Mild Steel
- **Height** : 15 metres
- Diameter : 22 metres
- Maximum Capacity : 5,000 KL

The fee to Legal Metrology Dept. shall be paid by BPCL/NTPC. The Scope, specifications & details of the tank calibration is enclosed.

<p>| | |</p>
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</thead>
<tbody>
<tr>
<td>2</td>
<td>each</td>
</tr>
</tbody>
</table>

16. Calibration of naphtha tanks (Vertical, Above ground) at Kayamkulam, computation of capacity of the tanks as per BIS 2007/2008 amended up-to-date and obtaining all necessary approval / clearance from the Authorities of Legal Metrology Department, Government of Kerala.

The details of each tank are:
- Material of construction : Mild Steel
- **Height** : 15 metres
- Diameter : 32 metres
- Maximum Capacity : 10,000 KL

The fee to Legal Metrology Dept. shall be paid by BPCL/NTPC. The Scope, specifications & details of the tank calibration is enclosed.

<p>| | |</p>
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<tbody>
<tr>
<td>4</td>
<td>each</td>
</tr>
</tbody>
</table>

17. Pressure testing of Cross Country pipeline and unloading header as per scope of work (once in a year)

<p>| | |</p>
<table>
<thead>
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<tbody>
<tr>
<td>2</td>
<td>Ls</td>
</tr>
</tbody>
</table>

Sub Total:
Service Tax @14.50%: 
Total: 

a) Service tax is payable extra on all charges as indicated. Currently, these charges are applicable @ 14.50%. Statutory deductions (viz. TDS) shall be made from monthly payments.

b) The estimated quantity given in the tender are only indicative and are subject to change depending upon business potential / operational / seasonality factors in the oil/power industry.

******************************************************************************

CPD/TEND/07/2015-16
COD SERVICES AGREEMENT

THIS COD SERVICES AGREEMENT (hereinafter referred to as the “AGREEMENT”) is made at KOCHI this _____ day of __________________, 2016 BETWEEN M/s. Bharat Petroleum Corporation Ltd., an Indian company having its registered office at 4&6 Currimbhoy Road, Ballard Estate, Mumbai – 400 001 (India) (hereinafter referred to as “Principal” which expression shall mean and include its successors and permitted assigns) collectively referred to as “PARTIES” or singularly referred to as ‘PARTY’ as the context requires.

AND

______________________________________ (Name of the Service Provider), an Indian company incorporated under the Companies Act, 1956, and having its registered office at ____________________________________________ (hereinafter referred to as ‘the Service Provider’ which expression shall mean and include its successors and permitted assigns);

WHEREAS IT IS AGREED:

1. The Contractor shall carry out Operation and Maintenance of Fuel Handling Facilities at BPCL/NTPC, Cheppad & Kayamkulam for the Company on the terms and conditions herein contained and according to the General/Special Conditions of Tender (No. CPD/TEND/07/2015-16), Schedule-I, Schedule-II, Specifications, Scope of Work, Schedule of rates, and instructions to be given by and to the entire satisfaction of the Company’s authorized representatives at Cheppad and shall, by way of Security Deposit for the due fulfillment of his obligations hereunder, lodge with the Corporation a Security Deposit of ` ___________ by way of bank Guarantee drawn on any Nationalised Bank, (with validity upto __________) to the Company’s satisfaction.

GENERAL:

1. The Company (Bharat Petroleum Corporation Limited) is operating/maintaining a Naphtha Depot at Cheppad and tankage at Kayamkulam (within NTPC’s premises) at a distance of about 5.5 km from Cheppad, which are the Fuel Handling Facilities for Rajiv Gandhi Combined Cycle Power Project, NTPC Limited, Kayamkulam. The Contractor is required to carry out the operation & maintenance of the above Fuel Handling Facilities at Cheppad & Kayamkulam. Total operation of facilities include receipt of the product at Cheppad by tank wagons, unloading the tank wagons, safe storage and transferring the product by pipeline from Cheppad tanks to NTPC, Kayamkulam site, assist NTPC in receipt and unloading of HSD tank lorries consigned Ex. BPCL, Irimpanam Installation,
preventive maintenance of all equipments as per procedure laid by NTPC/BPCL, minor repair works, MCC and any other associated jobs assigned by NTPC /BPCL for handling the product (Naphtha) including house keeping, etc.

2. The Contractor will operate and maintain all the above facilities in a good working order at any given point of time to ensure uninterrupted handling of Naphtha round the clock.

RATES:
3. The rates quoted shall be firm till the entire works are completed in all respects. No escalation in rates will be allowed till all the works are completed.

SECURITY DEPOSIT:
4. The Contractor will be required to provide a Bank Guarantee drawn on any Nationalized bank, valid for the period of the contract plus 6 months (i.e., upto _______), in the Corporation’s format for _______ within 10 days from the date of this Agreement towards Security Deposit for the fulfillment of the undertakings and obligations towards the Corporation. The Corporation reserves the right to revise the amount of Bank Guarantee and the Contractor will be required to furnish the Bank Guarantee for the revised amount.

PERIOD OF CONTRACT:
5. (a) The contract would be valid for a period of TWO YEARS from ____________ to ____________.

(b) Extension of Contract: The above contract shall be extended for a further period of ONE YEAR based on performance of the Contractor and requirement of NTPC / BPCL on the same terms and conditions, on the concurrence of both the parties.

6. During the period of the contract, the Company reserves the right to terminate the same by giving one month’s notice, in writing, on its behalf.

EXECUTION OF WORKS:
7. The responsibility for the safety, security and accounting of the materials and equipment brought or installed by the Contractor or handed over to him by the company for completion of the work will remain with him till the acceptance of the work by the company. Any damage caused to the materials / equipment during the execution of work will be made good by the Contractor at his cost. The company may require the Contractor to have a guarantee / indemnify bond executed for the value of materials supplied to him free of cost, as per terms of the agreement.

8. Quantities shown in the Schedules are approximate, which may vary (upward or downward) and payment shall be made as per actual measurements.

9. The Company reserves the right to increase or decrease the tendered quantity or revise specifications at any stage of work. The Contractor’s claim for compensation or damage on account of these shall not be entertained. Such deviations will be adjusted at the rates contained in the Agreement or at prevailing market rates (if the rates are not available in the agreement), by issuing variation order(s). In case it becomes necessary for the Company to temporarily suspend or postpone the work, partly, or fully due to
unforeseen circumstances, the Company shall not be liable for any compensation on account of resultant delays.

10. The entire work will be carried out under the supervision of the authorised representative of the Company, but this will not detract Contractor full responsibility for quality/period of execution of work.

11. Detailed measurements of works carried out shall be taken jointly by the Contractor and our Engineer-in-charge at every stage of work, before proceeding to the next stage. All works shall be measured as per the procedure laid down and payments will be as per measured quantities and not as per Tender Schedule quantities.

12. The Contractor should ensure the safety of adjoining property and shall make good any loss to product / property resulting from his negligence.

HOT WORK:

13. When working in Company’s installation or Depot, the Contractor shall not carry out any work involving the use of fire, or which produces heat (such as welding), without obtaining clearance from the Corporation’s authorised representative, in writing. Such work may then be undertaken only at places and under conditions stipulated by such representative.

14. The Contractor shall ensure that all the work done by him in the Company’s installation/Depot will be in accordance with the laid down safety procedures and systems. It will be his responsibility to ensure that the supervisor provided by him is fully aware of and understand the laid down safety procedures and system.

15. Since the work is required to be carried out in a working Depot, the progress of work is likely to be interrupted on account of operations in the Depot. Stoppage of work under such circumstances shall not entitle the Contractor to claim any compensation for idling of labour, machinery etc. during such interruptions.

16. The Contractor and his men shall abide by all security / safety rules, regulations in force at location and the laws, bye laws and statutes of Government, semi-Government and other local authorities such as requirements/liability under enactments like the workmen’s Compensation Act, Contract Labour Act etc. and the Company shall stand indemnified against any claims on these scores. The Contractor and his men shall strictly abide by “No Smoking” and other Petroleum Regulations on the premises.

17. The Contractor shall ensure use of protective clothings (like, cotton boiler suits for siding staff, cotton uniform for other staffs), safety shoes, Helmets, face masks, ear muffes, etc. wherever required, for workers employed by them. Protective clothings should be made of 100% cotton material. The personal protective equipments (PPEs) provided to workers should have certification by BIS [Rule 81J, Kerala Factories (Amendment) Rules, 2001]. The contractor should also provide photo Identity Cards to the contract staffs employed by him for obtaining access to Cheppad Depot.

18. Contractor will be responsible to provide all statutory benefits to the employees appointed by them and in case the Corporation is liable to make payment of any such statutory benefits to the employees of the Contractor as the principal employer, the Contractor will be liable to indemnify the damage and loss suffered by the Corporation.
to that extent and corporation shall have liberty, without referring to the Contractor to
deduct such sum as may be suffered as loss or damage due to the aforesaid reason out
of the pending bills of the Contractor lying with the Corporation.

19. The Contractor shall arrange one supervisor to be present at Cheppad site in general
shift to co-ordinate the activities of Cheppad site.

20. The Contractor shall also arrange one supervisor to be present at Kayamkulam site in
general shift on all days to co-ordinate the activities of Kayamkulam site.

21. Apart from the supervisor, one contractor representative each should be available in
both locations to monitor and control the routine activities. Minimum one of these
representative should be residing within 5km radius of Cheppad Depot. On holidays and
Sundays, one contract representative should be available at Cheppad Depot in General
shift for coordinating activities at both Cheppad and Kayamkulam.

22. The Supervisor should be preferably a diploma (3 year course) holder, who is having
enough experience and is capable of managing the activities effectively to the
satisfaction of BPCL & NTPC.

PAYMENT:

22. Payment shall be made on a monthly basis on completion of the work to the satisfac-
tion of the company’s authorised representative. All measurement sheets, Completion
certificates for all Preventive maintenance works, House keeping works, etc. certified by
company’s authorised representative should be attached with the monthly Bill. The
payment shall be released from BPCL, Kochi.

The proof of payment against EPF, ESI, Insurance, Labour Welfare Fund, Professional
Tax, any other payments as per law should be submitted alongwith the Bill.

23. Along with the final bill, the Contractor has to submit ‘No claim Certificate’ and ‘an
Affidavit for EPF & ESI compliances as per the format of BPCL/NTPC,

24. All payments shall be subject to deduction of Income tax, Work Contract Tax, etc. as
may be applicable from time to time.

25. Service Tax shall be paid alongwith the monthly bill, as applicable. The proof of payment
of the same to Service Tax Authorities should be submitted to BPCL within 15 days from
the date of release of payment against the monthly bill.

26. The Contractor and his men will abide by all Security/Safety Rules/Regulations in force
at the location and the laws, bye-laws, and statutes of Government and other local
authorities such as requirements/liabilities under enactments like the Workmen’s
Compensation Act, Contract Labour Act, Factories Act etc. and any other Act/laws for
the time being in force which are applicable to such locations and the Corporation shall
stand indemnified against any claims on these scores. The Contractor shall ensure that
provisions of applicable laws/Acts are strictly adhered to as per the requirement of the
Enforcing Agency/Corporation and any lapse on the part of the Contractor in adherence
to such Acts/laws shall be viewed seriously and for the consequences thereof,
whatsoever, the Contractor shall be solely responsible.
27. As per Section 41C of Factories Act 1948, the Contractor is required to carry out the yearly Medical Examination of the staff deployed by him to the satisfaction of Inspector of Factories & Boilers and records are maintained for scrutiny, whenever required.

28. The Contractor shall ensure that adequate number of personnel trained in First Aid from a recognized Training Centre like St. Johns Ambulance are deployed, and at least one trained person in First Aid is available in each shift.

29. The Contractor and his men shall strictly abide by the “NO SMOKING” and other petroleum regulations on the licensed premises. Should any injury resulting in death or not or damage to any property occur as a result of smoking or matches or lighters being carried in violation of this clause, the Contractor shall be held responsible for the consequences thereof.

30. The Contractor shall ensure that all safety practices are followed by the workmen engaged by him. The Contractor shall provide necessary safety equipments, as appropriate, to the workmen employed.

31. The Contractor should have Safety supervisors with a certificate in Safety who will carry out the periodic maintenance of all Safety / Fire fighting equipments, updation of safety records, all safety related activities at Cheppad & Kayamkulam. He will also ensure all health and safety guidelines of NTPC/BPCL during major works like de-commissioning of naphtha tank, painting etc. awarded by BPCL/NTPC to other Contractors.

INSPECTION OF SITE:

32. The Contractor inspected the site before submitting his tender and satisfied himself as to the nature of the work to be executed on the site. Any difficulties which the Contractor may come across in the course of the work, shall neither in any way relieve him from fulfilling the terms of the contract nor entitle him to claim or receive extra payment, unless the Company’s authorised representative is of the opinion/ convinced that such difficulties could not have been foreseen.

33. If the performance of the Contractor is found to be unsatisfactory or any denial or non execution of the works as per the scope of work, the Company reserves the rights to cancel in part or the whole of the contract and get the work executed through alternative means at the entire risk and cost of the Contractor.

34. In the event of the Contractor failing to perform the jobs as per the terms of the contract, the Company shall have the right to employ any other agency to carry out the jobs, at the risk and cost of the Contractor.

SUBSTITUTION OF CONTRACTOR:

35. If the Company finds it necessary to employ any other person(s) in terms of Clause 50 & 51 above, then the Company may deduct and retain from out of the sums due to the Contractor all such sums of money as may be required to pay or to reimburse themselves in respect of the expenses which they may have to pay or have incurred in getting the work so done and if such expenses be more than the amount due to the Contractor, then the difference shall be a debt recoverable from the Contractor by the Corporation. The Contractor shall not do or cause to be done any act, manner or thing,
that would prevent the person(s) so employed by the Company from doing their work. On termination of the Contract, as aforesaid, the Contractor shall at his own risk and cost remove from the work–site within the time prescribed by the Company all materials, tools, equipments which the Company considers as not useful for its requirements.

36. The Corporation, in consideration of the Contractor carrying out the work, shall pay the Contractor at the rates quoted in the attached schedule, subject to deductions, retentions and abatements, if any, to be made therefrom.

SUBLETTING CONTRACT:

37. The Contractor shall not, without the prior written consent of the Corporation first and obtained, sublet or assign any part of the work.

WORKMEN’S COMPENSATION LIABILITY:

38. The Contractor, his heirs, executors and administrator (and in the case of a limited company, its successors and assigns) shall hold the Corporation harmless and indemnified from and against all claims, costs and charges for which the Corporation 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-Contractors, if any, and/or permitted assigns, arising out of or occasioned during the currency of the contract, through the acts, or omissions whether due to negligence or otherwise of the 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 Corporation 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 contract. 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 carrying out any of the provisions of the Agreement.

39. The Contractor will be responsible for and shall pay any compensation to the staff deployed by him payable under the Workmen’s Compensation Act 1923 and 1933 and the amendment thereof for the injuries caused to the workmen. The Contractor shall be responsible for the expenses for providing medical treatment to any employee who may suffer any bodily injury as a result of any accident. In every case, in which by virtue of the provisions of Section 12 Sub-section 1 of the Workmen’s Compensation act 1923, the Corporation is obliged to pay compensation to workmen employed by the Contractor in execution of the works, the Corporation will recover from the Contractor the amount of compensation so paid and without prejudice to the rights of the Corporation under Section 12 Sub-section 2 of the said Act, the Corporation shall be at liberty to recover such amount or any part thereof, by deducting from the Security Deposit or from any sum due from the Corporation to the Contractor whether under this contract or otherwise. The Corporation shall not be bound to contest any claim made against it under Section 12 sub-section (1) of the said Act, except on the written request from the Contractor and upon giving the Corporation full security for all costs for which the Corporation may become liable in consequence of such claims.

CPD/TEND/07/2015-16
LIABILITY UNDER EMPLOYEES STATE INSURANCE ACT:

40. 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 thereunder either as the principal employer or otherwise howsoever, the Corporation shall be entitled to recover from the Contractor such contribution which the Company may pay. The Contractor shall discharge his responsibilities under the Employee's State Insurance Act, 1948 as an immediate employer engaged or employed by him for the execution of work or as the next immediate employer in case he has sublet or assigned the contract or the instructions as provided hereinabove. The Contractor acknowledges the rights of the Corporation 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 Corporation under any contract or as a debt payable by him to the Corporation. In case of non-applicability of ESI coverage for any worker (due to the wage limit), the Contractor will comply with Workmens' Compensation Act.

The Contractor will be required to observe and comply with all provisions of Act, Rules and Regulations, which may be applicable from time to time, including those relating to ESI, and keep the Corporation indemnified and harmless against any claim or demand arising out of non-compliance of such Act, Rules & Regulations by him/her.

The Contractor shall be liable for all payments to his/their staff employed for the performance of carrying out the said work and in respect of all claims and liabilities of the Contractor’s business and the Corporation shall, in no event, be liable or responsible for any payment and the Contractor shall keep the Corporation indemnified against the same and from all proceedings in respect thereof.

The Contractor shall ensure the compliance of Provident Fund Scheme for the employees under him as required by law, as envisaged by the provisions of the Provident Funds Act (Act 19 of 1925) and all amendments thereto.

The Contractor shall observe and implement all the laws of the land and the rules framed thereunder and the Corporation shall, in no event, be liable or responsible for any default that will arise out of non-observance of such laws, rules on the part of the Contractor.

The Contractor shall be responsible for all matters relating to the workmen employed by him and shall be responsible to take corrective measures, as appropriate, for any situations, on matters arising out of Local Labour Unions.

STATUTORY REQUIREMENTS:

41. The Contractor shall conform to the provisions of the Acts of Parliament or State Legislatures 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 of 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 service are otherwise availed by the Contractor, in connection with all the works at the site or otherwise. The Corporation shall have the right to inspect the records maintained by the Contractor concerning such workmen from time to time and the Contractor shall, whenever required by the Corporation, produce such records as the Corporation may call upon the Contractor to produce for the Corporation’s inspection in order to ascertain whether or not the requirements 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, coming to light, whether as a result of such inspection or otherwise, the Corporation shall have the right or require the Contractor to effect such compliance within such time as the Corporation may prescribe on that behalf and in the event of the Contractor failing to without prejudice to his rights be entitled to withhold from the amount payable to the Contractor any amount payable to the workmen under any such laws, regulations, rules, and make payment thereof to the workmen. The Corporation shall also have, in that event, the right to terminate the contract with immediate effect and to exercise powers reserved to the Corporation under the contract as a result of termination.”

42. ARBITRATION:

a). Any dispute or difference of any nature whatsoever any claim, cross—claim, counter-claim or set off to the Corporation against the Contractor or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this agreement shall be referred to the sole arbitration of the Director (Marketing) of the Corporation or of some officer of the Corporation who may be nominated by the Director(Marketing). The Contractor will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an Officer of the Corporation or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the corporation he had expressed views on all or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Director (marketing) as aforesaid at the time of such transfer, vacation of office or inability to act may in the discretion of the Director(Marketing) designate another person to act as arbitrator in accordance with the items of the agreements to the end and intent that the original Arbitrator shall be entitled to continue the arbitration proceedings notwithstanding his transfer or vacation of office as an Officer of the Corporation if the Director (Marketing) does not designate another person to act as arbitrator on such transfer, vacation of office or inability of original arbitrator. Such persons shall be entitled to proceed with the reference from the point at which it was left by predecessor. It is also a term of this contract that no person other than the Director (Marketing) or a person nominated by such Director (Marketing) of the Corporation as aforesaid shall act as arbitrator hereunder. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made thereunder for the time being in force shall apply to the arbitration proceedings under this clause.
b). 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 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 Arbitration Act 1940 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.

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

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

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

f). The arbitrator shall be entitled to direct any one of the parties to pay the costs of the other party in such manner and to such extend 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 arbitrator's expenses whenever called upon to do so.

g). The parties hereby agree that the courts in the city of Mumbai alone shall have jurisdiction entertain any application or other proceedings in respects of anything arising under this agreement and any award or awards made by the Sole Arbitrator hereunder shall be filed in he concerned courts in the city of Mumbai only.

CLERICAL ERRORS TO BE RECTIFIED:

43. Neither party shall take any advantage of any clerical error 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 error or mistake shall be brought to the notice by the one to the other without any loss of time and same shall be rectified.

44. The parties to the Contract shall not be responsible for any failure of performance or delay in performance of their obligations hereunder if such failure or delay shall be a result of any Government directive relevant to the Agreement or due to war, hostility, act of public enemy, riots or civil commotion’s, strikes, lock-out, fire, floods, epidemic or acts of God, arrests and restraints of rulers and peoples, political or administrative acts of recognized or defector government, import or export restriction compliance with orders of any governmental/local authority or any other cause or causes beyond their control".
JURISDICTION:

45. The Courts in the city of Mumbai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under the Contract agreement and any award or awards made by the Sole Arbitrator hereunder shall be filed in the concerned Courts in the city of Mumbai only.

SPECIAL CONDITIONS OF CONTRACT

OPERATIONS & MAINTENANCE OF FUEL HANDLING FACILITIES OF BPCL/NTPC AT CHEPPAD AND KAYAMKULAM

1. The Company (Bharat Petroleum Corporation Limited) is operating/maintaining a Naphtha Depot at Cheppad and tank age at Kayamkulam (within NTSC’s premises) at a distance of about 5.50 km from Cheppad, which are the Fuel Handling Facilities for Rajiv Gandhi Combined Cycle Power Project, NTPC Limited, Kayamkulam. The Contractor is required to carry out the operation & maintenance of the above Fuel Handling Facilities at Cheppad & Kayamkulam. Total operation of facilities include receipt of the product at Cheppad by tank wagons, unloading the tank wagons, safe storage and transferring the product by pipeline from Cheppad tanks to NTPC, Kayamkulam site, assist NTPC in receipt and unloading of HSD tank lorries consigned Ex. BPCL, Irimpanam Installation, preventive maintenance of all equipments, as per procedure laid by NTPC/BPCL, minor repair works, MCC and any other associated jobs assigned by NTPC/BPCL for handling the product (Naphtha) including house keeping, etc.

2. The Contractor will operate and maintain all the above facilities in a good working order at any given point of time to ensure uninterrupted handling of Naphtha round the clock.

3. PAYMENTS: The monthly rate quoted by the Contractor, will also include the following:

   a) Salary and wages of staff deployed by the Contractor, including uniforms (2 pairs per year), overtime wages, personal protective equipments (1 set per year), all statutory payments and any other benefits which may accrue to the Contractor's workmen for carrying out the work as per the conditions laid down in the scope of work.

   b) Contractor shall deploy adequate strength of workmen for the smooth Operation & Maintenance of the facilities. The Contractor shall arrange the relievers etc. to take care of weekly off / National Holidays, Leaves, etc. at no extra cost to BPCL/NTPC and the same has to be taken care of in the rates quoted. Contractor shall produce certified monthly attendance records along with his bills.

   c) Consumable Stores: i.e., Table Stationery, floor cleaning materials/soaps / cleaning powder / cleaning Solution / towel / coconut oil/cotton waste/markting cloth, aluminium buckets/vessels for Railway siding etc. for the exclusive use of successful Contractor's workmen.

   d) All General Tools/tackles required for the day-to-day operations and maintenance shall be arranged by the Contractor at his own cost. A set of Non Sparking tools will be provided by NTPC/BPCL in the beginning of contract and any damages to the same will be made up by the contractor. At the end of contract, contractor must handover the Non sparking tools in good condition and same quantity. The Non Sparking tools as per the attached list for Naphtha Unloading Operations at
Siding has to be arranged by the Contractor at his own cost. Contractor should ensure use of only no sparking tools at the hazardous areas including siding. If any Non sparking tools are required for the routine preventive maintenance and operational jobs in addition to the BPCL provided tool set, contractor has to arrange the same at his own cost. Contractor should also arrange at his own cost one Multimeter each and one Megger each of reputed make with relevant calibration certificates at both locations.

f) Charges for any miscellaneous and other associated jobs like Cleaning of Equipments / Electric Panels, Cleaning of cable trenches, Cleaning of choked Water Sprinklers of naphtha tanks (at all heights), etc. assigned by BPCL / NTPC (as and when required) for the operation / maintenance of Naphtha handling facilities.

g). Communication cost:- The telephone charges for the 2 telephones provided one each at Cheppad and Kayamkulam.

h). Pressure testing of Tank Wagon unloading hoses and maintain the records as required at the site.

i). Liaisoning with statutory bodies like Department of Legal metrology, Kerala State Pollution Control Board, Department of Factories, Departments of Labour, Excise Dept., PESO etc., as applicable, as required.

j). Preventive Maintenance of all equipments at both locations of fuel handling (electrical, mechanical, safety and other equipments associated for fuel handling) as per the preventive maintenance schedules of BPCL/NTPC. All jobs are to be attended within the time limit and keep work order specification record for future reference.

k) Freight charges for sending /collecting materials, petty items, spares, etc. (upto 5 kg) from Kochi including sending naphtha samples to / from Irimpanam Installation as directed by BPCL/NTPC.

l) Unloading of Tank Wagons round the clock. No additional payment shall be made for unloading during night time or on holidays.

m) Necessary assistance to BPCL/NTPC for implementation of ISO, 5S, OHSAS,TQM etc. and maintenance of relevant records.

n) Servicing/Repairing High/High High level switches of Naphtha tanks/Fire Water Tanks at Cheppad and Kayamkulam.

4. REIMBURSEMENTS: Expenses incurred by the Contractor against the following shall be reimbursed at actuals on production of bills/receipts, in original, on monthly basis.

a) Stores & Cosumables – Bolts & nuts (except for connecting T/W hoses), gaskets (except for connecting T/W hoses), spares for equipments, lubricating oil, greases, gland/stem packing, Audco cartridge, stationery items (other than the items issued ex NTPC/BPCL stores and table stationery for the exclusive use of COD staff), etc. are to be procured by the Contractor on getting clearance from the Senior Manager Operations (I&C), BPCL. Proper records need to be maintained for items purchased,
their usage and expenses incurred and the same should be available for scrutiny when called for. Monthly reconciliation statement for the same should be submitted.

b) Freight charges for sending /collecting materials (more than 5 kg) to / from Kochi or any other destination as directed by BPCL/NTPC.

c) Conveyance charges for materials viz. Foam barrels, Foam Jerry Cans, HSD and plant equipments (more than 25 kg) within the premises of Kayamkulam & Cheppad.

d) Expenditure incurred on major repair of any equipment in case of breakdown, which require services of specialised technicians/labour etc.

e) Courier / Postal expenses on account of NTPC/BPCL will be reimbursed at actuals.

Demurrage claim from Railways, incurred due to the lapse of the Contractor, shall be borne by the Contractor and the same shall be remitted on demand or otherwise it will be recovered from the monthly bill submitted by the Contractor.

For the stock items to be taken ex. NTPC/BPCL stores, indent will have to be placed sufficiently, in advance, with full specifications. In case of non-availability of any of the stock items ex NTPC/BPCL stores in time, the Contractor shall arrange to procure the same from outside after getting clearance from BPCL’s authorised representative at Cheppad, for which, reimbursement shall be made at actuals.

5. For the staff deployed by the Contractor, exposure to handling of petroleum products and the connected equipment & instrumentation is essential.

6. **Commuting**:- The Contractor is required to keep necessary vehicle (4 wheeler) which is not older than 5 years for emergency (in place of ambulance as per Factory Rules) with driver, commutation of his workmen and transportation of tools/materials (upto 25 kg) between Cheppad and Kayamkulam for normal day-to-day operational requirements and holding daily meetings with NTPC officials at NTPC, for which, no extra payment will be made. The driver for the vehicle must be available on duty in General Shift and should be available on call to arrive within 15 minutes outside general hours for which no extra payment will be made

7. The operations envisaged at the Cheppad Depot and storage at NTPC, Kayamkulam, are detailed in the Scope of Work.

8. The Contractor has to maintain close and effective liaison with the NTPC, Senior Manager Operations (I&C), BPCL, Cheppad, Territory Manager (I&C) - Kochi, BPCL’s Irimpanam Installation, other Contractors of BPCL/NTPC, Agency for Security arrangement at Cheppad, CISF at NTPC for the day-to-day activities at Cheppad & Kayamkulam.

9. The gate controls at Cheppad shall be by a separate Security Agency. The contractor should abide by the rules, checking, etc. of the Agency for the safety/security of the location.

10. The Contractor can seek information from the Corporation with respect to operating practices, including equipment handling, fire fighting techniques, documentation procedures etc. However, it is expected that the Contractor has more than reasonable
knowledge in handling such type of locations and no excuse will be entertained on account of any lapse due to non-compliance or ignorance of standard operating procedures.

11. Product insurance for the stock will be borne by the Corporation.

12. **Product Loss**:- The Contractor is required to meticulously adhere to procedures outlined for tank wagon unloading, product handling, pumping, etc. as per operational activities mentioned under Scope of work. The losses observed in tank wagon receipt operations and pipeline transfer to storage tanks at Kayamkulam should be investigated and reported to Officer-in-charge after completion of each operation. Any lapse on the part of the Contractor in control of loss will be viewed very seriously and any visible loss due to negligence / willful act on the part of the Contractor or his workmen, shall be borne by the Contractor.

However the overall product loss (including unloading of rake, storage, pipeline transfer to NTPC) should be within 0.30% and anything over and above 0.30% shall be investigated and to be reported to Officer-in-charge. In case of such losses are due to negligence / willful act on the part of the Contractor or his workmen, the value of the product over and above 0.30% shall be recovered from the Contractor. For calculating the loss, the total quantity handled for a month shall be considered.

13. The Contractor should deploy adequate number of Supervisors to witness loading of Tank Wagons at Irimpanam who should check loaded dips, Density/Temperature etc. to ensure that the same are correctly recorded. This should be done in order to ensure proper loading at Irimpanam for avoiding high transit loss.

14. All materials including product stocks at the Depot held in any form will remain the property of the Corporation and the Contractor will be solely responsible for their safe custody/handling and will account for them according to the laid down procedures of the Corporation.

The Corporation will supply to the Contractor all the standard formats for delivery documents, returns etc. against a quarterly requisition made 60 days in advance and only these forms, as appropriate, shall be used by the Contractor.

15. The Corporation shall not be responsible for any liabilities, (i.e. financial, legal or any other kind) whatsoever, of the staff/workmen/contract labour deployed by the Contractor.

16. It is absolutely essential for the Contractor or his authorized representative to reside in the vicinity (within 5 km radius) of the Cheppad Depot and personally supervise the daily operations at both the locations. During office hours, successful tenderer or his authorized representatives should be available at both the locations for monitoring and controlling operation and maintenance. Also the Contractor should be available outside office hours to attend, at short notice, to any emergencies, which may arise at the locations. The Contractor should actively conduct and participate in fire drills, safety audits, mock drills as per DCMP, safety committee meetings, etc. and maintain records for the same. The Contractor is required to organize & participate in meetings between BPCL and NTPC on a daily basis to sort out local issues. On holidays and Sundays, one contract representative should be available at Cheppad Depot in General shift for coordinating activities at both Cheppad and Kayamkulam.
17. Either the Contractor or his authorized representative should be available at Cheppad Depot for the overall supervision of the daily operations, maintenance, etc. at both the locations (Cheppad & Kayamkulam). i.e. minimum one person at each location.

18. The successful Contractor shall be required to be in readiness for audits/surprise checks by BPCL & NTPC officials to assess the level of operations performed by the Contractor and is required to provide documents/necessary assistance for the information sought by the officials.

19. **Reporting** - The Contractor is required to report to the Senior Manager Operations (I&C), BPCL, Cheppad on all matters and is expected to co-operate/co-ordinate while carrying out the job. In case there is any difficulty/dispute, the same shall be immediately brought to the notice of the Territory Manager (I&C), BPCL, Kochi.

20. All the works in the schedule involve only skilled jobs. The people deployed for such activities should be minimum ITI certified and experienced in handling petroleum products/Naphtha in any large petroleum depot/Installation/power plant for a period of not less than 1 year. Persons above 60 years of age should not be deployed.

21. The Contractor is expected to have first hand information about practices prevailing in the location for carrying out various activities, before quoting for the various works.

22. The deployment of the Contractor's workmen shall be purely on a temporary basis and the duration will be as same as the contractual period under the Agreement to be executed between the Contractor and BPCL. The Contractor shall take an undertaking from the persons employed by him stating that their services shall be terminated on expiry of his contract period.

23. If the performance of the staff employed by the Contractor is found to be unsatisfactory, the Contractor shall de-list them from the services forthwith and replacement shall be made to ensure that operation & maintenance activities are not affected, in any manner, and the Corporation shall be indemnified against any issues, whatsoever, arising therefrom.

24. The Contractor shall maintain a record of staff deployed by him/statutory payments made out to Provident Fund, ESI, Labour Welfare Fund etc.

25. The Contractor shall ensure supervision, taking measurements, etc. for all other works (at Cheppad & Kayamkulam) given to other Contractors by BPCL.

26. The Contractor shall also co-ordinate the remittance of EPF & ESI contributions for the workers employed by the other Contractors of BPCL and remit the contributions (both for employer & employee) on monthly basis without incurring any interest or penalty, which will be reimbursed (amounts pertains to other contractors only) against original challans for remittance. Proper records are to be maintained and returns are to be filed for the above contributions against BPCL's Code Nos., if the Contractors are not having their own Code Nos.

27. The Contractor may take note that the list of Operation & Maintenance activities listed in the respective schedules are based on the present practices being followed and it gives a broad guideline about the system being practiced.
This list is not exhaustive and the Senior Manager Operations (I&C), BPCL, Cheppad will be free to make additions and deletions in the list of activities for improvement of the system. The Contractor shall not lodge any claim for extra activities, if implemented, towards this purpose.

28. Spares, which are readily available with NTPC stores or BPCL, will be provided by the Company, free of cost. The Contractor has to arrange for the transportation of the same from NTPC stores for which loading/unloading and transportation expenses will be reimbursed at actuals wherever applicable. For this, prior consent of BPCL officials is absolutely essential. Spares, which are not readily available, which are less costly and easily available off-the-shelf will have to be bought by the Contractor, if they are required to be purchased urgently. The Company will reimburse the cost of these items and transportation, if these have been booked by Courier or Transport.

29. **Training of personnel:** The Contractor has to arrange regular training sessions to his people in the operations, maintenance and safety aspects related to Naphtha handling (Quarterly), first aid (two yearly) and fire fighting (Quarterly). Records of such training is to be maintained. No extra payment will be given for these trainings.

30. Contractor should get adequate number of people trained in safety by NTPC safety wing and these persons should supervise all activities involving risk to personnel like high level work/vessel entry, hot work etc. For fire fighting, safety and first aid key persons should be identified who are having specialised training and skills in the field.

31. **Strict adherence to Work order card and Permit to work systems:** The Contractor and his people shall strictly adhere to Work Order Cards and Permit to Work systems during the currency of the contract.

32. The Contractor may utilize the existing furniture and office space provided at Cheppad and Kayamkulam, which should be maintained in good condition.

33. Preparation and maintenance of records as required for IMS/TQM of NTPC form time to time.

34. Day to day liaisoning with NTPC Safety, O&M etc. based on requirements.

35. Day to day liaisoning with CISF for fire safety, Hot work, Gate Passes and any other related jobs.

36. To provide site supervision for any major/minor works awarded to other Contractors by BPCL.

37. House keeping to conform to 5S practices and hence subject to audits. Contractor has to make good of any points raised in such audits related to house keeping.

38. Collection, segregation and disposal of waste, scrap materials, etc as per standard procedures at BPCL/NTPC. Disposal to be done at identified locations inside plant premises.

39. It is to note that the strength of the Project affected persons in the working force of this contract to be improved to 25% on arise of vacancies and requirements in consultation with BPCL/NTPC.
40. As a requirement of OHSAS, exclusively identified and qualified persons to be kept for safety and Fire fighting.

41. Contractor’s Monthly claim bill should accompany with materials’ monthly statement and financial break-ups (monthly) in the format as required by BPCL/NTPC.

42. With exposure and training on various locations in the fuel area people of this contract are to be kept on job rotation and properly engaged.

43. For works at heights above 3 m from ground level (both at Cheppad & Kayamkulam), metallic scaffolding shall be issued from the Stores of NTPC, Kayamkulam (Main plant area). Contractor should collect the same from the stores, transport the same to the work site and back to stores after the work, stack the same etc. at his own cost.

44. The Contractor should deploy required number of manpower, as mentioned under ‘Scope of Work’. If the minimum manpower is not deployed, Company reserves the right to deduct appropriate amount, which may be worked out based on the prevailing wages of the similar category of workmen.

45. Service Tax shall be paid at actuals, as applicable, at the time of execution of works.

SCOPE OF WORKS FOR TENDER SCHEDULE - I
OPERATIONS & MAINTENANCE OF FUEL HANDLING FACILITIES OF BPCL/NTPC AT CHEPPAD AND KAYAMKULAM

1. Unloading Railway Tank Wagons at Cheppad:
The following activities are envisaged:

Unloading of Naphtha from tank wagons at Railway Siding at Cheppad:

i) Verify the loading memo sent along with the Tank wagons to confirm the correctness of consignee/product/quantity/quality etc.

ii) Check for condition of seals and leakages. Check for fitness of Tank wagons (T/Ws), advise Station Master, Cheppad Rly. Station for open delivery for any wagon with broken seals or leakage. In case of sick wagons, advise SM, Cheppad Rly. Station and Senior Manager Operations (I&C), BPCL immediately. List of unfit wagons with details to be conveyed to IM, Irimpanam and Railways for corrective action.

iii) Fix earthing clip for each tank wagon.

iv) Check product dip, water dip for each T/w by applying oil/water finding paste on the dip rod.

v) Check temperature/density for at least 3 wagons in a rake.

vi) Check the sample in each Tank Wagon for colour/appearance and density.
vii) Fix rubber hose between standpoint and Tank Wagon. Keep aluminium tray/drum beneath the Tank Wagon for collection of any product leakage while fixing the hose. While connecting the TW unloading hose, all the bolts/nuts of the flanges should be in place in order to prevent any leakage of naphtha between the flanges.

viii) Open Bottom Discharge Valve of the Tank Wagon and stand point on getting clearance from the pump house.

ix) Check the rate of discharge during unloading.

x) Synchronise wagon unloading, so that pump does not starve for product.

xi) Check emptiness of each Tank Wagons by the use of dip rod before issuance of release memo to Railways.

xii) Hand over release memo to SM, Cheppad Railway Station and get acknowledgement.

The Contractor has to arrange unloading of the wagons on all days of the year. The unloading has to be done during day time and night time as per the requirement of BPCL/NTPC so that adequate stock of Naphtha is made available. Any demurrage claim from Railways due to delay in unloading within the allowable time period, because of reasons other than non-availability of ullage, power failure or reasons beyond the control of the Contractor shall be in the Contractor's account.

xiii) Maintain adequate manpower at siding (Minimum of two Supervisors, one pump operator and nine unloading technicians) for unloading operations in order to release the Tank Wagons within the free time and also to take care of any emergency.

xiv) Use of boiler suits (cotton) and other personal protective equipments (Safety Shoes, Helmets, Goggles, Gloves, Masks) is a must for the workers at the Railway siding.

c) Liaison with Railways:

i) Hand over acknowledged R/R documents, mentioning the date of receipt for each T/w and signing on the reverse side of R/R.

ii) Inform Railways on non-receipt of Tank Wagon (if any) in a rake within a week and obtain acknowledgement of Railways in the advice.

iii) Obtain non-delivery/partial delivery certificate for missing T/w.

iv) Obtain “Partial Delivery Certificate” for leaky T/wagons found with broken seals.

v) Inform details of missing T/w to Senior Manager Operations (I&C), BPCL immediately along with supporting documents cited above.

a) Witness loading of Tank Wagons at Irimpanam

Maintain minimum one surveyor to witness the Naphtha Rake loading operation at Irimpanam to check loading dips, loading density thereby ensuring minimum transit loss
2. **Operations of Naphtha handling facilities at Cheppad:**

The scope of work envisages the following activities:

**a) Tank Farm operations at Cheppad round the clock:**

i) Gauge the nominated tank for receipt for product dip, water dip, temperature, and density. Log the details in the dip book and tally with control room reading.

ii) Check and reconfirm sufficient ullage in the tank to accommodate receipt quantity by T/Ws.

iii) Record details of Tank No., stock in tank, Qty. to be discharged in the display board for re-check.

iv) Open the valves and make the line through.

v) Inform siding personnel/pump operator for commencement of pumping operations.

vi) Check for product receipt in the tank and rate of flow (qty. receipt per min.) to ensure receipt is in order.

vii) Gauge tank for product dip/water dip/temperature/density after settlement of product. Log the control room reading details.

viii) Draw tank samples of 1 litre as per Quality Control Manual for clinical tests for quality confirmation. Assign Batch No. for each receipt and log the details (Batch No. CPD/001/M/Year).

**b) Product Pumping to Kayamkulam:**

i) On getting confirmation from Kayamkulam of available ullage, gauge the tank nominated for pumping product from Cheppad.

ii) Record initial readings of Turbine Flow Meter installed at Cheppad and also note readings as per turbine flow meter and Mass Flow Meters installed at Kayamkulam and log the details.

iii) In liaison with Kayamkulam and after making the line through, commence pumping operations.

iv) Do line patrolling during product transfer for observing any signs of leakages.

v) Log the meter reading as per mass flow meter reading installed at Kayamkulam for quantity despatched.

vi) Gauge the tanks at Cheppad and record stock details of quantity despatched and any variation vis-à-vis the meter reading in the register.

Normally, the transferring will be done during day time. Considering the ullage and requirement of power plant, the party must be prepared to work in extended hours also if the Senior Manager Operations (I&C), BPCL/NTPC feels that the situation warrants so. Party should liaison with NTPC for stock accounting at Kayamkulam tanks, after transfer.

**b) Fire water pump house and MCC Operations (round the clock) as per location procedures.**

**c) Mock drills at Cheppad (as per location procedures)**
d) Fire drills at Cheppad (as per location procedures)

e) Daily Planning Meeting at Cheppad/Kayamkulam:
The Contractor has to conduct Daily Planning Meeting on all working days as directed by the Location-in-charge. In this meeting, the day’s activities will be charted out as per priorities and the job allocation planned. The party has to liaison with BPCL / NTPC staff for necessary guidance in order to decide the day’s priorities. Review of the previous day’s activities, work order cards etc., will be done during the meeting. Proceedings of the meeting will be submitted to BPCL and NTPC on the same day.

f) Maintaining records and reports:

The following records are to be maintained:

i) Log of shift operation activities
ii) History of all equipments
iii) Running hours of all equipments
iv) Record of water draining from Naphtha tanks
v) Record of materials purchased from outside
vi) Record of materials received from NTPC Stores
vii) Record of effluent discharge from Oil Water Separators.
viii) Any other records which is felt essential by the Senior Manager Operations (I&C), BPCL for smooth operation of the plant.

The following reports are to be generated:

i) Daily, weekly checklists for Naphtha system and fire fighting systems to be submitted to NTPC and BPCL officials.
ii) Daily morning reports to NTPC’s shift-in-charge.
iii) Daily Stock Statements
iv) Naphtha quantity transfer (PLT) statements as per dip and as per Mass Flow Meters to be submitted to NTPC and BPCL for approval.

g) Gauging of tanks (as per location procedures). Apart from daily gauging of tanks, gauging is to be done as and when required by Senior Manager Operations (I&C), BPCL, Cheppad.

h) Arranging of transportation for HSD and foam:
The Contractor has to arrange for transporting of HSD from the nearby outlet / NTPC main plant to the Installation. Cost of HSD (if from outlet), reasonable transportation charges and loading/unloading charges only will be reimbursed by the Company at actuals on production of receipts. Likewise, the party has to arrange for transportation of foam from NTPC store to Cheppad and top up foam tanks as and when required.

i) Sampling and analysis of Naphtha:
The Contractor has to arrange for drawing of Naphtha samples, jointly with BPCL and NTPC’s representatives, from the storage tanks at Cheppad and Kayamkulam as directed by the Senior Manager Operations (I&C), Cheppad. Normally, samples are drawn from 2 tanks at Cheppad and 2 tanks at Kayamkulam in the first half of every month and from the remaining tanks in the latter half of the month.
j) **Attending to plant emergencies:**
The Contractor has to attend to plant emergencies whenever it arises, whatever be the
time or day. Hence the people have to be thoroughly trained as per the requirements in
the Disaster Control Management Plan (DCMP). The party should be ready to call any
of his personnel, as per DCMP, for attending to emergencies, even though it is outside
his duty hours.

k) **Training of Personnel:**

The Contractor should inculcate awareness among his people on the explosive
properties of Naphtha, first aid and on the various aspects in safe handling Naphtha.
Towards this, the party has to arrange regular training (quarterly for safety and 2 yearly
for first aid) for all his staff and maintain records for the same.

m) **Stock Accounting:**

i) Record arrival dips/temp/density of TWs in TW receipt book.

ii) Process product despatch note mentioning transit loss as applicable

iii) Record opening/closing dips of storage tanks, temperature/density/water dips both
at Cheppad and Kayamkulam in dip book at beginning/close of day and before/after
close of each operation.

iv) Record entire transaction in Daily Movement register, Daily stock and loss record,
Tank stock loss record on daily basis.

v) Comply month end documentation..

n) **Sales Accounting:**

i) Prepare invoice on NTPC for the quantity delivered as per the prevailing price. The
quantity to be billed will be by mass flow meter or as per dip calculation as agreed
between BPCL and NTPC. At the end of every month, reconcile statement of Accounts
and advise Senior Manager Operations (I&C), BPCL.

ii) To reconcile SAP reports and attend to queries on all stock, sales, financial and
inventory matters.

iii) Transact correspondences between NTPC and BPCL as per the directions of SM
Cheppad on daily basis

o) **Quality Control:**

i) Comply quality control procedures for TW receipts as per siding procedures

ii) Draw sample from the tanks after each receipt as per QC procedures and retain the
same as advised.

iii) Carry out tests on naphtha for the following

   a) Density @ 15 deg. C.

   b) MT calculation

iv) Log the details batch wise, tank wise for Cheppad and Kayamkulam.

v) Maintain adequate manpower for each shift [minimum two nos. at each location,, one
(electrical) for MCC and one for FWPH] for the above Operations and also to take care
of any emergency irrespective of Sundays and holidays. One additional manpower
should be deployed during day time for the clerical woks at the BPCL office at
Cheppad. Also one Supervisor should be available in general shift for the co-ordination.
One qualified safety officer should be available in general shift and also out of office hours in case of PLT, maintenance or Rake unloading.

3. **Maintenance of Naphtha handling facilities at Cheppad:**

The scope of work envisages the following activities:

a) **Preventive maintenance of various equipments:** This involves drawing up a monthly schedule of PM jobs as per the periodicity presently being practiced. The preventive maintenance of all equipments is to be done as per schedule and according to the checklist already being practiced at site. Records of various preventive maintenance activities equipment-wise are to be maintained. The Senior Manager Operations, BPCL will be free to revise the check lists or the schedules of any equipments and the party is bound to follow the revised schedules or procedures.

b) **Attending to regular maintenance and minor breakdowns:**

The Contractor should be having necessary wherewithal and personnel with technical knowledge and experience for carrying out regular maintenance like HSD top up for fire engines, oil top-up, greasing, gland packing replacement etc. and attend to minor breakdown maintenance works on pumps, valves, switch gears, motors, transformers, instrumentation systems, batteries and all other equipments. Major jobs, which are labour intensive, requiring specialized workforce or special tools, etc. will be sublet to suitable agencies, directly by BPCL.

Decisions regarding the classification of jobs in the above manner shall be solely done by the Senior Manager Operations (I&C), Cheppad.

c) **Arranging of petty works:**

Petty contract works, other than those mentioned above, if required, would have to be arranged by the Contractor. Identification of such jobs will be done by the Senior Manager Operations (I&C), Cheppad. Such jobs are to be carried out as per the specifications given by Senior Manager Operations (I&C) and certification of job completion will also be done by the Senior Manager Operations (I&C). Charges for carrying out such jobs should be based on approved schedule of rates / arrived rates and will be paid on a monthly basis, by the Company, on submission of Bill. If the work is to be carried out by outside petty Contractors, the COD operator will indemnity NTPC/BPCL against any acts/injury to the workers of sub-Contractor so employed and the COD Contractor will ensure the formalities against EPF & ESI to cover such activities. All such petty works will be carried out by the COD Contractor under his name and at his own risk and responsibility.

d) **Assistance in predictive maintenance:**

The Contractor should provide the required manpower assistance for carrying out predictive maintenance activities like measurement of vibration, noise etc. on various equipments, as and when required.
e) Monitoring Cathodic Protection System performance:

This involves taking monthly readings of the Pipe-to-Soil potential of the Naphtha cross-country pipeline at the various Test-Lead points. The readings are to be recorded in the formats as already practiced.

f) Assistance in Annual Maintenance Contracts:

Annual Maintenance Contracts are being awarded for carrying out maintenance of certain equipments like Diesel Engines, Electrical breakers, transformers, Photocopiers, Fax Machines, PCs etc. The work involves providing assistance to the representatives of the Contractors, whom the Company has entered into Annual Maintenance Contracts. However, the Contractor has to carry out PM jobs as per schedule for those equipments also, which are covered in the Annual Maintenance Contract.

g) Maintaining lighting:

This involves identification of defective lights and replacement/repair of the same. For street light repairs, wheel based ladder shall be provided by NTPC.

i) Maintain a minimum of 3 manpower (one for electrical, one for instrumentation, one for mechanical & fire/safety works) for the above maintenance works / pump operation for PLT.

4. Operation of Naphtha handling facilities at Kayamkulam:

The scope of work envisages the following activities:

a) Tank Farm operations at Kayamkulam round the clock:
   i) Gauge the nominated tank for receipt for product dip, water dip, temperature and density. Log the details in the dip book and tally with control room reading.
   ii) Check and reconfirm sufficient ullage in the tank to accommodate receipt quantity.
   iii) Record details of Tank No., stock in tank, Qty. to be transferred etc. in PLT register.
   iv) Open the valves and make the line through.
   v) Inform Cheppad personnel/pump operator for commencement of pumping operations.
   vi) Check for product receipt in the tank and rate of flow (qty. receipt per min.) to ensure receipt is in order. Make hourly comparisons of qty transferred/den/temp with Cheppad and maintain the same in register.
   vii) Gauge tank for product dip/water dip/temperature/density after settlement of product. Log the control room reading details. Check with quantity despatched ex Cheppad. In case of abnormal variation investigation to be launched.
   viii) Draw tank samples of 1 litre as per Quality Control Manual for clinical tests for quality confirmation.

b) Fire water pump house and MCC Operations (round the clock) as per location procedures.

c) Mock drills at Kayamkulam (as per location procedure)

d) Fire drills at Kayamkulam (as per location procedure)
e) **Liaison with NTPC:**
   As the Naphtha handling facility at Kayamkulam comes under the factory premises of NTPC, close coordination with NTPC is required. This involves activities like shift-wise reporting of stock, activities etc. taking Permits-to-Work required from NTPC, submitting reports like daily morning report, daily and weekly checklists for Naphtha and fire water pump houses etc., preparation of PLT statements, inspecting, drawing and transporting of spares and consumables from NTPC stores to Cheppad or Kayamkulam as required, arranging material and employees’ gate passes through CISF and any other activities which is required to be carried out in regular operation.

f) **Gauging of tanks (as per location procedure):**
   Apart from daily dipping of tanks, gauging is to be done as and when required by Senior Manager Operations (I&C). Further, on the last working day of every month, joint dipping of all the Naphtha Storage Tanks with NTPC is to be done, for stock calculation purpose.

g) **Keeping records and reports:**
   The following records are to be maintained:
   i) Log of shift operation activities
   ii) History of all equipments
   iii) Running hours of all equipments
   iv) Record of water draining from Naphtha tanks
   v) Any other records which is felt essential by the Senior Manager Operations (I&C), Cheppad for smooth operation.

   The following reports are to be generated:
   i) Daily, weekly checklists for Naphtha system and fire fighting systems and submit to NTPC and BPCL officials.
   ii) Daily morning reports to NTPC’s Shift-in-charge.
   iii) Daily Stock Statements

h) **Assist in HSD unloading:**
   This involves assisting NTPC in unloading HSD from road tankers into NTPC’s storage tank within the tank premises. The scope envisages carrying out dipping of tankers, checking quality of HSD before unloading, cutting of rubber gaskets for unloading etc. The Contractor has to assist in unloading tankers in extended hours also, if situation arises

i) **Topping up of foam and HSD:**
   The Contractor has to top up HSD (involving opening of valves in the HSD pipeline from main plant) whenever the level goes low. He has to arrange for transporting of foam from NTPC store and top up as and when required. The company will reimburse cost of transportation and loading/unloading charges.

j) **Attending to plant emergencies:**
   The party has to attend plant emergencies whenever it arises, whatever be the time or day. Hence the people have to be thoroughly trained as per the requirements in the Disaster Control Management Plan (DCMP). The party should be ready to call any of
his personnel, as per DCMP, for attending to emergencies, even though it is outside his duty hours.

k) **Inter tank transfers have to be carried out as per operational requirements.**

l) **Patrolling of cross country pipeline during pipe line transfer and hourly patrolling of facilities at Kayamkulam is to be carried out.**

m) Maintain adequate manpower for each shift [minimum two nos., one (electrical) for MCC and one for FWPH] for the above Operations and also to take care of any emergency. Also one Supervisor should be available in general shift for the co-ordination.

5. **Maintenance of Naphtha handling facilities at Kayamkulam:**

The scope of work envisages the following activities:

a) **Preventive maintenance of various equipments:** (As per locations preventive maintenance schedule). This involves drawing up a monthly schedule of PM jobs as per the periodicity presently being practiced. The preventive maintenance of all equipments is to be done as per schedule and according to the checklist already being practiced at site. Records of various preventive maintenance activities equipment-wise are to be maintained. The Engineer-in-Charge will be free to revise the check lists or the schedules of any equipments and the party is bound to follow the revised schedules or procedures.

b) **Attending to regular maintenance and minor breakdowns:**

The party should be having necessary wherewithal and personnel with technical knowledge and experience for carrying out regular maintenance like HSD top up for fire engines, oil top-up, greasing, gland packing replacement etc. and attend to minor breakdown maintenance works on pumps, valves, switchgears, motors, transformers, instrumentation systems, batteries and all other equipments.

Major jobs, which are labour intensive, requiring specialized workforce or special tools, etc. will be sublet to suitable agencies, directly by the Company. Decisions regarding the classification of jobs in the above manner shall be solely done by the Senior Manager Operations (I&C), Cheppad.

Necessary assistance should be given to outside agencies (as mentioned above) for obtaining Gate Passes from CISF, Safety / Work Permit from NTPC etc.

c) **Arranging of petty works:**

Petty contract works, other than those mentioned above, , if required, would have to be arranged by the Contractor. Identification of such jobs will be done by the Senior Manager Operations (I&C), Cheppad. Such jobs are to be carried out as per the specifications given by Senior Manager Operations (I&C) and certification of job completion will also be done by the Senior Manager Operations (I&C). Charges for carrying out such jobs should be based on approved schedule of rates / arrived rates and will be paid on a monthly basis, by the Company, on submission of Bill. If the work is to be carried out by outside petty Contractors, the COD operator will indemnify...
NTPC/BPCL against any acts/injury to the workers of sub-Contractor so employed and the COD Contractor will ensure the formalities against EPF & ESI to cover such activities. All such petty works will be carried out by the COD Contractor under his name and at his own risk and responsibility.

d) **Assistance in predictive maintenance:**
The party should provide required manpower assistance in carrying out predictive maintenance activities, like measurement of vibration, noise etc. on various equipments, as and when required.

e) **Assistance in Annual Maintenance Contracts:**
Annual Maintenance Contracts are being awarded for carrying out maintenance of certain equipments like Diesel Engines, Electrical breakers, PCs, Transformer etc. The works involves providing assistance to the representatives of the Contractors, whom the Company has entered into Annual Maintenance Contracts. However, the Contractor has to carry out PM jobs as per schedule for those equipments also, which are covered in the Annual Maintenance Contract.

f) **Maintaining lighting:**
This involves identification of defective lights(including street lights) and replacement/repair of the same. For street light repairs, wheel based ladder shall be provided by NTPC.

h) Maintain a minimum of 3 manpower (one for electrical, one for instrumentation, one for mechanical & fire/safety works) for the above maintenance works / PLT operations (if required).

6. **House Keeping at Cheppad and Kayamkulam:**

a) **House Keeping at Cheppad:**
This involves upkeep & maintaining the buildings, toilets and other work places viz. Admin.(Office) building, Fire Water Pump House, Naphtha Pump House, MCC Room, Transformer yard, area of T/R unit of CP system (near Transformer yard at Cheppad), Security cabins, Store/Rest Room and premises of above buildings including storm water drains (within 3 metre around the periphery of the building) including storm water drains, Railway Siding area (free from gaskets, plastic seals, bolts, nuts and other wastes), surroundings of DV houses/Hose boxes/Hydrant points/Water/Foam monitors, Foundations for Naphtha tanks & Fire Water tanks (including the drain around the foundation) etc. always in good, neat and tidy condition, including removal of cob webs/bird drops, etc. from the buildings/premises to the satisfaction of BPCL/NTPC.

Grass, bushes, shrubs, etc. should not be allowed to grow at the above premises of buildings and surroundings of DV houses / Hose boxes / Hydrant points / Water/Foam monitors / Naphtha tanks/Fire Water tanks.

House keeping of the buildings is inclusive of cleaning the floor, walls, ceiling, sun shades, roof (terrace), etc. to the satisfaction of BPCL/NTPC. Bird drops, cob webs, if
any, should be completely removed and cleaned. Water directly from fire hydrants should not be used for cleaning floors since the same may damage the electrical equipments.

The area as mentioned above should be always maintained neat and tidy as per 5S standards.

b) House Keeping at Kayamkulam:
This involves upkeep & maintaining the buildings, toilets and other work places viz. Fire Water Pump House, Naphtha Pump House, MCC Room, Transformer yard, area of filter and Mass Flow Meters, Store Room and premises of above buildings including storm water drains (within 3 metre around the periphery of the building), surroundings of DV houses/Hose boxes/Hydrant points/Water/Foam monitors, Foundations for Naphtha tanks & Fire Water tanks (including the drain around the foundation) etc. always in good, neat and tidy condition, including removal of cob webs/bird drops, etc. from the buildings/precises to the satisfaction of BPCL/NTPC.

Grass, bushes, shrubs, etc. should not be allowed to grow at the above premises of buildings and surroundings of DV houses / Hose boxes / Hydrant points / Water/Foam monitors / Naphtha tanks/Fire Water tanks.

House keeping of the buildings is inclusive of cleaning the floor, walls, ceiling, sun shades, roof (terrace), etc. to the satisfaction of BPCL/NTPC. Bird drops, cob webs, if any, should be completely removed and cleaned. Water directly from fire hydrants should not be used for cleaning floors since the same may damage the electrical equipments.

The area as mentioned above should be always maintained neat and tidy as per 5S standards.

SCOPE OF WORKS & OTHER DETAILS FOR TENDER SCHEDULE – II : MISCELLANEOUS WORKS

GRASS’ UPROOTING & REMOVAL AT CHEPPAD & KAYAMKULAM (Item No. 9)

1. The Scope of work envisages the following activities:
• Clearing Grass, Bushes, Weed Vegetation etc. manually by uprooting the same using hand tools inside dyke area, under pipelines, and other places at Cheppad & Kayamkulam (NTPC main plant area) as per scope of Work including disposal of the same at identified low lying open areas (within a lead of 2 km) as per the direction of Engineer-in-Charge

• The job involves uprooting of grass and bushes and taking it outside the premises at a location identified by NTPC/BPCL (within a lead of 2 km), where they can be safely burnt or buried. The cost of transporting, loading, unloading etc. will be entirely borne by the contractor.

• If the contractor, without reasonable causes, fails to clear the specified area within the specified time and to the required quality, the Senior Manager Operations (I&C), Cheppad shall be free to engage an external agency for executing the job and the payment for the same will be deducted from the Contractor.

• The Contractor has to take care all the necessary safety precautions, such as providing Gum Boots, Hand Gloves, Eye Protector etc., in order to take care of snake bites, hitting of material to eyes, body while cutting of grass, bushes etc.

• Contractor has to make his own arrangements such as Trolleys, Pellarandis etc., or any other equipments required for removal and disposal of cut grass to low lying areas as directed by Engineer-in-Charge.

2. The quantity mentioned in the Contract schedule is for a period of 24 months. The work has to be done whenever required during the contract period as instructed by NTPC / BPCL.

3. No escalation in rates will be allowed during the period of Contract.

TESTING & CERTIFYING OF PRESSURE VESSELS & LIFTING TOOLS (Item No. 16)

The list of equipments is given below:

<table>
<thead>
<tr>
<th>LOCATION: CHEPPAD</th>
<th>Qty.</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Air receiver tank No. G.K. 1276 of size: 47.7 cm dia. and 145 cm length for compressor AC 601 (Ingersoll rand). (Operating pressure – 5 kg/sq.cm)</td>
<td>01</td>
<td>each</td>
</tr>
<tr>
<td>2. Air receiver tank No. G.K. 1271 of size: 47.7 cm dia. and 145 cm length for compressor AC 602 (Ingersoll rand). (Operating pressure – 5 kg/sq.cm)</td>
<td>01</td>
<td>each</td>
</tr>
</tbody>
</table>
3. Buffer air chamber No. 1, Sl. No. 99010 connected to Ingersoll rand compressor by pipeline near Naphtha pump house area. (Operating pressure – 5 kg/sq.cm) 01 each.

4. Buffer air chamber No. 2, Sl. No. 98020 connected to Ingersoll rand compressor by 1 inch. dia. pipeline in the tank farm area. (Operating pressure – 5 kg/sq.cm) 01 each.

5. 1 inch. MS pipeline connecting the Compressors, Buffer air chambers and surrounds of Naphtha tanks. (Operating pressure – 5 kg/sq.cm) 01 each.

6. HOT Crane for Naphtha Pump house. Sl. No. 2203/06/01, Span – 5.2 mtrs. Make: HI STACK (Capacity – 2 MT) 01 each.


8. Tripod of length 4.60 mtrs., fabricated out of 2 inch. dia. MS pipe. (Capacity – 01 MT) 01 each.


10. Derrick of 3.60 mtrs. height fabricated out of 3 inch. dia. MS pipe installed near the strainer at the inlet side of cross-country pipeline. (Capacity – 500 kg) 01 each.

11. Raising & Lowering arrangement of lantern carriage for High Mast Lighting Tower. 02 each.

LOCATION: KAYAMKULAM (NTPC plant area) Qty. Unit

1. Air receiver tank No. G.K. 1264 of size: 45.7 cm dia. and 145 cm length for compressor AC 601 (Ingersoll rand). (Operating pressure – 5 kg/sq.cm) 01 each.

2. Air receiver tank No. G.K. 1171 of size: 45.7 cm dia. and 145 cm length for compressor AC 602 (Ingersoll rand). (Operating pressure – 5 kg/sq.cm) 01 each.

3. Buffer air chamber – A of size 100 cm dia. and 130 cm height, dished ends and connected to Ingersoll rand compressor by 1 inch. pipeline. (Operating pressure – 5 kg/sq.cm) 01 each.

4. Same as above but for Buffer air chamber – B. 01 each.
5. Same as above but for Buffer air chamber – C.  
6. Same as above but for Buffer air chamber – D.  
7. 1 inch. MS pipeline connecting the Compressors, Buffer air chambers and surrounds of Naphtha tanks. (Operating pressure – 5 kg/sq.cm)  
8. HOT Crane for Fire Water Pump house. Sl. No. 2203/05/01, Span – 7.5 mtrs. Make: HI STACK (Capacity – 3 MT)  
9. Tripod of length 3.60 mtrs, fabricated out of 2 inch. dia. MS pipe. (Capacity – 01 MT)  
10. Chain pulley block of capacity 1 Ton, Sl. No. 10829,.Lift chain – 2 mtrs., Load chain – Gr. 80, Make: Tractel Tirfor P Ltd.  
11. Derrick of 3.90 mtrs. height fabricated out of 3 inch. dia. MS pipe installed near the strainer at the outlet side of cross-country pipeline. (Capacity – 500 kg)  
12. Derrick of 4.00 mtrs. Height fabricated out of 3 inch. dia. MS pipe for works anywhere at the site. (Capacity – 800 kg)  

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.</td>
<td>Same as above but for Buffer air chamber – C.</td>
<td>01</td>
<td>each</td>
</tr>
<tr>
<td>6.</td>
<td>Same as above but for Buffer air chamber – D.</td>
<td>01</td>
<td>each</td>
</tr>
<tr>
<td>7.</td>
<td>1 inch. MS pipeline connecting the Compressors, Buffer air chambers and surrounds of Naphtha tanks. (Operating pressure – 5 kg/sq.cm)</td>
<td>01</td>
<td>each</td>
</tr>
<tr>
<td>8.</td>
<td>HOT Crane for Fire Water Pump house. Sl. No. 2203/05/01, Span – 7.5 mtrs. Make: HI STACK (Capacity – 3 MT)</td>
<td>01</td>
<td>each</td>
</tr>
<tr>
<td>9.</td>
<td>Tripod of length 3.60 mtrs, fabricated out of 2 inch. dia. MS pipe. (Capacity – 01 MT)</td>
<td>01</td>
<td>each</td>
</tr>
<tr>
<td>10.</td>
<td>Chain pulley block of capacity 1 Ton, Sl. No. 10829,.Lift chain – 2 mtrs., Load chain – Gr. 80, Make: Tractel Tirfor P Ltd.</td>
<td>01</td>
<td>each</td>
</tr>
<tr>
<td>11.</td>
<td>Derrick of 3.90 mtrs. height fabricated out of 3 inch. dia. MS pipe installed near the strainer at the outlet side of cross-country pipeline. (Capacity – 500 kg)</td>
<td>01</td>
<td>each</td>
</tr>
<tr>
<td>12.</td>
<td>Derrick of 4.00 mtrs. Height fabricated out of 3 inch. dia. MS pipe for works anywhere at the site. (Capacity – 800 kg)</td>
<td>01</td>
<td>each</td>
</tr>
<tr>
<td>13.</td>
<td>Raising &amp; Lowering arrangement of lantern carriage for High Mast Lighting Tower.</td>
<td>02</td>
<td>each</td>
</tr>
</tbody>
</table>

The scope of work is as follows:  
Certification of the pressure vessel & lifting tools as detailed in Tender Schedule after necessary detailed individual inspection & examination of the equipment for safe operating conditions, abnormalities etc. by a COMPETENT PERSON certified by the Directorate of Factories & Boilers as per the norms stipulated by the Factories Act.

Submission of brief report on the condition of equipment including observations / recommendations for further improvements for safe & healthy system operations to the Engineer-in-charge alongwith the certification of the pressure vessel & lifting tools in the format as stipulated by the Factories Act.

Other terms & conditions:  
a) The agency should be a competent person recognised by the Directorate of Factories & Boilers and shall submit a copy of the valid certificate of competency alongwith the quotation and the original for verification by the Engineer-in-charge within a week of acceptance of Work Order.
b) The Contract value is inclusive of all charges for examination, inspection & verification like service charges, transportation, conveyance, boarding & lodging, other incidental charges etc.

c) Weight blocks, if required, for testing of cranes shall be arranged at the site by NTPC/BPCL. The cost of labour for carriage of the weight blocks, if required, shall be borne by NTPC/BPCL.

SERVICING, TESTING & CALIBRATION OF SAFETY VALVES

(Item No. 17)

The list of valves is given below:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty.</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Safety relief valves of size 1”x1” fitted on naphtha pipelines at Cheppad &amp; Kayamkulam.</td>
<td>4</td>
<td>Nos.</td>
</tr>
<tr>
<td>2.</td>
<td>Same as above but for valves of size 2”x3”.</td>
<td>4</td>
<td>Nos.</td>
</tr>
<tr>
<td>3.</td>
<td>Safety relief valves of size ¾” fitted on fire fighting pipelines at Cheppad &amp; Kayamkulam.</td>
<td>2</td>
<td>Nos.</td>
</tr>
<tr>
<td>4.</td>
<td>Same as above but for valves of size 4”x 6”.</td>
<td>4</td>
<td>Nos.</td>
</tr>
<tr>
<td>5.</td>
<td>Safety relief valves of size ½” fitted on Air Compressors at Cheppad &amp; Kayamkulam.</td>
<td>4</td>
<td>Nos.</td>
</tr>
<tr>
<td>6.</td>
<td>Same as above but for valves of size ¼”</td>
<td>4</td>
<td>Nos.</td>
</tr>
<tr>
<td>7.</td>
<td>Safety relief valves of size ½” fitted on Buffer air chambers at Cheppad and Kayamkulam.</td>
<td>5</td>
<td>Nos.</td>
</tr>
<tr>
<td>8.</td>
<td>Same as above but for valve of size 1” at Cheppad</td>
<td>1</td>
<td>No.</td>
</tr>
<tr>
<td>9.</td>
<td>Spring loaded valves of size 2” fitted on cooling water pipeline for Diesel Engines (Greaves) at Cheppad.</td>
<td>4</td>
<td>Nos.</td>
</tr>
<tr>
<td>10.</td>
<td>Spring loaded valves of size 1” fitted on cooling water pipeline for Diesel Engines (Cummins) at Kayamkulam.</td>
<td>3</td>
<td>Nos.</td>
</tr>
</tbody>
</table>

The terms and conditions are given below:
1. The scope of work includes removing the valve from the pipelines/compressor/air chamber etc., dismantling, lapping, cleaning and reassembling of the valves at BPCL sites of Cheppad and Kayamkulam.

2. All tools/tackles, test rig, pressure gauges etc. required should be arranged by the Contractor without any additional cost and the Contractor has to bring his required equipments to our premises for doing the job.

3. The Servicing / Calibration of the valves are to be done at our premises (i.e. Cheppad & Kayamkulam) as directed by the Engineer-in-charge in such a way that the equipments' downtime should be minimized.

4. All the old and previous stickers / tags are to be removed completely from the valves and after the calibration of the valves, proper sticker / tag is to be fixed to each and every valve in a similar way as shown below:

<table>
<thead>
<tr>
<th>CALIBRATED</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSTRUMENT NO. ........</td>
</tr>
<tr>
<td>NEXT CALIBRATION DUE ON: .................</td>
</tr>
<tr>
<td>SIGN:</td>
</tr>
<tr>
<td>CALIBRATED BY:</td>
</tr>
</tbody>
</table>

5. The rates are inclusive of all charges of skilled/unskilled manpower required, cost of consumables, etc. complete.

**SERVICING/CALIBRATION OF PRESSURE GAUGES, PRESSURE SWITCHES & TEMPERATURE GAUGES (Item No. 18)**

The list of instruments is given below:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description of work</th>
<th>Qty.</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Pressure gauges of all range installed at BPCL, Cheppad &amp; Kayamkulam for quality / safety audits.</td>
<td>152</td>
<td>Nos.</td>
</tr>
<tr>
<td>2.</td>
<td>Compound Pressure gauges of all range installed at BPCL, Cheppad &amp; Kayamkulam for quality / safety audits.</td>
<td>14</td>
<td>Nos.</td>
</tr>
<tr>
<td>3.</td>
<td>Differential Pressure gauges of all range installed at BPCL, Cheppad &amp; Kayamkulam for quality / safety audits.</td>
<td>7</td>
<td>Nos.</td>
</tr>
</tbody>
</table>
The terms and conditions are,

1. The scope of work includes removing the instruments from the pipelines / compressor / air chamber, cleaning and fixing back to the original position at BPCL sites of Cheppad and Kayamkulam. The Lugs for connecting wires, if required, are to be replaced with new ones without any additional cost to BPCL/NTPC.

2. All tools/tackles, testing equipments/instruments, etc. required should be arranged by the Contractor without any additional cost.

3. The rates are inclusive of all charges of skilled/unskilled manpower required, cost of consumables, servicing charge of the instruments, Calibration of the instruments and the Documentation / Generation of calibration reports for Quality / Safety Audits. etc. complete.

4. Calibration of the instruments should be done using standard calibrating equipments, which are certified for their respective accuracies by competent authorities.

5. The Servicing / Calibration of the instruments are to be done at our premises and the Contractor has to bring his required equipments to our premises for doing the job.

6. All the old and previous stickers / tags are to be removed completely from the instruments and after the calibration of the instruments, proper sticker / tag is to be fixed to each and every instrument in a similar way as shown below:

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.</td>
<td>Pressure Switches of all range installed at BPCL, Cheppad &amp; Kayamkulam for quality / safety audits.</td>
<td>96 Nos.</td>
</tr>
<tr>
<td>5.</td>
<td>Temperature Switches of all range installed at BPCL, Cheppad &amp; Kayamkulam for quality / safety audits.</td>
<td>3 Nos.</td>
</tr>
<tr>
<td>6.</td>
<td>Differential Pressure Switches of all range installed at BPCL, Cheppad &amp; Kayamkulam for quality / safety audits.</td>
<td>15 Nos.</td>
</tr>
<tr>
<td>7.</td>
<td>Temperature Gauges of all range installed at BPCL, Cheppad &amp; Kayamkulam for quality / safety audits.</td>
<td>22 Nos.</td>
</tr>
<tr>
<td>8.</td>
<td>RTDs of all range installed at BPCL, Cheppad &amp; Kayamkulam for quality / safety audits.</td>
<td>2 Nos.</td>
</tr>
</tbody>
</table>

CALIBRATED

INSTRUMENT NO. ........

CPD/TEND/07/2015-16
The scope, specifications, details of the calibration, terms & conditions for the work consists of the following:

1. Marking, strapping and tilt measurements of the tanks as per BIS 2007/2008 (amended up-to-date), Rules of Weights & Measures / Legal Metrology Dept.

2. Calibration of capacities and submission of 6 sets of calibration charts (properly bound) duly approved by the Competent Authority as per BIS 2007/2008 (amended up-to-date) and as per the Rules of Weights & Measures / Legal Metrology Department.

3. A soft copy of the calibration chart in Excel format (in CD) also should be submitted.

4. Making all the arrangements at the Contractor’s own cost in connection with witnessing of calibration including conveyance of Legal Metrology Authorities, necessary liaison with Legal Metrology Dept., Verification of Measurements, Certification of calibration charts by Legal Metrology Dept.

5. The stamping fee for the tanks shall be paid by BPCL/NTPC.

6. Providing all instruments, tools & tackles required for the calibration work and providing all necessary assistance to the Inspectors of Legal Metrology as required for carrying out the calibration.

7. Calibration of the tanks, computation of capacity table as per BIS 2007/2008 amended up-to-date, obtaining all necessary approvals / clearance from Department of Legal Metrology / authorised agencies.

8. All such details of data collected / processed / calculated / measured etc. for the above, necessary documents of approval / clearance obtained etc. shall be compiled and handed over to BPCL within 10 days after completion of the work at site.

9. Any other work not mentioned above but required for the completion of the job in all respects.
10. The calibration and computation of capacity table of tanks etc. shall in all respect conform to BIS 2007/2008 (amended up-to-date). The methods adopted shall provide accurate on calibration of the tanks.

11. All methods and measurements shall comply with BIS 2007/2008 (amended up-to-date).

12. The method of computation of capacity tables shall be as per BIS 2007/2008 (amended up-to-date).

13. All data and methods whereby measurements are obtained, necessary for preparation of calibration table, should be in accordance with sound Engineering principles.

14. When drawings for the tanks are available, all measurements shall be compared with those obtainable from the drawings and measurements showing discrepancies greater than the tolerance specified as per 11.3a of BIS 2007 shall be verified. A similar process of checks shall be employed in all cases where reliable information beyond the measurements taken is overlooked.

15. All measurements made by the tank calibrator shall be recorded on site and shall not be subjected to subsequent correction.

16. **Degree of Accuracy**: In order to obtain maximum obtainable accuracy in calibration values, adjustment for efforts of the following variables shall be incorporated in the tables.
   - Expansion and contraction of steel tank shell due to liquid levels and temperature.
   - Tank bottoms that are irregular in shape.

17. All tools/tackles etc. required should be arranged by the Contractor without any additional cost to BPCL/NTPC.

18. A set of Non Sparking tools will be provided by NTPC/BPCL in the beginning of contract and any damages to the same will be made up by the contractor. At the end of contract, contractor must handover the Non sparking tools in good condition and same quantity. The Non Sparking tools as per the attached list for Naphtha Unloading Operations at Siding has to be arranged by the Contractor at his own cost. Contractor should ensure use of only no sparking tools at the hazardous areas including siding. If any Non sparking tools are required for the routine preventive maintenance and operational jobs in addition to the BPCL provided tool set, contractor has to arrange the same at his own cost. Contractor should also arrange at his own cost one Multimeter each and one Megger each of reputed make with relevant calibration certificates at both locations.

19. The rate should be inclusive of all charges of skilled/unskilled manpower required, cost of consumables, etc. complete.
20. Contractor should arrange Calibration of Tank through competent person / firm only and all the equipments, consumables etc. for the same should be arranged by the Contractor without any additional cost to BPCL/NTPC.

List Non Sparking Tools available with BPCL for contractors use

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Description</th>
<th>Size</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>D/E Open Spanner</td>
<td>10x11</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>12x13</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>14x15</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>16x17</td>
<td>1</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>18x19</td>
<td>1</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>20x22</td>
<td>1</td>
</tr>
<tr>
<td>7</td>
<td></td>
<td>23x25</td>
<td>1</td>
</tr>
<tr>
<td>8</td>
<td></td>
<td>22x24</td>
<td>1</td>
</tr>
<tr>
<td>9</td>
<td></td>
<td>24x27</td>
<td>2</td>
</tr>
<tr>
<td>10</td>
<td></td>
<td>25x28</td>
<td>1</td>
</tr>
<tr>
<td>11</td>
<td></td>
<td>30x32</td>
<td>2</td>
</tr>
<tr>
<td>12</td>
<td></td>
<td>36x38</td>
<td>1</td>
</tr>
<tr>
<td>13</td>
<td></td>
<td>40x42</td>
<td>1</td>
</tr>
<tr>
<td>14</td>
<td></td>
<td>45x48</td>
<td>1</td>
</tr>
<tr>
<td>15</td>
<td></td>
<td>10x11</td>
<td>1</td>
</tr>
<tr>
<td>16</td>
<td></td>
<td>12x13</td>
<td>1</td>
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<tr>
<td>17</td>
<td></td>
<td>14x15</td>
<td>1</td>
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<tr>
<td>18</td>
<td></td>
<td>16x17</td>
<td>1</td>
</tr>
<tr>
<td>19</td>
<td></td>
<td>18x19</td>
<td>1</td>
</tr>
<tr>
<td>20</td>
<td></td>
<td>20x22</td>
<td>1</td>
</tr>
<tr>
<td>21</td>
<td></td>
<td>21x23</td>
<td>1</td>
</tr>
<tr>
<td>22</td>
<td></td>
<td>24x26</td>
<td>1</td>
</tr>
<tr>
<td>23</td>
<td></td>
<td>24x27</td>
<td>3</td>
</tr>
<tr>
<td>24</td>
<td></td>
<td>25x28</td>
<td>1</td>
</tr>
<tr>
<td>25</td>
<td></td>
<td>30x32</td>
<td>1</td>
</tr>
<tr>
<td>26</td>
<td></td>
<td>36x38</td>
<td>1</td>
</tr>
<tr>
<td>27</td>
<td></td>
<td>40x42</td>
<td>1</td>
</tr>
<tr>
<td>28</td>
<td></td>
<td>45x48</td>
<td>1</td>
</tr>
<tr>
<td>29</td>
<td>Slogging Open End Wrench</td>
<td>36mm</td>
<td>1</td>
</tr>
<tr>
<td>30</td>
<td></td>
<td>34mm</td>
<td>1</td>
</tr>
<tr>
<td>31</td>
<td></td>
<td>38mm</td>
<td>1</td>
</tr>
<tr>
<td>32</td>
<td>Slogging Ring Wrench</td>
<td>47mm</td>
<td>1</td>
</tr>
<tr>
<td>33</td>
<td></td>
<td>38mm</td>
<td>1</td>
</tr>
<tr>
<td>34</td>
<td></td>
<td>36mm</td>
<td>1</td>
</tr>
<tr>
<td>35</td>
<td></td>
<td>32mm</td>
<td>1</td>
</tr>
<tr>
<td>36</td>
<td></td>
<td>32mm</td>
<td>1</td>
</tr>
<tr>
<td>37</td>
<td></td>
<td>32mm</td>
<td>1</td>
</tr>
</tbody>
</table>
List Non Sparking Tools required for unloading operations at Siding which has to be arranged by the contractor at his own cost

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Description</th>
<th>Size</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>D/E Open Spanner 18x19</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>D/E Open Spanner 21x23</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>3</td>
<td>D/E Open Spanner 24x26</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>4</td>
<td>D/E Open Spanner 24x27</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>5</td>
<td>D/E Ring Spanner 18x19</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>6</td>
<td>D/E Ring Spanner 21x23</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>7</td>
<td>D/E Ring Spanner 24x26</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>8</td>
<td>D/E Ring Spanner 24x27</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>14</td>
<td>Tank Wagon bottom audco valve wrench</td>
<td></td>
<td>3</td>
</tr>
</tbody>
</table>

Pressure Testing of Cross country pipeline and unloading header

The scope, specifications, terms & conditions for the work consists of the following:

1. Flushing of product inside the pipeline to the Naphtha Storage tank using fire water
2. Dropping of valves on both ends of the pipeline under test and blinding the open ends.
3. Pressurizing the pipeline with water upto the proof pressure specified and ensure no leakage from flange joints.
4. Hold the pressure for the specified period
5. De release the pressure
6. Remove the blinds and re connect the dropped valves with new gaskets.
7. Make a report of the pressure test
8. All tools/tackles etc. required should be arranged by the Contractor without any additional cost to BPCL/NTPC.
9. The rate should be inclusive of all charges of skilled/unskilled manpower required, cost of gaskets, grease, etc. complete.
15. ASSIGNMENTS

Neither party shall have the right to assign this Agreement, in whole or in part, or any rights hereunder without the prior written consent of the other Party. This written consent shall not be unreasonably withheld or delayed and any reason for disapproval shall be given in writing, setting out the grounds for reaching the decision. This agreement shall inure to the benefit of and be binding upon its successors and permitted assigns of the Parties hereto. In the event of any assignment by either Party the assigning Party shall remain permanently liable to the other party for all obligations contained in this Agreement regardless of whether such obligations were part of or covered by the Assignment.

16. WAIVER

The failure of either Party to insist in any one or more instances upon the performance of any term or conditions of this Agreement, or to exercise any right afforded to such Party herein, shall not be construed as a waiver or relinquishment of the future performance of any such term or conditions by the other Party, or the future exercise of such right, and the respective obligations of the parties as to their future performances shall continue in full force and effect. No waiver shall be effective unless in writing and duly executed by an authorized representative of the concerned party.

17. MODIFICATION

This Agreement may not be amended, changed, or modified in any way except by a written amendment executed by the Parties hereto. Any such written amendment needs no additional consideration to be enforced.

18. LAW AND LANGUAGE

The Parties agree that this Agreement shall be governed by and interpreted and construed in accordance with the laws of India.

The operations carried out or to be carried out by Service Provider shall be subject to the laws, regulations and rules in force and directions, that have been given or will be given by the Government or local authorities or other authorities, institutions or persons having authority to do so.

If such laws, regulations, rules or directions are amended after the date on which the Agreement has been executed, the amendments shall be deemed to form part of that Agreement.

The parties agree to submit to the exclusive jurisdiction of the courts at Mumbai in connection with any matters which might arise out of this agreement.

The language for the purposes of this Agreement shall be the English language and all
correspondences, notices and communication etc. shall be in English.

19. **NO AGENCY**

Save for the provisions contained in this Agreement, nothing herein shall create or constitute a relationship of agency between Principal and Service Provider, and Service Provider undertakes that it shall not conduct itself or hold itself out as agents of Principal in any measure or under any circumstances whatsoever.

20. **COMPLIANCE WITH LAWS AND REGULATIONS**

Each Party to this Agreement shall conform to all applicable provisions of every statute, statutory instrument, bye-laws or regulations from time-to-time in force affecting this Agreement and will give all necessary notices and obtain every requisite sanction or approval in respect of this Agreement under every such statute instrument bye-law or regulations.

The non-conforming Party shall indemnify the other Party against any fines, penalties, losses, costs or expenses incurred by the other Party in respect of any non-compliance with the provisions with the laws and/or regulations.

21. **TERMINATION**

22.1 Ground of Termination

At any time after the day of execution of this Agreement, either party may terminate this Agreement upon the occurrence of one or more of the following events in relation to the other:

A substantial breach or failure to comply in any material respect to any provision of this Agreement in such a way that it is unreasonable for the other Party to continue with the Agreement and such failure continues for more than 30 (thirty) days following written notice thereof by the other Party to the Party in breach; or

The appointment of any receiver, receiver and manager or administrator or a petition is presented or order passed for the winding up or liquidation for their equivalent in any jurisdiction, which is applicable of that Party or any material part of their undertaking.

Non-compliance with Article 10 of this Agreement

21.2 Termination at Discretion.

Notwithstanding anything contained/provided in this Agreement and attachments to this Agreement either party shall have the right at its sole discretion to terminate this Agreement by giving advance 90 days written notice to the other Party without
assigning any reason for such termination. During the said notice period of 90 days it would be binding on both Parties to fulfill their respective contractual obligations as mandated by this Agreement.

21.3 The termination or purported termination of this Agreement shall be without prejudice to any claims or rights of action previously accrued to either party against the other.

22. NOTICE

Any notice or other communication required or permitted under this Agreement shall be in writing and shall be given by registered post, hand delivery, courier service, telex, or telefax addressed to the relevant party at the addresses set forth below or such other addresses as may be designated from time to time.

A) In case of Service Provider to:
   Address of Service Provider
   Attention: Managing Director
   Telefax: +91__________________

B) In case of Principal to:
   M/s. Bharat Petroleum Corporation Ltd.
   Attention: ____________________________ I&C Kochi Territory.
   Telefax: _____________________________

23. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and it supersedes all prior written or contemporaneous oral undertakings relating to the storage or Product and there are no other agreements or understandings between the Parties to this subject matter.

24. FORCE MAJEURE

24.1 None of the Parties shall be liable or responsible for any failure to perform or delay in performance of their respective obligations hereunder if such failure or delay is due or attributable to or arises out of any Force Majeure event, provided notice of occurrence of any Force Majeure event is given by the affected party to the other parties within a period of 10 (Ten) days of such occurrence and such notice includes reasonably satisfactory evidence or the Force Majeure event.
24.2 Definition of Force Majeure

To the extent that the event is not within the reasonable control of the party whose performance under this Agreement is affected thereby, the term “Force Majeure” as used in this Agreement shall mean and include any of the following events: war, hostilities, acts of the public enemy or belligerents, sabotage, blockage, revolution, insurrection, Service Provider, or disorder, expropriation, requisition, confiscation or nationalization; act of God: fire, earthquake, storm, flood, lightning, or to government taking over whether or not by formal requisition, epidemic, quarantine, strikes or combination of workmen, lockouts or other labour disturbances; explosion, accidents by fire or otherwise to plants, storage facilities, installations, machinery, or to transportation or distribution facilities or equipment or any other event, whether or not of the same class of kind or those above set out.

24.3 Should the event of Force Majeure for an uninterrupted period of ninety (90) days or more, then either party shall have the right to terminate this agreement by a ninety (90) days’ notice to the other and this Agreement shall terminate upon the expiry of such ninety (90) days period if the Force Majeure event subsists.

25. ARBITRATION

If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Agreement (and whether before or after the termination of breach of this Agreement) Parties hereto shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the dispute or difference arose, such dispute or difference shall be referred to the sole arbitration by Director (Marketing) of the Principal or such Officer as may be nominated by him by general or special order for adjudication of the dispute or difference referred by the parties. The award of the said Sole Arbitrator so appointed shall be final, conclusive and binding on all parties to the agreement. The provisions of the Arbitration & Conciliation Act, 1996 or any statutory medication or re-enactment thereof and the rules made there under for the time being in force shall apply to the arbitration proceedings under this clause.

26. CHANGE IN LAWS AND REGULATIONS OF GOVERNMENT AND LOCAL AND OTHER AUTHORITIES

The operations carried out or to be carried out by Service Provider shall be subject to the laws, regulations and rules in force and directions, that have been or will be given by the Government or local authorities or other authorities, institutions or persons having authority to do so. If such laws, regulations, rules or directions as amended after the date of which the Agreement has been executed, the amendments shall be deemed to form part of that Agreement. Consequently, all such future statutory levies, taxes, dues etc. to avail Service Provider’s services at the Terminal would be fully
payable by Principal at all times.

27. CONFIDENTIALITY

The terms of this contract are strictly confidential between Service Provider and the Principal and any breach of this confidence, will be viewed with utmost seriousness being tantamount to breach of contract leading to termination of contract and action that will follow legal or otherwise.

28. STAMP DUTY

Stamp duty for the Agreement shall be borne by the contractor.

IN WITNESS WHEREOF the Parties through their authorised representatives have signed the Agreement in two counterparts at the place and date specified first, herein above.

For and on behalf of                  For and on behalf of
Service Provider                      Bharat Petroleum Corporation Ltd.

Witness :
1) ______________________ 1) ______________________

2) ______________________ 2) ______________________

Place :

Date
INTEGRITY PACT

Between

Bharat Petroleum Corporation Ltd (BPCL) hereinafter referred to as ‘The Principal’,

And

M/s ......................................................... hereinafter referred to as “The Contractor”

Preamble

The Principal intends to award, under laid down organization procedures, contract/s for ............................................. The Principal values full compliance with all relevant laws and regulations, and the principal of economic use of resources, and of fairness and transparency in its relations with its Bidders/s and Contractor/s.

In order to achieve this goal, the Principal cooperates with the renewed international Non-Governmental Organization ‘Transparency International’ (TI). Following TI’ national and international experience, The Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

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

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

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

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

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

Section 2 – Commitments of the Bidder/ Contractor

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

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

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

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

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

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

Section 3 – Disqualification from process and exclusion from further contracts

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

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

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

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

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

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

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

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

Section 5 – Previous Transgression

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

(2) If the Bidder makes incorrect statement on this subject, he can be terminated for such reason.

Section 6 – Equal treatment of all Bidder/ Contractor/ Subcontractors

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

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

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

Section 7 – Criminal charges against violating Bidders/ Contractors/ Subcontractors

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

Section 8 – External Independent Monitor/ Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

(1) The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

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

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

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

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

(7) Monitor shall be entitled to compensation on the same terms as being extended to/ provided to Outside Expert Committee members/ Chairman as prevailing with Principal.

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

(9) The word “Monitor” would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders, 6 months after the contract has been awarded. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Chairperson of the Principal.

Section 10 – Other provisions

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

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

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

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

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

Bidders may raise disputes/complaints, if any, with the nominated Independent External Monitor. The name/address/contact numbers of Independent External Monitor (IEM) appointed to oversee implementation is given below:

Shri. Shantanu Consul  
No.9, MCHS (IAS Officer’s Colony), 
16th Main, 5th Cross, BTM 2nd Stage, 
BANGALORE – 560 076.  
Email id – shantanu.consul@gmail.com  
Mobile – 09740069318

----------------------------------

For the Principal        For the Contractor

Place ......................  Witness 1:  ......................

Date ......................

Witness 2: ......................

CPD/TEND/07/2015-16
## PARTICULARS OF THE TENDERER

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Particulars</th>
<th>Please provide information here.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Firm of Tenderer:</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>a. Registered Office Address:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Address for Correspondence:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c. E-mail address:</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Contact Details:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Telephone No. : (with STD code)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fax No: (with STD code)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mobile No.:</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Status of Tenderer viz.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Individual, Firm, (Proprietor, Partnership, Limited Co., Others (Please specify) etc.,</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Name/s of Proprietor/Partners/ Directors of the Company:</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>a) Year of establishment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Registration no. / Trading Licence no:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) PAN No.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>d) Solvency Certificate No.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>e) PF Registration No.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>f) ESI Registration No.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>g) Service Tax Regn. No.</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>a) Name of Bankers with full address</td>
<td></td>
</tr>
</tbody>
</table>
| 8 | Please provide previous 3 years annual turn-over in Rs. lakhs. | 2012-13  
|   |                                           | 2013-14  
|   |                                           | 2014-15  
| 9 | Name/s of the authorized representative/s. (Please attach a copy of POA of the representative/s to sign on behalf of the tenderer) |  
| 10 | Whether the tenderer (Proprietor/Partners/ Directors of the Company) are related to (as defined under Companies Act 1956) any of the Directors of BPCL. If yes, name of the Director & nature of relationship. |  
| 11 | Whether the tenderer is existing dealer / distributor of BPC. If yes, please give details. |  
| 12 | Details of Petroleum Products handling experience: | 1) Name of Oil Co.  
|   |                                           | 2) Contract reference no.  
|   |                                           | 3) Period of Contract  
|   |                                           | 4) Contracted volume  
| 13 | Manpower profile of the Tenderer | Name of the person  
|   | Qualification  
|   | Age  
|   | Experience  

CPD/TEND/07/2015-16
Whether any litigation / court case is pending against the tenderer which may affect the tenderer’s obligation to this contract, if awarded.

i) We confirm that we have qualified / trained / experienced staff on roll to carry out / handle this job.

ii) We confirm that the rates offered by us will remain valid for acceptance by you upto 180 days from the date of opening of Price bid.

iii) This is to certify that the details as furnished by us have been verified and found correct. If any information is found to be incorrect, the contract awarded to us shall be liable to be cancelled by BPCL and we shall be liable to pay to the Corporation such damages as Corporation may be put to due to termination of the contract.

iv) We also undertake that should there be any action against the Corporation on account of award of contract in our favour on the basis of misrepresentation, we shall keep the Corporation completely indemnified against all the losses/damages, litigation, court action etc. This undertaking forms a part of contract agreement.

I / We affirm that all the terms and conditions of the tender are acceptable to us. Further I / We confirm that the information and statements furnished above are true and open for verification at any time.

Name of Authorised Signatory:

Signature of Authorised Signatory:

Date / Place: Seal / Rubber Stamp of the Tenderer
Technical Bid Attachment-2

TENDERER’S COVERING LETTER

FROM:

M/s. _______________________

(Name and Address of the tenderer)

To:

Territory Manager (I&C),
Bharat Petroleum Corporation Ltd.,
I&C Territory,
Kochi Refinery Marketing Office,
Ambalamugal, Kochi -682302.

Dear Sir,

Sub: e-TENDER for Operations & Maintenance of Fuel handling facilities of
BPCL / NTPC at Cheppad & Kayamkulam (NTPC Plant area).

TENDER NO. CPD/TEND/07/2015-16

*****

With reference to your subject tender, we confirm having carefully read and understood
various conditions / documents supplied with the tender.

We confirm having participated in the e-tender and submitted the required documents on-line.

We hereby submit the following credential / technical bid documents, duly completed in a
sealed envelope as per details given here under:

Pl tick “Y – For Document enclosed; N – For Document not enclosed”.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>Attachment</th>
<th>Enclosed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tender Document along with Annexure 1 &amp; 2 under tenderer Login ID through e-procurement system on <a href="https://bpcleproc.in">https://bpcleproc.in</a></td>
<td>Attachment-1</td>
<td>YES / NO</td>
</tr>
<tr>
<td>2</td>
<td>Particulars of Tenderer / Bidder</td>
<td>Attachment-2</td>
<td>YES / NO</td>
</tr>
<tr>
<td>3</td>
<td>Tenderer’s Covering Letter as per format</td>
<td>Attachment-3</td>
<td>YES / NO</td>
</tr>
<tr>
<td>4</td>
<td>Details of relationship with BPCL Directors.</td>
<td>Attachment-4</td>
<td>YES / NO</td>
</tr>
<tr>
<td>5</td>
<td>Bank Guarantee format</td>
<td>Attachment-5</td>
<td>YES / NO</td>
</tr>
<tr>
<td>6</td>
<td>Self attested copy of the Income Tax Returns for the last three financial years.</td>
<td>Attachment-6</td>
<td>YES / NO</td>
</tr>
<tr>
<td>7</td>
<td>Self attested copy of preceding three years’ audited annual report</td>
<td>Attachment-7</td>
<td>YES / NO</td>
</tr>
<tr>
<td>8</td>
<td>Self Attested copies of Trading license or Company Registration Certificate.</td>
<td>Attachment-8</td>
<td>YES / NO</td>
</tr>
<tr>
<td>No.</td>
<td>Description</td>
<td>YES / NO</td>
<td></td>
</tr>
<tr>
<td>-----</td>
<td>------------------------------------------------------------------------------</td>
<td>----------</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Self Attested copies of Partnership Deed or Certificate of Incorporation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Self Attested copies of work order(s)/contract(s)/agreement(s) and work completion certificates for similar job experience in handling POL products</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Self Attested copies of PAN, PF, ESIC, Service Tax Registration certificates</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Solvency certificate from Bankers for value of Rs. 30 lakhs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Tender Fee in the form of Demand Draft for Rs. 1,140/- (incl. Service tax) as per tender Para 2.1 point no. 4.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>EMD of Rs. 1,00,000/- by way of Demand Draft as per tender Para 4.5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>MSME Registration, if applicable</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

We attach herewith the following DDs:

1. **EMD** vide DD No._________dated _______drawn on ____________(Name of the Bank) for Rs. 1,00,000 in favour of Bharat Petroleum Corporation Ltd., payable at KOCHI / ERNAKULAM.

2. **Tender Fee** vide DD No._________dated _______drawn on ____________(Name of the Bank) for Rs. 1,140/- in favour of Bharat Petroleum Corporation Ltd., payable at KOCHI / ERNAKULAM.

I am / we are authorized to sign this tender as Proprietor

Thanking you,

Yours Faithfully,

Signature / Seal of the Tenderer:

Name and Address of the Tenderer:

Place / Date:
DETAILS OF RELATIONSHIP WITH BPCL DIRECTORS

Tenderers should furnish following details in the appropriate part based on their organization structure.

<table>
<thead>
<tr>
<th>Organizational structure</th>
<th>Part of the form applicable.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sole Trader</td>
<td>PART – A</td>
</tr>
<tr>
<td>Partnership</td>
<td>PART – B</td>
</tr>
<tr>
<td>Company Private / Public / Co-operative Society</td>
<td>PART – C</td>
</tr>
</tbody>
</table>

**PART – A**

(Applicable where Tenderer is Sole Proprietor)

1. Name:
2. Address: Residence: Office:
3. State whether tenderer is related to any of the Director(s) of BPCL: YES / NO
4. If ‘Yes’ to 3, state the name of BPCL’s Director and Tenderer’s relationship with him / her.

Place: SIGNATURE OF TENDERER

Date:

**PART – B**

(Applicable where the Tenderer is a partnership firm)

1. Name of the partnership firm responding the tender:
2. Address:
3. Name of partners:
4. State whether any of the partner is a Director of BPCL: YES / NO*
5. If “Yes” to 4, state the name(s) of BPCL Director.
6. State whether any of the partner is related to any of the Director(s) of BPCL: YES / NO*

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7. If “Yes” to 6, state the name(s) of BPCL Director and the concerned partner’s relationship with him / her.

*Strike off whichever is not applicable.

Place:
Date:

PART – C

(Applicable where the Tenderer is a Public/Private Ltd. Company / Co-operative Society)

1. Name of the Company responding the tender:

2. Address of: (a) Registered Office:
   
   (b) Principal Office:

3. State whether the Company is a Pvt. Ltd. Co. or Public Co. or Co-operative Society.

4. Names of Directors of the Company/Co-operative Society

5. State whether any of the Director Of the Tenderer/Company is a Director of BPCL: Yes/No

6. If ‘Yes’ to (5) state the name(s) of the BPCL Director.

7. State whether any of the Director of the Tenderer Company is related to any of the Directors of BPCL: Yes / No*

8. If ‘Yes’ to 7, state the name(s) of BPCL’s Director & the concerned Director’s (of the tenderer Co.) relationship with him / her.

*Strike out whichever is not applicable.

Place:
Date:

DECLARATION ‘A’

We declare that we have complied with and have not violated any clause of the standard Agreement

Place:                      Signature & Seal
Date:

CPD/TEND/07/2015-16
DECLARATION ‘B’

We declare that we do not have any employee who is related to any officer of the Corporation /
Central / State Government

OR

We have the following employees working with us who are near relatives of the officers of the Corporation.

Name of the Employee

Name and Designation of the Contractor

Name and Designation of the Officer of the Corporation

1. __________________________
2. __________________________
3. __________________________
4. __________________________

Place:
Date:

Signature & Seal

DECLARATION ‘C’

The Tenderer is required to state whether he is a relative of any Director of our Corporation or the tenderer is a firm in which Director of our Corporation or his relative is a partner or is any other partner of such a firm or alternatively the Tenderer is a private company in which Director of our Corporation is member or Director, (the list of relative(s) for this purpose is given overleaf)

Place:
Date:

Signature & Seal

N.B: Strike off whichever is not applicable. If the Contractor employs any person subsequent to signing the above declaration and the employee so appointed happen to be near relatives of the Officer of the Corporation/Central/State Government, the Contractor should submit another declaration furnishing the names of such employees.

CPD/TEND/07/2015-16
who is/are related to the Officer/s of the Corporation/Central/State Government.

**LIST OF RELATIVES**

A person shall be deemed to be a relative of another, if any and only if,

i) He / She / They are members of Hindu Undivided family or  
ii) He / She / They are Husband & Wife OR  
iii) The one is related to the other in the manner indicated below.

|   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
| 1. | Father |   | 12. | Son’s Daughter |   |
| 2. | Mother (including Step Mother) |   | 13. | Son’s Daughter’s Husband |   |
| 3. | Son (including Step Son) |   | 14. | Daughter’s Husband |   |
| 4. | Son’s Wife |   | 15. | Daughter’s Son |   |
| 5. | Daughter (including Step Daughter) |   | 16. | Daughter’s Son’s Wife |   |
| 6. | Father’s Father |   | 17. | Daughter’s Daughter |   |
| 7. | Father’s Mother |   | 18. | Daughter’s Daughter’s Husband |   |
| 9. | Mother’s Father |   | 20. | Brother’s Wife |   |
| 10. | Son’s Son |   | 21. | Sister (including Step Sister) |   |
| 11. | Son Son’s Wife |   | 22. | Sister’s Husband |   |

**DATE / PLACE**  

**SIGNATURE OF TENDERER:**
BANK GUARANTEE

This Deed of Guarantee made this ___________ day of ________________, 2016 (Two Thousand and Sixteen) between ________________________________________________ a Bank constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act of 1970 having its head office at __________________________________________ and branch at ________________________ hereinafter called as the GUARANTOR (which expression shall unless excluded by or repugnant to the context mean and include its successors and assigns) of the One Part AND Bharat Petroleum Corporation Limited a company registered under the Companies Act, 1956 and having its registered office at Bharat Bhavan, 4&6 Currimbhoy Road, Ballard Estate, Mumbai 400 001 hereinafter called the CORPORATION (which expression shall unless excluded by or repugnant to the context mean and include its successors and assigns) of the Other Part.

AND WHEREAS by an agreement bearing ______ day of ___________ 2015 made between __________________________________________ therein and hereinafter described as the Service Provider of the one part and the CORPORATION of the other part, the job as described therein had been awarded to the Service Provider by the CORPORATION to be done on the terms and conditions contained therein.

AND WHEREAS it has been agreed that the Service Provider will provide Bank Guarantee in such form as may be acceptable to the Corporation as a security of due payment by money as the Service Provider may be liable to pay under the aforesaid agreement.

AND WHEREAS on the request of the Service Provider, the guarantor herein is now agreeing to give such guarantee in the manner appearing hereinafter.

NOW THIS DEED WITNESSETH AND IT IS HEREBY COVENANTED AGREED AND DECLARED BY THE GUARANTOR AS FOLLOWS :

1. The Guarantor shall also pay to the Corporation on demand without any demur any other amount that may be payable by the Service Provider to the Corporation under the aforesaid agreement and will indemnify and keep indemnified safe and defended the said Corporation at all times hereafter against any loss which the Corporation may suffer by reasons of any default committed by the said Service Provider in observance and performance of the covenants of the said agreement and as also hereinabove and all cost, charges and expenses whatsoever which the Corporation may incur by reasons of any default on the part of the Service Provider.

2. The judgement of the Corporation as regards the failure on the part of the Service Provider and/or quantum of shortfall of any product and/or nature of the contamination and/or the value of the product so found short and/or contaminated will be final and binding and the Guarantor will not have any right to question such decision of the Corporation and the Guarantor will pay the amount so demanded by the Corporation immediately on receipt of any written communication stating that Service Provider has failed to perform the agreement and/or to pay the sum which was payable by them in
3. The Corporation shall have the fullest liberty without in any way affecting this guarantee and discharging the Service Provider from their liability hereunder to postpone for any time or from time to time the exercise of the powers conferred on the Corporation under the said agreement and to exercise the same at any time and in any manner and either to enforce or forbear to enforce the covenants for payment of principal or interest or any other covenants contained in or implied under the said agreement or any other remedies or securities, if any, available to the Corporation or to grant or allow time or any indulgence or facility to or compound or to make any other agreement with the Service Provider without any further knowledge or assent of the Guarantor and take any other securities or promissory notes held or to be held by the Corporation from the Service Provider and the Guarantor shall not be released by any exercise by the Corporation of its liberty with reference to the matters aforesaid or any of them or by reason of time being given to the Service Provider or of any other forbearance, act or omission on the part of the Corporation or any other matter or thing whatsoever and the Guarantor hereby waive all rights of suretyship and other rights which they might otherwise be entitled to enforce.

4. The Guarantor will observe and perform all the terms and conditions and covenants contained in the said Agreement in the same manner in which the Service Provider is liable for the due observance and performance of the said terms and conditions and covenants.

5. The Guarantee herein contained shall be irrevocable and absolute and independent of any right or remedy the Corporation may have against the Service Provider and accordingly the Corporation shall be entitled to enforce against the Guarantor the Service Provider's liability without initiating or enforcing its remedies against the Service Provider and notwithstanding that the securities, if any, hereinafter received from the Service Provider or any of them shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealised.

6. In order to give effect to the Guarantee herein contained the Corporation shall be entitled to act as if the Guarantor was principal debtor to the Corporation for all payments and covenants guaranteed by it as aforesaid to the Corporation.

7. The Guarantee herein contained is a continuing guarantee and shall be binding and operative until repayment is made of all monies due to the Corporation under the said Agreement aforesaid.

8. The Corporation shall be at liberty to enforce the guarantee under this deed separately from or independently of the said agreement and such enforcement shall not be regarded as releasing or in any way affecting the agreement or its enforcement.

9. The obligation of the Guarantor in terms hereof shall not be in any way affected or suspended by reason of any dispute or disputes having been raised by the Service Provider (whether or not pending before any arbitrator, officer, tribunal or court) or any
denial of liability by the Service Provider or any other order of communication whatsoever by the Service Provider stopping or preventing or proposing to stop or prevent any payment by the Guarantor to the Corporation in terms hereof.

10. The Guarantee herein contained shall not be determined or in any way prejudiced by any absorption or amalgamation or reconstitution or alteration of the Corporation or of the Service Provider or otherwise and the guarantee shall remain such full force and be operative against the Guarantor until the obligations of the Guarantor hereinafter are fully discharged.

11. That nothing omitted or done by the Corporation shall in any way affect or discharge the liability of the Guarantor under these presents.

12. All sums hereby guaranteed by the Guarantor shall be due and payable to the Corporation at Kochi in terms hereof after notice in writing, requiring payment of the same shall have been delivered or sent through registered post, addressed to the Guarantor at their aforesaid address.

13. The Guarantee herein contained shall not be affected or discharged due to any amalgamation or reconstitution of the Guarantor but shall in all respects and for all purposes be binding and operative until payment of all monies due to the Service Provider as mentioned hereinbefore recited agreement.

14. Notwithstanding anything contained hereinbefore the Guarantor’s liability under this Guarantee shall be limited to the extent of ` ___________ and unless any claim is lodged with the Guarantor at their office mentioned hereinabove by three months from ___________ day of _____________________ this Guarantee will be discharged and the Guarantor will be relieved from the performance of this guarantee forever.

IN WITNESS whereof the Guarantor herein set their respective hands and seal on the day, month and year first herein above written.

SIGNED, SEALED AND DELIVERED

By Shri

The GUARANTOR herein at ____________________
in the presence of:

CPD/TEND/07/2015-16