



I&C TERRITORY (MUMBAI) ,4TH FLOOR, OLD ADMN. BLDG., NORTH BLOCK  
 MAHUL REFINERY, CHEMBUR, MUMBAI -400074  
 Telephone: 022- 25533431 fax: 022- 25540621 / 25540486  
 (Registered Office: Bharat Bhavan, 4 & 6 Currimbhoy Road, Ballard Estate,  
 Mumbai -400 001)

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

<b>TENDER NO. BPC/I&amp;C/MUM/03/JNPT OPS /2017</b>		<b>CRFQ : 1000275286</b>
(Published on: 08.03.2017)		
<b>Tender Name:</b>	<b>e-Tender for Operation and Maintenance of Bunkering Installation at JNPT.</b>	
<b>CRFQ no.</b>	<b>1000275286</b>	
<b>Last date / time for submission of tender bids:</b>	<b>16.03.2017 at 15:00 hours.</b>	
<b>Tender bids Opening on:</b>	<b>16.03.2017 at 15:30 hours.</b>	
<b>Period of Contract:</b>	One year from date of issue of LOI or closure of Bunkering Installation, whichever is earlier	
<b>Earnest Money Deposit (EMD):</b>	Rs.1,00,000/- (Rupees One Lakh Only) Payable by DD in favor of BPCL, Mumbai	
<b>Tender Fee:</b>	Rs 1150/- ( Rupees One Thousand one Hundred fifty only) Payable by DD in favor of BPCL, Mumbai	
<b>Contact Person</b>	<b>Area Manager (Industrial), Mumbai</b> <b>Tel. 25533453</b> <b>Email : <a href="mailto:iyermv@bharatpetroleum.in">iyermv@bharatpetroleum.in</a></b>	



## **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.

1. Eligible tenderers are invited to submit their offer in a two-part bid for subject tender, The list of the documents is given in point no.13 below.
2. Please visit our website <https://bpclproc.in> for participating in the tender and submit your bid online. For viewing / downloading the tender document, please visit our website <http://www.bharatpetroleum.in/tender/tender.asp>.
3. Tender document fee of Rs 1150/- is payable.
4. EMD of Rs 1 lakh shall be refunded after placement of LOI/work order and its acceptance by successful bidder. Bidders will have to provide Bank Details of their Banker as per our format.
5. Non- Submission of Tender fee/EMD/Tender Document before the closing date & time of e-tender shall entail disqualification unless exempted for the parties as per tender condition.
6. The DD/Pay Order for EMD/Tender Document Fee should be in favour of Bharat Petroleum Corporation Ltd. payable at Mumbai, drawn on any of the Scheduled/ Nationalized Bank.
7. As per order issued by “ Ministry of Micro, Small and Medium Enterprises” on 23.03.2012 on “Public Procurement Policy for Micro, Small and Medium Enterprises ( MSEs) order 2012”, those who have registered with Director of Industries Centres or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises are exempted from paying tender fees and Earnest Money Deposit. Such bidders must produce a Notarised copy of MSE registration issued by any one of the authorities mentioned above, if they wish to avail exemption.
8. Bidder is advised to refrain from submitting any false, forged documents, the penalty for which shall be termination and EMD /SD submitted shall be forfeited.

EMD / SD will be forfeited if the bidder,

(i)Modifies/withdraws the offer during the validity period of 180 days from the opening date of tender.

(ii) refuses to sign the agreement on acceptance of the offer/award of business or fails to furnish security deposit within the stipulated 15 days period.

(iii) Cheque and/or request for adjustment of any pending dues or any other deposit of contractors will not be accepted as EMD.

9. Bidder is also advised to go through the tender documents carefully and understand the terms and conditions completely before quoting.

10. The Bid consists of the following documents to be submitted

- a) Credential / Technical Bid (Un-priced)
- b) Price Bid **ONLY on-line.**

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

12. It is mandatory for all tenderers to submit the documents in physical form (off-line documents) as detailed in the table below **in a sealed envelope** at the following address:

TERRITORY MANAGER (I&C), MUMBAI,  
BHARAT PETROLEUM CORPORATION LTD,  
4<sup>TH</sup> FLOOR, OLD ADMN BLOCK,  
BPCL REFINERY, MAHUL, MUMBAI 400074.

Sr. No	Particulars	Submission online only	Submission of Physical Document as part of Technical/ credential Bid in sealed Envelope.
1	Tender document	✓	
3	Particulars of Tenderer in Attachment-1	✓	
4	Copy of valid Provident Fund Registration Certificate	✓	
5	Tenderer's Covering Letter as per format in Attachment-3	✓	
6	Draft of Operations and Maintenance contract	✓	
7	Pro forma Bank Guarantee	✓	
8	Details of relationship with BPCL Directors as per format in Attachment-6	✓	
10	Proof of handling similar nature of work during last 2 years with any Public Sector Undertaking / Large organization.	✓	
11	Attested copy of the last 3 years Income Tax Return filed and the copy of PAN Card.	✓	
12	Attested copy of MSE registration Certificate, if applicable	✓	
13	Confirmation to provide minimum wages as per Minimum Wages Act.	✓	
	Tender Fee by DD of Rs. 1150/-	✓	✓ (envelope A)

	EMD by DD of Rs. 1,00,000/-	✓	✓(envelope A)
	Attested copy of MSME Registration	✓	✓(envelope A)
14	Indemnity Bond format	✓	

14. The submission of online bid shall be up to **15:00 Hrs on 16.03.2017.**

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 30.03.2016) 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://bpclproc.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://bpclproc.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://bpclproc.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 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 Murali Iyer  
Area Manager (Industrial)  
Contact Number: 022 – 25544352, 25533453  
Email id: [iyermv@bharapetroleum.in](mailto:iyermv@bharapetroleum.in)

#### **RATES:**

- (1) The rates quoted shall be valid for a period of six months (180days). Once the quotation is accepted the rates quoted shall be firm till the entire works are completed in all respects. No escalation in rates will be allowed till all the works are completed.

#### **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 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 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 2 to 3 years (Copy of Work order ) with any Public Sector Undertaking / large organization undertaking.)
14. Self-Attested copies of PAN, Service Tax Registration Certificate, Certificate of Incorporation, Factory Licence or Shop and Establishment Certificate.

**(C) PERIOD OF CONTRACT :**

Period of contract shall be for the **One Year**. Bharat Petroleum Corporation Limited, reserves the right to extend the same by one year at its 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. Service Tax 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. Service Tax 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, valid for a period of eighteen months from date of issue of LOI. The tenderer shall have the option to adjust the earnest money deposit towards security deposit if he so desires.
- 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**

- a. Any dispute or difference of any nature whatsoever any claim, cross-claim, counter-claim or set off to the Corporation against the Contractor or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this agreement shall be referred to the sole arbitration of the Director (Marketing) of the

Corporation or of some officer of the Corporation who may be nominated by the Director (Marketing). The contractor will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an Officer of the Corporation or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the corporation he had expressed views on all or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Director (Marketing) as aforesaid at the time of such transfer, vacation of office or inability to act may in the discretion of the Director (Marketing) designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be entitled to continue the arbitration proceedings notwithstanding his transfer or vacation of office as an Officer of the Corporation if the Director (Marketing) does not designate another person to act as arbitrator on such transfer, vacation of office or inability of original arbitrator. Such persons shall be entitled to proceed with the reference from the point at which it was left by predecessor. It is also a term of this contract that no person other than the Director (Marketing) or a person nominated by such Director (Marketing) of the Corporation as aforesaid shall act as arbitrator hereunder. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made thereunder for the time being in force shall apply to the arbitration proceedings under this clause.

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

**(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 : \_\_\_\_\_

**PARTICULARS OF THE TENDERER**

<b>Category:</b>	<b>SC</b>	<b>ST</b>	<b>GENERAL</b>
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(Please tick whichever is applicable)

<b>Sr. No</b>	<b>Particulars</b>	<b>Please provide information here.</b>
1	Name of Tenderer:	
2	a. Registered Office Address: b. Address for Correspondence: c. E-mail ID:	
3	Contact Details: Telephone No. : Mobile No.:	
4	Status of Tenderer viz. Individual, Firm, (Proprietor, Partnership Limited co. etc.)	
5	Name/s of Proprietor/Partners/Directors of the Company:	
6	Year of establishment Registration No. PAN No.	
7	Please provide previous 3 years annual turn-over in Rs. lakhs.	2013-14: 2014-15: 2015-16:
8	Whether the tenderer (Proprietor/Partners/ Directors of the Company) are related to (as defined under Companies Act 1956) any of Directors of BPC. If yes, please give details:	
9	Whether the tenderer is existing dealer / distributor of BPC. If yes, please give details.	
10	Whether the Tenderer has previous experience of carrying out similar jobs.	
11	Whether the Tenderer has ever been black-listed by any Oil Company. If yes, please give details: Name of the Oil Company: Year of black-listing:	
12	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 the information furnished above are true and open for verification at any time.

**Name of Authorised Signatory:**

**Signature of Authorised Signatory:**

**Date / Place:**

## FORMAT OF PRICE BID

### SCHEDULE OF RATES

Sr. No.	Particulars	Rate per month in Rs	Total Amount in Rs
1	Operation and Maintenance of Bunkering Installation at JNPT		
2	Applicable Service Tax at the rate.....		
3	Total Amount in Rs		

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

SIGN AND STAMP OF VENDOR / CONTRACTOR

DATED

**TENDERER'S COVERING LETTER****FROM:****M/s.** \_\_\_\_\_\_\_\_\_\_  
(Name and Address of the tenderer)**To:****Territory Manager (Indl), Mumbai**  
BHARAT PETROLEUM CORPORATION LTD,  
4<sup>TH</sup> FLOOR, OLD ADMN BLOCK,  
BPCL REFINERY, MAHUL, MUMBAI 400074**Dear Sir,****Sub: E-TENDER NO. BPC/I&C/MUM/03/JNPT Ops /2017**

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

We hereby submit the following credential / technical bid documents, duly completed and and shall submit all such physical document, if job is awarded to us.

**PI tick "Y – For Document enclosed; N – For Document not enclosed".**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Submission online only</b>	<b>Submission of Physical Document as part of Technical/ credential Bid in sealed Envelope A.</b>
1	Tender document	✓	
2	Particulars of Tenderer in Attachment-1	✓	
3	Copy of valid Provident Fund Registration Certificate	✓	
4	Tenderer's Covering Letter as per format in Attachment-3	✓	
5	Copy of Service Tax registration certificate	✓	
6	Details of relationship with BPCL Directors as per format in Attachment-6	✓	
7	Proof of handling similar nature of work during last 2 years with any Public Sector Undertaking / Large organization.	✓	
8	Attested copy of the last 3 yrs Income Tax Return filed and the copy of PAN Card.	✓	
9	Attested copy of MSE registration Certificate, if applicable	✓	
10	Confirmation to provide minimum wages as per Minimum Wages Act.	✓	

11	Tender Fee by DD of Rs. 1150/-	√	√ (envelope A)
12	EMD by DD of Rs. 1,00,000/-	√	√ (envelope A)
13	Attested copy of MSME Registration	√	√ (envelope A)

1. **EMD** vide DD No.\_\_\_\_\_dated \_\_\_\_\_drawn on \_\_\_\_\_(Name of the Bank) for Rs. 1,00,000 in favour of BPCL, payable at Mumbai.

2. **Tender Fee** vide DD No.\_\_\_\_\_dated \_\_\_\_\_drawn on \_\_\_\_\_(Name of the Bank) for Rs. 1,145/- in favour of BPCL, 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 as per Attachment-8.

Thanking you,

Yours Faithfully,

**Signature / Seal of the Tenderer:**

**Name and Address of the Tenderer:**

**Place**

**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 / Central / State Government.

Name of the employee; Name & designation of the officer of the Corporation /Central / State Government:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Place: Signature & Seal

Date:

Strike off whichever is not applicable.

**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: Signature & Seal

Date:

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.

(Pl refer to the enclosed list of relatives)



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



Declaration by Bidders regarding Holiday Listing status.  
(on Tenderer's letter head)

To,

Territory Manager, (Indl) Mumbai.  
M/s Bharat Petroleum Corporation Ltd.,  
Mumbai.

Subject : Regarding Holiday Listing Status.

Sir/Madam,

We are participating in Tender no : **BPC/I&C/MUM/03/JNPT OPS /2017**

We would like to declare that we / our firm / our Company / is currently not served with any "Holiday Listing" orders issued by BPCL or MOPNG debarring us / our firm / our Company from carrying out business dealing with BPCL/MOPNG or serving a banning order by another Oil PSE.

Thanking you,

Name and Signature

Name of the firm.

Place:

Date :

Seal of the firm.

## **OPERATION & MAINTENANCE SERVICES AGREEMENT**

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 Raod, Ballard Estate, Mumbai 400 001 and Mumbai Territory (I&C) at 4<sup>th</sup> 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 (21).
- 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 terminalling 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.

#### 5.1 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.2017 thereof and shall continue for a period of one year, extendable thereafter for one more year 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 two (2) 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 BPCCL 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 service tax 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 BPCCL.

### 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 15 % service tax 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 there of 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.  
4<sup>TH</sup> 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**

- a) Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of the Company against the Licensee or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this agreement shall be referred to the Sole Arbitration of the Director (Marketing) of the Company or of some Officer of the Company who may be nominated by the Director (Marketing). The licensee will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an officer of the Company or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the Company, he had expressed view on all or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Director (Marketing) as aforesaid at the time of such transfer, vacation of office or inability to act may in the discretion of the Director (Marketing) designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be entitled to continue the arbitration proceedings notwithstanding his transfer or vacation of office as an officer of the Company if the Director(Marketing) does not designate another person to act as arbitrator on such transfer, vacation of office or inability of original arbitrator. Such person shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the Director (Marketing) of the Company or a person nominated by such Director (Marketing) as aforesaid shall act as arbitrator hereunder. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder for the time being in force shall apply to the arbitration proceedings under this clause.
- b) The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute, before him. The arbitrator shall have all summary powers and may take such evidence oral and/or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Indian Arbitration & Conciliation Act 1996 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.
- c) The parties against whom the arbitration proceedings have been initiated, that is to say, the Respondents in the proceeding, shall be entitled to prefer a cross-claim, counter claim or set off before the Arbitrator in respect of any matter in issue arising out of or in relation to the



Agreement without seeking a formal reference of arbitration to the Director (Marketing) for such counter-claim, cross claim, or set off and the Arbitrator shall be entitled to consider and deal with the same as if the matters arising therefrom has been referred to him originally and deemed to form part of the reference made by the Director(Marketing).

- d) The arbitrator shall be at liberty to appoint, if necessary any accountant or engineering or other technical person to assist him, and to act by the opinion so taken.
- e) The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims of cross claims of the parties.
- f) The arbitrator shall be entitled to direct any one of the parties to pay the costs to the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the arbitrators expenses whenever called upon to do so.
- g) The parties hereby agree that the courts in the city of Mumbai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator hereunder shall be filed (if so required) in the concerned courts in the city of Mumbai only.

## **19. 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  
4<sup>TH</sup> FLOOR, OLD ADMIN 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 toping 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. In case 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 rods 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.



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)

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

### BANK GUARANTEE

1) In consideration of Bharat Petroleum Corporation Limited having its registered office at Bharat Bhavan, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai 400 001 (hereinafter called "The Company" having agreed to exempt M/S \_\_\_\_\_ (Hereinafter called "the said Operator(s)") from the demand under the terms and conditions of an Agreement dated \_\_\_\_\_ made between \_\_\_\_\_ the Company \_\_\_\_\_ and the Operator(s) \_\_\_\_\_ for (hereinafter called "the said Agreement") of the Security Deposit for the due fulfilment by the said Operator(s) of the terms and conditions contained in the said Agreement on production of Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), We \_\_\_\_\_ (name of Bank) (hereinafter referred to as "Bank") at the request of M/s \_\_\_\_\_ (Operator) do hereby undertake to pay to the Company an amount not exceeding Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Operator(s) of any of the terms and conditions contained in the said Agreement.

2) We \_\_\_\_\_ (name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reasons of breach by the said Operator(s) of any of the terms and conditions contained in the said agreement or by reason of the Operator's failure to perform the said Agreement. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

3) We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Operator(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability under this guarantee for payment there under and the Operator(s) shall have no claim against us for making such payment.

4) We \_\_\_\_\_ (name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Company under by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Operator(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_ we shall be discharged from all liabilities under this guarantee thereafter.

5) We \_\_\_\_\_ (name of Bank) further agree with the \_\_\_\_\_ Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Operator(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Operator(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and shall not be relieved from

our liability by reason of any such variation or extension being granted to the said Operator(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Operator(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

6) This guarantee will not be discharged due to the change in the constitution of the Bank or the Operator(s).

7) We \_\_\_\_\_ (name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2017.

For \_\_\_\_\_  
(Indicate name of the Bank)