

NIT ref.. : BPCL / SR / New POL Depot / Gooty / A.P./ 2013-14

Chennai Bharat Petroleum Corporation Limited

**SUB: NOTICE INVITING TENDER FOR OPERATIONS AND MAINTENANCE OF BPCL's POL
DEPOT at GOOTY, Andhra Pradesh**

(RECEIPTS, HANDLING & DESPATCHES OF PETROLEUM PRODUCTS)

Technical and Commercial Bid

Techno - Commercial

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Bharat Petroleum Corporation Limited
(A Government of India Enterprise)

I. Notice Inviting Tender

Sealed envelopes for items rate are invited under two-bid system from eligible bidders as per following details:

Tender No. : BPCL / SR / New POL Depot / Gooty / A.P./ 2013-14	
Job:	Operations and Maintenance
Last date & time for submission of tender	: 18.07.2013 15.00 hrs

Details of the tender shall be available on our website <http://www.bharatpetroleum.in> → Energising Business → Tenders → Search Tenders by category → Retail Logistics-South → Tender No. BPCL / SR / New POL Depot / Gooty/ A.P./ 2013-14. The details can also be viewed on <http://eprocure.gov.in>

which may be downloaded.

Detailed Notice Inviting Tender (NIT)

Name of the Work: **OPERATIONS AND MAINTENANCE OF BPCL's POL DEPOT at GOOTY, Andhra Pradesh**

Sealed tenders under two bid system are invited in two bid system from eligible Indian bidders on behalf of Bharat Petroleum Corporation Ltd (BPCL).

Name of the work	Contract period
Operations and Maintenance of POL Depot at Gooty in A.P.	<u>Total 60 (sixty) months</u>

Details of the tender shall be available on our website <http://www.bharatpetroleum.in> → Energising Business → Tenders → Search Tenders by category → Retail Logistics-South → Tender No. BPCL / SR / New POL Depot / Gooty/ A.P./ 2013-14. The details can also be viewed on <http://eprocure.gov.in> which may be downloaded.

The bidder has to ensure that the tender document is strictly as per the order indicated in the index and the offer submitted so, will be considered for evaluation only if it is accompanied with the requisite EMD.

1.0 **Earnest Money Deposit (EMD):**

The tenderer has to submit EMD by way of Demand Draft of Rs 25 lakhs (Rupees Twenty five Lakhs Only) along with the Technical/ Unpriced Bid, in favour of M/s Bharat Petroleum Corporation Ltd., payable at Chennai

The Demand Draft for EMD should be drawn on any Scheduled Bank only.

(b) Cheques, cash, Money orders, Fixed Deposit receipts, Bank Guarantees etc., towards EMD are not acceptable. Similarly, request for adjustment against any previously deposited EMD/Pending Dues / Bills / Security Deposits of other contracts etc, if any, will not be accepted towards EMD.

(c) Exemption from EMD:

Units registered with National Small Industries Corporation (NSIC) are exempted from payment of EMD, subject to:

- The Unit being registered with NSIC for the item tendered.
- Registration certificate being valid as on due date of submission.

- Technical /Un priced Bid is accompanied by a photocopy of valid NSIC Registration Certificate/Review certificate duly attested by a gazetted officer / notarized.

Photocopy of application for registration as NSIC or for renewal of NSIC will not be acceptable. Such offers will be treated as offers received without EMD.

- (d) Registration with DGS&D will not entitle the Tenderer to claim exemption from payment of EMD.
- (e) The EMD is liable to be forfeited, in the event of:
- (i) Withdrawal of offers during the validity period of the offer. This is applicable even in case the Tenderer withdraws his/their offer before opening of the Price Bids.
 - (ii) Non-acceptance of LOI and/or Orders, if and when issued/placed.
 - (iii) Non-confirmation of acceptance of LOI and/or Orders, within the stipulated time after issuance/placement of LOI/Orders.
 - (iv) Any unilateral revision in the offer made by the tenderer during the validity of the offer.
 - (v) Non-execution of agreement after acceptance of the LOI/order for any reason, whatsoever.
 - (vi) Non-payment of Security Deposit / Caution Deposit against LOIs / Purchase Orders within the stipulated period of 15 days from the date of LOIs/ Purchase Orders, whichever is earlier.
 - (vii) Failure to comply with the Guidelines / Statutory requirements and/or Requirements suggested by BPCL within 60 days / time stipulated while issuing LOI.
- (f) EMD will be refunded to all the unsuccessful tenderers after finalisation of the Tender. For successful tenderers, refund will be made only on payment of Security Deposit against LOI/ Purchase Order placed. EMD shall not bear any interest and shall be refunded by cheque/e-payment. While claiming refund, the original Cash Receipt issued by BPCL must be surrendered.

2.0 Bid -Qualification Criteria:

Bidders, who themselves or if any Affiliate of theirs:

- (1) possess a license from the Govt. of India for marketing of transportation fuels, or
- (2) have put up retail outlets (petrol pumps) in India either directly or through their

subsidiary, affiliates or sister concern for sale of Motor Spirit and/or High Speed Diesel,

are not be eligible to participate in the Bid/ Tender.

The term –Affiliate|| of a Bidder shall mean any person, firm, company or legal entity which:

- (a) Controls either directly or indirectly the Bidder, or
- (b) Is controlled directly or indirectly by the Bidder; or
- (c) Is directly or indirectly controlled by a person, firm, company or legal entity which directly or indirectly controls the Bidder.

–Control|| means actual control or ownership of more than 50% voting or other controlling interest (whether through the right to appoint the Board of Directors or otherwise) that gives the power to direct, or cause the direction of, the management and material business decisions of the controlled entity.

Bidder needs to mandatorily qualify for each of these conditions:

2.1 Technical Criteria:

1. Bidder should have experience For a minimum of two continuous years during last seven years in operation of atleast one POL terminal involving receipt, storage and delivery of tank lorries with associated facilities including fire fighting system.

Evaluation of the bids will be done based on any one documentary proof

- (a) Work Order/Contract Agreement copy/ Letter from Clients/. In support of above along with details of facilities being operated by the bidder.
- (b)

2. Bidder should have achieved a Minimum Throughput of **1.0 LAKH KL/YEAR** in handling class A/B Petroleum products across all its locations

Evaluation of the bids will be done based on any one documentary proof

- (b) Letter from Clients regarding experience for the period as indicated in Clause 2.1.1.
- (c) Audited Annual Report/Letter from Statutory Auditors for 3 years 2009-10, 10-11 and 11-12

Bidder should have experience in operation of at least one installation with storage capacity of Min 20000 KL (Class A/B) or two installations with storage capacity of Min 12500 KL(A/B) each or three installations with storage capacity of Min. 10000 KL (Class A/B) each.

Evaluation of the bids will be done based on following documentary proof.

Customs/Excise documents/PERSO license in the name of the bidder/client with link documents.

2.2 Financial Criteria

1. Average Annual Financial Turnover during the last 3 years, ending 31st March 12, shall be not less than Rs.1 Crore.
2. Net worth of the bidder shall be positive based on audited balance sheets for the year 2009-10, 2011-12 & 2010-11 duly indicating the net worth of the bidder.

If the documents i.e. Purchase Order/ Balance Sheets submitted by the bidder for BQC compliance are in foreign currency, then the same will be evaluated basis the currency conversion rate (RBI reference rate) prevailing as on that date of the document. Eg. Date of purchase order etc.

3.0 Bidder's Requirements :

1. Bids may be submitted by:
 - a) a single person/ entity (called sole bidder);
 - b) a newly formed incorporated joint venture (JV) which has not completed 3 financial years from the date of commencement of business;
 - c) a consortium (including an unincorporated JV) having a maximum of 3 (three) members;
 - d) an Indian arm of a foreign company.
2. Fulfillment of Eligibility criteria and certain additional conditions in respect of each of the above 4 types of bidders is stated below, respectively:
 - a) The sole bidder (including an incorporated JV which has completed 3 financial years after date of commencement of business) shall fulfill each eligibility criteria.
 - b) In case the bidder is a newly formed and incorporated joint venture and which has not completed three financial years from the date of commencement of business, then either the said JV shall fulfill each eligibility criteria or any one constituent member/ promoter of such a JV shall fulfill each eligibility criteria. If the bid is received with the proposal that one constituent member/ promoter fulfills each eligibility criteria, then this member/promoter shall be clearly identified and he/it shall assume all obligations under the contract and provide letter/guarantees as may be required by BPCL. The guarantees shall cover inter-alia the commitment of the member/ promoter to complete the entire work in all respects and in a timely fashion, being bound by all the obligations under the

contract, an undertaking to provide all necessary technical and financial support to the JV to ensure completion of the contract when awarded, an undertaking not to withdraw from the JV till completion of the work, etc.

- c) In case the bidder(s) is/are a consortium (including an unincorporated JV), then the following conditions shall apply:
- i) Each member in a consortium may only be a legal entity and not an individual person;
 - ii) The Bid shall specifically identify and describe each member of the consortium;
 - iii) The consortium member descriptions shall indicate what type of legal entity the member is and its jurisdiction of incorporation (or of establishment as a legal entity other than as a corporation) and provide evidence by a copy of the articles of incorporation (or equivalent documents);
 - iv) One participant member of the consortium shall be identified as the –Prime member|| and contracting entity for the consortium;
 - v) This prime member shall be solely responsible for all aspects of the Bid / Proposal including the execution of all tasks and performance of all consortium obligations;
 - vi) The prime member shall fulfill each eligibility criteria;
 - vii) a commitment shall be given from each of the consortium members in the form of a letter signed by a duly authorized officer clearly identifying the role of the member in the Bid and the member's commitment to perform all relevant tasks and obligations in support of the Prime/lead member of the Consortium and a commitment not to withdraw from the consortium;
 - viii) No change shall be permitted in the number, nature or share holding pattern of the Consortium members after pre-qualification, without the prior written permission of BPCL.
 - ix) No change in project plans, timetables or pricing will be permitted as a consequence of any withdrawal or failure to perform by a consortium member;
 - x) No consortium member shall hold less than 25% stake in a consortium;
 - xi) Entities which are affiliates of one another are allowed to bid either as a sole bidder or as a consortium only;
 - xii) Any person or entity can bid either singly or as a member of only one consortium.
- d) In case the bidder is an Indian arm (subsidiary, authorized agent, branch office or affiliate) of a foreign bidder, then the foreign bidder shall have to full fill each eligibility criteria. If such foreign company desires that the contract be entered into with the Indian arm, then a proper back to back continuing (parent company) guarantee shall be provided by the foreign company clearly stating that in case of any failure of any supply or performance of the equipment's, machinery, material or plant or completion of the work in all respects and as per the warranties/ guarantees that may have been given, then the foreign company shall assume all obligations under the contract. Towards this purpose, it shall provide such comfort letter/guarantees as may be required by Owner. The guarantees shall cover inter alia the commitment of the foreign company to complete the entire work in all

respects and in a timely fashion, being bound by all the obligations under the contract, an undertaking to provide all necessary technical and financial support to the Indian arm or to render the same themselves so as to ensure completion of the contract when awarded, an undertaking not to withdraw from the contract till completion of the work, etc.

4.0 Bid Rejection Criteria

Bid shall be rejected in the event of the following:

- a. Non submission of EMD as per the clause 1.0 mentioned above
- b. Not meeting the Bid Qualification Criteria as mentioned in 2.0 above
- c. Not meeting the Bidder's requirements as mentioned in Section 3.0.

5.0 Pre-Bid Meeting:

A Pre-bid meeting is scheduled to facilitate the indenting tenderer to get clarification (s) if any on both technical and commercial part of this tender. Clarifications would be sent to all the bidders by BPCL. No further deviations / clarifications are permitted after opening of the Part-A portion. (ie, Techno - Commercial Bid)

- a) Date & Time: **-03.7.2013--- 11.00 hrs**
- b) Venue : BPCL Chennai
- c) Contact Person : Mr. Govindarajan DGM (OPS)- South
- d) No. of Participants Restricted to two (2) person per bidder only.

Bidders who intend to participate in the pre bid meeting shall confirm the same to DGM(OPS)- SR through e-mail govindarn@bharatpetroleum.in

6.0 Bid Submission:

Bids will be received on or before 15.00 hrs IST of **18.07.2013** at the office of the

BPCL at the following address (**Tender Box at Ground Floor of the office**). No time extension for bid submission is permitted.

Address of Office - Bharat Petroleum Corporation Limited,
1,Ranganathan Gardens,Off 11th Main
Road,Annanagar,Chennai-600040

GUIDELINES FOR TENDERERS

The tender is in two bid system comprising of Technical Bid & Price Bid.

Part A ; Technical Bid:

The Technical / unpriced bid shall contain the following in addition to documents to meet Bid qualification criteria.

- a. Covering letter with details of Company
- b. Income tax PAN NO.(Foreign companies shall give details of their Indian associate/ JV partner/ Consortium etc)
- c. Certificate, Partnership deed in case of partnership firm [or] Memorandum and Article of Association in case of Limited Company.[or] Certificate from notary incase of proprietorship.
- d. Service Tax Number with a copy of registration certificate.
- e. EPF No with a copy of certificate.
- f. ESI No with copy of certificate.
- g. Sales Tax Registration No with a copy of certificate.
- h. Earnest Money Deposit (as per Serial No.1 above) in a separate envelope.
- i. Details of contact person, email id, cell no
- j. Worksheet on number of manpower/officers and approximate CTC (Cost to Company) taken for estimate

All the documents of the Technical bid are to be submitted in a cover and marked as "Technical Bid". The envelope is to be closed and sealed by gum/ adhesive. No open cover will be accepted.

Part B : Price Bid

The price bid/ rate schedule is to be submitted in the envelope and marked as "Price Bid". The envelope is to be closed and sealed by gum/ adhesive. No cover will be accepted in open condition and the cover will be rejected

IMPORTANT:

- (i) **Tenderers should not put price bid/ rate schedule document in the envelope marked as 'Technical Bid' containing Technical bid.**
- (ii) **Both envelopes Technical & Price Bid are to be placed in another envelope marked as "Tender for Operation & Maintenance (O&M) of POL Depot at Gooty (Andhra**

Pradesh)" which should be closed and sealed by gum/ adhesive and put in the designated Tender boxes before the closing time and date.

7.0 General:

- a. There shall not be any case or charge under investigation / enquiry / trial against the bidder, nor convicted in a court of Law nor suspended / black listed by any organization on any grounds.
- b. BPCL reserves the right to use in-house information for assessment of capability of bidders. The decision of BPCL regarding the tender will be final and conclusive.
- c. If the performance of the Bidder is / has been found to be unsatisfactory for any reasons whatsoever, in any organization including BPCL, then BPCL reserves the right to reject the bids submitted by such bidders.
- d. The bidders should possess the following statutory approvals viz., PF registration code number, ESI registration code number, Income Tax PAN number and Service tax registration Certificates on their own Company's name.
- e. The financial net worth of the bidder shall be positive
- f. The tender document is not transferable
- g. The bid and all correspondences incidental to and concerning the bid shall be only in English language.
- h. Canvassing in any form by the bidder himself or by any other agency on their behalf may lead to disqualification of their bid.
- i. BPCL shall not be responsible for any costs or expenses incurred by bidder in connection with the preparation of delivery of bids, including costs and expenses related with visits to the site and pre-bid meeting.
- j. Issuance / Purchase of tender document or submission of tender document by itself shall not amount to pre-qualification or entitle the agency to participate in the bidding.
- k. Bidder submitting their bids should not be under liquidation, court receivership or similar proceeding. The bidder should not have been black listed or kept under holiday list in any of the Public Sector Units.
- l. The Experience and Financial turnover of the bidding entity only shall be considered.
- m. The bidders shall submit documentary evidence in support of the above pre-qualification criteria.
- n. The Tenderer shall ensure submission of complete information / documentation in the first instance itself. BPCL reserve the right to complete the evaluation based on the details furnished by the agencies without seeking any subsequent additional information. Tenders not in compliance with tender document (or) with incomplete information / documents are liable for rejection.
- o. Clarification, if any can be obtained from DGM(OPS)-SOUTH,
- p. BPCL takes no responsibility for delay or non-receipt of offers sent by post/couriers. Offers received late (beyond the stipulated time and date) shall be rejected. Telex / Telegrams / Fax /CD /Floppy offers will not be accepted.
- q. BPCL reserves the right to reject any or all tenders in part or in full without assigning any reason thereof.

III. Definitions & Interpretations

Definitions

In this tender document unless the context otherwise requires, the following words and expressions shall have the following meanings

'Agreement' means this Agreement and the documents forming the tender and acceptance of the Works and the provision of the Services together with the documents referred to in the Agreement, the book of specification, designs, special terms and conditions, drawings, correspondence and instructions, issued from time to time by the Dy. G.M. (Project)/G.M. (Infrastructure Development) or his authorized representative and all these documents taken together shall be deemed to form the Agreement.

'CCOE' means Chief Controller of Explosives or their nominated officials.

'PESO' means Petroleum & Explosives Safety Organization.

'Change in Law' shall mean the occurrence after the Effective Date of any enactment of new Indian Law or the modification of existing Indian Law, or the repeal or re-enactment of any Indian Law.

'Change Order' shall mean the order to be issued by BPCL on the Contractor for carrying out any change in scope of work (addition / deletion) as mutually agreed.

'Commercial Operation Date' shall mean the date as agreed to by BPCL on which the Storage Facility is declared by the Contractor to be operational.

'Contract Period' shall mean the period during which the Agreement is valid and subsisting.

'Despatch' shall mean loading the Petroleum Products for the purpose of transportation to various destinations.

'Emergency' shall mean a condition affecting the Storage Facility which is beyond the reasonable control of the Contractor and which threatens the safe and reliable operation of the Storage Facility and which is likely to result in the prevention of safe, adequate and continuous operation of the Storage Facility or endangers life or property, which condition is aggravated by the continued operation of the Storage Facility.

'Expiry Date' shall mean the date of expiry of contract period.

'Handling' shall mean transportation and storage of the Petroleum Products within the Storage Facility and includes responsibility of delivery of Products to BPCL's customers in

line with Marketing Discipline Guidelines (MDG).

'Holder of a Delivery Order' shall mean anyone who, as a holder of a Delivery Order, makes himself known to the Contractor as such holder by presenting respectively the Delivery Order.

'IQCM or Industry Quality Control Manual' shall mean the manual as being followed by the public sector units operating in the oil industry for the said purpose.

'Installed Capacity' shall in relation to Storage Facility mean the continuous capacity of the Storage Facility pertaining to the Receipt, Handling, Storage and Despatch of the Petroleum Products.

'KL' shall mean 1000 Litres.

'Law' shall mean the Constitution of India and any act, rule, regulation, notification, directive, ordinance, order or instruction having the force of law enacted or issued by the Government.

'Licensed Capacity' shall mean the capacity of the Storage Facility as approved by the Chief Controller of Explosives (Nagpur).

'MDG' shall mean the Marketing Discipline Guidelines as being followed by the Oil Industry.

'Month' means each of the months of January to December;

'MT' means metric ton;

'Operation Period' shall be the period during which the Storage Facility is operative and the Contractor is providing the Services.

'OISD' means Oil Industry Safety Directorate of Govt. of India.

– OEM|| means Original Equipment's Manufacturer.

– Owner|| means Bharat Petroleum Corporation Ltd.

'Party / Operator' shall mean the Contractor and their respective successors, authorized representative and permitted assigns.

'Operator / Contractor' shall mean the Contractor and their respective successors, authorized representative and permitted assigns.

'Permits' shall mean all consents, licenses, approvals, permits, no objection certificates or other authorization of whatever nature which is required to be granted by the Government or under Law for the purpose of implementation of this Agreement and the Bid Package.

'Petroleum Products' shall mean the products mentioned in the Bid document or any product which gets added in future.

'Standard Industry Practices' means the practices, methods, techniques, and standards that are generally accepted internationally from time to time and commonly used in the international petroleum industry for the construction, operation and maintenance of independent oil storage terminals of the size and having the other characteristics of the Storage Facility in a safe, prudent and reliable manner consistent with the parameters for such operation and maintenance set forth in this Agreement and the Bid Package which practices, methods, techniques and standards shall be adjusted as necessary to take account of the requirements of Law, physical standards at the Contract Site and operation and maintenance guidelines of the manufacturers of plant and equipment's incorporated in the Storage Facility which the Contractor is required to follow in order to maintain in effect any warranties, guarantees or insurance policies relating thereto which the Contractor is obligated to maintain under the Agreement, the Bid document or Project Contracts.

'Receipt' shall mean **receiving** / acceptance of the Petroleum Products at the Storage Facility.

'Storage' shall mean the keeping or storing of the Petroleum Products in the Storage Facility.

'Storage Facility' shall mean the Petroleum Products facility available in the Terminal.

—TDG|| shall mean Transport Discipline Guidelines of the Industry.

'Tax' shall mean any Indian tax, duty, import or levy of any nature whatsoever and wherever charged levied, imposed by the Government together with any interest and penalties in relation thereto other than interest and penalties imposed directly as a result of any act or omission by the Contractor.

Thruput' shall mean Quantity dispatched during the period.

Detailed Information of Location

Location: **GOOTY POL DEPOT**

Gooty is situated in Anantapur Dist of AP. It is near Guntakal on the road NH 7 and one of the important Railway Junction in Chennai - Mumbai railway line. The distance between different places are :

Gooty to Guntakal : 31 KM

to Kadapa : 150 KM

to Hyderabad : 240 KM

to Chennai : 450 KM

to Kurnool : 96 KM

to Ananthapur: 50 KM

- Servicing Railway Station. : Gooty
-
- Total area of plot : 25 acres.

Receipt of Product ; By Rail Wagons

Dispatch of Product : By Road through Tank Lorries

-
- **TANKAGES :**

- A/G Tanks. : 2 X 2500 KL for MS
- : 3 X 6000 KL for HSD
- : 2 X 858 KL for SKO
- : 2 X 100 KL for Ethanol
- : 2 x 3088 kl Water

- U/G Tanks : 1 X 200 KL for MS
1 X 200 KL for HSD
1 X 100 KL for SKO

3. Product Handled : - MS, HSD,SKO, Ethanol, Speed, Hi-speed
4. RAILWAY SIDING : - 2 Spur for unloading
full rake for MS,HSD & SKO.
5. TANK LORRY GANTRY :
- i) T/L FILLING/ DECANTATION : (Fully automated)
- No. Of bays and size. : 8 bays.
 - Type of bay design. : Top Loading.
 - Distribution of loading arms/
preset electronic meters: MS- 3, HSD- 7, SKO-2
Speed- 2, Hispeed- 2
 - Product decantation points. :2 Nos. (MS/HSD)
6. On line Blending facilities: Ethanol / Speed /Hi-speed -
6. FIRE FIGHTING FACILITIES : AS per OISD standard.
7. PRODUCT PUMPS :
- i) TLF PUMPS MS-3 (180 kl/hr each) HSD-3 (325 kl/hr) , SKO-2 (150 kl /hr each)
MS-1, HSD-1, SKO-1 (70 kl/hr each for u/g tanks)
- ii) TWD PUMPS MS-2 (250 kl/hr each), HSD-3 (325 kl/hr each), SKO-2 (250 kl/hr each)
- iii) Stripper Pumps: 3 no. 1 each for MS / HSD / SKO(60 kl/hr each)
- iv) Ethanol: 3 no.(20 kl /hr. each)
- v) Water 5 no. (700 kl/hr – 3 no. & 80 kl/hr. – 2 no.)
8. ELECTRICAL :
- Transformer 1 (750 KVA)

- DG Sets 3 NO. (1 no of 625 KVA DG set, 1 no of 125 KVA DG set and 1 no of 20 KVA) .

9. OTHER FACILITIES :
- a. ADMIN/AMENITY BLOCK :-
 - b. MCC/DG/HT/ENGG. :-
STORGE ROOM
 - c. FIRE WATER PUMP HOUSE :-
 - d. TWD PUMP HOUSE
 - e. TLF PUMP HOUSE
 - f. CYCLE / CAR SHED
 - g. SECURITY OFFICE
 - h. PCV CREW TOILET
 - i. CALIBRATION TOWER
 - j. FURFURAL DOPING FACILITY
 - k. TL PARKING AREA
 - l. COMPOUND WALL
 - m. COMMUNICATION SYSTEM :- VHF / TELEPHONES
- AUTOGAUGING SYSTEM:-
- n. PROVING TANK / MASTER METER
 - o. Open yard for storage .
 - p. Room for sample storage .
 - q. Laboratory Room :

10. MB Lal related Facilities :----- 2 no's of fixed MEFG and 2 no's of portable MEFG.
2 no's of fixed HVLR of 1000 GPM. (Variable flow)

Product Tankag	No.of Tanks	Area in acres	Scope of Operations		Shift Details	TAS	MGT in TKL PA
			Receipts	Dispatches			
25416 KL	14	25	T/W	TT-8 bay,	General	Yes	285

Location	Man Power Requirement				
	Mgmt.	Clerical	Non Mgmt.	TW Operators	Security
GOOTY	6	2	5	8	15

Operator has to mandatorily provide a minimum of experienced, competent manpower as mentioned above and detailed in the Tender. However, Operator will be at liberty to give increased manpower or increase manpower in management category and reduce manpower in other categories.

V. Special Terms & Conditions of Contract (STC)

Scope of Work:

The scope of work shall include, provision of skilled and experienced manpower for safe and secure operation of the facilities including supervision, receipt of Petroleum/related products by various modes of transportation, storage of products, delivery of products by various modes of transportation, Maintenance of all equipment's, movement of materials, provision of all necessary tools and tackles, consumables and all such other facilities and logistics required for operations and maintenance of the POL Depot TW Gantry duly complying to all safe practices as laid down by Petroleum rules, OISD Standards and PESO Rules and revised from time to time.

The scope of work also includes execution of Mechanical, Electrical, Instrumentation and Civil Maintenance jobs that would be required for keeping the Terminal and allied facilities in good operating condition at all times.

The Bidder (the term Operator is also being used hereinafter) shall maintain receipt/ storage/ deliveries (supplies) as per the specified quality/ characteristics as detailed elsewhere in the bid document during the entire contract period.

The detailed scope of services to be provided by the bidder shall be but not limited to the following and shall be guided by BPCL Operations Manual, SOP's and Checklists, Safety Manual, Terminal Automation Manual, various OISD codes, Prevailing Statutory guidelines and new guidelines issued from time to time and Policy circulars issued by BPCL from time to time.

1.0 Manpower Deployment:

- i. The successful Bidder (Operator) shall employ adequate staff of the requisite competence required for all the activities mentioned in Scope of Work.
- ii. It is hereby specifically agreed that the responsibility for the employment of such staff and their salary, wages remuneration, etc., shall be the sole responsibility of the Operator and that BPCL shall not be responsible in any manner directly or indirectly for such employment or expenses so incurred by the successful Bidder thereof. Operator shall give a declaration to this effect that the Wages are paid as Market driven and a copy to be furnished on monthly basis along with the bills.
- iii. The Minimum Wages payable shall be as per statutory regulations.
- iv. In case any women employee is employed in the Terminal by the bidder, all necessary provisions/facilities, as laid down in Factories act 1948 & other acts like

Maternity benefit act 1961, Equal remuneration Act 1976 etc, are to be strictly adhered to by the bidder.

- v. The contractor shall deploy his labour as per requirement and as instructed by the BPCL. It may be necessary to carry out the work round the clock based on requirement and during emergency period. The contractor's rate shall cover such eventualities
- vi. All Key Operating Personnel, Maintenance Personnel, Accounts personnel and Quality Control personnel shall be qualified and experienced to handle the relevant work as stipulated elsewhere in the bid document. The bidder shall provide the details in the Techno-commercial offer.
- vii. The qualifications & experience of officials & staff to be deployed by the contractor must not be below the level as indicated hereunder :
 - a) Location-In-charge: Location in-charge of the Terminal must possess Degree in Engineering, preferably with additional qualification of MBA from a recognized University with Minimum of 10 years work experience in a Process Industry and should be less than 50 years of age.
 - b) Operation In-charge: Must be a qualified Engineering Graduate (Mechanical, Electrical, Chemical or Civil) from a recognized University with a minimum of 5 Years work experience in a POL Terminal loading operation and should be less than 45 years of age.
 - c) Maintenance In-charge: Must be a qualified Engineering Graduate (Mechanical, Electrical, Instrumentation or Civil) from a recognized University with a minimum of 5 Years work experience in a POL Terminal and should be less than 45 years of age.
 - d) Accounts in-charge: Must be qualified Chartered/Cost Accountant/M.Com/MBA Finance with a minimum of 3 years work experience and should be less than 45 years of age.
 - e) Safety Officer: Must be qualified Fire Engineer or any Engineering graduate meeting requirements specified by respective State Government authorities with 5 years' experience in Petroleum Industry and should be less than 40 years of age. Safety Officer should have exposure to Hazop, Risk assessment, safety audit and upkeep of fire fighting facilities & conducting safety meetings.
 - f) Laboratory in-charge: Lab analyst with minimum 2 years of work experience in reputed Laboratory and should be less than 45 years of age.

- g) Field Supervisors:** Must be Degree or Diploma holder in Engineering
 - h) Office Staff (Accountants):** Must be Graduate (in Commerce stream).
 - i) Electrician :** Must be ITI certificate holder with 'C' certificate and with minimum 3 years' experience in maintenance of MCC / DG SETS / FIRE WATER ENGINES.
 - j) Any skilled manpower deployed for specific jobs like electrical supervisor/operator must have trade license issued by the state governments**
- viii. The contractor shall provide the list and qualifications/work experience of all personnel proposed to be employed for the subject work.
- ix. It shall be the contractor's responsibility to provide the optimal number and mix of staff to ensure timely, efficient, reliable, productive and safe performance of work assigned to the best practice and system employed at similar work situations.
- x. Operator shall attach worksheet on numbers and approximate CTC (Cost to Company) of Officers in Part B-Techno-Commercial Part of Tender document.

2.0 Exclusive deployment for BPCL:

The associated tools and tackles for operation and maintenance of the process unit and experienced personnel shall be exclusively deployed for services assigned by BPCL throughout the contract period, any changes in manpower and equipment's assigned should be reported to BPCL.

3.0 Organogram:

The organogram (minimum) for the entire operations & maintenance of the Depot should be furnished to BPCL before commencement of work.

Draft organogram (Typical) is given below.

- Depot In-charge**
- Under Dept In-charge
 - a) In-charge Maintenance**
 - b) HSE Officer**
 - Under HSE Officer
 - i) Security Officer
 - c) HR/Admin Officer**
 - d) Accounts Officer**
 - e) QC Officer**

Under QC Officer

i) Lab Analyst

f) *In-charge Operations*

Under In-charge Operations

i) TT Gantry Officer

ii) TW Gantry Officer

iii) Planning Officer

4.0 Training

All Staff should be trained on Safety and First Aid. The Operator shall conduct training sessions on use of firefighting equipment's and Fire Drill for all the contract workmen and the sessions have to be attended without fail. The staff should be trained to face emergency situations; such programs could be industry specific & as per requirement of statutory authorities.

- a. Training to the contractor's employees must be imparted as per policy of the Company and must be identical in structure, duration and content for intended grade of personnel in line with OISD standard 154.
- b. All terminal operating workers (field) including regular contractors and security personnel shall be given safety and fire - fighting training with the help of reputed training institutes.
- c. The security staff shall be trained as first responders for fire - fighting and rescue operations along with plant operating personnel. Personnel from security services should be trained fully for fire - fighting and rescue operations using Personal Protective Equipment's.
- d. All Field supervisors shall be given safety and simulated fire - fighting training based on simulated modules of live fires in tanks, pipeline manifold and pumps, process platforms etc. in reputed training institutes equipped with these facilities.
- e. All the TT drivers entering into the Terminal premises be given training as per Rule 9 of Central Motor Vehicles Act/Rules 1989. Contractor will organize the training of TT drivers & must ensure that all TT drivers entering in the Terminal premises must possess the necessary training certificate as laid down in the Motor Vehicles Act/Rule 1989. Cost of imparting training to TT drivers, if any, has to be borne by the contractor.
- f. Operator will also impart training to all security guards about the operations of firefighting & safety equipment's available in the Terminal.

5.0 Dress Code:

The following dress code has to be adhered to very strictly.

- i. All employees should be neat, clean and well groomed in appearance.
- ii. While on duty, all employees will wear the uniform provided by the contractor. Uniform shall be clean and in good condition. The uniform shall have an emblem & name of the contractor's company on the pocket and on the rear of the shirt/boiler suit. Wearing of nylon or any other polyester clothes which may cause spark due to friction is strictly prohibited.
- iii. Yellow colored safety helmet should be worn on duty for safety and as part of uniform. However, location-in Charge have to wear Red colour safety helmet as per OISD standard.
- iv. All the staff shall wear black safety Shoes. The contractor shall provide closed shoes for safety reasons. The staff will ensure wearing respective work masks, splash goggles, safety gloves and belts as and when required.

6.0 Contract Period:

The duration of the contract shall be for a firm period of 60 (sixty) months from the date of commencement of work which shall not be later than 1 month from date of LOA unless approved by BPCL.

7.0 Security Deposit:

All successful tenderers, will be required to furnish Security Deposit of Rs. -1 crore..

The above Security Deposit should be submitted in the form of a crossed A/c Payee Demand Draft drawn on only Nationalized Bank or Scheduled Bank in favor of "**Bharat Petroleum Corporation Ltd.**" payable at Chennai. Alternately, the Security Deposit may be furnished in the form a Bank Guarantee as per the format provided vide Annexure- XII. The Corporation reserves the right to adjust the Security Deposit towards any of the dues to the Corporation by way of Liquidated Damages, Risk Purchase, Recoverable against materials provided, and any other liabilities recoverable from the successful Tenderers. The Security Deposit/Bank Guarantee should be from any Nationalised/ Scheduled Bank other than Co-operative Bank / Scheduled Co-operative Bank and should be valid for 6 months beyond expiration of the contract.

8.0 Compliance with Statutory Requirements:

- a. The contractor shall conform to the provisions of all local laws / by laws and regulations relating to the work and pay all fees payable to such authorities for execution of the work involved. BPCL shall not be responsible for such liabilities and claims.

- b. The contractor shall comply with the provisions of all labour legislation's including the requirements of:
 - a) Payment of Wages Act
 - b) Factories Act 1948
 - c) Workmen Compensation Act
 - d) Contract Labour (Regulation & Abolition Act, 1970 & Central Rules, 1971) Act
 - e) Shops & Establishment Act
 - f) PF & ESI Acts
 - g) Prevention of Child Labour Act, (No child labour shall be employed by the Contractor)
 - h) Indian Contract Act.
 - i) Maternity Benefit Act etc

- c. The approval from any authority required as per statutory rules and regulations of Central / State Govt., shall be responsibility of the contractor.

- d. The Contractor shall not undertake or execute or permit any other agency or sub-contractor to undertake or execute any work on the Contractor's behalf through contract labour except under and in accordance with the licence issued in that behalf by the Licensing Officer or other authority prescribed under the Factories Act or the contract labour (Regulation & Abolition) Act-1970 or their applicable law, rule or regulation, if applicable.

- e. The provision of EPF & MP Act, 1952 and the Rules/Schemes there under shall be applicable to the Contractor and the employees engaged by him for the work. The Contractor shall furnish the code number allotted by the RPFC Authority, to the BPCL before commencing the work.

- f. The Contractor shall be wholly responsible for any delay in commencing the work on account of delay in obtaining a license or in obtaining the code number and the same shall not constitute a ground for extension of time for any purpose.

- g. The Contractor shall enforce the provisions of ESI/EPF Act and Scheme framed there under with regard to all his employees involved in the performance of the Contract and shall deduct employee's contribution from the wages of each of the employees and shall deposit the same together with employer's contribution of such total wages payable to the employees in the appropriate account. Contractor is required to submit documents/challan towards proof of remittance towards

ESI/EPF for the workers engaged for this work along with every RA bill, failing which owner will deduct 20% of the amount of the contractor's bill and retained deposit will be refunded to the contractor only on production of documents/Challan.

- h. Factory Inspectorate's requirement has to be met by the Contractor and shall be included within his quoted price.
- i. The contractor shall ensure that work procedures and actions fully conform with all the relevant statutes, acts, laws and bye-laws applicable. The contractor shall also ensure strict adherence to National/International standards/convention requirements as well as the current editions of the codes and standards as applicable to O&M of the terminal.
- j. Initially owner will take all necessary statutory licenses. However, renewal of such licenses/approvals from the concerned authorities before the due date of expiry will be the responsibility of the Operator. Operator will renew the statutory licenses & BPCL will reimburse such costs on actual basis on production of necessary receipts.

8.1 Indian Factories Act:

The contractor shall follow the provisions of Indian Factories Act and all rules made there under from time to time as applicable and shall indemnify the employer against all claims of compensations under the provisions of the act in respect of workmen employed by the contractor in carrying out the work against all costs, expenses and penalties that may be incurred by the employer in connection therewith.

Operator will nominate the Location-in-charge as the –Occupier|| as defined in the Factories Act & suitably informs the concerned authorities.

8.2 Employees Provident Fund, ESI, Service Tax Registration:

The contractor shall submit the following and ensure total compliance.

- a) A certificate from the Office of regional P.F Office certifying submission of Provident Fund contributing towards all the employees engaged by the contractor, Certificate of registration in ESI and Service tax registration.
- b) The contractor shall ensure strict compliance with provisions of the Employee's provident Fund Act, 1952 and ESI Act and the scheme framed there under in so far as they are applicable to their establishment and agencies engaged by them.

The contractor shall submit a copy of the provident fund membership certificate/PF CODE number and the ESI code number and Service Tax registration details/documents.

Operator is required to submit Documents/Challan as proof of remittance towards ESI/PF for staff engaged along with the Invoice of subsequent month. In case of default in

submitting the proof, BPCL reserves the right to make necessary recoveries from the pending payments/SD/EMD.

8.3 Labour Licenses:

The Contractor shall obtain necessary license from the Licensing Authority under the Contract Labour (Regulation & Abolition) Act, 1970 and the Central Rules framed there under and produce the same to the Location-in-charge before start of work.

Bidder shall submit the Labour License obtained from the office of the Commissioner of Labour, or the appropriate authority acceptable to the BPCL as required for executing the work.

8.4 Wage Record:

The contractor shall maintain and submit wage records, work commencement/completion certificate etc. and obtain necessary clearance from BPCL for bill clearance.

8.5 Payment of Minimum Wages:

Wages paid to the workmen by the contractor should not be less than the rates notified by the Commissioner of Labour, of State/Central Govt. as published in the Govt gazette from time to time with regard to the minimum wages applicable to the respective category of workmen. Wages to the workmen should be paid on or before the 7th of the subsequent month, if 7th falls on a holiday or weekly off day, the payment should be made one day prior. Payment of PF for the month, both the employer's (in this case contractor) and employee (in this case workman employed by the contractor) contributions should be deposited in the bank in the permanent PF code numbers and challan obtained before the 15th of the subsequent month and copy forwarded to the BPCL for record.

8.6 Labour Laws, Provident Fund, ESI:

—All liabilities like Salaries, wages and other statutory obligations in respect of the persons engaged by the Contractor shall be borne by the Contractor during the period of agreement. In view of the provisions of the ESI Act, P.F. and the EPF Act and other Acts, as may be applicable to BPCL, the Contractor shall take necessary steps to cover its employees under the said enactments and shall submit proof of such compliance to BPCL periodically, or at any date upon such request, as may be made by BPCL to the Contractor.

8.7 Child Labour Prohibition:

The contractor shall strictly comply with provisions of various enactment on child labour including "Child Labour (Prohibition & Regulation) Act, 1986 and shall not engage any labour below the age of 18 years for any kind of work in the BPCL premises. BPCL reserves the right to terminate the contract for violation of the provisions of the above enactment. BPCL reserves the right to reject the persons found not suitable for the job.

In the event of non-compliance with the statute or the provisions thereof, referred to above, it shall be open to BPCL to withhold such amount as in its opinion is due and payable by the contractor in respect of its employees from and out of dues, payable by BPCL to the Contractor and such due shall be held by BPCL with it until proof is submitted by the Contractor to BPCL indicating compliance with such statutes within reasonable time, failing which BPCL shall deposit such amounts with the authorities concerned on behalf of the Contractor and inform the Contractor of such deposit or deposits.

9.0 System & documentation:

As part of the contract, it shall be responsibility of the Operator to create and follow comprehensive systems, documentation and manuals for the work and safety practices for all activities within the scope of work. Owner shall approve the documentation systems and work methodology devised by the Operator.

10.0 Insurance:

BPC has taken comprehensive insurance policy for the products, property/ facilities.

Operator will be guided by the terms and conditions of the policy. If Operator desires, a copy of the comprehensive insurance policy can be obtained from BPC Officials. Operator shall not do or suffer to be done in or upon the said premises anything whereby or by reasons whereof, the policy of insurance of the building against loss or damage by fire or other risks in respect thereof may become void or voidable or whereby the premium payable in respect thereof may be increased or which may deprive BPCL their right to recover any amount from the Insurer.

10.1 Any Other Insurance As Required Under Law

Operator shall also carry and maintain any and all other insurance(s) which may be required under any law or regulation during the validity of the contract from time to time shall be to Operator's account. All insurance's required under Clause shall be on terms and conditions issued by insurance companies.

11.0 Indemnification:

The contractor is also required to indemnify the owner against any loss or claim or penalties or damages whatsoever resulting out of non-compliance on the part of the contractor with the provisions of aforesaid act and the schemes framed there under.

The Contractor shall indemnify and hold BPCL harmless and their representatives free from any and all liabilities arising out of non-fulfillment of HSSE requirements

Contractor shall conduct the business in such a manner, so as to give a clear indication to the third parties that the property and in such goods belonged to BPCL. Bidder shall render to BPCL proper accounts for all such property and the strict proof thereof. Contractor shall not sell, transfer, alienate, mortgage, charge, hypothecate, pledge or otherwise create any encumbrances on all or any of the said property in such goods, ie. Product and packing material

The Contractor shall not subject, the property and such goods belonged to BPCL, to any attachment, lien, distraint or subject to transfer, possession of custody by any officer or Court Receiver of any revenue Authority in any proceedings to which the Contractor might become a party or which might otherwise be initiated against the Contractor by any third party. Notwithstanding anything contained in this tender, any violation of this clause by committing any act of omission whether voluntary/involuntary on Contractor part shall be a ground and sufficient cause for BPCL to terminate forthwith, the work order placed on the Contractor.

11.1 Contractor's Personnel and Property:

The contractor shall be liable for and shall indemnify the owner, the participants and owner's personnel from and against all claims in respect of any death or injury or contractor's personnel and any damage to contractor's property in each case caused by or arising out of the performance of this contract and whether or not arising in respect of a serious event. The assumption of liability and the indemnity contained in this clause extends to any claims made against the owner pursuant to any provision of any agreement, whenever effective, under which owner assumes liability in respect of and/or indemnifies and/or otherwise compensates any other person or body in respect of the death or injury of contractor's personnel and any damage to contractor's property arising in respect of a serious event.

All contractor's personnel which may include permanent, temporary or casual, servants, agents and / or representatives, contractual or otherwise, either contractor's and /or their sub-contractors, affiliates/subsidiaries/co-ventures shall be covered under contractor's workers compensation and employers liability insurance of statutory benefits and any damages or compensation payable in respect of accidents of injury as set forth and required by applicable law in the area of operations or such other jurisdiction under which contractor may become obligated to pay benefits. Employers' liability insurance, including appropriate maritime coverage covering all contractors' personnel shall be

provided to meet the requirement of this clause or as required by applicable statute, whichever is greater. Workmen's compensation and / or employers' liability insurance covers or coverage of comparable nature, to the full extent required by all statute/laws applicable in any jurisdiction of operations hereunder in the course of contract shall be effected by the contractor for the appropriate limits and for the entire period of the contract.

11.2 Personnel Injury And Property Damages:

- a) Contractor shall indemnify and hold harmless the indemnified all claims resulting from personal injury to any personnel, employees, sub-contractors or agents of

contractor or damage to any property of contractor or any employees or agent or sub-contractor arising out of the performance of the services, whether or not the personnel injury or damage to property is caused by or contributed to by the negligence or other legal fault of the indemnified.

- b) Contractor shall further indemnify and hold harmless the indemnified against all claims resulting from personal injury to any person (s) (other than employee or agent of contractor or employee or agent of owner) or damage to any property to the extent that the personal injury or damage is contributed to by negligence or other legal fault of the contractor.

11.3 Third party and third party property:

Third party liability insurance shall be provided for liability arising from all operations of contractor including accidental / similar liabilities. The policy shall include coverage for premises and operations & maintenance. It is expressly the term third party shall mean and include any person other than that employed by contractor himself and shall not extend to any person in employment of owner or sub-contractor / associates / affiliates / subsidiaries/ co-ventures and or other similar agencies.

Apart from complying with the various expressed conditions it is necessary for the contractor to take reasonable precautions.

- i. For safety of the property insured by BPCL.
- ii. In selection of labour
- iii. To prevent injury, loss or damage
 - To allow the insurer's access to examine the insured's premises plant and equipment's
 - To minimize loss in the event of an accident.

11.4 In the event of any claim against Operator on account of any loss or damage, or due to any indemnity, then the Operator shall not be liable to BPCL for any sum exceeding the Service fees payable for one Year . However, such a limitation of liability shall not apply in cases of fraud, gross negligence, wilful misconduct or intentional acts to cause loss or damage.

12.0 Taxes:

The quoted price shall be inclusive of all taxes, duties, Overheads, Sales tax, Work Contract Tax and Service tax etc.

12.1 Sales tax, Service tax, Works contract tax etc:

Sales tax on works contract at the applicable rate shall be deducted from the contractor's bills. If applicable, Sales Tax as per the applicable Sales tax/ VAT Act and amended shall be payable by the contractor exclusively and no re-imburement shall be made by the Owner on this account.

The quoted price shall be deemed to be inclusive of sales tax on works contract, all other applicable taxes, duties, octroi, levies etc., till the completion of the contract and the contractor shall not be eligible for compensation whatsoever on this account.

The quoted price shall be INCLUSIVE OF SERVICE TAX AS APPLICABLE AT THE TIME. However in case there is increase/decrease in the service Tax rate during anytime between the contract period, differential amount of service tax will be reimbursed/deducted to/from the contractor-effective from the date of such increase/decrease of service tax.

12.2 Excise Duty/Customs Duty

The Bidder in their quoted rates shall include excise/customs duty on the equipment's to be provided by them, if applicable and Owner shall make no re-imbusement on this account. However, Excise/ Customs duty on Products/Ethanol/Marker/Blue dye etc will be paid by the owner.

13. Terms of Payment:

- i. The mode of payment shall be in —Indian Currency|| / —Indian Rupees|| only.
- ii. 100 % payment (After deducting IT TDS, service tax etc.) shall be made by BPCL on a monthly basis against the work done during the preceding month on the basis of Thruput (Deliveries) & other parameters as laid down in the Part-B of the tender within 15 days of submission of bill by the contractor. However, in case the Penalties are levied on the contractor as per clause 19 of Special Conditions of Contract, same will be deducted from the running bill of the contractor.
- iii. Payment will be made through ECS/e-payment. Successful bidder will have to provide details of their Bankers/e-mandate including account No etc., to the Owner before execution of the work.

The above payments are subject to deductions towards penalties, retention money, income tax and other recoveries applicable as per the terms of the contract. The service tax paid by the Operator shall be reimbursed on quarterly basis on production of documentary evidence for remittance. The timely submission of respective monthly bills will be the responsibility of the Operator.

14 Income Tax & TDS:

Income Tax deduction (including Education Cess) will be made from Operator's monthly bills per the rules and regulations in force in accordance with the IT act prevailing from time to time

Recovery of income tax at source will be made from Operator's bill and deposited with

Income Tax Department as per rules. Also, recovery of sales tax on works contract applicable shall be made from the contractor's bills.

Necessary certificate in this regard will be given to the contractor by BPCL. All other deductions like WCT, Service Tax or any other taxes and duties etc. that are required to be made as per prevailing laws and the conditions of contract will be deducted from the bill before payment. Penalties if any, as mentioned in this tender will also be deducted from the running bill of the contractor.

15 Trade Marks:

The Operator shall not do any act whereby the BPCL's rights in its trademarks or any of them may be jeopardized. The contractor shall not at any time claim or have any right in any of the trademarks of BPCL and shall promptly convey to BPCL any information obtained or received by the contractor of any infringement of any trade mark of BPCL or of the use by any person, firm or Company of any trademarks which may be confusingly similar to any of the trademarks of BPCL. The contractor shall not use any trademarks of BPCL except as may be specifically allowed in writing by BPCL at its sole

16. Arbitration:

- a) Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter claim or set off of the Corporation against the 'Licensee' or regarding any right, liability, act, omission or account of any, 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 some officer of the Corporation who may be nominated by the Director (marketing).

The 'Licensee' will not be entitled to raise any objection to such arbitrator on the ground that 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 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 or inability of the original arbitrator.

Such persons shall be entitled to proceed with the point at which it was left by his predecessor. It is also the term of this contract that no person other than the Director (Marketing) or person nominated by such Director (Marketing) of the Corporation as aforesaid shall act as arbitrator thereunder. The award of the arbitrator so appointed shall be final and binding on all parties to the agreement

subject to the provisions of the Arbitration Conciliation Act, 1996 or any other statutory modification or re-enactment thereof and rules made thereunder for the time being in force shall apply to the arbitration proceedings under this clause.

- b) The arbitrator shall have the power to order and direct either of the parties abide by, observe and perform all such directions as the arbitrator may think 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 / 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 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 or any issue arising out of or in relation to the Agreement without seeking a formal reference of arbitration to the Director (Marketing) for such counter claim, cross claim or set off and the Arbitrator shall be entitled to consider and deal with the same as if the matters arising there from has been referred to him originally and deemed to form part of the reference made by the Director (Marketing).
- d) The arbitrator shall be at liberty to appoint, if found necessary any accountant or engineer or other person to assist him / her 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 shall 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 arbitration 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 award or awards made by the sole Arbitrator there-under shall be filed in the concerned courts in the City of Mumbai only.

17.0 Force Majeure

- a. A “Force Majeure Event” shall mean any event or circumstance or combination of events or circumstances beyond the reasonable control of a Party that materially and adversely affects the performance by such affected Party of its obligations under or pursuant to this Agreement, provided, however, that such material and adverse effect could not have been prevented, overcome or remedied in whole or in part by the affected Party through the exercise of due diligence and reasonable care.
- b. “Force Majeure Events” hereunder shall include each of the following events and circumstances, but only to the extent that they satisfy the above requirement.
- i) Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockage, embargo, revolution, riot, insurrection, civil commotion, act of terrorism, or sabotage.
 - ii) Strikes, work to rule or go-slows that the premises of the Parties hereto or are widespread or nationwide.
 - iii) Other events beyond the control of the affected Party (“Other Force Majeure Events”) including, but not limited to.
 - iv) Lightning, fire, earthquake, flood, storm, cyclone, typhoon, or tornado or any other Acts of God.
 - v) Explosion or chemical contamination (other than resulting from an act of war).
 - vi) Epidemic or plague.
 - vii) Restraints or regulation of any State of Central Government or Statutory or Local Authority
- c. Neither Party to this Agreement shall be liable for non-performance of any of its obligations under this Agreement in so far as such non-performance is occasioned by “Force Majeure” event nor shall this agreement come to an end on account thereof.
- d. The notice of occurrence of any such factor shall be given by the affected Party within a period of 48 hours of the occurrence of such factors. The performance of the respective obligations of the Parties under this agreement shall be resumed

soon as such factors, which have resulted in the non-performance, cease to occur. A 48 hours notice regarding the cessation of such factors should be given by either Party before the performance is resumed/is called upon to be resumed.

- e. Notwithstanding anything contained herein above, if an event of force majeure occurs and is likely to continue for a period in excess of 30 days, the Parties shall meet to discuss the consequences of Force Majeure and the course of action to be taken to mitigate the effects thereof to be adopted in the circumstances including termination of the agreement.

18.0. Penalty:

18.1 Penalty on Non-Mobilization:

The successful bidder has to mobilize, complete all associated activities specified and commence the operation and maintenance work as stipulated in the bid document required for Operation & Maintenance within 30 days from the date of BPCL handing over the Terminal failing which a penalty of 1 % (one percent) of total contract value per week will be levied until the date of commencement of operations subject to maximum of 5% of Total Contract Value.

18.2 Loss of Sale/Thruput:

Operator must ensure that all the indents of supplies of products are executed at the end of the day & there is no pending indent at the close of the day. Non-execution of indents, which may result in loss of sale/Thruput, due to **equipment's** downtime, Poor maintenance, Labour problem etc which are within the control of the contractor, will attract penal actions. The contractor shall be liable for a penalty at the rate of Rs 50/- per KL loss of sales. The said penalty shall be deducted from the monthly running account bills.

18.3 Performance Standard: Bidder's performance will be regularly monitored on the following parameters.

- a)** Promptness in filling of T/Ts without any pending indents
- b)** Carrying out Safety inspection of t/lorries as per safety norms
- c)** Regular maintenance to ensure NIL breakdowns of all operating system
- d)** Achieving NIL contamination / quality failure / Overflow
- e)** Achieving Training as per target
- f)** Ensuring NIL Accident
- g)** Nil demurrage on rake loading
- h)** Non Functioning of Critical Safety System
- i)** House keeping
- j)** TT gantry free from oil spills
- k)** Leak free Fire Pump house.

- l)** Adequate illumination with proper safety fittings
- m)** Leveraging TAS for Dip elimination of tank lorry filling operations, TFMS-SAP integration, etc.

Either the resident coordinator or Visiting BPCL officers nominated by Regional Operations Head make any ant observation regard to be above party should be liable for penalty.

18.4 Non-Compliance of Safe Procedures (Fire & Safety related) at work:

The contractor shall adhere consistently to all provisions of Statutory and BPCL's Operational requirements in true spirit. In case of non-compliance or continuous failure in implementation of any of HSE provisions, BPC may impose stoppage of work without any Cost & Time implication to Owner and /or impose a suitable penalty as specified in the relevant Clauses of STC for non-compliance with a notice of suitable period, up to a cumulative limit Rs. 10 lakhs.

19.0 Commencement of Work:

Operator shall be given one months' time for mobilization beginning from the date of receipt of LOI issued by BPCL. For a maximum period of one month, BPCL will do the handholding for smooth transition of operation. Payment to the operator will be made from the time of completion of Handing Over and Taking Over (HOTO), i.e., after completion of hand holding period.

The contractor shall enter into a Contract Agreement as prescribed in the General Conditions of Tender and also submit the Security deposit in the manner specified in the GCC within seven days. The contractor shall undergo safety briefing and obtain clearance from BPCL officials before commencement of work at site.

20.0 Strike by Bidder:

The Operator shall not stop or cause stoppage of work during the period of the contract by resorting to strike or other agitation methods. The Bidder agrees that he/they shall be liable for all consequences for the delay caused or loss/damages suffered by BPCL due to the stoppage/strike by the Bidder. BPCL shall recover the entire cost of production lost and other incidental expenses incurred due to this from the Bidder's running account bills.

21.0 Default by Bidders:

The successful Bidder may be debarred at the discretion of the company, from issue of further tender documents work orders etc., for a specified period to be decided by BPCL in case of undue delay in starting and execution of work awarded, poor performance, backing out from the tender, non-accepting work order/LOI during the validity of tender or non-observance of safety rules and regulations, misappropriation of company's materials/property, nonpayment of due wages to labour or such similar defaults.

22.0 Verification of Documents:

The successful bidders will have to produce Originals of the submitted documents before issuance of Work order/LOI.

23.0 Constitution of the Contractor (Operator):

- i. The Contractor shall not change the composition during the currency of the contract without the prior approval of the Company. Any happening like Death/ Resignation of any partner/director/member shall be notified within 24 hours of such happening, in writing, immediately to BPCL. On receipt of such notice, the Company reserves the right either to terminate or continue the contract.
- ii. In the event of any dispute, legal or other proceedings by any party or parties concerning the constitution or composition of the Operator, the Company reserves the right to take such necessary action as it deems fit, including termination of contract and withholding payments due or accrued to the Contractor.
- iii. The contract shall be awarded on the basis of ~~–PRINCIPAL-TO-~~PRINCIPAL and the Contractor shall be deemed to be an independent Contractor engaged for the performance of services in the manner and to the extent provided in these presents.

24.0 Laws Governing the Contract:

The Laws of India will govern the Contract for the time.

25.0 Sub Leasing :

The successful tenderer shall not be allowed to sublet or assign the benefits of the purchase / work order placed on them by BPCL to any other party without prior written consent of BPCL.

26.0 No Claim on Employment :

The successful tenderer's employees shall not have a right or claim for employment with BPCL either during the subsistence of the contract or at a later date.

27.0 ECS Payment:

The bidders are advised that all payments related to this subject work would be made through Electronic Clearance Service (ECS). The bidder would be required to provide particulars of their bank account along with the bid.

In the event of change in bank account during the pendency of the order, it is the responsibility of the bidder to advise BPCL of the changes under the signature of an authorized person in their letterhead and seek an amendment to the Agreement if required.

Failure on the part of the bidder to communicate changes in bank account numbers (for reasons which may include change in the constitution of a party due to amalgamations/mergers/take-over) or delay in receipt of communications or non-updation of bank account numbers may result in payments being made to an unrelated account for which BPCL will not be responsible.

28.0 Submission of Report's:

The Operator shall submit daily, weekly, fortnightly, monthly, quarterly, annually report for all the activities envisaged in the various sections of the bid document. The designated officials of the Owner shall verify the above reports before sending the same to BPCL.

29.0 Confidentiality:

The parties shall during the contract period of the agreement & thereafter, maintain secret and confidential and shall not disclose to any third party or person any proprietary information or any other information considered secret & confidential by any of the parties, which is disclosed at any time during or for the purpose of negotiation or implementation of the agreement & bidding documents. The parties shall take reasonable measures to ensure that their employees comply with the confidentiality obligations set forth in the agreement.

30.0 Avoidance of Conflict of Interest:

- a) It is an essential term of this tender and the contract between the successful tenderer and the Corporation, that the successful tenderer shall not, either themselves or through any Affiliate, put up any retail outlets for sale of transportation fuels. within a distance of 200 Kilometers of any installation belonging to the Corporation, to avoid any possible conflict of interest situation during the period of the contract and for a period of two years after its expiry or determination. For the above purpose, the term –Affiliate|| shall have the same meaning as has been stipulated in the tender eligibility criteria.
- b) The successful tenderer shall not store, handle or otherwise deal with any product belonging to itself or of any other party (other than the Corporation) unless specifically authorized by the Corporation in writing, at the installation under contract.
- c) The successful tenderer shall not solicit the business of any customer of the Corporation within the Territory or do or permit or cause to be done any act which is prejudicial to the business interests of the Corporation.
- d) The successful tenderer shall not offer any employment to any Director or other senior employee of the Corporation.
- e) Should the successful tenderer commit a breach of any of the aforesaid terms, then the Corporation shall have the absolute right to terminate the agreement/ contract by giving one month's notice in writing and the successful tenderer shall not have any right to claim any damages or compensation on account of such termination. This right shall be in addition to any other right which the Corporation may have, including a right to claim damages, etc. for such breach. Without prejudice to the aforesaid right of termination, the Corporation may, in its absolute discretion, and without any obligation on its part to do so, decide to offer some time to the successful tenderer to remedy the breach or to take other remedial measures, within such time and on such terms as the Corporation may think fit and proper to do, and upon such remedy/ remedial measure being taken by the successful tenderer, to the absolute satisfaction of the Corporation, the Corporation may elect not to terminate this agreement/ contract.
- f) The Corporation shall also have the right to terminate the contract in case of any change of control situation i.e., in case the ownership of or the substantial control over the successful tenderer changes.

31.0 Deployment of Vehicle by the Contractor:

The successful bidder shall deploy a vehicle/multiple vehicles based on the size of the location having spark free engine during the contract duration and shall be made available as per operational requirement. The vehicle preferably be a hard covered body suitable for taking materials and manpower. The vehicle entry permit shall be taken in advance and shall be fitted with safety accessories as per the guidelines of BPCL

VI. Detailed Scope of Work and Services

1. General:

The scope of work shall include, provision of skilled and experienced manpower for safe and secure operation of the facilities including supervision, receipt of Petroleum/related products by various modes of transportation, storage of products, delivery of products by various modes of transportation, Maintenance of all equipment's, movement of materials, provision of all necessary tools and tackles, consumables and all such other facilities and logistics required for operations and maintenance of the POL Depot duly complying to all safe practices as laid down by Petroleum rules, OISD Standards and PESO Rules and revised from time to time. Please note, the scope shall be as applicable at each of the locations as the modes of receipt, dispatches and operational needs can be different.

The scope of work also includes execution of Mechanical, Electrical, Instrumentation and Civil Maintenance jobs that would be required for keeping the Terminal and allied facilities in good operating condition at all times.

The Bidder (the term Operator is also being used hereinafter) shall maintain receipt/storage/ deliveries (supplies) as per the specified quality/ characteristics as detailed elsewhere in the bid document during the entire contract period.

All the locations will be equipped with Terminal Automation System having features of TTLS, TFMS, and Safety systems. Operator has to leverage the usage of Automation System for dip elimination, TFMS- SAP integration, etc.

The detailed scope of services to be provided by the bidder shall be but not limited to the following and shall be guided by BPCL Operations Manual, SOP's and Checklists, Safety Manual, Terminal Automation Manual, various OISD codes, Prevailing Statutory guidelines and new guidelines issued from time to time and Policy circulars issued by BPCL from time to time.

During the tenure of the contract, BPCL may develop additional facilities for complying with various statutory requirements; develop additional tankage, TT loading facilities,

Decantation facilities, conversion of the existing facilities for any other use and introduction of new products, branded fuels, Lubricants etc.

Bidder should note that the rates quoted should be based on the facilities existing at the time of handing over of the facilities for Operations & Maintenance contract. Maintenance charges for all the facilities developed subsequent to handing over will be reimbursed by BPCL.

2. Security of the Installation:

Oil Installations are Prohibited areas and very sensitive from security point of view and require high protection on continuous basis. BPCL has Oil infrastructure protection in place under which various computerized systems and gadgets are used at the locations. Operator will ensure to have proper security of the terminal at all times (24 Hours). Operator will engage adequate numbers of approved security personnel in the Terminal preferably DGR (Director General of Rehabilitation). All security guards/supervisor should submit Antecedents verified certificate from police

The requirements for security guards and security agency are as follows:

1. The security Guards deployed by the Agency shall be conversant with and have an aptitude to learn and implement the following security Gadgets. Systems adopted by BPCL involves usage of Computer for recording the security parameters like
 - a. Biometric access system
 - b. CCTV recordings
 - c. Photo ID passes / Gate pass systems
- 2.. The Security personnel deployed should preferably be from the Armed Forces...
3. Security Agency shall comply with all statutory requirements like PF/ESI etc., If ESIC is not applicable, agency shall insure the guards to equal amount for compensation.
4. Agency should produce their experience / service certificate for having rendered Watch and Ward services with various organizations.
5. Age of Security Personnel deployed at the installation shall not be more than 55 years. Agency shall take adequate care at time of initial deployment itself that the security personnel do not cross the age limit during the tenure. Replacement of security personnel on the ground of attaining the age limit of 55 years is not permitted.

6. One Third of the security guards must be rotated at an interval of 6 months.
7. Security personnel deployed should be medically and mentally fit and should not have been discharged from the services on medical / disciplinary grounds.
8. Security personnel deployed must have undergone a basic Fire Fighting course. Only those of Guards who have undergone the Basic Fire Fighting training need only be deployed by Security Agencies.
9. Duties of the Security Guards are outlined below
 - i. The Personnel on duty ought to be polite but Firm, Disciplined, Physically Fit and Alert, smartly dressed in uniform at all times.
 - ii. The security personnel must be in proper neat and tidy uniform.
 - iii. Security Guards should ensure usage of the gadgets like:
 - Door Frame Metal Detector
 - Hand Held Metal detector
 - Visitor Management system
 - Biometric Access system
 - CCTV Monitoring
 - Any other Gadgets introduced by Company from time to time.
 - iv. The names of the security guards and the security agency should always be displayed by them on their uniforms for identification purpose.
 - v. Entry of persons shall be permitted after verifying Photo Id Cards after thorough searching. Entry / exit timings of all personnel shall be recorded in the log book maintained for the purpose.
 - vi. Printed checklist of Dos and Don'ts applicable to visitors is available at the installation. The security personnel on duty at the gate shall hand over the Dos and Don'ts checklist to the visitors, explain and obtain their signature in the register.
 - vii. Entry materials shall be permitted after verifying Gate passes after thorough searching. Entry and exit of vehicles / materials shall be with proper authorization viz., gate passes, challan etc., and shall be recorded in the gate register (vehicle no., entry / exit timings, description of materials etc.,)
 - viii. All vehicles entering the installation shall be thoroughly checked. Bottom of the lorry shall be checked with under chassis mirror.
 - ix. Shift register shall be maintained to note all important events / happenings and shall appraise the location in charge on daily basis. On each working day, the

security staff on duty shall present the shift register to the location in charge in the morning for review.

- x. Security personnel on duty shall not leave the place of duty under any circumstance until and unless properly relieved. Proper handing over / taking over formalities must be completed and duty relieving register must be signed prior to leaving.
- xi. In case of fire, the Security Guard shall immediately alert the Staff on duty and assist in Fire Fighting Operation and also inform the Location In-charge. In case of Fire Accident during off Office Hours, the Guards on duty shall immediately take action to put off the fire. In case situation warrants, they shall simultaneously inform the nearest Fire Station and Location In-charge.
- xii. The security guard must keep a watch in and around the location premises for any unidentified / unclaimed / suspicious objects/ persons. On noticing such an object / person, the same shall be investigated and informed to the location in-charge
- xiii. During out of operating hours of the location, the security shall ensure that lights, instruments and other electrical equipment's are operated only to the extent of meeting the requirements for security purpose and switch off the balance.
- xiv. The security guard should ensure that all the gates are locked and sealed at the close of office and number log of the seals should be maintained.
- xv. Installation is provided with emergency gate which is required to be opened during emergency situations. The emergency gate is kept in locked condition during normal operations. In order to ensure that the locks are in operating condition, the security Supervisor / Head guard shall operate the lock once each day and maintain log.
- xvi. Access to the exit gate of the installation shall be free of obstacles and the tank lorrys shall be in a position to drive smoothly through the exit gate during emergencies. In case any obstacles / vegetation are observed blocking the access to the emergency gate, the same shall be immediately brought to the notice of the location in charge.
- xvii. The security guards shall at all times comply with all directions and instructions of BPCL. BPCL reserves the right to terminate the contract agreement if instructions related to security are not followed or any of the contract terms are violated.
- xviii. Any other duty as deemed required by the Corporation / Location In charge for enhancing the safety and security of the installation
- xix. Security Guards should collect Mobiles of visitors/workmen/TT Crew/Matches/Lighters and any other unwarranted items and issue tokens for collecting back at the time of leaving the premises.

10. Duties of the Security Agencies:

- a. The agency should provide a Uniform, Search Lights, Safety Shoes, whistle and lathi to the security guards on duty.
- b. Security agency will be responsible for entire inventory of stocks and assets. The agency shall maintain record of inventory of Corporation assets and the inventory

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of the shift. Any variation / discrepancy shall be immediately brought to the notice of the location in charge. The inventory record shall be always made available to the depot officials and security personnel on duty shall assist the officer designated by the location in charge in inventory verification.

- c. If it is found that any property of the BPCL is lost/ damaged due to the negligence or connivance of the security guards the same shall be made good on the value of the property damaged / lost from the security agencies pending bills. In case adequate pending bill amount is not available at the location, the balance amount would be recovered from the pending payments of the contractor
- d. The agency shall furnish the names and addresses of the security guards posted in the premises of BPCL and also when there is any change in security guards. It is the responsibility of the agency to provide the police verification of antecedents of all security personnel deployed by the agency.
- e. Security agency shall stand by the management during emergency like Gherao, Picketing, Strike etc., and also provide security to BPCL Staff from any assaults whatsoever.
- f. The Agency should arrange for minimum 2 surprise checks, during holidays / out of operating hours of the location, in a month by senior officials of the agency. At least one of such surprise inspections shall be carried out between 00.00 hrs and 04.00hrs to check the alertness and attentiveness of the security guard. Surprise inspection report signed along with security guard on duty and shall be handed over to the Location in charge.
- g. The Agency shall submit a monthly report of compliance and happenings in the premises to the Regional Manager / Terminal Manager/ Resident coordinator.
- h. Security Agency shall be fully responsible for payment of wages and other dues, and compliance of all labour laws applicable to them.
- i. The Agency, on award of the contract should execute an agreement on a stamp paper of appropriate value with Operator incorporating the above terms and conditions.

11. Typical Security arrangement:

First shift : 3 no. security guards

Second Shift : 3 no. security guards

Third Shift : 3 no. security guards

There shall be one Head Security in the General Shift. Operator has to ensure that sufficient relief manpower is available so as to avoid prolonged duty of security guard beyond each shift.

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- a. If required, contractor may have to deploy female security guards for frisking woman employee/contract labour/visitors.
- b. No personnel vehicle will be allowed to enter into the Terminal. All personnel vehicle have to be parked outside the Terminal in the parking space.
- c. Operator will ensure that all the persons working in the Terminal must be provided with Photo Identity card duly signed by Resident Coordinator of BPCL. Tank lorry crew entering in the Terminal must also possess the photo identity cards. These ID-cards must have validity period of 2 Years. Transporters & contractors shall be advised to submit the details of their crew members along with the verification by local police.
- d. Visitors entering in the Terminal must be issued Visitors' pass. Copy of sample I-card will be furnished by BPCL.
- e. No unauthorized person should be allowed to enter into the licensed area.
- f. The Character & Antecedents (C&A) of drivers & helpers entering in the Terminal should be verified before allowing them to enter into the Terminal.
- g. In case additional Security personnel are to be deployed due to new statutory requirements coming into force, additional expenditure shall be to Operator's account.
- h. BPCL has developed Standard Operating Procedure (SOP) to be adopted by the security. Agency should take the responsibility to comply with the same.

Contractor's Scope: Liaisoning with State approved Security Agencies / DGR for nomination of security Agency, finalization, screening of Guards, Supervisors, verifying their credentials and training them for handling Installation activities as narrated above. Payments of wages as per revisions from time to time and in case of any security alerts, deployment of additional guards, Surprise Inspections in the off shift hours. Providing training to Security staff in handling firefighting equipment's, First Aid etc shall be in the scope of Contractor only. Maintaining the Security Gadgets like CCTV, Door Frame Metal Detector, Hand held Metal Detector, Biometric Access System and Under Chassis Mirrors will be in the scope of the contractor.

3. Environmental, Safety Aspects and compliance to Statutory Norms:

- a. All wastes & effluent generated in the plant shall be collected and disposed off at the location so as to avoid any Environmental hazard. In discharging the effluent water, contractor must follow the Pollution Control norms. The water samples must be tested for oil/toxic material content in the approved Laboratory & maintain the records as per BPCL's formats.

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- b. Periodic Monitoring of pollution parameters vide testing of Air, Water and Noise shall be carried by an approved agency and all reports/returns to be submitted to Pollution Control Board.
- c. No person should carry matchbox, lighter or any other material, which may cause fire/spark inside the Terminal.
- d. All personnel working in the operating area must use proper PPEs. All people working inside Installation shall be provided with safety helmets, safety shoes, goggles, gloves etc., which shall be worn by the workmen while performing work and people working at elevation more than 3 meters high shall always be provided with safety belts at contractor's cost. Contractor shall ensure that a proper Safety Net System shall be used at appropriate locations. The safety net shall be located not more than 27 feet (9.0 meters) below the working surface at site to arrest or to reduce the consequences of a possible fall of persons working at different heights.
- e. Operator will arrange for health check-up for their employees as per HSSE policy of BPC
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- f. All fire and safety measures shall strictly conform to the statutory regulations and as per OISD/ International/ BPCL standards. The HSSE policy of BPCL shall be fully complied with.
- g. Operator will nominate an Occupier/Manager for the Terminal who will be responsible for statutory compliance of various safety, health & other requirements, submission/maintenance of necessary returns/registers etc as per Factories act 1948.
- h. Operator shall prepare Fire Organization chart, P&I diagram, Disaster Control Management Plan (DCMP), Bomb Threat Plan etc as per the statutory requirement & get the same approved by the appropriate authority.

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- i. The Operator shall ensure that the Health, Safety and Environment (HSSE) policy & requirements are clearly understood and faithfully implemented at all levels at site. Necessary training on safety to be imparted by contractor to their employees at their own cost.
 - j. The contractor will arrange suitable first aid measures, such as First Aid Box, trained personnel to provide First Aid and Stand by Vehicle at site. Install fire protection measures such as, adequate number of steel buckets with sand and water and adequate extinguishers to the satisfaction of BPCL. At least 30% of Contractor's staff working in the Terminal should possess necessary certificate for First Aid Training.
 - k. Non-conformity on HSSE by Contractor (including his Sub-contractors) as brought out during review / audit by BPCL representative shall be resolved forthwith by Contractor. Compliance report shall be provided to BPCL.
 - l. The Contractor shall ensure holding of periodic safety Committee / HSSE Committees meetings/ safety / Quality circles as per statutory requirement /policy of BPCL. Minutes of such meetings to be sent to BPCL by the contractor.
 - m. Fire drills have to be conducted at least once a month & records maintained as per BPCL's format. After every fire drill, participants will have to be explained about the deficiencies observed during the drill
 - n. Offsite /On site DMP Drills shall be conducted periodically as per guidelines stipulated in Factories Act.
 - o. Drills with Full shut down scenario shall be conducted once in six months and records to be maintained.
 - p. Smoking inside the Terminal premises is Strictly Prohibited. It shall be the contractors' responsibility to strictly adhere to the above requirement. Severe action will be taken on persons violating BPCL Fire & Safety Regulations.
 - q. Any equipment's which is result in flash/spark/excess lighting like Cameras, Mobile Phones, Chargers, Non Intrinsically safe Torch lights carried by visitors/employees should be collected at the gate.
 - r. Online Hot work and other permits such as Cold work, Permit for working at height, Electrical Isolation Permit inside the Terminal shall be issued by Operator before commencement of the job. All jobs are to be carried out as per laid down procedures & necessary permits will be issued by the Location-in-charge.
 - s. List of some of the OISD guidelines is enclosed as Schedule - A.
 - t. Oil/Chemical spills shall be contained & cleaned up immediately.

4. Management of Change

BPCL has developed a standardized format in line with OISD 178, where by intended changes in facilities, documentation, personnel defined operating procedures & working environment including new processes are thoroughly evaluated and managed to ensure

that health, safety and environmental risks arising from these changes are effectively controlled. The Operator has to adhere to the guidelines of Management of Change (MOC).

5. Incident Reporting:

A team of Contractor's senior personnel shall investigate all serious/reportable accidents and other personnel accidents for root cause & recommend corrective and preventive actions. Findings shall be documented and suitable actions taken to avoid recurrences shall be communicated to BPCL. BPCL shall have the liberty to investigate independently and the Contractor shall extend all necessary help and co-operation in this regard. A report/All Intimations as required must be sent to appropriate authorities including OISD, PESO, Factory inspector & BPCL Officials on time.

BPCL has developed format and modalities of 'Near Miss' reporting. Operator shall report all 'Near Misses' to BPCL timely. Any Major Incident shall be reported immediately and detailed report has to be furnished at the earliest but latest within four working days.

6. Maintenance of Safety Equipment's:

All safety equipment's has to be kept in proper working conditions at all times. Maintenance of safety equipment's, fire hydrant system etc are detailed below:

- i. Fire engines have to be kept in working conditions at all times. Fire Engines are to be run every day for at least 15 Minutes & records maintained.
- ii. Fuel tanks of Fire engines are to be kept topped up at all times. Fire engines are to be kept in Auto system so that it starts immediately whenever there is drop in pressure in Fire Hydrant (FH) system. Fire pumps are to be maintained so that it can generate a pressure of 7 Kg/cm² at the furthest point in the Terminal.
- iii. There should not be any leakage in the fire Hydrant system. Water storage tanks are to be kept topped up at all times.
- iv. Foam tanks are to be kept topped up at all times. Condition of foam should be tested by the contractor once a year.
- v. DCP (Dry Chemical Powder) type fire extinguishers (FEs) are to be positioned at the strategic places as per OISD guidelines. These are to be checked at least once a month & proper record maintained. The weight of CO₂ cartridges to be checked every month & to be tallied with the weight mentioned in the cartridge. In case the actual weight is less than 10% of the weight mentioned, the cartridge should be rejected & sent for re-filling. At least 2 FEs are to be randomly tested for their effectiveness every month during fire drill exercise. These FEs are to be re-filled & replaced at their respective position. All replacement/ refilling of CO₂ cartridges, replenishment of Dry chemical Powder etc are to be done by the contractor at his own cost during the period of contract.
- vi. Fire Extinguishers are to be pressure tested at least once in 3 Years.
- vii. Firefighting hoses are to be staked properly. Leaky firefighting hoses are to be replaced by the contractor immediately. Firefighting hoses are to be pressure tested at least once a year.

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- viii. All firefighting equipment's used during the drill should be immediately kept back into their respective position after proper re-filling etc. Hoses are to be dried up.
- ix. All sprinklers, foam system etc are to be tested at least once a month & records maintained.

The above maintenance schedules of firefighting equipment's are only illustrative. Contractor will carry out all the maintenance works of firefighting system so as to ensure safety of Terminal, plant & machinery, people etc..

Detailed maintenance procedures for various types of firefighting equipment's are given below:

A. 10 Kg, 25 Kg, 75 Kg Dry Chemical Powder (DCP) Fire Extinguishers:

Checking of these types fire extinguishers are to be carried out once a month & proper records maintained as per BPCL's format. Procedure of checking will be as per BPCL's standard procedure.

If required, DCP powder, CO2 cartridge etc to be replaced/refilled by the contractor.

Pressure testing of FEs to be carried out by the authorities/qualified agencies having proper license to carry out such testing. Pressure testing of FEs to be carried out once in 3 years as per the procedure given in BPCL's safety manual. Necessary certificate for the pressure testing is to be issued by the contractor or his nominated representative.

Painting of FEs to be done once in 3 years or as and when required if the paint condition has deteriorated. Surface preparation by removing old paint and apply one coat of red oxide primer and two coats of post red color (signal red color). Paint is to be provided by contractor.

B. 4.5/4.8/6.5/6.8 Kg CO₂ Type Fire Extinguishers

Checking of these types fire extinguishers are to be carried out once a month & proper records maintained as per BPCL's format. Procedure of checking will be as per BPCL's standard procedure.

If required, CO2 cylinder etc to be replaced/refilled by the contractor.

Pressure testing of FEs has to be carried out by the authorities having proper license to carry out such testing. Pressure testing of FEs to be carried out once in 3 years as per the procedure given in BPCL's safety manual. Necessary certificate for the pressure testing is to be issued by the contractor or his nominated representative.

Painting of FEs has to be done once in 3 years or as and when required if the paint condition has deteriorated. Surface preparation by removing old paint and apply one coat of red oxide primer and two coats of post red color (signal red color). Paint is to be provided by contractor.

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C. 1 Kg / 2.5 Kg ABC Type Fire Extinguishers

Checking of these types fire extinguishers are to be carried out once a month & proper records maintained as per BPCL's format. Procedure of checking will be as per BPCL's standard procedure.

If required, DCP powder, CO2 cartridge etc to be replaced/refilled by the contractor.

Pressure testing of Fes has to be carried out by the authorities having proper license to carry out such testing. Pressure testing of FEs to be carried out once in 3 years as per the procedure given in BPCL's safety manual. Necessary certificate for the pressure testing is to be issued by the contractor or his nominated representative.

Painting of FEs has to be done once in 3 years or if the paint condition has deteriorated. Surface preparation by removing old paint and apply one coat of red oxide primer and two coats of post red color (signal red color). Paint is to be provided by contractor.

Refilling of 200 gms/ 2 Kg/ 3 Kg/ 4.5 Kg/ 6.5 Kg CO₂ cylinders for higher capacity DCP FES_ and refilling of 6.8 kg/ 4.5 kg CO₂ extinguishers should be done if the net weight difference is lower by 10% of original gas weight.

D. Servicing of Double Hydrant Points , Water Monitors & Water Cum Foam Monitors

All the hydrant Points/ ~~Valves~~, Water monitors and Water cum Foam Monitors have to be checked by the contractor at least once a month so as to ensure that valves are free to operate at all times. If required necessary greasing/lubrication of valves, Swivel Joints have to be carried out. A record for such checking is to be maintained.

Painting of double headed hydrant valves up to T joint & one Meter of main fire hydrant line has to be done by the Contractor. Surface preparation by removing old paint by suitable means and apply one coat of red oxide primer and two coats of post red color (signal red color). Paint is to be supplied by the contractor.

E. Operation, Testing & Servicing of Sprinkler & Fixed Foam System:

Checking & testing of sprinkler system and fixed foam system provided ~~in~~ on the tanks are to be carried out at least once a month. & records maintained. All gate/butterfly valves are to be checked thoroughly & if required, to be greased/lubricated. This system should be operative at all times. The details of the tanks are given in the enclosed layout diagram.

F. Maintenance of Fire Hoses

Fire hoses are to be maintained as per manualised instructions given in BPCL manual. These are to be checked once a month & records maintained. The hoses are to be pressure tested once in 6 months at a pressure of 7.5kg/sq.cm to with stand for 2 minutes with the

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help of hydro testing pressure pump. Necessary record is to be maintained. In case, the fire hose is damaged during the Pressure testing the same has to be replaced by the Contractor at his own cost.

G. Maintenance of Hose Boxes

Hose boxes are to be checked & kept clean once a month. Broken glasses of hose boxes, if any have to be replaced by the contractor. Painting of these boxes are to be carried out once in 3 years or if the condition of paint is deteriorated. Surface preparation is to be done by removing old paint applying one coat of red oxide primer coat and two coats of golden yellow paint. Paint is to be supplied by the contractor.

H. Testing, Servicing & Operation of 2400 lpm Wheel operated Foam cum Water Monitors.

BPCL has Trolley mounted water cum foam monitors of 2400 LPM capacity without foam tank. Contractor should check, at least once a month, the air pressure inside the tyres if fitted or the condition of the solid tyres and rectify the defects, if any. Necessary greasing and oiling has to be done for the monitor and gear system so that there will be free movement of monitor in vertical direction as well as in the horizontal direction. Any other parts remaining like pickup tube service etc., to be done by the contractor. Any spare parts required are to be supplied by contractor.

Job also includes operating the monitor for its functioning & maintaining proper records. Complete checking of the lugs hose fixing points operating the monitor for its easy operation, greasing the wheel etc.

Painting of the equipment's are to be done once a year or if the condition of paint is deteriorated. Surface preparation is to be done by removing old paint and apply one coat of red oxide primer and two coats of post red color (signal red color). Paint is to be supplied by the contractor.

I. Testing, Servicing & Operation of various accessories.

Contractor has to check the working condition of the various types of nozzles like triple action nozzles, water curtain nozzles, fog nozzles, jet nozzles, universal nozzles, foam nozzles with pickup tubes etc., Necessary oiling and greasing to be done for these items for free movement and operative. Thorough checking of pickup tubes etc., to be done and to be replaced by the contractor if found damaged.

J. Testing & Servicing of Breathing Apparatus.

Contractor should check the weight of the cylinder and if its weight is less than the specified it has to be sent for refilling to an authorized party and the spare cylinder to be fitted, if its weight is O.K.

The apparatus is to be checked properly, the connections for face mask to cylinder connections etc., for their proper functioning. Contractor should wear the apparatus either to his or other contractor's workmen including the necessary demonstration and/or for checking. Job includes the necessary dusting, cleaning of the apparatus and other related jobs

Contractor should check the weight of the cylinder and if its weight is less than the specified, it has to be sent for refilling. Refilling is to be done after proper hydro testing only and a certificate to be submitted whenever refilling is done. The cost of refilling the cylinder, if required, is to be borne by the contractor.

K. Testing, Servicing & Operation of Safety Shower/ Eye Wash Fountain.

Contractor should supervise the functioning of the eye wash fountain cum safety shower by opening all the related valves etc., Care should be taken to remove any foreign matter in the holes of the shower units clearing the clogging etc., for getting more water . Any other service like oiling and greasing of the parts like foot pedals, levers etc., should be done so as to facilitate smooth operation.

L. Operation of Fire Pumps /Foam Pumps:

Operation of Fire Pumps and Foam Pumps has to be carried out by a trained person on daily/weekly basis as per OISD Norms. Out of the available Fire pumps, Two pumps have to be run for half an hour and other pumps to be run for ten minutes in rotation. The

Foam Pumps have to be operated for at least 10 minutes per week. Contractor should ensure that the Fire Pump House is always manned by a trained person. Records for operating the fire pumps are to be maintained as per BPCL's formats.

M. Maintenance of Fire Pumps / Foam Pumps:

General maintenance of pumps to be carried for all Fire water pumps, Jockey pump and foam pump. Job includes maintaining the equipment's in good condition, gland rope leaks to be attended, operating foam pump and fire water pumps, daily checks as per OEM/directions of Engineer -in-charge and maintaining relevant records. Any problems found during daily inspection needs to be attended immediately. Also to check the levels of water in Tanks, foam content in foam tank. In case any qty is required in water / foam tanks the same has to be filled and maintained. AMC Charges for maintenance of Fire Pumps/Engines and Foam Pumps are to the Contractor's Account.

N. Pumps Strainer cleaning & others:

Change of filter medium of Pump strainers when they are found damaged or on quarterly basis. Job includes opening of bolts, check the medium condition, in case found to be damaged it has to be replaced by new one by cutting, clean the strainer, refit the strainer cover by bolts and clear the site. All parts/spares are to be supplied by the contractor.

O. Manual Emergency Call Points:

Manual Call Points should be in operating condition and necessary maintenance including replacement of glass cover as and when required with proper painting for easy identification needs to be done by the contractor.

Surface preparation by removing old paint and apply one coat of red oxide primer and two coats of post red color (signal red color).

P. Servicing of Gate/Butterfly Valves:

General maintenance of Gate/Butterfly Valves of Sprinkler System, Foam System and Hydrant system has to be carried out Viz., Greasing and oiling of the gate valves and ensuring ease of operation. Grease and Oil to be provided by Contractor.

Q. Miscellaneous Jobs

These jobs include filling of half cut drums (Scoops), Fire buckets with sand. Necessary testing, servicing & Operation of hand operated sirens to be done. Checking the inventory and positioning of safety helmets, stretcher, butyl gloves, fire entry suits, water gel blankets, resuscitators etc., Checking of Hydrant line for any leaks on daily basis and informing the concerned officials in case of any leaks.

Paints required for painting of equipment's are to be supplied by the contractor.

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BPCL may provide any other safety equipment's to comply with MB Lal committee Recommendations like ROSOV, DBB, Rim Seal Protection, Dyke Position Indicators, Emergency Response Centre, Double Fire Contingency, PCC of Tank farm etc. over a period of time. AMC's for the same will be provided by OEM/ Service Representatives/Consultants appointed by BPCL. Contractor has to coordinate for execution of the work. AMC charges after the warranty period have to be paid by the contractor and reimbursement will be made by BPCL thru monthly bills.

BPCL's Scope: BPCL will Provide Fire system, Foam System, Sprinkler system with adequate fire water tankage, fire engines, Jockey pumps, Fire water, Foam (AFFF & ATC), Safety equipment's like Fire extinguishers, Nozzles, Breathing Apparatus, Fire entry suit, Waterjel blankets ,Mobile foam equipment's ,Hose boxes, Hoses, MCP, ESD, Fire Sirens, Eye shower etc on one time basis complying to OISD requirements.

In addition, Personal Protective equipment's like Safety Helmets, Safety Harness belts, Electrical gloves will be provided on one time basis.

Contractor's Scope: Maintenance of Firefighting system and all the equipment's, facilities provided by BPCL for effective usage in case of any emergency, replenishing Water, Foam, DCP Powder, CO₂ Cartridges, PPE at contractor's cost.

7. Maintenance of OWS:

Oil Water Separator (OWS) has to be properly cleaned periodically & maintained so that it is free from Oil. No oil should be allowed to go out of the Terminal. It must be ensured that water which is going out from the Terminal should contain maximum of 10 PPM of Oil and as per prevailing guidelines from the statutory body.

8. Planning:

8.1 Execution of Indent:

The Contractor shall at all times ensure to meet the supply/ indents requirement of BPCL.

Operator will receive indent either thru PDP in the system or over phone from dealer / company's representative.

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In exceptional cases, Dealers/Consumers will call the Planning Officer for manual entry of Indent and the same should be manually entered the system.

The operator shall at all times ensure to meet the supply / executable indents requirement of BPCL. Executable indents are considered to be with adequate payments for execution or extension of credit facility by BPCL

There should be no complaint from any customer regarding non-receipt of products against genuine supply orders/indents. Names of Customers/Retail Outlets attached to the terminal for supplies will be furnished by BPCL from time to time. BPCL's Sales officer/Regional Office will co-ordinate with the Operator's Location-in-charge in this regard.

Operator is responsible for transparent actions in execution of indents, equitable mileage to transporters and maintaining harmonious relations at the location. Any complaints received in violation of the above will be viewed seriously and action as deemed fit will be taken against the Planning officer or any other concerned.

In case of exigencies including loss of time due to fire drills etc., Operator shall extend the operations to meet the market requirement and shall not charge for additional working on normal working days . In case of any unforeseen demand/Market requirements/ Bandh /Consecutive holidays/festival days/advice from State or Central Government or District Administration, Operator will be advised for operation of the location either by Regional Manager/Resident Coordinator of BPCL and in such cases location has to be operated within 12 hours notice.

For operation on Holidays/Sundays, a separate rate shall be paid as mutually agreed.

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8.2 Supply & Distribution Related Activities:

Contractor will carry out all S&D related activities at the Terminal. Some of these activities are listed hereunder:

- i. Receipt & checking of indents received from the Dealers/customers either thru IMS or manually. Maintain Indent register/file: Date-wise, Customer-wise in case IMS system is non-functional
- ii. BPCL receives the payment thru RTGS/NEFT and BPCL bankers will receive the same and credit to BPCL account in every two hours interval as of now. Based on RBI Guidelines the same may be revised from time to time. In case either the RBI Server/Banker's server or BPCL server is not in a position to receive the payment, Regional Manager or Resident Coordinator may decide to make collections thru banking instruments (DD/Cheques) along with indents & depositing the same in BPCL designated Bank on need basis .
- iii. To make daily loading/dispatch plan.
- iv. To maintain all deliveries on -First-come-first-served|| basis, except for Category-A Dealers/Consumers(List will be provided regarding A category customers)
- v. To issue Filling Advise Note (FAN) as per procedure.
- vi. Maintaining proper register for sealing/locking of TTs as per procedure followed by BPCL.
- vii. To carry out all S&D related documentation such as Cash Receipt, Invoice, Debit/credit notes, Transportation bills & any other documents which BPCL may advise the contractor from time to time.
- viii. Collect monthly Bank statement from the designated BPCL's bank.
- ix. To carry out Statement of Account reconciliation of all commercial transaction at the Terminal, receivables/collection etc.
- x. Carry out Excise, Sales Tax, VAT, Service Tax related documentation in co-ordination & consultation with BPCL Officials.
- xi. BPCL may position their own Company owned Tank Lorrys at the Terminal.
Contractor has to ensure that Company owned TTs are loaded on priority so as to have better utilization & operating efficiency.
- xii. To liaison with Transporters for collection of money towards Uniforms for TT Crew, Branding activities, Anti Braking System and any other initiatives of BPCL from time to time.
- xiii. Maintaining Master data of all the Tranporters/Fleet/TT crew etc

BPCL Scope: Access to SAP, TAS System will be provided. Initial data of all Transporters, Retail outlets, Consumers, SKO resellers with Authorized signature will be provided.

Operator's Scope: Liaisoning with Tank lorry owner, TT Crew for timely placement of tank lorrys, equitable distribution of loads to transporters, collection of payments from transporters, processing transporters monthly payments after deducting 25% of PCB payments from transporters and crediting to Fleet cards issued to transporters, enforcement of TDG and Guidelines as per Transport Agreement, Reconciliation of accounts, advising

the Regional office in case of any default of payments, generation of Invoices, Pre - printed In voice Stationary, FAN Stationary and FAN generation, Depositing of BDS in bank if any , Reconciliation of Bank Statement,SOA Reconciliation, Collection of Penalties, from the dealers for default in payments and Invoicing and issue of documents to TT Crew.

9. Calibration of Tank Lorrys:

All the tank lorrys which are plying in the terminal must be calibrated within the terminal. For carrying out Calibration of TTs, BPCL has provided necessary calibration facilities in the terminal. Calibration of tank lorrys is to be done in presence of Dept. of Legal Metrology inspector. Contractor has to provide necessary manpower for coordinating & conducting the calibration and maintain records as per prescribed formats of BPCL.

BPCL Scope: Provision of Calibration facility.

Operator's Scope: Liaisoning with Tank lorry owner, Inspector of Legal metrology, deploying the manpower for checking the tank lorry complete in all aspects before calibration, getting the tank lorry calibrated including stamping the Dip rod for Proof level, dip level, Compartment number, TT Number, Calibration certificate no, date of calibration and validity of calibration etc on the dip rod and updation of calibration details in SAP. All the events should be logged in separate register. A copy of the Calibration certificate has to be retained for future reference.

As and when the Prover tanks are due for calibration, arrange for calibration of the Prover tanks in the presence of representative Officers, Dealers and Transporters. Annual Statutory fees paid to Legal Metrology department is in Operator's scope.

Operator can collect Calibration charges @ Rs.100/kl capacity of the tank lorry from the transporter. The Service tax payable on the above said activity has to be borne by the Operator only.

10. Pre-Inspection of Tank Lorrys :

10.1 Pre-inspection checks by Operator

Pre-inspection of all Tank Lorrys which are to be loaded in the Terminal has to be carried out by the operator. The checks include the following:

- i. Check the Calibration charts, Explosives license, safety fittings etc., All the Tank Lorrys entering in the Terminal must be fitted with CCOE approved spark arrester

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- & must have at least 2 nos Fire extinguishers (1x10 KG DCP Fire Extinguisher and 1x1 Kg DCP/CO2 Fire Extinguisher) in working condition.
- ii. Detecting any malpractices, false fittings, hidden compartments etc.
 - iii. Random checking of Calibration of Tank Lorrlys.
 - iv. Checking of Security locking system
 - v. Overall fitness of TT for loading/carrying Petroleum Products.
 - vi. To take action against the defaulted TTs as per Industry Transport Discipline Guidelines (TDG) in consultation with BPCL Officials.
 - vii. To ensure that Blacklisted TTs are not taken for loading. List of such TTs will be communicated to the contractor from time to time by BPCL.
 - viii. To monitor Vehicle Tracking System (VTS) fitted in TT. Action as per TDG has to be taken against any TT found to be violating the rules/norms of BPCL.
 - ix. To ensure that all TT crew are having Police verification Certificate & proper Identity Card for entry in the Terminal.
 - x. To ensure safety & security of TT parking area.
 - xi. Any other checks that may be required to ensure safety & security dispatch of right quality & right quantity of product to the customer.
 - xii. All TT are meeting the latest TT Innovation norms (branding with 3 M stickers, PU painting , ABS etc..)
 - xiii. To ensure that the TT Crew wears uniform as per BPCL approved design all the times.
 - xiv. To ensure that TT Crew are having valid Hazardous goods license
 - xv. To ensure that the TT Crew know operation of Fire extinguishers and random checks have to be carried out to ascertain the skill levels.

In handling of tank lorrlys, contractor must ensure that all the TTs are complying with the Terms & Conditions laid down in the Transport Contract Agreement especially with regard to Safety fittings, VTS/VMS, Painting/ colour scheme, Branding etc.

11. Security Locking System of Tank Lorrys:

All the Tank Lorrys will be locked with security locking system as per BPCL Security Locking Manual. Initially adequate number of security locks will be handed over by BPCL to Operator. In case of any damage or misplacement of locks, keys and Master key, additional locks or additional keys or Master key will be provided to the contractor & cost of such locks will be deducted from the running bill of contractor.

Operator will follow the Master Key Management as per policy of BPCL. Loss of Master key may require change of all the locks at the location & cost of such changing of locks will be deducted from contractor's running bill. As such, contractor must take utmost care in handling Master Keys & these keys are to be handled only by the responsible officer of contractor.

BPCL will provide the locks for the existing retail outlets/customers and in addition 50% of the Locks shall be handed over to the Operator for immediate use in case of replacement of locks or for provision of locks & keys.

Operator shall carry out monthly reconciliation of all locks and maintain proper updated records of inventory.

12. Receipt of Products:

The products will be received in the following modes -

By Tank wagons - Receipt of Products in TW/TW unloading:

In case the product is received by Tank Wagons, the quantity has to be ascertained by measuring through dip rod reading & as per certified CTCC charts. In case of any shortage, same has to be bifurcated into Temperature variation loss & claimable loss as per the procedure followed by BPCL. Claimable Loss, if any, has to be recovered from the Railways, in case of leakages and defects of Tank wagons. To take up with loading base, as required.

To coordinate and carry out unloading of sick wagons, if required as per procedure.

As per railway norms, unloading operation is to be undertaken between 0600 hrs to 1800 hrs only.

- Check the tank wagons placed for all requisite formalities before unloading.
- Ensure sufficient ullage and positive segregation in receiving tank.
- Ensure sump points have proper colour coding and checked for closed position before wagon connections.

- Check seals on dome cover / valves of wagons.
- Each tank wagon is to be dipped and sampled before decantation. Any water presence in the wagon is to be recorded for taking up further with loading location.
- If the wagon sample is hazy in appearance or off-colour, tank wagon to be kept aside, stop unloading operations in the event of a fire or approach of thereunder storm.
- Close all valves on completion of unloading of a tank wagon rake, gauge storage tank and sampled.
- Calculate loss/gain close the wagon manhole cover, valves and check for emptiness storage tank is to be gauged for water to immediately advise rlys through a memo indicating the defect noticed intimating inability to unload the wagon.

13. Storage of Products:

Storage of Products will be as per the facilities provided in the Terminal. Generally Class A Petroleum Products (MS) are stored in floating Roof tanks (FR). Class -B|| & Class -C|| products such as SKO, HSD, are stored in cone roof (CR) tanks. However, depending upon the requirements, BPCL may decide to store any product in any tank.

Contractor must ensure that there is NIL water or maximum 5 cm only and ensure that water from the bottom of storage tank is replaced on monthly basis to keep the water in the tank free from hydrocarbons.

(Gauging of tank comprises of recording of Gross dip, water dip, density & Temperature)

All the gauging equipment's as well as temp. & density measuring instruments must be calibrated & must have valid calibration certificates. Contractor shall use proper sampling equipment's as per IQCM (Industry Quality Control Manual).

Radar gauges are provided in the storage tanks. Once BPCL is satisfied with accuracy of the Radar gauges, its readings may be recorded as closing gauges. However, it must be ensured that radar gauges are accurate at all times & the readings of Radar gauges must be tallied with the physical gauge readings at least twice a week.

BPCL has provided Tank Farm Management System (TFMS) in the Terminal. This TFMS system is integrated with SAP system or any other system which BPCL may introduce from Time to time. Contractor will facilitate in implementation of any New Technology which BPCL may introduce. Contractor must also ensure that all such systems are maintained in good conditions & these systems must be operative at all times.

Contractor must ensure that on-specification products are stored in the storage tanks at all time. Any deviation in product specs not meeting the QC norms must be brought to the notice of concerned BPCL representative timely.

14. Delivery of Products :

Delivery of products will be by the following mode -

By Road - in Tank Lorries (TT), by stake lorries, In barrels

Whenever the product has to be delivered by TT, it must be ensured that TT belongs to authorized contractor of BPCL or SKO agent of BPCL or to any customer as the case may be. All the TT entering into the Terminal must have necessary PESO/CCOE certificate, drawing duly authenticated by PESO, Valid Calibration Chart & dip rod duly stamped by Dept. of Legal Metrology. Tank Lorry must have all necessary safety fittings as laid down in the

Petroleum Rules/Acts of Govt. of India, valid road permit. T/T Driver must have valid driving license from RTO duly endorsed for carrying hazardous goods as per MV Rule 9.

Tank lorry should be loaded in TLF (Tank Lorry filling Bay) as per the product & dip mentioned in the Filling Advise Note (FAN) . After correct loading of TT, Tank lorry has to be sealed/ locked as per guidelines issued by BPCL from time to time.

Necessary invoice will be made by Planning section & TT will be released from the Terminal only after obtaining signature & seal of authorized representative of transporter on the copy of the invoice.

Contractor shall maintain Bay-wise TT filling records including dosing records of additives and Blue dye and reconcile the same at the end of each shift.

Receipt of Product:

In order to establish the responsibilities i.e., Product will be considered to have been received by the Contractor in case of receipt by TW, as soon as TW enters the premises of Terminal / Railway Siding.

15. Handling of Additives & Ethanol:

The Petroleum Products which are required to be handled at the Terminal will be supplied by BPCL.

15.1 Blue Dye:

In case of supply of PDS SKO, blue dye is to be doped as per required dosage. Doping of Blue dye in PDS Kerosene may either be in the storage tank directly or in TLF bay as per advice of BPCL Officials. In case of Premium fuels, additives as per required dosage have to be dosed. BPCL will place centralized Purchase Order for supply of Blue Dye and Additives and Operator has to coordinate with the Suppliers for delivery of the same. Adequate inventories have to be maintained such that location shall not be dry of any additives and loss of business opportunity due to the above act will be Operator's account as per the penal charges specified in loss of Sales.

15.2 Ethanol:

As per Govt. directives, Ethanol is to be blended with MS in TLF bay. Present statutory blending of Ethanol in MS is 5%, which may be revised by Govt. from time to time. Marker may have to be doped in products as per decision of Govt./ Company from time to time.

Follow up with Ethanol suppliers shall be maintained by Operator. Schedule for the supply of Ethanol by the suppliers shall be finalized by Operator for the following month. Ethanol and all required additives are to be dosed as per operational guidelines.

Operator shall be responsible for obtaining all Excise permits required for supplies to location from ethanol supplier/manufacturer's plant. Similarly, Operator has to render all

assistance and coordinate for issue of Import license to supplier for effecting ethanol supplies to BPCL Installation.

Stock loss for Ethanol will be on No Loss- No gain basis and any additional loss incurred on Ethanol shall be recovered from the Operator.

Adequate inventories have to be maintained such that location shall not be dry of any additives and loss of business opportunity due to the above act will be Operator's account as per the penal charges specified in loss of Sales.

15.3 Other Additives:

In case any other additives are required to be doped in future as per the market requirement, Operator shall carry out all activities without additional cost to BPCL.

15.4 Storage of Additives/ Chemicals:

Hazardous and / or toxic materials such as solvent coating, thinners, marker, Blue dye etc., shall be stored in appropriate containers.

All hazardous materials shall be labeled with the name of the materials & hazards associated with its use and necessary precautions to be taken.

16. Stock Recording:

- a)** The Operator has to maintain all necessary documentation and records such as log books, charts, performance registers, inventory registers for Petroleum Products, equipment's history, power consumption, laboratory test reports, daily, weekly, monthly performance reports, consumption of Blue dye, Ethanol, Speed & Hi-speed additives etc, and all such other related documentation as advised by BPCL from time to time. These reports advised from time to time shall be submitted on a periodical basis to BPCL in duplicate. Reports can be daily/ weekly /monthly as per advise by BPCL The relevant important data shall be computerized for easy scrutiny of various parameters as well as in graphical form wherever possible to facilitate monitoring of performance on a monthly basis by first week of every month. All reports shall be furnished to BPCL by email.
- b)** Gauging of all storage tanks are to be carried out by the contractor every day morning (Opening gauge) & after closing of operations. Same should be recorded in gauge books as per prescribed format of BPCL & duly signed by contractor. Gauges of storage tanks are also to be taken on special occasions like before & after receipt, before & after water

drain etc., & same are to be recorded in the gauge book/log book. At the end of the day, stock loss/gain for the day's operations is to be calculated & logged.

The contractor shall maintain the account for receipt, consumption and inventory of the materials supplied by BPCL. The contractor should furnish the reconciliation statement for the materials supplied by BPCL on monthly basis in their progress report.

- c) This monthly report for each item/product is to be maintained as per the format given below or any other format to be supplied by BPCL.

Products	A	B	C
Opening Balance as on 1 st of month			
Receipt			
Total (Opening+ Receipt)			
Deliveries during the month			
Book Balance (Total-Deliveries)			
Physical Balance			
Loss/Gain (Book Balance - Physical Balance)			

This statement is to be sent to BPCL Office on the first of the month.

Inventory of capital assets provided by BPCL is to be maintained as per BPCL's format. Fixed Asset Inventory Ledger (FAIL) will be signed and taken over by Operator at the beginning of the contract. FAIL reconciliation should be sent to BPCL for each quarter. For Eg - For quarter ending March, statement should be sent to BPCL on 3rd April.

17. **Product Loss:**

Product accounting to be done on daily basis to assess loss/gain position. Any abnormal loss/ gain to be investigated immediately and critically.

Storage and handling loss both for MS and HSD shall be decided on the basis of discussion after experiencing the actual storage and handling loss of the products for a period of six months.

The loss, as a percentage of the volume handled, shall be determined by following formula:

$$\text{Loss \%} = \frac{\text{difference between book balance \& Physical stock}}{\text{(opening stocks + receipts)}} \times 100$$

For any losses exceeding this limit, BIDDER will compensate BPCL for the Product value lost at the average landed cost (including excise duties) of the Product delivered into the Facility.

The stock loss details will be provided on monthly basis and the same will be deducted in the monthly bills of BIDDER in case it exceeds the limit.

18. MIS Report :

Operator shall be responsible for preparation all Month ending documents (as advised by BPCL) and shall submit the same to BPCL by 1700 hrs of the First day of the following month. Even if the first day of the month is a Holiday, month ending documents have to be submitted within the above mentioned stipulated time. Non-submission of documents within the above mentioned stipulated time will attract penalties

At least 5% of the Tank lorrys (Minimum 2 per product, one each in the beginning & towards closure of the shift) filled during the day shall be cross checked with dip rod by contractor. In case of variation, the TT should be taken out for re-verification at the calibration tower.

Under no circumstances, manual addition/removal of product shall be resorted to at the TT Gantry.

19. Gantry Operations:

The successful Bidder/contractor shall ensure filling of Tank Lorries/ Tank wagons as prescribed under the applicable laws/ Packaged Commodities Rules (Legal Metrology Act, 2009 and rules made thereunder)/ CTCC charts of TWs as amended from time to time. All required manpower assistance shall fall under the scope of the bidder for filling activity. There should be no complaint from any stake holders/ dealers/customers/law enforcing agencies regarding short delivery of products by the Terminal. In case of short delivery of product is established, all legal consequences including penalty, recovery etc will be borne by the contractor and BPCL shall have no liability towards the same.

In order to ensure continued accuracy of flow meters, periodical calibration & stamping of all delivery equipment's are to be carried out by the contractor at his own cost as per details given below:

- i. Calibration of 20 Ltrs measures by Legal Metrology dept. - Once a year
- ii. Calibration of Prover tanks on calibration tower by Legal Metrology dept. - Once a year
- iii. Verification & calibration of Mobile Prover tanks through calibration tower - Once in Six months
(In case of discrepancy in readings, mobile prover tanks to be re-calibrated & stamped)

- a) Verification of calibration of Flow meters through prover tanks - Once a quarter. (In case of variation observed more than W&M tolerance limit, same shall be recalibrated & stamped by W&M).
- b) Verification of calibration of all tank lorrys attached to the location through calibration tower installed at the location - Once a Year.

The above checks are to be carried out independent of statutory requirement of calibration of the equipment's through Legal Metrology dept. of respective states. Records of these checks are to be maintained by the contractor in the format to be supplied by BPCL. All service expenses for calibration including Calibration fees to be paid to Legal Metrology Department, Penalties etc to be borne by the contractor.

All measuring equipment's available in the location has to be verified by the Legal Metrology Dept. If, any measuring equipment is not working/ idling / not in use for delivery / measurement, exemption has to be obtained from Legal Metrology Dept. Penalty if any on this account will be borne by the contractor.

20. BPCL Scope of Supply:

- a. Initially, BPCL shall provide the PPEs (Personal protective equipment's) such as helmets, fire proximity suit, self-contained breathing apparatus, water gel blankets etc., as per OISD standard (latest amendment). Contractor shall maintain these PPEs in good working condition and replenish the same, if required, if any during the period of the contract.
- b. BPCL shall ensure supply of Petroleum Products, Ethanol, additives, Blue dyes, Marker at the Terminal site as and when required in order to maintain adequate stock.
- c. Initially Laboratory with all necessary equipment's will be provided by BPCL. Subsequent maintenance & procurements of consumables like chemicals, reagents etc for testing in normal operations such as Batch Formation Testing, Flash Test etc have to be done by the contractor. However, BPCL will pay to contractor the amount of fees for testing external samples like MDG/civil supplies, at the prevailing rates.
- d. BPCL will provide the list of all contracted TTs, Names of customers/ Dealers with their Round Trip Distances from the Terminal, storage tank calibration charts, Terminal lay out, Copy of statutory licenses etc.
- e. BPCL will provide ERP Connectivity. Necessary authority to operate ERP and Training shall be given to the contractor. Contractor must ensure that persons well conversant with the ERP software only. No unauthorized person will be allowed to operate on ERP.
- f. BPCL will provide terminal layout drawings, P & I diagram, Firefighting organization chart, Hydrant line drawings, OEM's manuals for all pumps, motors, DG sets, fire engines etc.,

- g. BPCL will also provide one set of their manuals such as operations manuals, safety manuals, QC manuals etc
- h. BPCL will provide safety harness facility with safety belt system in each bay on the TT Gantry.
- i. BPCL shall install & provide Utilities like power as per the requirements. j. Initially all the fire water storage tanks will be filled up by BPCL.
- k. Diesel required for running of DG set will be under the scope of BPCL.
- l. Payment for Monthly Electricity charges/Power bill will be done by the BPCL. Contractor shall ensure that that electricity bills are handed over to BPCL representative well before due date of payment to avoid late payment. Alternatively, Contractor shall make the payment towards electricity bill and get back to back reimbursement from BPCL against payments made.

All the supplies enumerated above shall be made at the Terminal site. However, all necessary distribution networks within the terminal shall fall under the scope of the contractor.

21. Bidder Scope of Supply:

The Bidder shall supply all other items excepting for those as indicated under BPCL's Scope of Supply. The details are as below but not restricted to:

- i. All materials/consumables including chemicals/reagents required for testing of products etc will have to be supplied by the Operator during the entire period of the contract.
- ii. All stationery shall be arranged by Operator for operations and maintenance of Installation.
- iii. All necessary spares, tool, tackles etc required for operation and maintenance, safety and security of the Terminal.
- iv. Any other additional equipment's, consumables etc. that may be required to meet the Operational & Maintenance activities.
- v. Initial fire water provision is in BPCL scope. Subsequently, day-to-day replenishment & maintenance of facilities will have to be carried out by the Operator.

- vi. Diesel required for Fire engines will be replenished by contractor. Diesel for fire engines would be made available by BPCL to the Operator and cost of such diesel for operations of fire engine will be debited to the operator at the prevailing market rates. Contractor shall maintain daily log book for DG set and Fire engines as per BPCL format giving full details of opening and closing readings, time etc.,
- vii. The Contractor shall ensure that the power consumption for operating the plant is as per the consumption pattern as detailed out by BPCL. The monthly tariffs for electricity consumption will be paid directly by BPCL to the Electricity Authority concerned. The contractor will have to submit the bills to BPCL in time and any penalties due to late submission of bills by contractor to BPCL will be recovered by BPCL from the contractor. The Operator will maintain a daily log book on Power Factor and ensure that it is not lower than stipulated PF. Operator will take all precautionary measures to optimize the Electricity/ Diesel consumption of the terminal.
- viii. Contractor shall also ensure that all Capacitor banks, VFD, ILC and other energy saving devices are in full working condition to reap benefit in electricity saving. BPCL shall verify the records and carry out surprise checks to see that above energy saving devices are in working condition.
- ix. In case of any abnormal variation in Electricity consumption/ Diesel for captive power consumption for any month of operation, the same shall be thoroughly investigated by Operator and furnish the reasons for such abnormal variation to BPCL. Based on the analysis, Operator shall take corrective steps to avoid recurrence of such abnormal variation in Electricity/ Diesel consumption in future.

22. QC & Sampling/ Testing:

22.1 Sampling:

Contractor will draw product samples from the nominated tanks for Quality Control checks as per requirements/ advice of BPCL, carry out checks strictly as per BPCL's QC Manual/IQCM and arrange for retention and sending samples as per procedure confirmed by BPCL. Contractor must ensure that all products stored in the storage tanks & supplied from the Terminal meets BIS specification. Contractor will ensure proper sampling of products as laid down in IQCM. Adequate numbers of sampling equipment's should be available in the Terminal at all times. BPCL shall provide containers as approved by IQCM/BPCL Manual and procedures for carrying out quality control checks.

Contractor will keep the retention samples as per IQCM/Marketing Discipline guidelines/ Transport discipline guidelines/ statutory requirements etc in a safe place as per the stipulated period.

22.2 Quality Control:

Operator must ensure that there is no contamination of the products at any time of the operations. As soon as the product is received, the same should be tested for the quality. Operator shall be responsible to carry out QC checks in respect of receipt/ dispatch as per IQCM. Batch formation test or full specification test/ Octane/ Cetane wherever required will be carried out by Operator subject to availability of the required equipment's in terminal lab.

- i) BPCL will supply products meeting BIS specifications or relevant BIS specifications.
- ii) The successful bidder shall test each batch of Products as per IQCM & copies of test reports should be properly kept for inspection by BPCL officials or any external/statutory agencies.
- iii) The successful bidder shall maintain records of Quality Control checks as laid down in the IQCM/Industry practice. These records will be made available to the officials of BPCL as and when required by BPCL. BPCL will have the liberty to cross check the quality of products at any of their Laboratories.
- iv) Apart from testing of samples from the Terminal, Contractor has to carry out testing of MDG samples in the Laboratory as per direction of BPCL.
- v) Contractor has to periodically calibrate all Laboratory equipment's as per BIS standard.
- vi) Contractor will preserve all samples as per IQCM guidelines.

BPCL may deploy their own Quality Control Officer on need basis or permanent basis based on location specific requirements.

23. Hospitality & Safekeeping for other OMCs:

BPCL may enter into a separate agreement with other marketing Companies (OMCs) on Hospitality/Safe Keeping arrangements of products. In such cases, Terminal will store products on behalf of OMCs. Contractor has to carry out all the activities of receipt, storage & delivery of products on behalf of OMCs as per the terms & conditions of the agreement between BPCL & OMCs. Necessary documentations like Joint Certificates, Sales documents etc & other related jobs/ records as per the terms of agreement have to be carried out by Contractor without any additional cost. Terminalling Charges will be collected by BPCL and no separate payment will be made to the Operator as the volume will be considered as part of Minimum Guaranteed Thruput. Stock loss targets fixed for the location will be applicable and any difference (Both Positive and Negative) between the agreed targets between the OMC's and BPCL and BPCL and the Operator shall be to BPCL account.

24.0 Terminal Automation System:

TAS can be sub divided into following groups wherein the role and responsibilities of the Operator is described below-

1) Tank lorry loading system

The tank lorry loading system includes taking the tank lorries inside the terminal using the Proximity card by capturing the IN & OUT time of the tank lorries, bay allocation using the FAN slip generated by TAS Systems and Printers provided in the planning room. Using the FAN Slip and the card at the Gantry the loading of lorries will start. Batch controllers, PD Meters/Mass Flow Meters, DCVs, Loading arm, Strainer cum Air Eliminator which are part of Flow Metering system are provided.. The system also includes Densitometers, Temperature sensors, pressure transmitter at the Gantry header for each product for measuring the Density and temperature of the products under delivery. It will be the responsibility of contractor to ensure that all the equipment's stated above and other related to TT filling are always kept in order and preventive maintenance. The Operator is required to cross check 100% of the Tank lorries and record the variations observed in each of the compartment of each lorry filled. The data is to be recorded in the format provided by BPCL. The Format provided will be subject to change as per the requirement and the Operator is liable to adhere to it.

2) TFMS (Tank Farm Management System)- The system includes Radar gauges for measuring the Gross Dip of the product in the Tank, Water Level Sensor for measuring the Water dip in the product tanks, Pressure transmitter for measuring the Density of the product in the Tank, Multi Spot Sensor for measuring the temperature of the product in the Tank. Tank Side Indicators are provided for each tank for viewing the above mentioned parameters. Field communication Unit in the control room will fetch the data from the field and send it to LRC. The contractor is to ensure that all the stated equipment's and related to TFMS are maintained and kept in working condition . The contractor should also ensure that the readings of all the 4 equipment's are compared with manual readings by taking gross dip and water dip by Dip Tape, Temperature and density should be measured at Top, middle and Bottom of the product in the Tank and the average readings should be compared with that of TAS. If variations are found then it is carried out and the reason for the same is identified. The contractor has to ensure that the errors are then rectified in co-ordination with the TAS service provider if required and the reading are within the allowable limits.

3)Product pump house & VFD - The pump house is also Automated and is governed by VFDs. It would be the responsibility of the Operator to ensure that all the pumps are always kept in Auto mode and are working with VFDs. It is to be ensured that they are always maintained Healthy and any defects if found should be rectified in consultation with the service provider. Pump communicates with TAS with the help of PLCs in the Control room, Operator to understand the pump logic and ensure the working as per FDS

4) Control room: The control room contains 2 LRCs- main servers, any many sub stations such as Engg. Station, TFMS station, Planning PC, Terminal manager's PC and 2 OICs. The room also contains panels for PLCs, MCBs, FCUs, Ethernet switch and other equipment's. All the equipment's such as LRC, PLC, Switch, FCU, etc are provided with Hot Standby redundancy. It is the responsibility of the Operator to ensure that the redundancy is maintained at all times and all the systems are healthy. If any breakdown occurs the Operator has to communicate with the TAS service provider and get it rectified immediately.

BPCL Scope: Ms Honeywell automation India Ltd(HAIL) have carried out the terminal automation system for Gooty depot. As per the agreement with them a resident engineer will be placed by them for 2 years (during the first year warranty plus one year). Further BPCL will be entering into AMC with Ms HAIL for a five year period with timelines for attending the Breakdowns.. All the major improvements in Software, new features will be provided by BPCL. BPCL will be making the payments to HAIL for the resident engineer for the 2 year period and for the 5 year AMC. However, necessary coordination with the automation service provider Ms HAIL has to be done by the Operator.

From the 3rd year the contractor has to take of the day to day operation of the automation and BPCL will be discontinuing the resident engineer arrangement with Ms HAIL.

Operator's scope: It is the responsibility of the Operator to ensure that all the TAS equipment's are maintained in healthy condition at all times.and ensure that Preventive maintenance is carried out as per the schedule with Ms HAIL.

However the Calibration of all the TAS equipment's has to be carried out by the operator at his own cost which will be reimbursed by BPCL on actual.

6.2 Maintenance:

The contractor shall carry out all maintenance works inside the Terminal as required in order to maintain all facilities in good working condition at all times during the contract period. Except following scope, all other maintenance jobs shall be carried out by Operator.

At least 15% of charges paid by BPCL are envisaged to be spent by the operator towards Maintenance services. Operator has to furnish proof of spending the amount towards Maintenance to Resident Coordinator for processing the Monthly bills, retaining the same for verification by Audit team at a later date. In case, if there is shortfall in spending the money for maintenance, BPCL will deduct the differential amount for the year and the Operator has to spend the deficit amount in the following year in addition to the amount earmarked for the year. 15% of the amount will be worked out on annual basis.

6.2.1 BPCL Scope:

a) BPCL shall enter into Annual Maintenance Contract (AMC) for the following:

- (a) Automation System (Including Radar Gauges, Flow meters, UPS and Software system. Presently, Comprehensive AMC to TAS Operator for a period of 5 years is in place)
- (b) VHF's
- (c) Computer System including soft wares.
- (d) CCTV System

However, Contractor shall on behalf of BPCL will co-ordinate & administer and make payment for such AMCs.

b) BPCL shall bear the cost of following periodical maintenance:

- i. 5 yearly Periodic Painting of Storage tanks & Pipelines
- ii. Calibration of storage tanks (Once in 10 years or as per applicability)
- iii. 5 yearly Periodic painting of all structures, buildings
- iv. 5 yearly Full Asphaltting/carpeting/ concreting of drive way
- v. Payment to Railways for maintaining Railway track and siding
- vi. 5 yearly Periodic Cleaning of Storage tanks

c) BPCL shall bear the cost of the following up gradations in process safety such as :

- Hydro carbon Detection system

- HVLR monitors & MEFG
- RO SOV
- Access Control Systems

6.2.2 Operator's Scope:

Other than above, the Operator shall be responsible for all maintenance jobs of all equipment's and directly carry out the maintenance of all other plants and equipment's including TAS System, Motors, Valves, Pumps, Transformers, Fire Pumps, DG sets etc., thru the Original Equipment's Manufacturers (OEMs) or their authorized Sales & Service agency. For this purpose, contractor has to enter into an AMC with OEMs & cost of such maintenance has to be borne by contractor.

Operator has to carry out periodic/preventive maintenance of the Tanks, Pumps, Dyke, Lighting system, Earthing system, Roads, Buildings, Drainage System Structures, Fire - fighting system, Sprinkler system, Foam system, DG Set, Fire engines, Foam facilities, Water tanks, Effluent treatment plant etc and any other facilities and equipments in such a manner that lack of preventive/periodic maintenance will lead to major maintenance of the equipments during or after contract period. The observations made by BPCL Officials and External Inspection Agencies and Audit agencies are sacrosanct and necessarily complied at Operator's own cost leading to closure of the observations to the satisfaction of inspection agency. In case the Operator fails to carry out the above within three months from the date of inspection, BPCL will arrange for carrying out the same and the actual cost will be deducted from the Operator's Monthly bills. Recurring incidents of such nature will lead to termination of contract.

The maintenance jobs which are not explicitly mentioned below shall also be under the scope of Operator.

Supervision and maintenance of the terminal, inter alia will include the following but not limited:

- i. Maintenance of major equipment's
- ii. Maintenance of firefighting equipment's
- iii. Maintenance of Security gadgets/ equipment's
- iv. AMCs with OEMs for various equipment's like DG sets, Firefighting Equipment's, Fire engines & Pumps, product pumps .Weigh bridges etc.,
- v. Civil maintenance jobs for Buildings incl. Minor Water Proofing works, Pest Control, compound wall, Fencing, Dyke wall
- vi. Repairing of Roads, Drains and drive-ways
- vii. Routine/ Minor repairs
- viii. Oiling/ greasing
- ix. Cleaning of various strainers
- x. Servicing of product/ hydrant valves
- xi. Patch Painting for rust prevention / propagation
- xii. Cold welding on shell/roof plate of storage tanks to arrest sweating
- xiii. Rewinding job and varnishing of electrical motors
- xiv. Cable jointing by cable compound kit

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- xv. Replacement of faulty Power / Signal/ Control cables
- xvi. Any other maintenance activity, as required
- xvii. Periodic Electrical Audit, 3rd Party safety Audit, Risk assessment etc..

BPCL officials may periodically inspect the maintenance activities being carried out at the location.

6.2.2.1 Routine Maintenance Checks (Operator's Scope):

The routine Preventive & Predictive maintenance jobs that are to be carried out at the Terminal are listed out below. Please note that the routine maintenance jobs indicated below is only general in nature and is not exhaustive

- i. Checking of Pipelines, joints, valves for any leakage etc.
- ii. Checking of all Pumps, Motors, couplings etc. Checking of all Electrical fittings & ensuring their flame proof properties. Checking should conform to OISD 124, 119 & 127
- iii. Application of oil / grease to all rotating parts as per maintenance schedule by OEMs.
- iv. Cleaning of strainers, filters, & other equipment's as per IQCM/ Policy of BPCL.
- v. Periodical checking of Transformer & changing of Transformer oil as per schedule.
- vi. Checking of loading arms, Metering units, calibrations etc..
- vii. Electrical appliances / Instruments – regular maintenance as required.
- viii. Checking & Pressure testing of hoses as per schedule.
- ix. Periodical pressure testing of Critical & non-critical pipelines.
- x. Checking of Fire extinguishers, fire-fighting hoses, other firefighting facilities as per schedule. Checking should conform to OISD 142
- xi. Running of fire pumps every day for half hour & maintaining the necessary records. Running of Fire pumps at rated capacity for 4 hours once in 3 months.
- xii. Re-calibration of flow meters through inspector of Legal Metrology, sealing of meters. (Calibration fee payment by AMC Operator and coordination by Operator)
- xiii. All the repairs to the above items are to be carried by the contractor at his own cost

The routine maintenance jobs indicated above are only general in nature and not exhaustive.

Maintenance works to be carried out by the operator should be of highest order. In case of any lapses on the part of the contractor, penalty as specified will be charged to the Operator.

1. All running maintenance / repair jobs required to keep the terminal at maximum productivity level shall be carried out by the Contractor.
2. The Operator's scope shall include supply / provision of all consumables like all types of gaskets, gland packing, all types of fasteners, drive belts, drive chains, bulbs, fuses,

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blades, sand, cement, paints, pasting materials like fevicol and other general engineering items of reputed brand approved by BPCL. The Contractor at their own cost shall make the above available.

3. All consumables required for cutting/fabrication, welding/grinding etc., including the required machinery & tools /tackles are within the scope of contractor.
4. Periodic checking of conditions of the equipment's through visual inspection and with monitoring tools, lubrication, adjustments etc. to ensure proper performance. The various lubricants, as recommended by OEMs, required for the above shall be purchased by the Contractor and shall be used as and when necessary. The Contractor shall ensure that sufficient stocks of the lubricant, Transformer oil etc are maintained in stock at all times. The conditioning monitoring reports on all rotary equipment's to be indicated in the monthly reports.
5. Carrying out maintenance jobs as and when needed, when problems/defects are noticed without any delay and without affecting the output of the plant.
6. Periodically check/calibrate the various instruments and ensure their proper working.
7. Contractor shall engage specialized manpower for any erection, rigging work; ensure availability of crane for those maintenance jobs where the use of chain blocks, tripods, derrick and other such lifting devices are not practical and safe.
8. The Contractor shall carryout repairing of certain equipment's which needs to be taken out side Terminal premises after consultation / discussion with BPCL for Equipment's which cannot be repaired with in Terminal premises. Transportation of equipment's for the repair work shall be the Contractors responsibility. The entire cost incurred for repairing the equipment's outside BPCL shall be borne by the contractor.
9. The Contractor's scope of work includes all planned / unplanned maintenance of all equipment's at the Terminal
10. In addition to this, the contractor's scope includes emergency maintenance of plant and machinery during O&M contract period.

It must be clearly understood by the Operator that non-compliance of maintenance work in the Terminal will attract penalties as specified & such penalties will be recovered from the Operator's running bill.

6.2.2.2. Lighting:

- a. Operator shall ensure proper lighting, throughout terminal area. Provide and replace bulbs, fittings, and choke, fuses etc. of reputed brand approved by BPCL as and when needed.

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- b. The Scope of Maintenance in Lighting includes maintenance of High Mast Lighting, Yard lighting and Periphery lighting along the compound wall.
 - c. The Contractor shall ensure 100 % illumination of all fittings and illumination level as per standards at all times.

6.2.2.3 House Keeping Job:

The Operator shall engage professional parties for housekeeping of following areas on daily basis.

- i. Office Building
- ii. Toilets
- iii. Gantry areas
- iv. Drains
- v. Road
- vi. Pump House
- vii. MCC room, Security rooms, Planning office, Control room etc.,
- viii. Lorry Parking Area

The Contractor shall be responsible for general housekeeping of the terminal premises including roads, drains, cleaning of all the rooms in the buildings, maintaining the culverts including all janitorial services within the Terminal boundary wall. All consumables required for the work is included in the Contractor's scope of work. Contractor must ensure that no vegetation/plants/ grasses grow in the Tank farm area. Any vegetation/grass more than 4|| high in the Tank farm area & 6|| high in other areas should be immediately cut by the contractor.

6.2.2.4 Gardening/Landscaping

The Operator shall engage horticulturist on daily basis for maintaining Garden and Green Belt areas including deweeding, pruning, watering, application of manure ,pesticide etc. Operator shall also maintain the landscaping.

6.2.2.5 Mechanical Maintenance:

General mechanical maintenance which are required to be carried out on regular basis are listed below:

- i) Dismantling, cleaning, Inspection of parts and re-assembling of equipment's items, components and sub-assemblies like pumps, motors, loading arms, all types of valves, etc as required. Also preparing dimensional drawings for some of the critical components to be used for reconditioning / developing spares. Repairs/rewinding of Motors, repairs of valves etc will have to be carried out by the contractor.
- ii) Alignment, lubrication, tensioning of all drives and rotating parts as required from time to time as per the details in the instruction/maintenance manuals .

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- iii) Periodical checking of Motor-Pump alignment & vibrations in the pump/motor.
 - iv) Cleaning and flushing of pipelines replacement of piping of all sizes & services, types including cutting and welding soldering/bracing, etc.
 - v) Dismantling, servicing and re-fixing of valves of all types & materials of valves including the rubber lining resilient seat changing of valves.
 - vi) Welding & Maintenance of pipelines.
 - vii) Welding / replacement of structural/ walkways operating platforms gantries etc.,
 - viii) Necessary periodical preventive maintenance checks on Rotary equipment's have to be carried out.
 - ix) The equipment's taken for overhaul to be cleaned and painted with one coat of required paint as per manufacturer's recommendations, before fixing back in service and the required painting material shall be in the scope of contractor.
 - x) The spares given for the purpose of assembly of equipment's are to have definite life period during operations. Any failure identified immediately after attending and found to be due to bad workmanship will be viewed seriously and expenditure towards this activity will be borne by the contractor.

Inspection of all tanks should be carried out as per OISD 129.

6.2.2.6 Electrical Maintenance:

Electrical Maintenance has to be carried out as per OISD 137.

General Electrical maintenance which are required to be carried out on regular basis are listed below:

LT Motors:

1. Clean the stator body, fan, etc.
2. Tighten the foundation and coupling bolts.
3. Check IR value of windings.
4. Lubricate the bearing with grease at both ends.
5. Tighten the termination at cable termination box.
6. Bearing replacements and overhauling.

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MCC:

7. Clean the bus bars.
8. Check the tightness of nuts bolts in joints of bus bars.
9. Check IR value.
10. Check the movement of module by drawing out.
11. Apply grease on the trolley wheels.
12. Check and tighten earthing connection.
13. Clean, check and tighten terminals in switches, contractors, O/L Relays, PBs, indicating lamps.
14. Check ON/OFF operation of the module components and circuits.
15. Check power & control fuses gland-earthing connection.

Cable:

16. Check and tighten the end termination.
17. Check IR value and continuity.

Meters:

18. Check for the tightness of terminals.
19. Check the zero error of the pointer and take corrective action, if required.

Distribution Boards & PB Station:

20. Clean the components viz. MCB, PHS switches and fuses.
21. Check the tightness of terminals, earthing and cable termination, ON/OFF Operations of switches and MCBs.
22. Check IR value of the electrical components.

Transformers:

23. Check the condition of Transformer oil.
24. Carry out filtration of transformer oil once in a year

Earthing Pits:

25. Maintain all earthing pits in proper condition, check condition of earthing electrode
26. Check continuity of GI/Aluminum strip from earthing pit to various equipment's/structures/tanks/ pumps etc once in a month.
27. Check resistance value of all earthing pits once every six months and maintain records
28. Take corrective action wherever earthing value is more than prescribed. In any case, earthing value of individual earthing pit should not exceed 2 ohms.

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Notes:

1. The Contractor's scope of break down and regular maintenance shall include the following:
 - a. MCC, Distribution boards, Meters, PB Stations.
 - b. LT Motors.
 - c. LT Cables.
 - d. Light fittings
 - e. Earthing pits.
2. The Contractor shall carry out all repairs of electrical panels, motors, pumps, agitators, conveyors, etc. The contractor shall carry out all replacements of parts wherever required.
3. The Contractor shall locate and repair cable faults, at his own cost. The Contractor shall excavate lay cable and back fill as per BPCL standard procedures of cable laying.
4. The Contractor shall replace all illumination lamps including tube lights, GLS lamps and MLL lamps, chokes and starters in the lighting system in place of fused one. The Contractor shall ensure 100% illumination of the Terminal at all times. However, BPCL shall handover the Terminal with 100 % illumination and further maintenance shall be on the part of the bidder.
5. The Contractor shall provide HRC fuses, indicating lamps in the MCCs / Distribution Boards in place of burnt / not repairable items of same type.
6. Contractor will get all Energy audit / Vibration analysis & any other audit / inspection conducted for all rotary & stationary equipment'ss, Electricity & Steam consumption etc once within 3 months of start of contract & thereafter once every year but not later than 12 months of first audit.
7. Contractor should carry out earthing tests of all earthing pits/places as per OISD standards (OISD RP 137). It must be ensured that Earthing pits are maintained properly & the acceptable earth resistance values of the grid & individual earth electrodes do not exceed the specified readings (In Ohms) in line with OISD Standards.
8. Contractor must periodically check all Flame Proof fittings for their performance with regards to safety.

6.2.2.7 Instrumentation:

Instrument Control Panel:

1. Clean the control room & panels interior and exterior.
2. Check for the tightness of terminals, cable end and earthing terminations.
3. Check fuses, indicating lamps, switches, PBs, MCBS, etc.
4. Check the alarm and annunciator for its proper functioning.

Panel Instruments:

5. Check the terminals of connections.
6. Check the function of instruments for zero/span values.
7. Replace the fused bulbs, PBs, recorder charts.
8. Calibrate the instruments

Field Instruments:

9. Check the tightness of terminals, cable glands and terminations and earthing studs.
10. Replace the defective components, if observed.
11. Calibrate the instruments for zero/span other values recommended by manufacturer.
12. Servicing, painting and tagging.
13. Checking of MCPs and ESD during Fire drill and also during periodic checks.
14. Checking of accuracy of instruments and Zero setting to be done with HART Calibrator if required.
15. Checking the consistency in readings observed in the field and reflected in the system.

6.2.2.8 Automation:

Software Control Checks:

1. Check that all kind of reports get generated on daily basis thru the system
2. Data editing/ history archive are generated properly and locked
3. Check that Antivirus Patch updation has been done by IS group
4. Verify the healthiness of various communication protocol
5. Check auto refreshing time for data update (both for Gantry and Tank farm)
6. Verify that same user cannot login on different systems at the same time
7. Check validation period of passwords
8. Password shall strictly remain with location-in-charge of operator.
9. Simulate the alarms from the subsystem & acknowledge the alarm from the system

In addition to above, operator shall coordinate with BPCL/AMC Operators to ensure all related hardware/software, PLC, Tank gauging system/ Card reader/ Custody meters/ ESD/ UPS/ Batch controller/ Operator interface computer/ printers etc are in working condition.

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Operator shall use full automation system at all times during operations of the Terminal and the system shall not be bypassed at any time.

TAS shall be made to function effectively so that Elimination of Dips and TFMS-SAP Integration are maintained all the time.

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Schedule - A

List of Applicable OISD Standards

Sr. No	Standard	Name of Standard	Last Updated Year
1	<u>OISD-STD-105</u>	Work Permit System	2004
2	<u>OISD-RP-108</u>	Recommended Practices on Oil Storage and Handling	1999
3	<u>OISD-RP-110</u>	Recommended Practices on Static Electricity	1999
4	<u>OISD-STD-113</u>	Classification of Area for electrical installations at Hydrocarbon processing and handling facilities	2001
5	<u>OISD-STD-117</u>	Fire Protection Facilities for Petroleum Depots, Terminals, pipeline installations and Lube oil installations	2010
6	<u>OISD-STD-118</u>	Layouts for Oil and Gas Installations	2008
7	<u>OISD-STD-119</u>	Selection, Operation and Maintenance of Pumps	2008
8	<u>OISD-STD-123</u>	Selection, Operation and Maintenance of Rotary Equipment's Components	1999
9	<u>OISD-RP-124</u>	Predictive Maintenance Practices	1999
10	<u>OISD-STD-125</u>	Inspection and Maintenance of Mechanical Seals	1999
11	<u>OISD-RP-126</u>	Specific practices for installations and maintenance of rotating equipment's	1999
12	<u>OISD-STD-129</u>	Inspection of storage tanks	1999
13	<u>OISD-STD-130</u>	Inspection of Piping Systems	1999
14	<u>OISD-STD-135</u>	Inspection of loading and unloading hoses for petroleum products	2001
15	<u>OISD-STD-137</u>	Inspection of electrical equipment's	2010
16	<u>OISD-STD-140</u>	Inspection of jetty pipelines	2001
17	<u>OISD-STD-142</u>	Inspection of firefighting equipment's and systems	1996
18	<u>OISD-GDN-145</u>	Guidelines on Internal Safety Audits (Procedures and Checklist)	2001
19	<u>OISD-RP-147</u>	Inspection & safe practices during electrical installations	2002
20	<u>OISD-RP-148</u>	Inspection & safe practices during overhauling electrical equipment's	2000

21	<u>OISD-STD-154</u>	Safety aspects in functional training	2001
22	<u>OISD-STD-155</u> (Part I) <u>OISD-STD-155</u> (Part II)	Personal Protective Equipment's Part I Non-respiratory equipment's Part II Respiratory Equipment's	2002
23	<u>OISD-STD-156</u>	Fire Protection Facilities for Ports Handling Hydrocarbons	2005
24	<u>OISD-GDN-165</u>	Guidelines for Rescue & Relief Operations for POL Tank Lorry Accident	1999
25	<u>OISD-RP-167</u>	POL Tank lorry Design & Safety	1997
26	<u>OISD-GDN-168</u>	Emergency Preparedness Plan for Marketing Locations of Oil Industry	1997
27	<u>OISD-STD-173</u>	Fire Prevention and Protection System for Electrical Installations	2003
28	<u>OISD-GDN-180</u>	Lightning Protection	1999
29	<u>OISD-STD-184</u>	Standard On Replacement Of Personal Protective Equipment's And Life Saving Appliances	2000
30	<u>OISD-STD-188</u>	Corrosion Monitoring Of Offshore & Onshore Pipelines	<u>2000</u>
31	<u>OISD-GDN-197</u>	Guidelines for Environmental Impact Assessment	<u>2001</u>
32	<u>OISD-GDN-200</u>	Guidelines For Preparation Of Oil Spill Response Contingency Plan	<u>2002</u>
33	<u>OISD-GDN-206</u>	Guidelines on Safety Management System in Petroleum Industry	2001
34	<u>OISD-GDN-207</u>	Contractor Safety	2002
35	<u>OISD-GDN-211</u>	Safety in Petroleum Laboratories	2003
36	<u>OISD-GDN-212</u>	Guidelines on Environmental Audit in Downstream Petroleum Sector	2002
37	<u>OISD-GDN-228</u>	Selection, Training & Placement of Fire Operators in Hydrocarbon & Petrochemical Industry	2008

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Schedule - B

List of important Manuals/Guidelines

- Operations Manual
- Safety & Fire Manual
- Stock Loss Control Manual
- Coastal Operations Manual
- Industry QC Manual for non-aviation products
- Industry QC Manual for aviation products
- QC Manual for Ethanol
- Terminal Automation Manual/Handbook
- Maintenance Manual
- Environmental Protection Manual
- Operation & maintenance Manuals for equipment's supplied by OEMs.
- Security Locking Manual
- SOP(Standard Operating Procedures)
- Engineering Manual
- ERP Manuals
- Circulars from BPCL , HQO 08-09,09-10,10-11
- Circulars on MB Lal Committee Recommendations

7 General Conditions of Tender

Instructions to Bidders

7.1 General:

- 7.1.1 Bids are invited for the subject tender and the overall description of the activities is set out in the scope of work and technical requirements stipulated at various sections of the bid document.
- 7.1.2 The bidding documents are and shall remain the exclusive property of BPC and the Bidder has no right to use them for any other purpose except bidding. The successful Bidder only can use them for reference in conducting the work under bid.
- 7.1.3 On no account will any person to whom bidding documents are furnished, part with possession thereof, or copy or disclose the provision thereof to anyone else. The information therein is confidential, and that the bidding documents are therefore being furnished only to the Bidder in the strictest confidence.
- 7.1.4 Bidding documents are non-transferable.
- 7.1.5 The detail as called for in the bidding documents shall be filled and completed by Bidder in all respects and shall be submitted with requisite information and annexure.
- 7.1.6 All bid documents shall be completed in English.
- 7.1.7 If the space in any proforma of the bidding documents is insufficient, additional pages shall be separately added. These pages shall be numbered, also carry the bidding document number, signed by the Bidder and entered in the index in the bid.
- 7.1.8 Bidder shall clearly indicate his legal constitution and the person signing the bid shall state his capacity as also the source of his ability to bind the Bidder. The Power of Attorney or Authorization or other document constituting adequate proof of the ability of the Signatory to bind the Bidder, shall be annexed to the Bid. BPC may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 7.1.9 The complete bid shall be signed and stamped by the Bidder on each page as a token of acceptance.
- 7.1.10 The General/Special Conditions of the Contract shall form a part of the contract.
- 7.1.11 Tenders shall be submitted in the office of the Deputy General Manager- (Ops) Southern regional office No1 Ranganathan Garden Annanagar(W) Chennai-600040.

- 7.1.12 Tenders shall be submitted in the prescribed form issued by OPERATOR or downloaded from the web site.
- 7.1.13 Tender documents issued shall be submitted wholly without detaching any part. The Tenderer shall agree to the terms and conditions, specifications/scope of work; etc., and quote their prices accordingly.
- 7.1.14 Tender shall be for the entire scope of work mentioned in the tender documents.
- 7.1.15 Before quoting, the tenderer shall visit the site and fully understand the scope of work under this contract, working conditions, Labor deployment requirements, risk contingencies and such other factors which may affect their tender.
- 7.1.16 Purchase Preference will be given to PSU's where applicable as per DPE guidelines.

7.2 Bidding Document:

One set of bidding documents is issued herewith to the Bidder to submit his bid. The Bidder shall return the document duly signed and stamped in each and every page as a token of his acceptance of having considered these documents for preparation of the bid.

7.3 Bid Validity:

The Bid shall remain valid, for acceptance by BPCL, for a period of Twelve (12) months from the date of opening of techno-commercial part. The Bidder shall not be entitled to modify, vary, revoke or cancel his bid during the said period. Any attempt to do so will lead to forfeiture of EMD without any prejudice.

7.4 Earnest Money Deposit (E.M.D.):

- 7.4.1 The bid must be accompanied by Earnest Money Deposit (E.M.D.) for the specified amount in the form of Demand Draft payable at. Mumbai.
- 7.4.2 No interest shall be payable by BPC on Earnest Money deposit.
- 7.4.3 BPC has the right to withdraw the invitation to bid or cancel the bid at any time. The EMD under such circumstances will be returned to the Bidder.
- 7.4.4 In case the Bidder backs out of the bidding process on his own, fail or refuse to sign the contract agreement, fail or refuse to furnish the Security Deposit at the time of awarding contract, then the EMD submitted by the bidder shall be forfeited without prejudice to his being further liable for any loss or damage, incurred as a consequence, by BPC.
- 7.4.5 The EMD of the successful Bidder will be either adjusted towards Security Deposit or Discharged when the Bidder has signed the agreement and furnished required security deposit. EMD of the unsuccessful Bidders will be returned without interest.

8 Bid Submission:

- 8.1 Bid must be submitted at the address stated therein containing all the relevant details as called for, on the time and date, as stipulated in the Letter Inviting Tender. Bids received after stipulated date and time are liable to be rejected.
- 8.2 The bid shall be signed by legally authorized person to enter into commitment on behalf of the Bidder and a Power of Attorney shall be attached. BPC will not be bound by any Power of Attorney granted by the Bidder or changes in the constitution of the firm made subsequent to submission of the bid or after the award of the contract. It may, however, recognize such Power of Attorney and changes after obtaining proper legal advice. The cost of this shall be borne by the Bidder.
- 8.3 The cancellation of any documents such as the Power of Attorney, Partnership Deed etc., should be communicated in writing to BPC well in time, failing which BPC will have no responsibility or liability for any action taken by them on the strength of said documents.
- 8.4 Should the Bidder have one or more shareholder or relatives employed in BPC, the authority inviting the bid shall be informed of the fact at the time of submission of the bid, failing which the bid may be disqualified or, if such fact subsequently comes to light, BPC reserves the right to take any action as it deems fit in accordance with any applicable laws, rules and regulations in force.

9 Bid Requirements:

9.1 Techno Commercial Part

The Bidder shall be narrative in its proposal for execution of the subject work. The technical and commercial details called for in the Letter Inviting bid shall be submitted.

9.2 Price Part:

The Bidder shall submit as per following instruction:

- i) Prices shall be in Indian Rupees only.
- j) No condition, whatsoever, shall be stipulated in the Priced Part of the bid. If any condition is stipulated, the bid will be liable for rejection.
- k) If by any reason the tender opening is postponed to any other date, the details will be intimated to the tenderer.

10 Cost of Bidding:

All direct and indirect costs for preparation of the Bidder's quotation shall be to the Bidder's account.

11 Bidder's Responsibility for Quotation

All covering letters, information such as experience details and other documents shall be submitted along with the Bid in DUPLICATE. Although all the details presented in this bid document (Conditions of Contract, Scope of Work, Technical Specifications and other documents) have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood.

12. Due Diligence /Site Inspection

The Bidder shall inspect the site conditions and shall satisfy themselves to the constraints, inadequacies and such other aspects and ensure that all such aspects are taken into consideration while submitting their offer. The site and surrounding area is to be inspected and bidder must get satisfied before participation in the bid. No Extra claims on these grounds shall be applicable.

The Bidders shall be deemed to have visited the Terminal and familiarize themselves thoroughly with the facilities/site conditions before submitting the offer. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the requirements specified in the Bid documents. Pre bid meeting has been arranged for prospective bidders. The contractor is liable to carry out the services on the same terms and conditions as originally agreed upon.

Claims and objections due to ignorance of existing conditions will not be considered at any time. The Bidder's quotation is the responsibility of the Bidder and no relief or consideration can be given for errors and omissions. Bidder shall submit Undertaking that he has physically inspected the site and satisfied himself of the existing facilities.

13. Clarification / Requests by Bidder

The Bidder may request for clarifications regarding the bidding document in writing within 7 (seven) days of Pre-Bid Meeting. Such request shall be addressed to DGM (OPS)-SR

14. Bid Clarification/Amendments by BPC

BPC may issue clarifications / amendments in the form of addendum / corrigendum during the bidding period and may also issue amendments subsequent to receiving of the

bids. For the addendum / corrigendum during the bidding period, Bidders shall confirm the inclusion of the same in their bid. For clarifications / amendments issued by BPC subsequent to receiving the bids, the Bidder shall confirm the receipt of the same for any impact on the quoted prices. The Bidder shall follow the instructions issued along with the addendum / corrigendum.

Bidders shall examine the bidding documents thoroughly and submit to BPC without any apparent conflict, discrepancy or error. BPC shall issue appropriate clarification / amendment, if required. It shall be responsibility of bidder to submit amended document. Old document submitted by bidder shall be rejected. Any failure by Bidder to comply with the aforesaid shall not excuse the Bidder from performing the services in accordance with the documents, if subsequently contract is awarded.

15. Confidentiality of Documents:

The Bidder shall treat the bidding documents and contents therein as private and confidential. If at any time during the bid preparation period the Bidder decides to decline to bid, all documents must be immediately returned to BPC.

16. BPCL's Rights:

BPCL reserves the right to accept a bid other than the lowest and to accept or reject any bid in whole or in part, or to reject all bids with or without assigning any reasons. BPCL shall bear no liability whatsoever consequent upon such decision.

17. Applicable Language:

The bids and all correspondence incidentals to or concerning this bid shall be in English Language only.

18. Applicable Currency:

Bidders will quote prices in Indian Rupees only.

19. Contract Document:

The Bidder who's Bid has been accepted by BPC, shall enter into an agreement with BPC at the date and place as notified by BPC.

The contract documents for the agreement shall be prepared after award of contract as intimated to the successful Bidder by Letter of Intent. Until the final contract documents are prepared and executed, the bidding documents together with the Annexure(s), modifications, deviations agreed upon by BPC and Bidder's acceptance thereof should constitute a binding contract between the successful Bidder and BPC.

The documents for preparation of the agreement shall consist of the following:

- i. Original bidding documents issued by BPC and accepted by the bidder along with its enclosures.

- ii. Addendum / Corrigendum to the bidding documents, issued by BPC, if any
- iii. Fax/email of Intent/ Letter of Intent along with statement of Agreed Variation (if any) and enclosures therewith.

20. Evaluation of Bids

Evaluation of the bids shall be taken up only if the bid is accompanied by requisite EMD. Techno-commercial discussion, if considered necessary, will be held with such Bidders to determine the techno-commercial acceptability of the bids. Only those Bidders who undertake total responsibility for the complete scope of work, as defined, shall be considered. The Bidder shall submit documentation called for in the Letter Inviting Bid. Additional information/documents may be asked for as may be required during the course of evaluation.

The price bids of only those Bidders whose bids are determined to be technically and commercially acceptable to BPC shall be considered for opening. Evaluation of price bids shall be taken up to determine the competitive prices of the techno-commercially acceptable bids.

21. Escalation :

All the charges are subject to an escalation of 4% per annum

22. Letter of Acknowledgement

The bidder on receipt of this document will acknowledge receipt of the same by fax / email and dispatch the copy by post.

23. Letter Submitting Bid (On Bidder's Letter Head)

The letter submitting the bid shall accompany the Bid documents while submission of the Techno-commercial part of the tender.

24. Conformance to Critical Stipulations of Bid Document

Bidders shall not take any deviation to critical stipulations of the Bid document as mentioned in the General conditions of contract, Special conditions of contract, Scope of work, Technical specifications and requirements and all other clauses specified in the Bid document. Pre-Bid meeting is scheduled to facilitate the indenting tenderer to get clarification (s) if any on both technical and commercial part of this tender.

25. Rebate

No suo-moto reduction in prices (s) by Bidder will be permitted after opening of the bid. If any Bidder unilaterally reduces the Prices(s) quoted by him in his bid after opening of bids, the bid(s) of the concerned Bidder (s) will be liable to be rejected. Such reduction shall not be considered for comparison of prices but shall be binding on the Bidder if he happens to be selected for award of work.

26. Termination

At any time during the period of contract, BPCL reserves the right to terminate the contract due to failure of the operator for an unremedied action for more than 30 days following the written notice thereof by BPCL to the operator upon the occurrence of one or more of the following events by contractor, by a written notice of:

- (a) 30 days, in case of a poor service or material breach or failure by the bidder (the contractor) to comply in any material respect to any provision of this contract .
- (b) 15 days, in case of appointment of any receiver, Commissioner and manager or administrator or order passed for the winding up or liquidation or their equivalent in any jurisdiction which is applicable to the other Party (the -Liquidated Party||) or any material part of their undertaking, except for the purpose of merger or amalgamation for corporate restructuring purposes.
- (c) 90 days, if the contractor is not in a position to perform its obligations under this Contract as a result of an event of Force Majeure which shall have occurred and continued uninterrupted for ninety (90) days or more.
- (d) 180 days , without assigning any reasons.

The bidder shall not be entitled to any compensation for such termination. The decision of BPCL in this regard shall be binding on the contractor.

27. Taking over O&M of the Terminal:

The successful Bidder shall be given one month's mobilization time beginning from the date of LOI issuance by BPC. Thereafter, Bidder should be in a position to take over and commence the production as directed by BPC.

Following Process will be adopted while handing over Installation to the successful operator:

- Actual inventory of product will be recorded and verified as per book stock (MSL)
- Any Stock loss/gain as on the date of taking over will be recorded.
- Assets will be recorded as per current FAIL (Fixed Asset Inventory Ledger)

BPC will normally hand over the terminal in a new / like new condition and it will be the responsibility of the contractor to hand over back in a similar condition on expiry of the

contract. If however, there are some exceptions at the time of takeover by the contractor, they will be jointly recorded.

On placement of the LOI, the successful bidder shall commence physical operations and maintenance of the existing Terminal within 30 days. On entering into commercial operation, BPC will issue separate work order for 5 years period.

28. Inspection by BPCL / Statutory Authorities

BPCL or his authorized representative will have an irrevocable & unhindered right to enter and inspect the Terminal, all records, products, practices, procedures etc as & when considered necessary. Contractor or their personnel will not obstruct BPC Officials from carrying out such inspection & they will cooperate with BPC Officials or their authorized representatives for carrying out such inspections. BPC officials or their authorized representatives may also take samples from storage tank of the Terminal for checking the quality of product. Further BPC shall have right to demand copies of all records, files, documents etc at any time during the contract.

Contractor will also allow access to Govt Auditors, OISD/ PESO authorities or any other statutory authorities for inspection of records, stocks etc., as & when required.

29. Handing over of Terminal

After the expiry of contract, which is presently for operation and maintenance of the Terminal, BPC shall take possession of the entire Terminal. The Bidder shall hand over the Plant, Machinery & other facilities at the Terminal to BPC in the operating condition, as it was taken over for operation and maintenance from BPC at the time of commencement of the contract. The Bidder shall handover all the property to BPC without any encumbrances and liens. The bidder, as decided by the BPC, shall duly compensate for any deviation in the condition of plant and machinery. However, bidder will be free to remove all its tools & other equipment's, which they have positioned at the Terminal for operations & Maintenance of the Terminal after completion of the contract period.

List of Annexure (s) to Instructions to bidders

1	Acknowledgement letter	Annexure-i
2	Concurrent commitments	Annexure-ii
3	Experience details during the past ten years.	Annexure-iii
4	Financial criteria	Annexure-iv
5	Compliance to bid requirement	Annexure-v
6	Details of organization	Annexure-vi
7	Declaration for non-liquidation	Annexure-vii
8	Solvency certificate	Annexure - viii
9	Details of relationship with directors	Annexure – ix
10	Undertaking of physical inspection of site	Annexure – x
11	Agreement under Integrity Pact	Annexure – xi
12	Bank Guarantee for Security Deposit	Annexure – xii

ANNEXURE -II

Tender Document: Operation and Maintenance of POL storage Terminal at GOOTY.

Name of Bidder:

CONCURRENT COMMITMENTS

Sl. No	Name of Client, Address, fax, telephone and Name & designation of contact person	Description of work	Value of Contract	Date of Start of work	Scheduled Completion Date	Remarks

NOTE: Information given above shall be evaluated to assess the past experience of bidder. Information given above if found incorrect, it shall be reviewed very seriously and such a bid shall be liable for rejection.

SIGNATURE OF BIDDER: _____

NAME OF BIDDER: _____

ANNEXURE -III

Tender Document: Operation and Maintenance of POL storage Terminal at
Gooty .

Name of Bidder:

**EXPERIENCE DETAILS OF WORK DONE
DURING PAST TEN YEARS**

Sl. No	Name of Client, Address, fax, telephone with name & designation of contact person	Description of work	Annual Thruput in KL	Period of Contract (From - To in Month/Year)	Financial value of contract in Rs. (year-wise)	No.of bays of Gantry	Tankages in KL (Class A & Class B)	Automation Level

NOTE: Copy of Letter of award and completion certificate for major works shall be submitted along with the bid.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

- 1) Bidder to note that non-submission of relevant supporting documents could lead to the bid being considered as non-responsive. It shall be ensured that all relevant supporting documents are submitted along with their bid in the first instance itself. Evaluation may be completed based on the details so furnished without seeking any subsequent additional information.
- 2) If the bidder has executed/completed similar nature of work as a part of combined work order, then it is responsibility of the bidder to produce documentary evidence from Client to establish value and description of such works etc., to fulfill the experience requirements of tender

SIGNATURE OF TENDERER
WITH OFFICIAL SEAL

ANNEXURE - V

Tender Document: Operation and Maintenance of POL storage Terminal at
GOOTY.

Ref: _____

Name of Bidder:

COMPLIANCE TO BID REQUIREMENT

We confirm that our bid complies with the techno - commercial requirements and other stipulations of Tender Document in total without any deviation. Any deviations taken by us in the bid document is unconditionally withdrawn.

SIGNATURE OF BIDDER: _____

NAME OF BIDDER & COMPANY SEAL: _____

ANNEXURE - VI

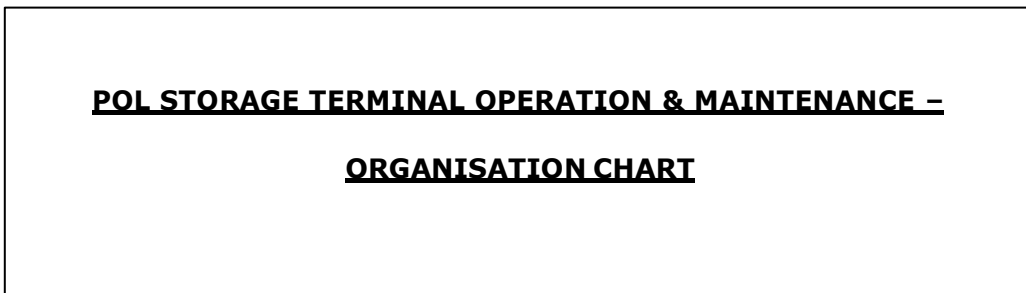
Tender Document: Operation and Maintenance of POL storage Terminal at
GOOTY.

Ref: _____

Name of Bidder:

DETAILS OF ORGANISATION

The bidder shall submit herein details of Head Office and site organization proposed to be deployed for execution of the work. Bidder shall also furnish the bio-data of site-in-charge and all key personnel to be deployed.



Bidder agrees to further augment the above chart with additional number / categories of personnel/resources, to meet the requirement of BPCL.

SIGNATURE OF BIDDER: _____

NAME OF BIDDER: _____

Tender Document:

Operation and Maintenance of POL storage Terminal at
GOOTY.

Ref: _____

DECLARATION

I / We _____ the bidder (s) for the present project do hereby solemnly declare that our Firm / Company is not under liquidation and the said entity is not under court receivership or any similar proceedings under court of any competent jurisdiction at the time of bidding.

SIGNATURE OF BIDDER
WITH OFFICIAL SEAL

NOTE :

In case of Partnership, all partners should sign it.

ANNEXURE – VIII

PRO-FORMA

Ref: _____ Date _____

SOLVENCY CERTIFICATE FORMAT

TO WHOM SO EVER IT MAY CONCERN

This is to certify that to the best of our knowledge, information and from our records, M/s.(Name of the Company with Full Address) is a trusted customer of our bank respectable and solvent to the extent of a sum of Rs.....Lakh (Rupees.....Lakh Only). This is based on the information and records, which are available with us.

It is clarified that this information is furnished without any risk and responsibility on our part in any respect whatsoever, more particulars either as Guarantor or otherwise. Thus certificate is issued at the specific request of the customer.

Branch Manager
With Name / code and seal

Bank Official Seal with date.

PS. This formats to be typed in a letterhead of the certificate-issuing Bank.

ANNEXURE – IX

Tender Document: Operation and Maintenance of POL storage Terminal at GOOTY.

Ref: _____

DETAILS OF RELATIONSHIP WITH BPCL'S DIRECTOR ETC.

Operator/Bidder should furnish following details in the appropriate part based on their Organizational structure.

Organizational Structure	Part of the form applicable
Sole Trader	Part-I
Partnership	Part-II
Company Private/Public	Part-III

PART-I

(APPLICABLE WHERE TENDERER IS SOLE PROPRIETOR)

1. Name of Operator
 2. Office Address Residence Address
 3. State whether Operator is related to any Yes/No*
Director/(s) of the Bharat Petroleum Corporation Ltd.
 4. If 'Yes' to 3, state the name of BPCL's Director and Operator's relationship with him/her.
- * Strike out whichever is not applicable.

PART-II

(APPLICABLE WHERE THE TENDERER IS A PARTNERSHIP FIRM)

1. Name of the Partnership firm responding to the tender
2. Address
3. Name of Partners
4. State whether any of the partners is a Yes/No* Director to the Bharat Petroleum Corporation Ltd.,
5. If 'Yes' to 4 state the name(s) of BPCL's Directors
6. State whether any of the partners is related Yes/No* to any of the Director(s) of the Bharat Petroleum Corporation Ltd.
7. If 'Yes' to 6, state the name(s) of BPCL's Director and the concerned partner's relationship with him/her.

* Strike out whichever is not applicable.

PART-III

(APPLICABLE WHERE THE TENDERER IS A PUBLIC/PRIVATE LTD.CO.)

1. Name of the Company responding to the tender
2. Address of :

Registered Office:

Principal Office:
3. State whether the Company is a Pvt. Ltd. Co. or Public Ltd., Co.
4. Names of Directors of the Company
5. State whether any of the Directors of the Tenderers Company is a Director of Bharat Petroleum Corporation Ltd. Yes/No *
6. If 'Yes' to (5) state the name(s) of BPCL's Directors
7. State whether any of the Director of the Tenderer Company is related to any of the Director's of the Bharat Petroleum Corporation Ltd.
8. If 'Yes' to (7) state the name(s) of BPCL's Director and the concerned Directors (of the Tenderer Co.) relationship with him/her.

Strike out whichever is not applicable.

DECLARATION 'D'

Tenderer is required to state whether they have employed any retired Director and above rank officer of Bharat Petroleum Corporation Limited in their firm. If so, details hereunder to be submitted :

1. Name of the Person :
2. Post last held in OPERATOR :

3. Date of retirement :

4. Date of employment in the firm :
TENDERER'S SIGNATURE & SEAL :

DATE :

PLACE :

N.B.

A separate sheet may be attached, if the above is not sufficient.

Strike out whichever is not applicable. If the Tenderer employs any person subsequent to signing the above declaration and the employee/s so appointed happens to be the near relatives of the Officer / Director of the Corporation / Central / State Governments, the tenderer should submit another declaration furnishing the name/s of such employee/s who is / are related to the officer/s of the Corporation / Central / State Governments.

ANNEXURE -X

Tender Document: Operation and Maintenance of POL storage Terminal at
GOOTY.

Ref: _____

Name of Bidder:

**UNDERTAKING OF PHYSICAL
INSPECTION OF SITE**

We hereby give undertaking that we have physically inspected the site and surrounding area and satisfied ourselves of the existing facilities and collected all information, required for the bid.

We further undertake that we shall not make any claims and objections on ignorance of existing facilities at any time.

SIGNATURE OF BIDDER: _____

NAME OF BIDDER & COMPANY SEAL: _____

INTEGRITY PACT

Between

Bharat Petroleum Corporation Limited (BPCL) hereinafter referred to as “The Principal”,
and

..... hereinafter referred to as “The
Bidder/Contractor”

Preamble

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

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation “Transparency International” (TI). Following TI’s national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - The principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - The principal will exclude from the process all known prejudiced persons.
 - Grievance Redressal Mechanism: Notwithstanding the Integrity Pact Agreement,

the provisions of Grievance Redressal Mechanism will be applicable independently to tenders for all values.

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

Section 2 – Commitments of the Bidder / Contractor

- (1) The Bidder / Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - The Bidder / Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - The Bidder / Contractor will not commit any offense under the relevant Anticorruption Laws of India; further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - The Bidder / Contractor will, when presenting his bid, disclose any and all payment he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder / Contractor will not instigate third persons to commit offenses outlined above or be an accessory to such offenses.

Section 3-Disqualification from tender process and exclusion from future contracts

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

- (1) If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (3) If the Bidder / Contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.
- (3) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous Transgression

- (1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders / Contractors / Sub Contractors

- (1) The Bidder / Contractor undertakes to demand from all subContractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and SubContractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 – External Independent Monitor / Monitors(to be decided by the Chairperson of the Principal)

- (1) The Principal appoints competent and credible External Independent Monitor for this Pact.

The Principal has nominated as External Independent Monitor(s) for the purpose of administration of this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- (3) The Contractors accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Outside Expert Committee members / Chairman as prevailing with Principal.
- (8) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offense under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offense or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

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

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership, this agreement must be signed by all partners.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal

For the Bidder/Contractor

Place.....
.....

Witness 1:

Date.....

Witness 2:

BANK GUARANTEE FOR SECURITY DEPOSIT

(On Non-Judicial stamp paper of appropriate value)

To,

Bharat Petroleum Corporation Limited

Dear Sir,

In consideration of the Bharat Petroleum Corporation Limited, (hereinafter called the Company which expression shall include its successors and assigns) having awarded to M/s. (Name) (Constitution)..... (address)(hereinafter referred to as The vendor which expression shall wherever the subject or context so permits include its successors and assigns) a supply contract in terms interalia, of the Company s Purchase order No..... dated and the General and Special Purchase Conditions of the Company and upon the condition of vendor s furnishing security for the performance of the vendor s obligations and/or discharge of the vendor s liability under and / or in connection with the said supply contract upto a sum of Rs. (in figures).....Rs (in words).....only amounting to 10% (ten percent) of the total contract value.

We, (Name).....(constitution)(hereinafter called the Bank which expression shall include its successors and assigns) hereby jointly and severally undertake and guarantee to pay to the Company in -----(Currency) forthwith on demand in writing and without protest or demur of any and all moneys any wise payable by the Vendor to the Company under in respect of or in connection with the said supply contract inclusive of all the Company s losses and expenses and other moneys anywise payable in respect to the above as specified in any notice of demand made by the Company to the Bank with reference to this Guarantee upto an aggregate limit of Rs(in

figures).....Rs(in words).....only.

AND the Bank hereby agrees with the Company that

- i. This Guarantee/undertaking shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Company and liabilities of the vendor arising upto and until midnight of

This date shall be 6 months from the last date of guarantee period.

ii This Guarantee / Undertaking shall be in addition to any other guarantee or security of whatsoever that the Company may now or at any time otherwise have in relation to the vendor s obligation/liabilities under and /or connection with the said supply contract, and the Company shall have full authority to take recourse to or reinforce this security in preference to the other security(ies) at its sole discretion, and no failure on the part of the Company in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its liability hereunder.

- ii. The Company shall be at liability without reference to the Bank and without effecting the full liability of the Bank hereunder to take any other security in respect of the vendor s obligations and /or liabilities under or in connection with the said supply contract and to vary the terms vis a vis the vendor of the said supply contract or to grant time and / or indulgence to the vendor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement all or any of the obligations of the vendor under the said supply contract and / or the remedies of the Company under any other security(ies) now or hereafter held by the Company and no such dealing(s), variation(s), reduction(s), increase(s) or the indulgence(s) or arrangement(s) with the vendor or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.

iv. This Guarantee /Undertaking shall not be determined by the liquidation or winding up or dissolution or change of constitution or insolvency of the vendor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to the Company in terms hereof.

v. The Bank hereby waives all rights at any time inconsistent with the terms of the Guarantee /

Undertaking and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the vendor (whether or not pending before any Arbitrator, officer, Tribunal or Court) or any denial of liability by the vendor or any other order of communication whatsoever by the vendor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Company in terms hereof.

vi. The amount stated in any notice of demand addressed by the Company to the Guarantor as liable to be paid to the Company by the vendor or as suffered or incurred by the Company on account of any losses or damages of costs, charges and or expenses shall as between the Bank and the Company be conclusive of the amount so liable to be paid to the Company or suffered or incurred by the Company, as the case may be and payable by the Guarantor to Company in terms thereof.

Yours faithfully,

(Signature)

NAME & DESIGNATION

NAME OF THE BANK

NOTES:

Part B
PRICE BID / EVALUATION CRITERIA :

Vendor to quote following charges in Indian Rupees.

- a. Charges up to MGT (Minimum Guaranteed throughput) : Rs.-----per KL
- b Beyond MGT : Rs.----- per KL (applicable on quantity above MGT)

MGT: 23800 KL per month (MS+HSD+SKO)

Payment for quantity filled shall be made on monthly basis.

EVALUATION CRITERIA:

Price bid would be evaluated as under:

- a. Cost/KL up to MGT : 75 % Weightage
- b. Cost/KL beyond MGT : 25 % Weightage

Example for financial evaluation:

- a. Cost/KL up to MGT (INCLUDING SERVICE TAX) : Rs 100 per KL
- b. Cost/KL beyond MGT (INCLUDING SERVICE TAX) : Rs 60 per KL

Average Cost = $0.75 \times 100 + 0.25 \times 60 = \text{Rs } 90$ per KL

This cost would be considered for evaluation of the Bidders.