



I&C TERRITORY (MUMBAI)
 4TH FLOOR, OLD ADMN. BLDG., NORTH BLOCK
 MAHUL REFINERY, CHEMBUR, MUMBAI -400074
 Telephone: 022- 25533431

Registered Office: Bharat Bhavan, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai -400 001

**NOTICE INVITING E-TENDER FOR OPERATION AND MAINTENANCE OF BUNKERING
 INSTALLATION AT JNPT.**

TENDER NO. BPC/I&C/MUM/03/JNPT OPS /2019	
(Published on: 13.03.2019)	
Tender Name:	e-Tender for Operation and Maintenance of Bunkering Installation at JNPT.
e-Procurement System No.	55014
Last date / time for submission of tender bids:	26.03.2019 at 14:00 hours.
Tender bids Opening on:	26.03.2019 at 14:30 hours.
Period of Contract:	Three months or earlier from 01.04.2019 with a renewal option of three months or earlier
Earnest Money Deposit (EMD):	Rs.1,00,000/- (Rupees One Lakh Only) Payable by DD in favor of BPCL, Mumbai
Tender Fee:	Rs 1180/- (Rupees One Thousand one Hundred eighty only) Payable by DD in favor of BPCL, Mumbai
Contact Person	DGM, MARKETING CO-ORDINATION, MUMBAI INDL Phone No. 022 – 25540270 / 25533431 / 9051224446



Limited Tender for Operation and Maintenance of BPCL Bunkering Depot, JNPT

INSTRUCTIONS TO TENDERERS FOR FILLING AND SUBMITTING TENDER:

E-bids are invited for Operation and Maintenance of Bunkering Installation at JNPT at the following address

Bharat Petroleum Corporation Ltd.
Bunkering Installation
Jawaharlal Nehru Port Trust
Near Liquid Cargo Jetty,
Sheva, Navi Mumbai – 400707
Dist: Raigad, Maharashtra

1. Eligible Tenderers are invited to submit their Bids in 2 parts. The Tender consists of the following documents to be submitted on-line
 - a) Technical Bid
 - b) Price Bid
2. All the documents associated with the 2 part Bid Tender (consisting of all the aforementioned annexures and documents uploaded by the Tenderer) and price Tender shall form the part of the tender. **The entire Tender shall be online only.** Documents to be submitted in both online as well as physical mode are mentioned below. General Instructions to Tenderers for e-tendering are as given in this tender.

Offers should strictly be in accordance with the tender terms & conditions and our specifications. Tenderers are requested to carefully study all the documents / annexures and understand the conditions, specifications before quoting the rates and submitting this tender. In case of doubt, written clarifications should be obtained, but this shall not be a justification for request for extension of due date for submission of Tenders.

3. **TENDER FEE:** All the Tenderers other than exempted category (MSE) are requested to submit Tender Fee of Rs. 1,180/- (Rupees One Thousand one hundred eighty only) vide a Demand Draft drawn on any nationalized / scheduled bank drawn in favour of BHARAT PETROLEUM CORPORATION LTD payable at Mumbai.
4. **EARNEST MONEY DEPOSIT (EMD) :** All the Tenderers other than exempted category(MSE) are requested to submit an interest free Earnest Money Deposit vide a Demand Draft drawn on any nationalized/ scheduled bank for an amount of Rs. 1,00,000/- (Rupees One Lakh only) drawn in favour of BHARAT PETROLEUM CORPORATION LTD payable at Mumbai.

Physical documents – DD and MSE certificate, have to be sent to below mentioned address and dropped in the tender box on / before the due date and time mentioned in the tender.

**TERRITORY MANAGER (I&C), MUMBAI
Bharat Petroleum Corporation Ltd.
4TH FLOOR, OLD ADMIN BLDG, NORTH BLOCK,
BPCL REFINERY, MAHUL, MUMBAI 400074**

Tender Fee and EMD should be submitted in physical form in a sealed cover addressed to TM INDL MUMBAI boldly super-scribed on the outer cover with:

- Tender Number
- Closing date / Time
- Name of the tenderer

Tenders received in system without Tender Fee and EMD or EMII Certificate in physical form shall not be opened in system and be summarily rejected.

BPCL will not be responsible for non-receipt of instrument(s) due to postal delay/loss in transit etc. Cheque, cash, Money Order, Fixed deposit Receipt etc. towards Tender Fee and/or EMD are not acceptable. Similarly, request for adjustment against any previously deposited Tender Fee / EMD/Pending Dues/Bills/Security Deposits of other contracts etc. will not be accepted towards Tender fee and/or EMD. Tender (s) received without the Tender Fee/EMD/EMII are liable to be rejected. Copy of the Tender Fee and EMD should be uploaded in the Tender Fee and EMD section of the tender.

EXEMPTION FROM EARNEST MONEY DEPOSIT:

Micro and Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises are exempt from Tender Fee and EMD for the item mentioned in the tender. Tenderer has to upload the EMII Registration Certificate as mentioned above to claim exemption for Tender Fee and Earnest Money Deposit (EMD) and copy of the document has to be sent to above mentioned address and dropped in the tender box on / before the due date and time mentioned in the tender.

EMD is liable to be forfeited in the event of:

- i. Tenderers withdraw or alter their Tender during the Tender validity period after opening the Tender
- ii. Non-acceptance of LOI / order, if and when placed.
- iii. Non-payment of Performance Bank Guarantee amount against LOI/ Purchase Order within the stipulated period mentioned in the tender (From the date of LOI / the Purchase Order whichever is earlier).

EMD will be returned to the successful Tenderers after award of the contract. For unsuccessful Tenderers the EMD will be returned after finalization of contract.

5. Tenderers shall submit a declaration (on the Tenderers letter head) to the effect that they are not currently serving any **Holiday Listing** orders issued by BPCL/ MOPNG debaring them from carrying on business dealing with BPCL/ MOPNG or serving a banning order by another Oil PSE.
Offers/ Tenders not accompanied with a declaration shall be incorporated in rejection criteria.
6. Please visit the website <https://bpcleproc.in> for participating in the tender and submitting your Tender online.
7. The online portion of the Tender shall have to be submitted through the e-procurement system on <https://bpcleproc.in> as per table below.
8. Additionally, it is mandatory for the Tenderers to submit the documents, as given in the below table, in physical form to the TM INDL MUMBAI in a sealed envelope at the following address:
TERRITORY MANAGER (I&C), MUMBAI
Bharat Petroleum Corporation Ltd.
4TH FLOOR, OLD ADMIN BLDG, NORTH BLOCK,
BPCL REFINERY, MAHUL, MUMBAI 400074

List of documents to be submitted

Sr. No.	Particulars	Submission on line	Submission of physical documents as part of Tech Tender.
1	Tender fee of Rs 1180/- by DD (of a Scheduled Bank only)	√	√
2	EMD of Rs 100,000/- by DD (of a Scheduled Bank only)	√	√
3	MSE registration certificate (as applicable)	√	√
4	Particulars of Tenderer as Attachment-1	√	
5	Tenderer's Covering Letter as per Attachment-2	√	
6	Details of relationship with BPCL Directors as per Attachment-3	√	
7	Bank Guarantee as per format in Attachment-4	√	
8	Self-attested copy of the Income Tax Returns for the previous three consecutive years 2015-16, 2016-17 and 2017-18	√	
9	Self-attested copy of audited Balance sheets and Profit and Loss statement for the previous three consecutive years 2015-16, 2016-17 and 2017-18	√	
10	Self-attested copies of Trading License or Firm / Company Registration Certificate.	√	
11	Proof of handling similar nature of work during last 3 years with any Oil Marketing Company	√	
12	Self-attested copies of PAN Card	√	
13	Self-attested copies of GST Registration certificate	√	
14	Copy of valid Provident Fund Registration Certificate	√	
15	Confirmation to provide minimum wages as per Minimum Wages Act.	√	
16	Holiday Listing declaration as per Attachment -5	√	
17	Draft of Operations and Maintenance contract as per Attachment -6	√	

18	All pages of the tender document duly signed by the authorised signatory and with seal, as acceptance of tender terms and conditions	√	
19	Indemnity Bond as per Attachment - 7	√	

14. The submission of online bid shall be up to **14:00 Hrs on 26.03.2019**.

15 The non-submission of full tender documents in as mentioned above will lead to rejection of the bid.

16. Bids submitted after the due date and time of closing of tender (i.e. after **14:00 Hrs on 26.03.2019**) 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 of Price Bid opening will be advised separately to the tenderers 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. Tenderer should offer their bids for all the items in the e-bid, failing which their commercial offer is liable to be rejected.

19. The online tender shall have to be submitted through the e-procurement system on <https://bpcleproc.in>.

20. 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 bid is allowed only through the e-procurement system on <https://bpcleproc.in>.

21. As a **pre-requisite for participation in the tender**, tenderers are required to obtain a valid **Digital Signature Certificate of Class IIB** and above as per Indian IT Act from the licensed Certifying Authorities operation under the Root Certifying Authority of India (RCIA) Controller of Certifying Authorities (CCA). **The cost of obtaining such Digital Signature Certificate shall be borne by the tenderer.** In case any tenderer so desires, he may contact our e-procurement service provider **M/s. E-Procurement Technologies Ltd.(ETL)** at their contact no. in **Mumbai , 022 – 65354113, 65595111 or Mr. Ajay Nandangi Mob. 8433615195** for obtaining Digital Signature Certificate.

22. Submission of e-tender documents:

Tenderers 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.

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

- i. Tenderers are advised to log on to the website (<http://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. Tenderers are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid. If the tenderer intends to change /revise the bid already entered, they may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
- iv. Bids / Offers shall not be permitted in e-procurement (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.

- v. **Tenderers shall submit price bids only through e-bidding and no physical documents with respect to price bids should be submitted. In case tenderer submits such physical documents for price bids, the same shall not be considered.**

In case of any clarification pertaining to e-procurement (e-bidding) process, the bidder may contact may contact our e-procurement service provider M/s. E-Procurement Technologies Ltd.(ETL) at their contact no. in Mumbai , 022 – 65354113, 65595111 or Mr. Ajay Nandangi Mob. 8433615195.

23. For clarification, if any, with respect to the tender conditions etc, please feel free to contact the following official on any working day between 10.00 am to 4.00 pm at the address given below.

Mr. Amit Kumar
DGM, Marketing Co-ordination, Mumbai Indl
Bharat Petroleum Corporation Ltd.,
4th Floor, Old Admin Block
BPCL Refinery, Mahul,
Mumbai – 400074
Phone no. 022-25540270 / 25533431 / 9051224446
Email: kumaram@bharatpetroleum.in

24. Tenderers shall submit a declaration (on the Tenderers letter head) to the effect that they are not currently serving any **Holiday Listing** orders issued by BPCL/ MOPNG debarring them from carrying on business dealing with BPCL/ MOPNG or serving a banning order by another Oil PSE. Offers/ Tenders not accompanied with a declaration shall be incorporated in rejection criteria

RATES:

- (1) The rates quoted shall be valid for a period of six months (180days). Once the tender is accepted and work awarded, the rates shall be valid for the entire contractual period. No Tenderer will be allowed either to withdraw or revise these offers after the last date of receipt of quotation.

ACCEPTANCE OF TENDER:

- (2) Incomplete / conditional tender quotations / quotations without EMD or inadequate EMD or those received late and / or not confirming to the terms and conditions in the tender documents will be rejected.
- (3) The Company reserves the right to accept or reject any or all the tenders in part or in totality without assigning any reason whatsoever and to re-tender or negotiate with any of / all the Tenderers or to withdraw/cancel/modify this tender in the manner the Company consider suitable.

**GENERAL TERMS AND CONDITIONS
(TO BE READ CAREFULLY BEFORE SUBMISSION OF THE TENDER)**

- a. Relatives 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 such as NRL, BORL etc., IOC or HPC or IBP 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.

- b. In the contract document as herein defined where the context so admits, the following words and expressions will have following meaning.
- (i) 'Company'/ 'BPCL' means Bharat Petroleum Corporation Limited, incorporated in India having its registered office at 4&6, Currimbhoy Road, Ballard Estate, Mumbai – 400 001 or their successors or assigns.
 - (ii) 'The Contractor' means the person or persons, firm or company whose tender has been accepted by BPCL and includes the Contractor's legal representative, his successors and permitted assigns.
 - (iii) 'The Work' shall mean the works to be executed in accordance with the contract or part thereof as the case may be and shall include extra, additional, altered or substituted works as required for the purpose of the contract.
 - (iv) The 'Contract Document' means collectively the Tender document, designs, specifications, agreed variations if any and such other documents constituting the tender and acceptance thereof.
 - (v) The 'Contract' shall mean the agreement between BPCL and the contractor for the execution of the works included therein all contract documents.
 - (vi) The 'Tender' means the tender submitted by the contractor for the acceptance by BPCL.
- c. Wherever rates are quoted 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.
- d. BPCL reserves the right, at their sole discretion, and without assigning any reason whatsoever, to:
- (i) Negotiate with any or all tenderer/s
 - (ii) Reject any or all tenders either in full or in part
- e. Tenders not meeting the tender terms & conditions or incomplete in any respect 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.
- f. BPCL does not bind itself to accept the lowest tender.

(A) SUBMISSION OF TENDERS:

1. Before submitting the tender, the tenderers are requested to read very carefully the terms and conditions laid down in the enclosed tender document. All the enclosed tender documents shall form part of the contract.
2. Any tender not conforming to the terms and conditions prescribed in the tender documents is liable to be rejected.
3. Counter terms and conditions will not be accepted.
4. All the papers of the tender form should be signed by the proprietor/legal partner or the director or authorized representative, as the case may be and the rubber stamp of the firm is affixed as token of your acceptance.

5. Your quotations should be submitted online before the due date. Tenderer or his representatives should personally deposit the sealed envelope containing the Tender Fee and EMD demand drafts, well before the closing date and time in particular tender box earmarked for this purpose. The Corporation will not accept any responsibility for delay in submission of these physical documents.
6. Tenderer should submit all the details and enclosures as has been asked. In case any of the information is not applicable to them. "Not Applicable" may be written against the para. Not submitting any information/enclosure sought may be the ground for rejecting the tender.
7. Any additions/deletions or changes in our format will not be accepted. This may be ground for rejecting the Tender.
8. Over-writing should be avoided. Corrections, if any, should be initialed by the tenderer.
9. Tenderers would be presumed to have acquainted themselves with the working conditions existing at the location, before submission of the tender.
10. Complete tender along with Tender fees / EMD should reach the given address before the due date and time as tender received after the due date or time for whatever reasons will be rejected forthwith
11. Tenders received without Tender fees / EMD/not meeting tender conditions/incomplete in any respect/or with modifications are liable to be rejected.
12. (a) EMD of Rs. 1,00,000 (Rupees One Lakh only) per tender by way of Demand Draft on any Scheduled Bank in favour of Bharat Petroleum Corporation Ltd. Payable at Mumbai should be submitted along with Tender.

(b) No interest is payable on the EMD.

(c) EMD of the unsuccessful tenderers will be refunded within 30 days of finalization of the tender. In case of successful tenderer EMD will be refunded only after completion of all formalities i.e. signing of agreement and submission of requisite Security Deposit to the Company.

(d) Unless otherwise specified in the contract the earnest money deposit of the contractor whose tender may be accepted, will be converted to Security Deposit for due performance of the contract. The Security Deposit will be retained till the completion of the work.

(e) EMD will be forfeited if the tenderer:
 - (i) Modifies/withdraws the offer during the validity period of 180 days from the opening date of tender.
 - (ii) Refuses to acceptance of the offer/award of business/Purchase Order or fails to furnish security deposit within the stipulated 15 days period.
(f) Cheque and/or request for adjustment of any pending dues or any other deposit of contractors will not be accepted as EMD.

(B) VALIDITY OF TENDER:

1. Offers should be valid for acceptance within a period of 180 days from the due date of the tender. Once the tender is accepted and work awarded, the rates shall be valid for the entire contractual period. No Tenderer will be allowed either to withdraw or revise these offers after the last date of receipt of quotation.

2. Any offer containing variation from our terms and/or counter condition is liable to be rejected.
3. Company reserves the right to accept or reject any or all tenders in whole or in part at their sole discretion, without assigning any reason or to negotiate with any or all tenderers as considered necessary. Acceptance of offer shall be valid only when advised by company in writing to the concerned successful tenderers.
4. Party shall attach valid Provident Fund Registration Certificate.
5. Party shall confirm to provide minimum wages as per minimum wages act as applicable. Party 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.
6. The successful Tenderer 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 successful tenderer and his men shall strictly abide by "No Smoking" and other Petroleum Regulations on the premises.
7. You will be liable for any loss or damage to the Corporation, Corporation's employees, your employees or to any third party resulting from fire, leakage, negligence, explosion accident or an account of any other cause in carrying out the work assigned to them and you shall indemnify and keep the Corporation indemnified for such amount as the Corporation may be called upon by law to pay. All labour, workmen and persons employed by you shall not be on account of the Corporation and shall be deemed to be your own labour so that no service conditions and/or payment liability in respect of such persons would be attached to the Corporation.
8. You will employ competent well-qualified and efficient employees and operators to ensure that the work is done correctly. Any loss or damage caused on account of your employees' negligence including any loss or damage caused in the process of their work or performance during any road or sea transport employed by them on account of theft, pilferage, default or any commission and / or omission shall be made good by you. Your employees and representatives inside the Corporation's Installation should conform to the Corporation's working rules.
9. In the event of your failure to carry out the work assigned to you within a reasonable time, you shall be liable to make good to the Corporation any extra expenses that may be incurred by the Corporation in making other arrangements for carrying out the work.
10. You will provide all the equipment and manpower required.
11. All or any goods on account of the Corporation in your custody or power at the time of termination of this arrangement by efflux of time or by notice to otherwise, shall be handed over to the Corporation and it will be your total responsibility to do so.
12. This arrangement shall not be assigned or transferred by you directly or indirectly without the written consent of the Corporation.
13. Party shall give proof for handling similar nature of work during last 3 years (Copy of Work order(s) /contract(s) /agreement(s) / work completion certificates (any one)) with any Oil marketing company.

14. Self-Attested copies of PAN, GST Registration Certificate, Certificate of Incorporation, Factory License or Shop and Establishment Certificate.

(C) PERIOD OF CONTRACT :

Period of contract shall be for a period of Three months or earlier from date of issue of LOI with a renewal option of three months or earlier on the sole discretion, on the same rates, terms and conditions. However, Company reserves the right to terminate this contract by giving one month advance notice without being liable to give any reason or pay any compensation.

(D) PRICES

1. The rates quoted by Tenderers shall be firm and subject to no escalation whatsoever, till completion of the order.
2. The rates should be quoted in Indian Rupees only. GST portion should be shown separately along with the quote.
3. The rates should include all elements envisaged by you. Appointment shall be made on lumpsum rates only and no revision shall be allowed thereafter till the end of the contract. The rules & regulations applicable at such locations shall be adhered by the Agency.
4. The Price Bid Format attached to this Tender Document is to be only used for submission of bids.

(E) PAYMENTS

1. Payments will be made in Indian Rupees within 15 days on the submission of bills complete and verified in all respect. GST as applicable as per Indian Laws, if any, will be reimbursed by BPCL.
2. No payment will be made towards any insurance of the men or machinery of the surveyors. In the event of any mishap, accident, injury, loss of property or life while carrying out the work the Tenderer shall keep the Corporation indemnified and no claim should be accrued to the Corporation in any manner whatsoever.

(F) SECURITY DEPOSIT

- a. The successful Tenderer, before commencement of the work, shall have to provide to the company, by way of security, a Bank Guarantee in the prescribed format for a value of **Rupees Ten lakhs**. The validity of the Bank Guarantee will be for the period of the contract plus claim period of 6 months thereafter.
- b. The security deposit will be retained till the successful completion of the work. No interest will be payable on security deposit.

(G) EXECUTION OF AGREEMENT

- a. The successful Tenderer shall, within 15 days of the company's communication to him of the acceptance of his tender, execute a formal agreement with the company on the company's format.

(H) DELAYS AND NON-CONFORMANCE

- a. In case our instructions are not adhered to in full/part, BPCL can cancel the order wholly or in part without any liability to cancellation charges and appoint another Surveyor. Their performance would be judged very closely on all parameters.

(I) ARBITRATION

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

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

(J) COMMENCEMENT OF WORK :

- 1. Successful tenderers before undertaking the work, would be required to confirm acceptance of PO within 15 days from the date of award of business / Acceptance of offer failing which, the EMD submitted by the Tenderer shall be forfeited and the award cancelled without giving further notice.
- 2. Whenever there is duplication of clause either in the terms and conditions or in the agreement, the clause, which is beneficial to the corporation i.e. BPCL will be considered applicable at the time of any dispute.
- 3. No unsolicited correspondence/queries will be entertained while the award of business is under consideration. Company inviting tender regret their inability to answer individual queries.

I/We have read the above Terms & Conditions and are acceptable to us, and we submit our quotation, taking into account all the conditions.

Signature : _____
Tenderer's Name : _____
Address : _____
Date : _____
Firm's Seal : _____

Technical bid

Attachment-1

Technical Tender

Attachment-1

PARTICULARS OF THE TENDERER

Sr. No	Particulars	Please provide information here.	
1	Name of the Firm of Tenderer:		
2	a. Registered Office Address: b. Address for Correspondence: c. E-mail address:		
3	Contact Details: Telephone No. : (with STD code) Fax No: (with STD code) Mobile No.:		
4	Status of Tenderer viz. Individual, Firm, (Proprietor, Partnership, Limited Co., Others (Please specify) etc.,		
5	Name/s of Proprietor/Partners/ Directors of the Company:		
6	a)Year of establishment		
	b) Registration no. / Trading License no:		
	c)PAN No.		
	d)PF Registration No.		
	e)ESI Registration No.		
	f) GST Registration No.		
7	a)Name of Bankers with full address		
	b)Style of account and Account No.		
8	Please provide previous 3 years annual turn-over in Rs. lakhs.	2015 - 2016	
		2016 - 2017	
		2017 - 2018	
9	Please provide previous 3 years Net worth in Rs. Lakhs	2015 - 2016	
		2016 - 2017	
		2017 - 2018	
10	Name/s of the authorized representative/s. (Please attach a copy of POA of the representative/s to sign on behalf of the Tenderer)		
11	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.		

12	Whether the Tenderer is existing dealer / distributor of BPC. If yes, please give details.				
13	Details of similar experience during past 3 years:	1) Name of Oil Co.			
		2) Contract reference no.			
		3) Period of Contract			
14	Manpower profile of the Tenderer	Name of the person	Qualification	Age	Experience
15	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 Tender.
- (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 Tender

Attachment-2

TENDERER'S COVERING LETTER

FROM:

M/s. _____

(Name and Address of the Tenderer)

To:

**TERRITORY MANAGER (I&C), MUMBAI
Bharat Petroleum Corporation Ltd.
4TH FLOOR, OLD ADMIN BLDG, NORTH BLOCK,
BPCL REFINERY, MAHUL, MUMBAI 400074**

**SUBJECT: LIMITED E-TENDER FOR OPERATIONS AND MAINTENANCE OF BUNKERING
INSTALLATION AT JNPT**

Dear Sir,

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 Tender documents, duly completed uploaded in bpcleproc site and sealed envelope (as applicable) as per details given here under:

Sr. No.	Particulars	Submission on line	Submission of physical documents as part of Tech Tender.
1	Tender fee of Rs 1180/- by DD (of a Scheduled Bank only)	√	√
2	EMD of Rs 100,000/- by DD (of a Scheduled Bank only)	√	√
3	MSE registration certificate (as applicable)	√	√
4	Particulars of Tenderer as Attachment-1	√	
5	Tenderer's Covering Letter as per Attachment-2	√	
6	Details of relationship with BPCL Directors as per Attachment-3	√	
7	Bank Guarantee as per format in Attachment-4	√	
8	Self-attested copy of the Income Tax Returns for the previous three consecutive years 2015-16, 2016-17 and 2017-18	√	
9	Self-attested copy of audited Balance sheets and Profit and Loss statement for the previous three consecutive years 2015-16, 2016-17 and 2017-18	√	
10	Self-attested copies of Trading License or Firm / Company Registration Certificate.	√	
11	Proof of handling similar nature of work during last 3 years with any Oil Marketing Company		
12	Self-attested copies of PAN Card	√	

13	Self-attested copies of GST Registration certificate	√	
14	Copy of valid Provident Fund Registration Certificate	√	
15	Confirmation to provide minimum wages as per Minimum Wages Act.	√	
16	Holiday Listing declaration as per Attachment -5	√	
17	Draft of Operations and Maintenance contract as per Attachment -6	√	
18	All pages of the tender document duly signed by the authorised signatory and with seal, as acceptance of tender terms and conditions	√	
19	Indemnity Bond as per Attachment - 7	√	

We attach herewith the following DDs:

1. **EMD** vide DD No. _____ dated _____ drawn on _____ (Name of the Bank) for Rs. 1,00,000 (One Lakh Rupees only) in favour of Bharat Petroleum Corporation Ltd., payable at Mumbai.

2. **Tender Fee** vide DD No. _____ dated _____ drawn on _____ (Name of the Bank) for Rs. 1,180/- (one thousand one hundred Eighty only) in favour of Bharat Petroleum Corporation Ltd., payable at Mumbai .

I am / we are authorized to sign this Tender as Proprietor or as per Power of Attorney issued by all other Partners / Directors.

Thanking you,

Yours Faithfully,

Signature / Seal of the Tenderer:

Name and Address of the Tenderer:

Place / Date:

FORMAT OF PRICE BID

- a. Tenderer shall submit Price Bids **online only** by e-Tendering through e-procurement system on <https://bpacleproc.in> under their login ID only.

Price offer in INR to remain firm during the period of contract.

SCHEDULE OF RATES

Sr. No.	Particulars	Rate per month in INR	Total Amount in INR for three months
1	Operation and Maintenance of Bunkering Installation at JNPT		
2	Applicable GST at the rate 18%		
3	Total Amount in Rs		

No bunkering operations are to be carried out during the period of the contract and hence are not to be considered.

1. The above format is only for reference purpose, to be submitted blank along with the other tender documents.
2. Actual price Bid to be submitted online only through e-procurement system on <https://bpacleproc.in> under their login ID Only.

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:

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
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 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
8. Mother's Mother	19. Brother (including Step Brother)
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:

(On Non-Judicial Stamp Paper as prescribed in the respective State)

BANK GUARANTEE

This Deed of Guarantee made this _____ day of _____, 2019 (Two Thousand and Nineteen) 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 _____ 2019 made between _____ therein and hereinafter described as the Supplier of the one part and the CORPORATION of the other part, the job as described therein had been awarded to the Supplier by the CORPORATION to be done on the terms and conditions contained therein.

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

AND WHEREAS on the request of the Supplier, 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 Supplier 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 Supplier 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 Supplier.
2. The judgement of the Corporation as regards the failure on the part of the Supplier 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 Supplier has failed to perform the agreement and/or to pay the sum which was payable by them in terms of the said agreement.
3. The Corporation shall have the fullest liberty without in any way affecting this guarantee and discharging the Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier and accordingly the Corporation shall be entitled to enforce against the Guarantor the Supplier's liability without initiating or enforcing its remedies against the Service Provider and notwithstanding that the securities, if any, hereinafter received from the Supplier 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 Supplier (whether or not pending before any arbitrator, officer, tribunal or court) or any denial of liability by the Supplier or any other order of communication whatsoever by the Supplier 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 Supplier 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 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 Supplier as mentioned hereinbefore recited agreement.
14. Notwithstanding anything contained hereinbefore the Guarantor's liability under this Guarantee shall be limited to the extent **of Rs. Ten Lakh Only** and unless any claim is lodged with the Guarantor at their office mentioned hereinabove by six 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:

**Holiday Listing Declaration
(On the letter head)**

Ref no:

To
TM INDL MUMBAI
Bharat Petroleum Corporation Ltd,
Mumbai

Subject: Holiday Listing.

We, M/s _____, herewith declare that currently we are not serving any Holiday Listing orders issued by BPCL/MOPNG debarring us from carrying on Business Dealings with BPCL/MOPNG or serving a banning order by another Oil PSE.

Place:

Date:

Signature:

Seal of the firm:

OPERATION & MAINTENANCE SERVICES AGREEMENT

(On Non-Judicial Stamp Paper as prescribed in the respective State)

This Operation and Maintenance Services Agreement (“the Agreement”) is made this --- day of ----- between :

BHARAT PETROLEUM CORPORATION LIMITED an Indian company incorporated under the Indian Companies Act, 1913 and having its registered office at “Bharat Bhavan”, 4&6 Currimbhoy Road, Ballard Estate, Mumbai 400 001 and Mumbai Territory (I&C) at 4th floor, Old Admin. Building, North Block, Mahul Refinery, Chembur, Mumbai – 400 074, (hereinafter referred to as ‘BPC’ which expression shall mean unless excluded by or repugnant to the context which include its successors and assigns.)

And

an Indian company incorporated under the companies Act, 1956, and having its registered office at (hereinafter to as which expression shall mean and include its successors and permitted assigns).

RECITAS :

- A. BPC has constructed and owns bunkering facilities at Sheva, JNPT Mumbai, Maharashtra (defined hereinafter as “the Terminal”)
- B. BPC to transfer and redeliver the products (defined hereinafter) by road to nominated location / customers.

NOW THEREFORE, in consideration of the premises and the mutual terms and conditions hereinafter set forth, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Agreement each of the following expressions unless repugnant to the context, shall have the meaning hereinafter assigned:

- a. “Agreement” shall mean this Operation & Maintenance Service Agreement and shall include reference to all Schedules and Annexure attached here to.
- b. “Date of Commencement of Operations” shall mean the first day after earlier of (I) the expire of the period of three weeks of the mobilization time, as described in Article 5 ; or, (ii) in the event of operator exercising the option to reduce the mobilization time as provided in Article 5, then the expiry of such reduced mobilization time, whatever is earlier.
- c. “Force Majeure” shall have the meaning set out in Article (20).
- d. “Governmental Approvals” shall mean all approval, consents, licenses, permits, notifications, concessions, sanctions, exemptions, acknowledgements, agreements, decisions and authorizations of the Government of India, Government of the State of Maharashtra and other statutory authorities, to operate and maintain the Terminal.
- e. “KL” shall mean kilo litre or 1000 litre at natural temperature. “MT” shall mean 1000 kilogram.
- f. “Maintenance / Repair Project” shall have the meaning assigned to it in Article 8.

- g. “Terminal” shall mean the oil terminal pursuant to the terms of this Agreement which will include nominated tanks, pumping and terminating facilities and other allied facilities provided at such bunkering terminal, Sheva all more fully described in Schedule II and delineated on the plan thereof.
- h. “Product Pipeline” shall mean the pipelines from Jetty to Terminal.
- i. “Nominated Tanks” shall mean the tanks, as further described in schedule II, comprised in the Terminal and used for terminal ling of Product received by Product Pipeline.
- j. “Officer-in-charge” shall mean the officer / personnel of BPC designated by BPC from time to time by written notification to operator for acting as an interface between BPC and operator for the purpose of performance of this Agreement.
- k. “Party” or “Parties” shall mean BPC and operator individually or collectively, as the context requires.
- l. “Product” shall mean products as per the Specifications set out in Schedule-I.
- m. “Mobilization Time” shall mean the time that operator will require from the date of execution of this Agreement to mobilize, recruit and train required staff to join their duties, as stipulated in Article 5.
- n. “Indian Standard Specification” shall mean the latest Product specification laid down by the Bureau of Indian Standards.
- o. “MOP&NG” shall mean the Ministry of Petroleum and Natural gas of the Government of India in New Delhi.
- p. “Provident Fund Scheme” shall mean the scheme a implemented in each state under the Provident Fund Act of the Government of India.
- q. “Operations(s)” shall mean any operation (all operations) carried out or to be carried out by operator in respect to the Terminal and Products pursuant to the Agreement such as ; to make storage space available, to take delivery of, to store – which shall deemed to include through pumping of the products, on or outside the premises, the movement and / or administrative handling of the Terminal and Products.
- r. DMR means Daily Movement Register, DSLR means Daily stock & loss record, TSLR means Tank stock loss record, PDN means Product Despatch Note.

1.2 Interpretation of Titles etc.

Unless otherwise stated or unless the context otherwise requires, in this Agreement :

- a. The titles or headings of the Articles in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.
- b. Singular shall include plural and vice versa wherever the context so admits or requires.
- c. Where a word or phrase is defined, other parts of speech and grammatical forms of the word or phrase shall have corresponding meanings.
- d. References to the recitals, Articles, Schedules and Annexures shall be references to the recitals, Articles, Schedules and Annexures of this Agreement.
- e. References to this Agreement shall mean and include an appropriate reference to the Schedules and Annexures hereto.

1.3 Expiration of Time Period

In case any time period stipulated in this Agreement expires on a day on which commercial banking institution in Mumbai are not open for business, then such time period shall stand extended and shall be deemed to be extended to the next day (after the day on which any such time period expires) on which commercial banking institutions in Mumbai are open for business.

- 1.4 If any of the provision of this Agreement or this application thereof to any person or circumstances shall become invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any such invalid and unenforceable provision may be replaced with such valid provision as most nearly reflects the original intent of the same.

2. ENGAGEMENT TO PROVIDE MANAGEMENT, OPERATION AND MAINTENANCE

2.1 Engagement

Subject to obtaining necessary approvals from the Government and statutory authorities, BPC hereby engages the services of operator and operator hereby agrees to provide terminalling services for operation and maintenance of the Terminal, subject to and on the terms and conditions contained in this Agreement.

2.2 Terminal Facilities

BPC represents that the facilities comprised in the Terminal have been built in compliance with all the relevant statutory regulations having applied relevant standards and good engineering practices and BPC has all the Government Approvals necessary and required for providing terminal ling services therefrom.

2.3 Permission to Use

BPC has constructed and is owning the bunkering facilities at JNPT & operator has been allowed by this corporation to enter the premises belonging to this Corporation only for a limited purpose i.e. for operating the terminal for the providing operation and maintenance services in handling of products on the terms and conditions as contained in this agreement. operator shall not claim / create any right, interest in the said premises and the facilities which comprises of the terminal erected /constructed thereon.

It is hereby recognized and confirmed that operator shall not be deemed to be in exclusive possession of premises comprising Terminal which are public premises within the meaning of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971.

2.4 BPC's Right to Inspect

Operator will permit, subject to reasonable notice, an authorized representative or the Officer-in-charge of the BPC to inspect the Nominated Tanks comprised in the Terminal for ascertaining the quantities therein and for inspecting the facilities and maintenance of records, as and when considered necessary. All costs for such inspections shall be borne by BPC.

2.5 Code of Discipline

Operator will, to the extent possible and subject to the terms and conditions of this agreement, endeavor to abide by and adhere to the code of discipline laid by BPC in regard to handling of products, provided that such code is not inconsistent with any applicable code of operator or the oil industry. BPC will explain and advise in writing to operator, from time to time the code of discipline to be so observed.

2.6 No Major Repairs

Operator shall not interfere with or attempt to repair or adjust the facilities comprised in the Terminal except for operation and maintenance purpose (details of the maintenance to be carried out by the operator provided in clause 7.1 of the contract) , and shall forthwith notify BPC immediately of the necessity of any major repairs/adjustments.

2.7 Timings

The depot shall be kept open on all days of the week between 8 AM to 5 PM with a lunch break of ½ hour. No overtime will be separately paid in any case.

3. SERVICES

3.1 Scope of Services

The services provided by operator shall be such as will serve the best interest of BPC at all times taking into account the stipulations laid down in this Agreement. The standard of conduct, service and dealings of operator with BPC, port authorities shall at all times be above reproach. The scope of terminalling services to be provided by operator pursuant to this Agreement shall be the following, and subject to mutual agreement such other services as may reasonably be required (from time to time) by BPC to be performed by operator :

The Terminal and its operation shall be managed and supervised by operator.

- a. For loading and unloading of tank lorries operating procedures as attached here to exhibit "A" shall be followed.
- b. To maintain and handle the premises / facilities comprised in the Terminal in accordance with prevailing national and international standards, keeping in view the normal wear and tear of the Terminal.
- c. To act as the custodian of the stored products on behalf of BPC, or third parties as the case may be.
- d. To carry out all the tank farm operations for transfer of the products
- e. Supervision and maintenance of the Terminal, including housekeeping and routine / minor repairs.
- f. To provide MIS, documentation and accounting and other reasonably requested documentation, including excise as per BPC standards and requirements.
- g. Operator shall liaise with JNPT / Excise / Customs / CISF and statutory and Govt. authorities like Factory Inspectors, PF, ESI Officers, etc. for smooth operation of the terminal. Operator shall ensure compliance with all laws and statutory regulations applicable to this Terminal. Operator will maintain all necessary Excise and Custom documents and directly deal with the Excise/Custom authorities, compliance of all rules and regulations will be their sole responsibility. Operator shall also obtain necessary approvals from Customs / Excise and other departments for moving in and moving out the products and also ensure renewal of license, B3 Bond, Form CT1, registration certificate etc.as required from time to time.
- h. To draw product samples from nominated tanks for quality control checks as required. All quality control and safety regulation as laid down by the BPC or under law shall be observed strictly.
- i. Operator shall provide necessary staff whether on contract or otherwise for the Terminal operation. This shall include security personnel for round the clock manning of the gates, patrolling of the Terminal premises, and checking all tank lorries, frisking visitors and staff etc.
- j. To provide all delivery and redelivery services on a 'first come first served' basis.
- k. Operator shall carry out necessary documentation in SAP related to product receipts & issue . BPC would provide necessary User ID for carrying out the same.
- l. Operator shall maintain adequate stock of medicines in the first aid box.
- m. Maintenance of Excise / Customs documents & timely submission of Excise returns will be the sole responsibility of the operator.
- n. The operator will liaise with all statutory authorities incl. Excise for smooth functioning & maintenance of Excise Registration (Export Warehouse) of the Depot.
- o. To keep the installation neat and clean and to maintain excellent housekeeping within and around the depot.
- p. To arrange for round the clock Watch & Ward arrangements of the depot. Operator to ensure adherence to Security guidelines as per BPC norms as advised from time to time by Officer Incharge.

All services are limited to the technical and operational possibilities of the facilities comprising the Terminal.

3.2 Operations – Practices

Operator shall perform the terminalling operation and maintenance services at the Terminal through trained competent staff. While performing its services, Operator shall comply with the operations practices (if any) communicated by BPC to operator from time to time.

Operator shall from time to time, furnish to the officer-in-charge the names of the persons designated by operator to perform various functions under this Agreement. Operator shall be responsible to bear the salaries, wages, overtime, etc, including their welfare measures as provided under the law and will be responsible for the same for its staff. Operator shall have the right to engage personnel / entities on a contract basis for performing certain activities and the description of such personnel / entities shall be furnished by operator to BPC from time to time where BPC have no role to play of any nature. It is clearly understood that salaries, wages and benefits of such staff and assistance shall be borne by operator alone and they shall keep BPC indemnified from any cost or claim in this regard. Operator shall provide safety gears for operating personnel and the uniforms.

4. QUANTITIES

4.1 Measurement

Operator shall measure the product delivered into the tanks as per Oil Industry norms and maintain the record accordingly as advised from time to time.

At the commencement of Operations of each working day, operator shall record the gauges of all storage tanks. The Stock accounting for day to day transactions shall be in terms of volumes at natural temperature, 15 degrees and metric tons in manual stock register/SAP system. Reporting and documentation for all receipts, storage and issue of product shall be done as per directives issued by BPC from time to time. Operator shall maintain and submit all accounting and other returns by due date as per the requirement of BPC.

Operator will maintain the DMR, DSLR and TSLR on day today basis. All product losses / gains on the receipt of product will be as per the difference between opening stock of the tank and closing stock of the tank under operation after delivering the product.

Operator will have to follow strictly the procedures adopted while decanting the tank lorries as per the EXHIBIT A. Any deviation of the above would be gross violation of the agreed norms and all liability arising out of the above shall be on operator's account.

All transit loss / gain shall be accounted as per the existing practices adopted for tanker / lorry decantation. Any abnormal operating loss / gain arising out of decanting these tankers / lorries in the said tank beyond permissible limit shall be brought to the notice of BPC immediately.

On day to day basis operator will advise BPC the daily despatches along with the loss / gain report at the end of the day either by E Mail or through fax / courier.

4.2 Presence During Measurement

BPC shall have the option to depute its personnel or the officer-in-charge for witnessing the loading operation in relation to the product. BPC & operator shall ensure that its representatives will comply with all safety regulations when present.

5. MOBILISATION

The parties recognize that operator shall require reasonable Mobilization Time to enable operator to, inter alia, recruit staff, provide for time required by such recruited staff to join their duties and

for their training. Accordingly, operator shall have Mobilization time of two (2) weeks from the date of execution of this Agreement. Operator shall, however, have the option to reduce the Mobilization Time to a period of less than two(2) weeks by giving notice thereof to BPC.

Upon expiry of Mobilization Time BPC shall hand over the Terminal to operator.

6. TERM

This Agreement shall come into force w.e.f. xx.xx.2019 thereof and shall continue for a period of three months or earlier, extendable thereafter for three months or earlier on same rates, terms and conditions with option on the part of BPC. However BPC reserves the right to discontinue the agreement by giving at least one (1) month prior notice in writing to the Operator.

7. STOCK LOSS

While operator will be solely responsible for operation losses, BPCL shall condone loss upto 0.1% of the throughput quantity calculated at 15 deg. centigrade. The throughput quantity means opening stock + receipt quantity. Any product losses beyond this shall be recovered on the monthly basis at the depot export price prevailing at JNPT on the date of loss incurred as per records.

MAINTENANCE / REPAIR PROJECTS/ASSOCIATED ACTIVITIES

7.1 Minor Maintenance/Associated Activities

- I. Operator will be solely responsible for the safe custody and handling of all stock and will account for them according to the procedures laid down by the company from time to time in SAP system.
- II. Operator shall be responsible for regular preventive, predictive, minor maintenance and testing of equipment / facilities in the tank farm, the pump house, the fire fighting facilities, the DG sets the fire pump and tank farm management systems at Terminal.
- III. To keep the installation neat and clean and to maintain excellent housekeeping within and around the depot.
- IV. To arrange for round the clock Watch & Ward arrangements of the depot.
- V. The operator will be required to engage/adopt full time service arrangement for daily Housekeeping & watch & ward.
- VI. The operator has to deploy trained manpower at the Depot , regular training to be imparted to the staff positioned to carry out critical activities. Training to cover important parameters like understanding product properties/associated hazard, Safe operating practices , usage of Fire Fighting equipments & their upkeep.
- VII. The following jobs are required to be carried out by the operator for ensuring safe operation at the depot :
 - a) All the Fire Fighting equipments like Fire Pumps , Hydrant , Monitor , Fire Extinguishers are to maintained regularly & have to be kept operational all the time.
 - b) Fire Engines to be operated on weekly basis as part of trial run & log books to be maintained.
 - c) Fire Water Tanks – level to be monitored on daily basis & replenishment of water to be done using service water.
 - d) All Hydrant & Monitor to be operated & maintained on monthly basis. Leak from glands /Valve to be arrested immediately.

- e) All Fire Extinguisher (DCP/Co2/Foam) to be maintained as per OISD 142 guidelines.
- f) All Fire Hoses/Nozzles/Hose Box have to be maintained & tested on Half yearly basis.
- g) All Fire Fighting equipments should remain accessible & in working conditions during emergency.
- h) The operator has to draw & put in place a Fire order at the depot involving all the staff involved in Depot operation. The activities has to be done in consultation with nominated officer of BPCL & involving BPCL- Liquid Cargo Jetty staff, CISF & JNPT Authorities.
- i) The operator has to conduct monthly mock drills based on the above plan to review preparedness/ short fall in combating emergencies. During the drill operator has to ensure operation of all Fire Fighting equipments.

VIII. The operator has to keep entire depot area free of grass/vegetation, for which grass cutting jobs have to be regularly undertaken.

IX. The following minor Depot maintenance works need to be undertaken by the Operator :-

- a) Attending & arresting all minor product leaks from Tanks / pipelines / Joints and pump glands / seals etc including change of seals, if any. - Frequency - Daily routine Checking & action as and when required
- b) Regular housekeeping & cleaning of Tank farm area / Pump house/Tank Lorry Gantry. Regular cleaning of Product Hoses & greasing of Gate Valves - Frequency Daily routine Checking & action as and when required.
- c) Maintenance of 10 KG DCP Fire extinguishers external cleaning and opening the cap for DC powder checking for caking etc and checking of 5 KG Co2 F E's. - Frequency Monthly
- d) Electrical Maintenance like wiring /replacement of FLP Switches in the office room and pump house. Replacement of Tube lights / bulbs / chokes / starters etc as and when required.
- e) Regular maintenance of LT Panel /Transformer /Local starter switches of equipments.
- f) Carry out periodic testing of all loading & decantation Hoses as per OISD 135 norms. (frequency : once in six month)
- g) Maintenance & periodic testing of Earth Pits as per OISD 137. (frequency Half yearly)
- h) Calibration of Pressure & Temperature gauges provided in the depot (frequency half yearly)
- i) Carry out half yearly checking of all motors for IR Value. Greasing of Motors Bearing to be regularly done. Replacement of any parts /bearings & rewinding of the Motor to be undertaken as & when required.
- j) Half yearly Preventive maintenance of all product pumps to cover jobs like strainer cleaning , coupling alignment etc. Replacement of mechanical Seal/Impeller etc. as per OEM's recommendation to be undertaken as & when required
- k) Replacement of all fuses/Indicator bulbs/relay as part of regular maintenance of Electrical system & to keep Electrical system in working condition throughout the Tender period
- l) Servicing of Air Circuit /HT Breaker, Testing of HT Breaker relays to be done on yearly basis. Batteries for HT/LT relays control to be maintained in working condition & to be replaced as & when required
- m) Yearly testing of Transformer oil/ de-hydration job / relays testing & replacement of Transformer Oil as & when required during testing

- n) Records pertaining to Equipment Log/ running , Periodic Maintenance, Testing & history recording to be maintained in letter & spirit
- o) Yearly testing of Pipe Line with product incl. Bunkering line of 12 & 8 inchs originating from Depot to the Jetty as advised by Officer – Incharge
- p) Preventive Maintenance Calendar & Schedule for all critical Equipments to be drawn in consultation with BPCL authorized representative/officer - Incharge

7.2 Major Maintenance

For each major maintenance not stated in Clause 7.1 & repainting of facilities, Operator shall prepare an annual project budget ('the Project Budget') which shall be made available to BPC. BPC will be responsible to undertake major maintenance to avoid any major shut down.

8. OPERATION & MAINTENANCE FEES AND OPERATING COSTS

8.1 Fees

The fees for the provision of the terminalling operation & maintenance services shall be payable by BPC to operator on a monthly basis and shall comprise of -

- a) Fixed Charges of Rs. per month plus GST will be paid to cover the operational cost.
- b) All other costs like water, electricity, telephone, lease rental, major maintenance charges of the Depot and statutory Levies will be borne by BPCL.

8.2 Payment Terms

Operator shall invoice monthly for the fees payable by BPC for the previous month. Such invoices shall be accompanied by supporting documents as per Article 3.1 (g). Invoices shall be due and payable within fifteen (15) days of receipt of the invoice by BPC.

Time shall be of essence for the purposes of this Article.

8.3 Taxes

The operating and maintenance fees set out in Article 8.1 is exclusive of all taxes, duties statutory levies, etc. which may be levied in relation to the provision of operation and management services by operator under this Agreement and which will be paid for by BPC at actual or reimbursed to operator, if paid by them. At present a 18% GST is levied on such contracts.

All taxes related to the ownership of Terminal shall be on BPC account and shall be settled with the relevant authorities directly by BPC.

8.4 Operating Costs

Operator shall maintain accurate and complete records of all its expenditures incurred in relation to the provision of operation and maintenance services under this Agreement. BPC shall have access to all such records at all reasonable times from the date on which such costs were invoiced to BPC and may at its expense conduct or have conducted on its behalf an audit of such records at any time.

9. **EMPLOYEES / CONTRACTORS ENGAGED BY OPERATOR**

- 9.1 Operator shall give in writing to BPC the names, addresses, designations and signatures of the persons designated by it from time to time, to perform the various functions contemplated by the Agreement.
- 9.2 Operator shall be responsible for and shall pay, if any, compensation to its employees payable under the Workmen’s Compensation Act, 1923 (“the said Act”) and the amendments thereto for the injuries / death caused to the workmen.
- 9.3 In every case in which by virtue of the provisions of Sections 12(1) of the said Act, BPC is obliged to pay compensation to workmen employed by operator in execution of the works, BPC will recover from operator the amount of compensation so paid, and without prejudice to the rights of BPC under section 12(2) of the said Act, BPC shall be at liberty to recover such amount or any part thereof by deducting it from any sum due from BPC to operator whether under this contract or otherwise.
- 9.4 BPC shall not be bound to contest any claim made against it under Section 12(1) of the said Act except upon operator giving to BPC full security for all the cost for which BPC might become liable in consequence of contesting such claim.
- 9.5 Operator shall be liable for all payments to its employees and in respect of all claims and liabilities of operator business and BPC shall in no event be liable or responsible for any payment and operator shall keep BPC indemnified against the same and from all proceedings in respect thereof.
- 9.6 Operator shall duly introduce the provident fund scheme and other applicable schemes to its employees, as required by law.
- 9.7 Operator shall observe and implement all the laws of the land and the rules framed there arising out of the Agreement and also be made applicable to the staff employed by it and BPC shall not be liable or responsible for any default that will arise out of non-observance of such laws, rules on the part of operator and operator shall indemnify and keep indemnified BPC against the same and from all proceedings in respect thereof.

10. **LIABILITIES OF OPERATOR**

- 10.1 Operator shall ensure that the Product is handled and the services are provided under this Agreement with reasonable care and skill and in accordance with good industry practice.
- 10.2 Without prejudice to operator’s rights under the provisions of the Agreement, operator shall not be liable for any claim arising from force majeure.
- 10.3 In the event that any loss or damage is caused to BPC and / or to third parties to whom BPC shall be liable for such loss or damage as a result of operator’s failure to provide the services or to handle the product in the manner agreed, or of operator’s negligence in rendering the services or in handling, receipt, storage and delivery of the product under this agreement, operator shall indemnify BPC against such loss or damage.
- 10.4 Without prejudice to the other provisions of the Agreement and in particular the provisions contained in Article 7, in the event of any claim against operator :
- a) Operator shall not be liable to BPC for any sum exceeding 100% of the total annual lumpsum fee as computed in accordance with Article 9.1; and
 - b) Operator shall not be liable for any loss of profit, consequential loss or any indirect loss or damage; and the claim shall be deemed to have been waived if BPC shall not have notified operator thereof within reasonable time after occurrence of the event giving rise to the claim.
- 10.5 If any claim shall have been made against operator by more than one person and operator shall be entitled to decide to pay compensation in respect of the claim, operator shall be entitled to decide to pay compensation among such persons according to the extent of proven loss or damage suffered by each of them.

11. LICENSE AND PERMITS

Operator shall with the active co-operation and assistance of BPC, if required apply for and use its best endeavors to obtain and maintain all licenses and permits required by operator in connection with the management and operation of the Terminal. All the required licenses shall be obtained in the name of BPC and BPC shall reimburse the expenses incurred for obtaining such licenses / permits.

BPC agrees to execute and deliver any and all applications and other documents and so otherwise co-operate to the fullest extent with operator in applying for, obtaining and maintaining such licenses and permits.

12. COMPLIANCE WITH LAWS AND REGULATIONS

Each party to this Agreement shall conform to all applicable provisions of every statute byelaws or regulations for the time being in force affecting this Agreement and will give all necessary notices and obtain requisite sanction or approval in respect of this Agreement under such statute, byelaw or regulations.

BPC and operator shall be responsible and obliged to inform and keep each other updated on any and all statutory compliance requirements, in relation to the terminalling and handling by operator of the product of BPC.

In case either party fails to do so the failing 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 of the applicable statute, laws and/or regulations.

13. INSURANCE

BPC undertakes to insure at its cost the products stored in the Terminal and the facilities that comprise the Terminal.

Both BPC and operator shall each, without limitation to their obligations and responsibilities under this agreement, secure and maintain insurance cover for liability under Public Liability Insurance Act 1991 for the Terminal.

BPC shall hold operator harmless from all claims by third parties against operator for damage paid to or owed to third parties :

- i) In connection with the product entrusted by BPC to operator or in connection with damage, costs and /or losses caused by BPC, by third parties called in by BPC, by persons who-whether or not in the employment of BPC or of third parties called by him – by order of or with the permission of BPC or on behalf of him are at the premises or in connection with the terminalling or the execution of operations in relation to the product; and
- ii) On account of damage, losses, costs and other consequences for those third parties, arising in any way whatsoever, in connection with Article 11 in so far and to the extent that operator is not liable.

Operator shall indemnify and keep indemnified BPC from all claims, losses, damages arising on account of any act or omission by operator, by persons who whether or not in the employment of operator, or of third parties called in by operator – by order of or on behalf of operator are at the premises or in connection with the terminalling or the execution of operations in relation to the product; provided, however and only to the extent that operator is liable in accordance of Article 11.

14. TERMINATION

14.1 Grounds of Termination

At any time after the date of execution of this Agreement, either party may terminate this Agreement. The said Agreement shall be terminated without assigning any reason for which operator shall not have any claim on such termination or upon the occurrence of one or more of the following events in relation to the other :

- a) a material breach of or failure to comply in any material respect with 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 thirty (30) days following written notice thereof by a party to the party in breach; or
- b) the appointment of any receiver, receiver and manager or administrator or order passed for the winding up or liquidation of that party or any material part of their undertaking.

15. ASSIGNMENTS

Neither party shall have the right to assign this Agreement, in whole or in part, or any rights thereunder 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. In case of assignment, this Agreement shall be binding upon the party's successors and assignees.

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.

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 is enforceable.

18. LANGUAGE

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

19. NOTICES

Any notice or other communication required or permitted under this Agreement shall be in writing and shall be given by hand delivery, overnight courier service, telex 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 operator to :Attention : The Proprietor
Telefax :

B. In case of BPC, TO :

Attention : Territory Manager (Industrial)
BHARAT PETROLEUM CORPORATION LTD.
4TH FLOOR, OLD ADMINISTRATIVE BUILDING
MAHUL REFINERY, CHEMBUR,

MUMBAI 400074
Telefax : 25540486/ 25540621

Any notice given under any provision of this Agreement shall be in the English language shall be signed by an authorized representative of the sender. Any notice shall be deemed duly given when received by recipient in complete and legible form at the address stated / provided above.

20. FORCE MAJEURE

20.1 Exceptions for Force Majeure

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 parties within a period of thirty (30) days of such occurrence and such notice includes reasonably satisfactory evidence of the Force Majeure event.

20.2 Definition of Force Majeure

1. 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 : Any act of God, act of war, rebellion, riot or civil commotion, insurrection, looting, blockade or embargo, act of the public enemy, strike, go slow, any kind of temporary or permanent suspension of work, action to work to rule, occupation, lock-out, sabotage, compliance with any regulation, measure, direction, order or request of any competent authority in India or person purporting to act therefore, mobilization, requisitioning, quarantine measure, epidemic, obstruction of access to the port of shipment, prohibition or restriction of import, export or transit, attachment or arrest of any property used for the delivery of the Goods or for the Operations, abnormally high prices, failure of or stagnation in the supply of power, fuel, transport or equipment affecting the availability of materials or labour necessary for the performance of the Agreement to a degree not presently existing and any other similar circumstances was :
2. Any fire, smoke, explosion, water used to extinguish fires, atomic nuclear reaction, burst pipe, flood breached bund, storm, peril of the sea, breaking adrift of any vessel from the Terminal, damage by aircraft or vessel, obstruction to shipping or roads that provide access to or egress from the Terminal or interruption of the Operations due to any cause whatsoever.
3. Any defect, inherent vice or natural property of the Goods, change in quality of the goods through the expiry of time, isomerization, polymerization or other chemical reaction, formation of sediment, dregs or lee, shrinkage, evaporation, condensation, mould or mildew, fermentation, rust, gasification, drying up, weighing loss, efflorescence, coagulation, freezing, melting, leakage, loss of weight, deterioration, decay, damage by vermin, damage caused by other goods any defect whether or not latent of the facility or its foundation, pipeline, pumps or jetties, or defective packaging, containers or means of transport used in respect of the goods, delay in the delivery of the goods, failure in or delayed arrival of packing materials, containers or means of transport used in respect of the goods or a third party's interference with the operations.
4. Any other circumstances that the operator could not reasonably have avoided, prevented or forestalled.

Should the event of Force Majeure continue for an uninterrupted period of thirty (30) days or more, then either party shall have the right to terminate this Agreement by a thirty (30) days' notice to the other and this Agreement shall terminate upon expiration of such thirty (30) days period if the force majeure event subsists.

21. ARBITRATION

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

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

22. JURISDICTION

(a) The parties hereby agree that the court in city of Mumbai alone shall have jurisdiction to entertain any application or any award/s made by the Sole Arbitrator or other proceedings in respect of anything arising under this Agreement.

(b) This Agreement covers entire understanding between the parties and no alteration / variation of any of the terms of this Agreement shall be valid unless made with the consent of both the parties and evidenced in writing duly signed by authorized representatives of both the parties.

(c) All notices and other communications to be given under this Agreement by either party to the other shall unless otherwise specifically agreed be given in writing by Registered Post or hand delivery against acknowledgement to the following addresses of the respective parties.

TERRITORY MANAGER (I&C), MUMBAI
4TH FLOOR, OLD ADMIN BLDG, NORTH BLOCK,
BPCL REFINERY, MAHUL, MUMBAI- 400074

EXECUTED by the parties as follows in two copies (two copies in English) at the place and date specified below :

For and on behalf of
Operator

For and on behalf of
Bharat Petroleum Corpn. Ltd.

WITNESSESS

WITNESSES

EXHIBIT : 'A'

PROCEDURE FOR LOADING & UNLOADING OF TANK LORRIES

1. Check for validity of the calibration Certificate, verify dip rod markings with Calibration Certificate & master dip rod, driving license and other safety fittings of the tanklorry.
2. Check for endorsement on driving license for transporting hazardous chemicals, and safety apparatus like safety shoe, helmet etc.
3. Check PDN quantity vis-a vis tanklorry capacity in case of receipt of the product.
4. Ask the crew to park the T/L on the level platform & allow ½ hour setting time before checking dip of the t/l.
5. Check seals of the T/Ls whether they are intact or broken.
6. Take sample from top as well as from discharge valves for checking density in order to ensure the quality.
7. Check for Water content by applying the water paste and also by removing 20/30 litres of product from each compartment of the tanklorry through discharge valves.
8. Check dips of each compartment of the tank lorry for assessing the shortages if any. The shortage should be assessed by topping up of the T/L with the product to the correct dip level. The shortage other than on account of temperature Variation would be debited to the transporter and the advice for the shortage should be sent promptly to document custody cell for recovery.
9. Check dip of the tank (nominated for receipt) before and after unloading each of the tank lorry and the record for the same should be maintained and available for inspection on demand by BPC.
10. Once the unloading is over, emptiness of the T/L should be checked from the top of Tank lorry with dip rod by a representative of the operator.
11. If the seals of the tank lorry found be broken, three samples from each compartment of the tank lorry to be drawn in the presence of T/L crew & obtain his signature on the label pasted on the sample bottles. One sample to be sent to R&D Lab. Sewree for testing the product, second sample to be handed over to T/L crew & third sample to be retained by the terminal. After collecting the samples, T/L will be again sealed in the presence of T/L crew and parked inside depot till test results are received. If the sample sent to Lab. Is passed, product can be unloaded at the terminal.
12. Incase product does not pass the test results, the same should be intimated to BPC who in turn would advise for disposal of the product.
13. While loading of the T/L, the T/L dip should be checked by a responsible person from the operator and should not be delegated to workmen / labour staff.
14. Before loading/unloading the following safety precaution should be observed.
15. Vehicle engine should be stopped
16. The tank, filling pipe & the chassis of the tank vehicle should be electrically bonded.
17. Correct hose pipe meant for loading / unloading should be used.
18. Wheels should be secured by brakes or scotching.
19. Driver & Cleaner should always remain present during loading & unloading of T/L.
20. Dip roads if used should be put into tank before loading of T/L starts.
21. Once loading/unloading is completed filling pipe, discharge faucet & dip pipe should be securely closed.
22. Driver & cleaner should be thoroughly frisked for any inflammable materials and match box inside the depot when T/L loading/unloading is in progress. Smoking is prohibited in & around the Depot area.

Any deviation in supplied quantity and received quantity would be communicated to BPCL on the same day after taking endorsement from the representative of the transporter.

INDEMNITY BOND / UNDERTAKING

(On Non-Judicial Stamp Paper as prescribed in the respective State)

From :

To : Bharat Petroleum Corporation Limited

Sub 1) Letter of intent for Operations of BPC Bunkering Depot, JNPT dt.
2) Agreement no dated

THIS INDEMNITY BOND/UNDERTAKING executed at Mumbai this day of by , having its registered office at , hereinafter called the Contractors (which expression shall mean and include, if the context so admits, the partners or partner for the time being of the Firm and their or his respective heirs, executors and administrators (its successors and assign in law) in favor of Bharat Petroleum Corporation Limited, a company incorporated under the Companies Act 1 of 1956 and having its registered office at Bharat Bhavan, 4&6 Currimbhoy Road, Ballard Estate, PB no 688 , Mumbai 400 001 (hereinafter called "The Corporation" which expression shall include its successors and assigns in law.

WHEREAS the Corporation, desirous of having executed certain work specified in the Letter of Intent for Operations of BPCL Bunkering Depot, JNPT dated issued by the Corporation on the Contractors describing, the work to be done prepared and the same have signed by or on behalf of the parties here to AND WHEREAS the Contractors have agreed in the said Work Order upon certain terms and conditions provided in the Agreement executed between the Contractors and the Corporation and also contained in the General Conditions of Contract attached thereto

AND WHEREAS the Contractors are bound by law to comply with the provisions of various Labour Laws like minimum Wages Act (Regulation of employment and conditions of Services) Act 1979. Contractors Labour (Regulation and Abolition) Act 1970, Workmen's Provident fund Act providing Provident Fund Scheme for laborers engaged by the contracts but in the event of violation of the provisions of various amenities and facilities to the workers under the different labour laws not only the Contractors but also the Corporation as the principal employer becomes liable for the acts of Commission and omission by the Contractors.

IT IS THEREFORE THE INTENT OF THIS INDEMNITY BOND/UNDERTAKING by the Contractor/s to indemnify and keep indemnified the Corporation as stated hereinafter:

1. The Contractors hereby agree, confirm and declare that they have fully complied will comply with the provision of various labour laws, particularly those referred to herein above and that o violation of the provisions of various amenities and facilities to the workers under different laws has been done by them in the event of any past or future violation of various labour laws the Contractor's shall indemnify and keep the Corporation duly indemnified against all losses, damages, costs , charges, expenses, penalties, suits or proceedings which the corporation may incur suffer or be put to.
2. Contractors hereby undertake to furnish a certificate with regards to the number of laborers employed by them in the Corporation in other organization throughout the country to the location in-charge of the Corporation where the work is undertaken by the contractors.
3. The contractors hereby confirmed state that they are duly registered under the Contract Labour (Regulation and Abolition) Act, 1970 s amended from time to time and they undertake to furnish a certified copy of the requisite License obtained by the Contractors from the competent authority to the Corporation's representative.

4. The contractors hereby undertake to keep proper record of attendance of his laborers, and will give opportunity to the officers of the Corporation to supervise the same and confirm upon the Corporations representative the right to countersign the said register. The Contractor shall provide a copy of the pay sheets to the Location In-charge of the Corporation nominated by the Corporation for supervision of the payment of wages made to the Labourers by the contractors and also confirm the right on the Corporations representative to supervise the payment of wages to the labourers on the spot.
5. The contractors state that they are fully aware of the provisions of the Provident Fund Act, particularly with regard to the enrolment of the labourers as a member of Provident Fund. The contractors further confirm that they are aware of the provisions that they are oblige to recover Provident Fund contribution from the eligible labourers engaged by them and after adding their own contribution, remit the same of RLPFC. The contractors site and confirm that they are fully aware of the obligation to remit the said amounts on account of Provident Fund to the RPFC within the prescribed period and they have obtained a separate code number form the RPFC which is bearing S/No MH/BAN/5961 from RPFC.
6. The contractors will afford all opportunities to the officers of the Corporations to verify that the Provident fund is actually deducted by the Contractors from the wages of the labourers and the same together with Contractors contribution has been duly remitted by the Contractors to the concerned PF Commissioner. The contractors also undertake to provide photocopy of the receipt issued by the Concerned PF Commissioner for having received the PF contribution from the Contractors.
7. In the event the Location in-charge of the Corporation is not satisfied about the payment of wages made and recover of PF etc., from the labourers employed Contractors, the Contractors hereby agree and authorize the Corporation to withhold the payment of their bills till the contractors complete all the obligation in this manner.
8. Notwithstanding the provision contained in this Clause 7, the Contractors hereby undertake and authorize the Corporation to recover dues payable by the Contractors do the labourers employed by them as also amount of PF contributions (including the contractors contribution) as also all loses, damages, costs, charges, expenses, penalties from the Bills and other dues including the security amount).
9. The Contactors hereby agree that the aforesaid indemnity undertakings are in addition to and not in substitution of terms and conditions in the Tender documents and the Work Order and also the Agreement executed by the contractors with the Corporation.

The contractors hereby confirm, agree and record that this letter of undertaking and indemnity shall be irrevocable and unconditional and shall be binding on their heirs, executors, administrators and legal representative's and shall ensure for the Corporation benefit and for the benefit of its successors and assigns

Yours faithfully,

Date

Witness (1)

Witness (2)