

Ref.: WL.GENERAL.WORK

Subject: ASSISTANCE FOR GENERAL UPKEEP (HOUSEKEEPING) WORK AT BPCL,  
WADILUBE INSTALLATION

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**ANNEXURE – A**

**INTRODUCTION & SCOPE OF WORK**

**INTRODUCTION**

BPCL, Wadilube Installation is one of the biggest Lube blending and filling plant and has approx. 200-250 employees and different departments / sections and there are different areas of working (Main Plant, PRC godown, Grease section, FO section, Bunkering section, Main canteen, tank farms etc.). All the areas, buildings and sections are to be kept neat and clean. Intention of this tender is to invite competitive offer from the contractors to carryout the jobs of general upkeep of the plant as per Scope of work / Supply and Terms and conditions mentioned herein. The contract will be for one year starting tentatively from 15<sup>th</sup> September 2016.

**SCOPE OF WORK**

The scope of work includes cleaning, housekeeping and sweeping complete area as directed by the user and up keeping the entire area as and when instructed and disposal of waste outside plant. For this job, the contractor has to place necessary manpower on daily basis in the following area to fulfill the cleaning requirement. Considering scope of job, manpower requirement will be 25 on working day and 7 on holiday working. The job of cleaning of house keeping involves following. Please refer Housekeeping plan given below.

1. Sweeping of complete area including ground, building areas, removing all debris at one place and then segregating and sending to other one place designated in the plant / area for removing out. This cleaning has to be done once a day every working day i.e. from Monday to Saturday and depending on requirement even again has to be done as per instruction of Officer In-charge.
2. swabbing with wet cloth / duster the entire tiled floor of the offices/ buildings, floor of the area daily depending on convenience of the user. Generally the sweeping and cleaning of above shall be done prior to start of the office / plant work i.e. from morning 7.00 am to 8.30 am in general shift.
3. Dusting of all the plant furniture's / surfaces of cabinets, desktops, fans, fittings etc. once in week and once daily in the Plant Manager's and Head of Department's rooms. Proper care to be taken during cleaning of electrical equipments.
4. Cleaning of all toilets and cleaning all muck, dirt, excreta fallen any where. Making the toilets totally cleaned to the satisfaction of the Officer In charge. (Toilet cleaning is to be done four times a day and depending on need shall be done again as per instruction of officer in charge).

For your information following are locations of toilets :

- a) Admin. Bldg. First floor – 3 toilets blocks
- b) Admin. Bldg. Gr. floor - 1 toilet block
- c) Near Main Gate – Workers toilet and bathroom block,  
Contractors toilet at back
- d) Near Dispensary – 1 toilet
- e) Engineering Office – 1 toilet block (behind garage)
- f) Main Canteen – 2 toilet blocks one at ground floor and one at first floor.
- g) F. O. Section – 2 toilet blocks one near water pump and one near gate, Ground floor officer cabins
- h) Bunkering Sec. – 1 toilet block
- i) Grease Section – 1 toilet block
- j) Rest Room - 1 toilet block

k)PRC godown area-1 toilet block

For toilet block weekly schedule will be given by Admin In charge which has to be filled after job is completed as per daily schedule.

5. Cleaning all roads opposite to main gates of LOBP, in front of Garden area, F.O., Bunkering and Grease section upto approach area on daily basis.
6. Cleaning of tank farm area (LOBP, Bunkering section, F.O. Section and Tank No. 4 section) to be done twice in week to clean the ground thoroughly, remove all leaves, cloth, papers cartons, cotton waste and any other materials. This also includes removal of dry/green vegetation inside tank farm area from time to time. This also includes cleaning thoroughly open trenches & removing above material and loose soil/sand etc. At any point of time tank farm areas should look neat and clean.
7. Cleaning of spilled oil underneath the conveyors in stenciling dept , barrel filling dept, barrel accumulation conveyor once in a month (preferably on first Saturday of every month or as per Plant requirement). Contractor has to undertake responsibility of removing rollers/conveyors required for safe working underneath the rollers/conveyors at the time of cleaning and refitting of the same after completion of work. No extra payment will be given on this account.
8. Clean the tanks at tank farm and blending floors (at ground, 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4th floor) including those at TUC from outside. This is to be done once in a month to the satisfaction of In charge Blending area. For cleaning use ladders/ bamboo scaffolding material. For this job, Officer In charge Blending / Pumphouse will directly supervise. This job includes all Base oil storage tanks, blending kettles, settling tanks, holding tanks, additive tanks (insulated or un-insulated) at Wadilube Main Plant, FO section , Grease section, Bunkering section. While working on top side of tanks contractor to ensure all safety precautions are adhered.
9. Clean all flooring of Blending (all floors), TUC, Pumphouse, Barrel filling section, Small pack filling section, stenciling area, warehouse area twice in week including all stair case (by removing stuck of soil / mud) lifts floor.
10. Clean once in a week top roof by a broom tied to a big bamboo for any spider net or loose dust etc off Blending, TUC, Upper / Lower warehouse, Barrel filling, admin building canteen call), Engineering Office, all Offices and rooms at all location.
11. Segregate wet and dry waste in labour / management and clerical canteen and cart away to designated places.
12. Clean main gates of LOBP, Grease, Bunkering, F.O.,PRC Godown and Main canteen once in 15 days thoroughly. Clean all display boards, notice boards and all types of plates giving names / messages at all sections of Wadilube Installation once in a month regularly.
13. To carry out above mentioned activities in various area of plant. Indicative manpower allocation will be as follows:

SR NO	DESCRIPTION AREA	FIRST SHIFT	SECOND SHIFT	GENERAL SHIFT
1	Admin building 1st floor (Nr Main gate),	-	-	1
2	QA Laboratory	-	-	1
3	Engineering, Boiler, Garage , Compressor, Weighbridge section area	-	-	1
4	Pump house, Tank lorry filling Gantry area	-	-	2
5	Stenciling/ Barrel filling Section, PLC room,MCC room	-	-	1
6	Blending Floor & 3rd floor	-	-	1
7	TUC section	-	-	1
8	Small pack filling section	-	-	3

9	Admin section (Dispensary to Despatch cabin + Mgmt canteen)	-	-	1
10	Lower warehouse + Workmen canteen area + workmen canteen	1	1	-
11	FO section and 2T section, PRC godown	-	-	1
12	FO section tank farm, Tank no 4	-	-	1
13	Bunkering section including tank farm	-	-	1
14	Grease section including godowns	-	-	1
15	Main Canteen (Amenity block area)	1	1	-
16	LOBP Tank farm, NPC godown area, Scrap yard area, Approach road to LOBP tank farm	-	-	1
17	All Admin facilities , Toilets at LOBP	2	1	-
18	Open warehouse including area not covered above	-	-	1

However as per Plant need, above mentioned manpower may be suitably reallocated shift wise area wise as per requirement by BPCL.

14. To carry out pre/post and monsoon jobs at Main Plant Wadilube Inst., FO section, Grease section, Bunkering Section, PRC Godown area  
Contractor is required to carry out following jobs;
  - a) Clean all the storm water/oil channels/drains thoroughly by removing dirt, external matter such as leaves, cotton waste, plastic bags fallen on the same.
  - b) During monsoon you will have to remove all the choked drains during entire monsoon period. in no case, any excuse is acceptable for any reason for any flooded drains/channels not getting cleaned more than an hour maximum. To keep sufficient resources stand by during whole monsoon period for immediate action of clearing chokes for water flooding.
  - c) Jobs pertaining to drain cleaning area as advised by Admin In Charge.
15. Grass cutting/ Dry vegetation cutting activity in tank farm area (Wadilube Inst Main Plant, Bunkering section, FO section, Tank no 4 area), Complete FO section area to be done at regular interval to keep the area clean and neat. Disposing the waste material to designated location in plant. No extra cost will be given to contractor on account of this activity.
16. Any other job pertaining to Housekeeping as instructed by Admin In charge from time to time.
17. Apart from Housekeeping, loading garbage, waste and debris from Plant Scrap Yard along with necessary tools , tackles etc. Carting away the same outside Plant area and dump at your cost and responsibility without giving rise to any complaint from outside/ BMC.
  - a. Contractor has to uplift the material as per instruction from Admin In Charge.
  - b. Carting away garbage, waste and debris collected at dust bin in a lorry on regular basis under instructions of Wadilube Inst Admin In charge. Standard debris collecting Lorry to be used and loaded to its full safe capacity.
  - c. Take the lorries outside and dump at your cost and responsibility without giving rise to any complaint from outside/ BMC etc.
  - d. Sometimes due to extra load, additional trucks shall be provided to lift the garbage and for which payment will be done as per filled no. of trucks basis.
  - e. Any other activity associated with the waste disposal activity as directed by the Admin In Charge.

## **SCOPE OF SUPPLY**

**BY BPCL :** All the material including cleaning equipment such as brooms, cloths, dusters, liquid soap and other items as felt necessary by the Officer In charge.

**BY THE CONTRACTOR:** competent workmens general upkeep, cleaning the area for the required time. Safety gadgets such as safety shoes, safety belts, hand gloves, hard hats, safety goggles etc. when working in the Plant and with machine. Workmen for loading garbage, waste and debris from Plant Scrap Yard along with necessary tools , tackles etc. Carting away the same outside Plant area and dump at your cost and responsibility without giving rise to any complaint from outside/ BMC. Safety gadgets such as safety shoes, hard hats, Hand gloves, Masks for workmen working in the Plant . Party has to ensure that his workmen follow all safety rules and regulations laid by Plant.

## **ANNEXURE – B**

### **TERMS AND CONDITIONS**

1. The period of the contract shall be 01 year from the date of award of the contract.
2. Successful contractor has to provide assistance at the location through the period of working hours of the plant for all the shifts on all working days. Kindly note that plant may work in extended hour basis and holiday basis to meet business requirement. Contractor has to ensure that assistance in general upkeep of the plant is provided as per above mentioned scope of Work in such cases. No extra payment will be made on this account. .Suitable communication will be given by BPCL to successful bidder in case of extended/holiday working.
3. If on any day particular job is not done as specified above, then based on discretion of BPCL officer in-charge equivalent amount of per days (man days) entitlement will be deducted as penalty. (Because had the man would have been present, the job would not have suffered).
4. Your bills will be paid on monthly basis after completion of the job. That means on very 1<sup>st</sup> of the next month, bill for previous month shall be put up. No advance payment on any account will be made.
5. Your bills submitted shall be supported with job certification report from Admin Officer.
6. You should also place one Supervisor at the Plant or he should be available on just a call for any job or complaint to be placed to the person to take calls. There should not be any excuse for not giving proper job requirement.
7. The contractor shall arrange all clothing, meals, protective gadgets (except helmet, hand gloves) viz. boiler suit and safety shoes, to and fro conveyance, lodging and boarding for his workers.
8. The monthly bill should be Submitted by 5<sup>th</sup> day of subsequent month along with proof of submission of challan towards EPF and ESI contributions for the previous month (*E.g.: Bill for service charges for the month of September 2016 to be submitted by (say) 01<sup>st</sup> -5<sup>th</sup> October 2016 along with attested copy of challans of EPF and ESI for contributions for the month of September 2016, which were deposited in October 2016*). The payment is not liable to be cleared unless the Agency satisfies the Corporation of having deposited Challans towards EPF / ESI contributions

and having made all required statutory compliance in respect of its contract labour(s) deployed at the establishment of the Corporation. The Corporation will be making the mandatory deductions, i.e., applicable taxes etc. from the payment due to the Agency at the applicable rates notified from time to time. Payment will be made monthly basis after completion of job for previous month and alongwith and according to certification of jobs performed with duly approved by Admin In charge of the Wadilube Installation.

9. **QUOTATION & VALIDITY OF RATE:** Please quote as per Schedule of rates attached. Rates offered should remain valid for at least 180 days from the due date.
10. **CENVAT:** BPCL is a manufacturing organization, hence enjoys CENVAT benefit, vendor if registered with service tax shall give necessary documents to enable BPCL to avail full credit of ST claimed by the Vendor.
11. **PRICE ESCALATION / DE-ESCALATION:** contractors are requested to offer their firm price for throughout the order period. i.e. there is no applicability of escalation/de escalation in rates.
12. **RISK PURCHASE:**  
Whenever a supplier fails to deliver the quantity/serves as stipulated in the delivery schedule, we reserve the right to cancel the order in part or in full and procure such quantity from any other sources at his risk, responsibility and cost of the supplier without prejudice to his rights and remedies under other clauses in this contract. We may also withdraw his name from list of approved suppliers/contractors.
13. **PENALTY CLAUSE**  
The Liquidated Damages would be recovered from the monthly bills of the Contractor in the case of non performing or underperforming various activities. The extent of non performance or underperformance will be based on the indicative throughput for various activities covered under scope of job/work and shall be limited to recovery of 5% of the monthly bill amount.  
  
**If on any day particular job is not done or in case of non deployment of manpower as specified above then BPCL reserves the right to deduct charge/payment equivalent to amount of man-day's entitlement as penalty.**
14. **ARBITRATION AND TERMINATION CLAUSE:**  
Arbitration Clause and Termination Clause will be as per attached specification.
15. **FORCE MAJEURE CLAUSE:**  
If at anytime during the continuance of the purchase order the performance in whole or part by either party of any obligation under the purchase order shall be prevented or delayed by reason of any war, hostility, act of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or Acts of God (hereinafter referred as event) then provided notice of the happening of any such event if given by either party to the other within twenty one days from the date of occurrences thereof, neither party shall by reasons of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non-performance.  
Deliveries under the purchase order shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of E.D. Lubes, Bharat Petroleum Corporation Ltd., as to whether the deliveries have been so resumed or not shall be final and conclusive. Provided further that the performance in whole or part of any obligation under the contract is

prevented/delayed by reason of any such event specified above for period exceeding sixty days, either party may at their option terminate the purchase order.

16. The contractor shall also be under obligation to deduct, contribute and deposit towards EPF and ESI contributions for all the contract labour (s) engaged by it. The Agency shall submit proof of such deposition in the form of attested copies of Form 6A (EPF—Annual return) by 30th April of the year and Form 6 (ESI – six-monthly returns) by 31st May and 30th November. The bill towards service charges for services rendered during a month should be submitted along with proof of submission of challan towards EPF and ESI contributions for the previous month. Any short payment noticed during the course of the contract shall be made good by the Agency, and the Corporation reserves its right to deduct any such amount equivalent to such short payment from the security deposit, in case of failure on part of the Agency to make good the default.
17. The contractor shall comply with the provisions of applicable Acts and Rules such as CL(R&A) Act 1970 and EPF & ESI Act, Payment of Wages Act, Minimum Wages Act or other statutory Rules, regulation with their latest amendments, bye-laws applicable or which might become applicable at Mumbai, Maharashtra state with regard to the performance of the work included in this contract from time to time and take such necessary steps as may be deemed necessary in this regard. The Agency shall keep the Corporation indemnified against all penalties, claims and liabilities of every kind or any violation of such Act, laws or Regulations etc. by it or its contract labour (s).
18. The contractor shall make regular and full payments of wages in accordance with the latest applicable Minimum Wages, and any other payments due to its contract labour(s), deployed under the aforesaid contract and furnish necessary proof for the same. Such payments are to be made by the 7th of every month in the presence of an authorized representative of the Corporation, who shall witness such payment and record the same in the Wage Register to be maintained by the Agency, in accordance with provisions of Contract Labour (Regulation & Abolition) Act, 1970.
19. The contractor shall provide canteen facilities for contract labour in accordance with the extant provisions of the Contract Labour (R&A) Act, 1970 and Contract Labour Central Rules, 1971. In an event the Corporation provides such an amenity, the Corporation shall be at liberty to recover expenses for providing the said amenity from the Contractor
20. **EMD** :The parties who are not registered with BPCL are required to submit along with their quotation a bank Demand draft in favour of **Bharat Petroleum Corporation Ltd.** for a sum equivalent to 5 % of total tendered value as Earnest Money Deposit (EMD) subject to minimum of Rs.5000/- and maximum of Rs.100000/-EMD will be returned to the unsuccessful tenderers within one month after due date from opening the tender. The EMD of successful tenderer will be retained till the commencement of the work. Thereafter the tenderer may opt to adjust the EMD against security deposit or request return of the EMD. The EMD details should be filled on the envelop in which the parties offer is enclosed. In case if you are registered under Small Scale Industries (SSI) / NSIC, EMD is not required. Vendors registered with BPCL are required to submit valid registration certificate with BPCL and valid SSI / NSIC certificate for in case you are not giving EMD.
21. The Agency shall not sub-contract the whole or any part of this contract to another person or vendor.

22. The agency should carry out the police verification of the workmen engaged for the job and the documents/ proofs of the same needs to be submitted to BPCL.
23. Agency should provide the medical fitness certificate of the workers to be engaged for the job. The certificate for the same to be obtained from registered medical practitioner.
24. Safety gadgets such as safety shoes, hard hats, helmets, uniforms, hand gloves etc. when working in the plant premises need to be provided by the contractor. Party has to ensure that his workmen follow all safety rules and regulations and wear PPEs like safety shoes, helmets, gloves etc as applicable while working in the plant. The successful contractor shall issue proper identity badges to their employees.
25. Party to engage supervisor for overall supervision of the work of the workmen of the Contractor and for co-ordination of the day to day activities and coordinating with BPCL officers. He should be able to maintain and upkeep all the records pertaining to the job.
26. The tenderer should study all the tender documents carefully and understand the conditions before quoting. If there are any doubts, he should obtain clarification. But, this shall not be justification for late submission or extension of opening date / time of the tenders.
27. The tenderer should quote for all items in the tender schedule, the rates should be expressed both in figures and in words; where discrepancy exist between the two rates expressed in words will prevail. Similarly, if there is any discrepancy between the unit rate and the amount, the unit rate will prevail.
28. The rate should be quoted in the same units as mentioned in the tender schedule.
29. Every page of the tender documents shall be signed by the tenderer or his authorized representative. Incomplete / conditional tender quotations or those received late and / or not conforming to the terms and conditions in the Tender documents, will be rejected.
30. **Special rights: BPCL reserves the right to :**
  - a. **Reject your offer without assigning any reasons thereof**
  - b. **Not to accept the lowest rate quoted by the tenderer**
  - c. **Cancel the tender or split the tendered quantities**
  - d. **Order part quantities on vendor.**
31. **GENERAL:**
  - a. We reserve the right to accept/ reject the whole or part of any tender without assigning any reason.
  - b. Before quoting visit site to get the idea of the job and site conditions.
  - c. Tenders not conforming to the terms and conditions prescribed in the tender documents will be rejected.
  - d. BPCL enjoys CENVAT on ED & VAT setoff benefits hence assessment of quotation will be done on net landed cost of the job.
  - e. Any new terms and conditions included by the tenderer shall not be considered and will not be binding on the corporation.
  - f. Details of tenderer's relationship with B P C L's directors should accompany the offer in the format enclosed (refer ANNEXURE D).
  - g. We shall evaluate the process capability, manufacturing capacity and quality systems at the supplier's unit at any time during the contract and would take appropriate action

including termination if it is found that the process /systems are not as per our requirement.

- h. In case of non-performance, Corporation retains the right to re-allocate the quantity in part or full to meet the requirements.
- i. The Corporation will have the right to reject any offer, which in our opinion is below the estimated rate worked out for any type of package included in the tender.
- j. Performance of the supplier during the contract would be a criterion for issuing future tenders.



## INFORMATION ABOUT TENDERERS

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

Sl.no	Particulars	
1	Name of firm / agency, Registered address of the firm / agency with Tel. No. ,Fax No. & e-mail address	
2	If firm, please state whether it is Sole Proprietor Partnership / Pvt. Ltd. Co. / Public Ltd. Co.	
3	Name of sole proprietor/ Names of Partners / Names of Directors with their addresses, contact Nos. (Please attach separate sheet)	
4	Name of person authorized to enter into and execute contract / agreement and the capacity in which he is authorized.	
5	Permanent Income Tax No& Income tax circle/ward/district in which vendor is assessed for income tax	
6	EPF Code No. (Copy to be enclosed)	
7	ESI Code No. (Copy to be enclosed)	
8	Details of current license from Labour Department ( A copy certified by C.A. to be enclosed) if any?	
9	Whether the firm is having branches at more than one place? If so, please furnish the details.	
10	No. of workers under the command of the firm and whether the firm would be able to provide required No. of labourers/workers & supervisor immediately after order	Yes / No
11	Experience data : (Copy to be enclosed)	Data Like other COY PO's / LOI's etc.
12	Declaration that no dues to be paid to Law Enforcement Authorities like EPF/ESI and no violation noted by Labour Enforcement.	Self declaration letter to be provided
13	Registration Certificate No. under the Bombay Shops and Estb. Act, 1948.	
14	Service Tax Registration No.	Yes / No. if Yes attach copy
15	Name and full address of your Bankers with Account No. & Bank Code No. for ECS	To be provided
16	Annual Turnover	To be provided
17	No. of workers / supervisors that would be deployed for attending the work.	No. currently employed with the Contractor & capability of max. no.of Labour supply to mentioned
18	Last three months PF/ESI/ S.T. payment receipt or challan (attach xerox copy)	
19	No complaint either from the workmen or from the Labour Commissioner regarding violation of Labour Law / Wages dispute etc. in the Plant.	Self declaration letter to be provided

## ANNEXURE – C

### ARBITRATION & TERMINATION CLAUSE

#### ARBITRATION CLAUSE

- a) Any dispute or difference of any nature whatsoever may claim, cross claim, counter claim or set off of the company against the contractor or regarding any right, liability, act omission or account of any of the parties hereto arising out of or in relation to this agreement shall be referred to the Sole Arbitration of the Director (Marketing) of the Company or of some Officer of the Company 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 Company 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 Company 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 terms of the agreement 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 company 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 person shall be entitled to proceed with the reference from the point at which it was left by his 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 company 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 there under for the time being in force shall apply to the arbitration proceedings under this clause.
- b) The award shall be made in writing and published by the Arbitrator within two years after entering upon the reference or within such extended time not exceeding further twelve months as the Sole Arbitrator shall be writing under his own hands appoint. The parties hereto shall be deemed to have irrevocably given their consent to the Arbitrator to make and publish the award within the period referred to herein above and shall not be entitled to raise any objection or protest thereto under any circumstances whatsoever.
- c) The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute before him. The arbitrator shall have all summary powers and may take such evidence oral and / or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Arbitration Act 1940 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.
- d) The parties against whom the arbitration proceedings have been initiated, that is to say, the Respondents in the proceeding shall be entitled to prefer a cross-claim, counter-claim or set off before the Arbitrator in respect of any matter an issue arising out of or in relation to the agreement without seeking a formal reference of Arbitration to the Director(Marketing) for such counter-claim, cross-claim or set off and the arbitrator shall be entitled to consider and deal with the same as if the matters arising there from has been referred to him originally and deemed to form part of the reference made by the Director (Marketing).
- e) 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.
- f) The arbitrator shall have powers to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties.

- g) The arbitrator shall be entitled to direct any one of the parties to pay the costs of the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require on or both the parties to deposit funds in such proportion to meet the arbitrators expenses whenever called upon to do so.
- h) The parties hereby agree that the courts in the city of Mumbai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the sole arbitrator hereunder shall be filed in the concerned courts in the city of Mumbai only.

#### **TERMINATION CLAUSE**

Notwithstanding anything to the contrary herein contained, BPCL shall also be at liberty at its entire discretion to terminate this agreement forthwith upon or at any time after the happening of any of the following events namely:

- a) If you commit a delay, breach or default of any of the terms, conditions, covenants and stipulations contained herein.
- b) Upon death or adjudication as insolvent if you are individual (this clause is to be suitably modified if business is carried on by partnership or by limited company or by a co-operative society).
- c) If any attachment is levied and continued to be levied for a period of seven days upon your effects.
- d) If you are involved in any criminal offence relating to Moral Turpitude.
- e) If a receiver is appointed of any of your property or assets.
- f) If the License issued to you by the relevant statutory authorities is cancelled or revoked.
- g) If you have made default in payment of any money of the BPCL without formal approval of the BPCL in writing.
- h) If you fail to adhere to the instructions issued to you by the BPCL from time to time in respect of the business condition herein.
- i) If you contaminate or tamper with the quality of BPCL's product given in you.
- j) If the ownership / tenancy of the premises from which you are carrying on the business is transferred / terminated for any reason whatsoever.
- k) If you, yourself or to your servant or agents commit or suffer to committed any act which in the opinion of the Executive Director (Lubes) of the BPCL is prejudicial to the interest or good name of BPCL or its products. Executive Director (Lubes) shall not be bound to give reasons to such decisions.
- l) The BPCL's right to terminate the contractual obligations under this clause shall be without prejudice to and without affecting any of its rights and remedies against you.

In the event of BPCL terminating this agreement under the provisions of this clause it shall not be liable to pay for any loss or compensation in respect of such termination. Without prejudice to the foregoing provisions or anything to the contrary herein contained either or the parties hereto namely you and BPCL shall be entitled to terminate this agreement on giving 90 days written notice to the other parties without assigning any reasons for such termination.

**ANNEXURE- D**

**CERTIFICATE FROM CONTRACTOR**

I certify that –

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

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

Organization	
Name	
Designation	
Signature & stamp /seal	
Date & Place	

## ANNEXURE - E

### SPECIAL TERMS AND CONDITIONS OF TENDER

- CONTRACTORS PARTY : The contractor's party should not consist of any one below the age of eighteen years.
- Copy of the recent registration certificate issued by the municipality, Labour Commissioner, ESI, EPF & Service Tax etc. as the case may be.
- A declaration to the effect that, no dues to be paid to Law Enforcement Authorities, like EPF/ESI and no violation was noted by Labour Enforcement Authorities and will abide by the provisions of Contract Labour Regulation and Abolition Act and as amended from time to time.
- A copy of the Service Tax Registration certificate is also to be submitted.

#### **REPRESENTATIVE OF THE CONTRACTOR:**

The contractor shall within 10 days after the execution of the contract / agreement, intimate names/addresses/ photo copies of Representative / Supervisor /Workers to be deployed for the services to the Admin Officer. Changing of Representative /supervisor / workers shall also be intimated to Admin Officer in time.

#### **SUB CONTRACTOR:**

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

#### **OTHERS :**

- a) The contractor shall arrange sufficient work force/manpower to carry out the job entrusted to him. Failure to arrange the requisite work force / manpower can be construed as breach of contract which may entail BPCL to terminate the contract or take any other action as may deem fit.
- b) The contractor should agree that the personnel so deployed on a contract basis and for all practical purposes are employees of the contractor and they will not be entitled for any of the privileges and benefits enjoyed by the employees of BPCL. The work force so deployed, will have no claim, directly or indirectly for regular employment or service conditions and any other benefit available to the employees of BPCL Wadilube.
- c) The contractor shall be fully responsible in all respect in case of injuries / accidents to this work force while on duty
- d) The contractor shall equip the work force with proper uniforms, identity cards and other accessories as deem fit for effective working.
- e) The work force posted shall be of good health, good character, amenable to discipline and should have necessary intelligence for carrying out the work.

### HEALTH SAFETY SECURITY AND ENVIRONMENT POLICY

The Successful tenderer has to abide the following as per applicable to BPCL Wadilube Location

1. HSSE Policy of BPCL Wadilube Installation
2. Fire Order of the location.
3. Work permit system should be followed strictly as per norms