



Tender for Outsourcing of Payroll and ESS (myPortal) services

Tender No. 1000251194



Bharat PetroResources Limited.
(A wholly owned subsidiary of Bharat Petroleum Corporation Ltd.,)



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Objective

Objective of this tender is to engage a professional and experienced service provider (Indian entity) for taking care of following activities of BPRL:

1. Payroll processing
2. ESS Portal / Web based applications for under noted activities:
 - 2.1 Reimbursement Module (Communication Expenses, Conveyance Expenses, Medical Expenses, Out of Pocket Expenses, LFA , LFA Exemption, Furniture on Hire , FOH Maintenance, PC on Hire, PC on Hire Maintenance)
 - 2.2 Leave Management



PART - 1

SPECIFIC INSTRUCTIONS TO BIDDERS

Dear Sir/Madam,

17.02.2016

Subject: Tender for Outsourcing of Payroll and ESS (myPortal) services

Bharat Petro Resources Limited (BPRL), a wholly owned upstream subsidiary of Bharat Petroleum Corporation Ltd. (BPCL), invites e-bid for the subject tender.

1. This is a two part bid tender consisting of Techno-commercial bid (PART-I) with following annexure:

- a. Specific Instructions to Bidders (Part 1)
- b. General Conditions of Contract (Part 2)
- c. Scope of Work (Part 3)
- d. Special Conditions of Contract (Part 4)
- e. Standard Formats (Part 5)

Price bid (PART-II): Price bid shall have to be submitted **online** in the appropriate form provided for each Line Item.

2. **The entire bid shall be online only.** General Instructions to vendors for e-tendering are as given in this tender.

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

4. Please visit the website <https://bpcleproc.in> for participating in the tender and submitting your bid online.

5. Bids submitted after the due date and time of closing of tender or not in the prescribed format is liable to be rejected. BPRL does not take any responsibility for any delay in submission of online bid due to connectivity problem or non-availability of site. No claims on this account shall be entertained.

6. It shall be understood that every endeavor has been made to avoid errors which can materially affect the basis of the tender and the successful vendor shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

7. **EARNEST MONEY DEPOSIT:** Vendors must submit an interest free **EMD** for participating in this tender as mentioned in the General Conditions of Contract (Part-2) of the tender document.



8. Bidders are advised to first review Part-4 (Special Conditions of Contract) before proceeding to Part- 2 (General Conditions of Contract).
9. Pre- bid meeting will be held on 25/02/2016 @ 11:00 Hrs (IST) at below mentioned address:
Bharat PetroResources Ltd.
12th Floor, Maker Towers-F Wing,
Cuffe Parade,
Mumbai- 400005
10. You may please send your Pre-bid queries, if any, on or before 23/02/2016 @ 17:00 hrs (IST) through e-mail to arun.shahi@bharatpetroresources.in and dey.tt@bharatpetroresources.in, K/A: Mr. Arun Shahi / Mr. Tarun Dey.

Your pre-bid queries should be in **MS-Excel** format as per below format:

S.No.	BPRL Tender Clause No.	BPRL Tender Clause Description	Deviation (if any)	Justification

11. BPRL reserves the right to seek clarification / ask for additional documents from vendors and verify the credentials of the vendors with clients, if required.
12. For any clarification on e-tendering / training / uploading of document on eprocurement site, please contact our service provider M/s ETL on below numbers. Mr. Satyanarayan : Tele Phone: +91-22-24176419, [E-mail:satyanarayan@abcprocure.com](mailto:satyanarayan@abcprocure.com); support@bpcleproc.in, M/s. ETL HELP DESK NOS: +91-79-40016868.

For any queries / clarifications on tender technical specifications / commercial points and other terms and conditions of the tender please contact as under:

- 1) *Mr. Arun Shahi, Contact No: +91-22-22175289,*
arun.shahi@bharatpetroresources.in
- 2) *Mr. Tarun Dey. Contact No: +91-22-22175203*
dey.tt@bharatpetroresources.in

Office Address: 12th Floor, Maker Tower-F wing, Cuffe Parade, Mumbai-400 005

Thanking you,
Yours faithfully,
for Bharat PetroResources Ltd.

Tarun Dey
Manager (Assets)

End of Part 1



PART-2
GENERAL CONDITIONS OF CONTRACT (GCC)

SECTION – I

DEFINITION OF TERMS

In the contract documents as herein defined where the context so admits, the following words and expressions will have following meanings:

- 1) "The Owner/Company/BPRL" means the Bharat Petroresources Limited, incorporated in India having its office at 4 & 6, Currimbhoy Road, Ballard Estate, Mumbai - 400 038 or their successors or assigns
- 2) "The Contractor" means the person or the persons, firm or Company whose tender has been accepted by the Owner and includes the Contractor's legal representative, his successor and permitted assigns.
- 3) The "Director" shall mean any Director of the Bharat Petroresources Limited or his successor in office designated by the Owner.
- 4) The "Engineer-in-Charge" shall mean the person designated as such by the Owner and shall include those who are expressly authorized by the Owner to act for and on his behalf for operation of this contract.
- 5) The "Work" shall mean the works to be executed in accordance with the contract/ Scope of Work..
- 6) Deleted
- 7) Deleted
- 8) Deleted
- 9) The "Contract Document" means collectively the Tender Document. Specifications, agreed variations, if any, and such other document constituting the tender and acceptance thereof.
- 10) Deleted
- 11) Deleted
- 12) The "Contract" shall mean the Agreement between the Owner and the Contractor for the execution of the works including therein all contract documents.
- 13) The "Specification" shall mean the various technical specifications attached and referred to in the tender documents.
- 14) Deleted
- 15) The "Tender" means the tender submitted by the Contractor for acceptance by the Owner.
- 16) The "Alteration Order" means an order given in writing by the Engineer-in-Charge to effect additions to or deletion from and alterations in the works.
- 17) The "Completion Certificate" shall mean the certificate to be issued by the Engineer-in-Charge to the contractor when the works have been completed to his satisfaction.



18) The “Final Certificate” in relation to a work means the certificate issued by the Engineer-in-Charge after the period of liability is over for releasing the retention money/PBG.

19) The “Period of Liability” in relation to a work means the specified period during which the Contractor stands responsible for rectifying all defects that may appear in the works.



SECTION - II

GENERAL INFORMATION ABOUT SITE

Deleted



SECTION - III
GENERAL INSTRUCTION FOR THE TENDERER

3 SUBMISSION OF TENDER:

3.1 The quotation should be submitted only in the manner and the form prescribed in the Request For Quotation (RFQ)/Tender enquiry.

3.2 Addenda/Corrigenda to this tender document if issued must be signed and submitted along with the tender document. The tenderer should consider the Addenda/Corrigenda and should price the work based on revised quantities when amendments for quantities are issued in addenda.

3.3 Tenders should always be placed in double sealed covers, superscribing Tender No _____ Tender for _____ (name of job), Bharat Petroresources Limited, due for opening on _____

The full name, postal address and telegraphic address of the tenderer shall be written on the bottom left hand corner of the sealed cover. (This will not be applicable in the case of e-tenders) Tenders received in open condition (priced bid) are liable to be rejected.

3.4 Instructions for two part bidding

i) The bid should be submitted in two parts viz.

- a. Techno-commercial bid.
- b. Price bid.

ii) Techno-commercial bid shall have the following information/details

- a. Technical deviation if any.
- b. Commercial deviation if any like extra taxes, duties etc.
- c.. Deleted
- d. Any other relevant information.

iii) Price Bid shall have only prices as per schedule of Rates.

iv) Deleted

4 DOCUMENTS:

4.1 The tenders, as submitted shall include all documents/details asked for by BPRL in the RFQ/Tender enquiry.

4.2 All pages to be initialed:

Wherever signed tender documents are submitted, all signatures in the documents shall be dated, as well as all the pages of the documents shall be initialed at the lower right hand corner and signed wherever required in the tender papers by



the tenderer or by a person holding power of attorney authorizing him to sign on behalf of the tenderer before submission of tender. Tenders without signatures as stated above are liable to be rejected.

4.3 Rates to be in Figures and Words:

The tenderer should quote the rates in English both in figures as well as in words. Offers received without the rates in figures and in words are liable for rejection. In case of discrepancy exists between the rate quoted in figures and in words, the rates quoted in words will prevail.

4.4 Corrections and Erasures:

All corrections and alteration in the entries of tender papers will be signed in full by the tenderer with date. No erasures or over-writings are permissible.

In case of priced bids containing overwriting/cuttings/erasures in the quoted rates and in case these are not attested by the signatory of the bid, such priced bids are liable to be rejected without giving any further notice.

4.5 Signature of Tenderer:

The tender shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the tenderer with his usual signature with company stamp. Partnership firms shall furnish the full names of all partners in the tender. It should be signed in the partnership name by all the partners or by duly authorized representative followed by the name and designation of the person signing with company stamp.

Tender by Company or Corporation registered under the relevant companies act, shall be signed by the authorized representative and a power of attorney in that behalf shall accompany the tender.

4.6 Transfer of tender documents issued to one intending tenderer to another is not permissible.

5 PURCHASE PREFERENCE:

Owner reserves its right to allow Public Sector Enterprises (Central/State), purchase preference as admissible/applicable from time to time under the existing Govt. policy. Purchase preference to a PSE shall be decided based on the price quoted by PSE as compared to L1 Vendor at the time of evaluation of the price bid.

Owner reserves its right to allow Micro and Small Enterprises (MSEs) and MSEs owned by Scheduled Caste (SC) or the Scheduled tribe (ST) entrepreneurs, purchase preference as admissible/applicable from time to time under the existing Govt. policy. Purchase preference to a MSE and a MSE owned by SC/ST entrepreneurs shall be decided based on the price quoted by the said MSEs as compared to L1 Vendor at the time of evaluation of the price bid.

6 (a) EARNEST MONEY:

Vendors must submit an interest free Earnest Money Deposit (EMD) for participating in this tender, vide a Demand Draft drawn on an Indian Nationalized Bank for a Net amount of Rs. 95,000/-, (any banking charges, etc have to be borne by bidders) in favour of "Bharat PetroResources Limited" payable at Mumbai.

Physical Instruments (DD) have to be sent to the below mentioned address before the due date and time mentioned in the tender:

*Mr. Arun Shahi/ Mr. Tarun Dey
Bharat PetroResources Ltd.
9th Floor, Maker Towers-E Wing,
Cuffe Parade,
Mumbai 400005*



The EMD should be submitted in physical form in a sealed cover addressed to Mr. Arun Shahi / Mr. Tarun Dey, boldly super-scribed on the outer cover 1) Tender Number, 2) Tender Name, 3) Closing date / Time, 4) Name of the tenderer. BPRL will not be responsible for non-receipt of instrument(s) due to postal delay/loss in transit etc.

Cheques, Cash, Money Orders, Bank Guarantee, Fixed deposit Receipts etc. towards EMD are not acceptable. Similarly, request for adjustment against any previously deposited EMD/Pending Dues/Bills/Security Deposits of other contracts etc. will not be accepted towards EMD. Bid (s) received without the EMD is liable to be rejected. DD copy should be uploaded in the Bid Form.

EXEMPTION FROM EARNEST MONEY DEPOSIT:

Micro and Small Enterprises registered with 'District Industries Center' or 'Khadi and Village Industries Commission' or 'Khadi and Village Industries Board' or 'Coir Board' or 'National Small Industries Corporation' or 'Directorate of Handicrafts and Handloom' or any other body specified by Ministry of Micro, Small and Medium Enterprises for the item mentioned in the tender shall be exempt from payment of Earnest Money Deposit. Vendor has to upload the necessary documents as mentioned above to claim exemption for Earnest Money Deposit and copy of the documents has to be sent to above mentioned address /dropped in the tender box on / before the due date and time mentioned in the tender.

EMD is liable to be forfeited in the event of : i) Vendor withdrawing or altering its bid during the bid validity period; ii) Non-acceptance of LOI/Order, if and when placed; iii) Non-payment of 'Performance Security Deposit' amount within the stipulated period of 15 days from date of Letter of Intent (LOI); iv) Submission of forged documents etc. as per tender conditions.

EMD will be returned / refunded to unsuccessful bidders after award of contract. EMD of the successful bidder will be released after submission of Security Deposit.

(b) SECURITY DEPOSIT:

To ensure performance of the contract and due discharge of contractual obligations, the successful contractor will have to provide interest free security deposit of 10% of the contract value.

This Security deposit has to be furnished in the form of an Account payee Demand Draft payable to BPRL or Bank Guarantee in the prescribed format within 15 days from date of issue of LOI.

The Bank guarantee if submitted shall be from any Indian scheduled bank or an international bank of repute having a branch in India or a corresponding banking relationship with an Indian scheduled bank.

7 VALIDITY:

Tender submitted by tenderers shall remain valid for acceptance for a period of three months from the date of opening of the tender (Technical Bid in the case of two bid). The tenderer shall not be entitled during the said period of three months, without the consent in writing of the Owner, to revoke, or cancel his tender or vary the tender given or any term thereof. In case of tenderer revoking or canceling his tender, varying any terms in regard thereof without the consent of Owner in writing, appropriate penal action will be taken by BPRL as deemed fit including putting the tenderer/contractor on 'Holiday listing'/'Delisting' barring the tenderer/contractor from participating in future tenders for an appropriate period from the date of revocation/cancellation/varying the terms. Further in the case of contractors who are not registered with BPRL, the earnest money deposited by him will be forfeited. Once the quotation is accepted the rates quoted shall be firm till the entire work is completed.



8 ADDENDA / CORRIGENDA:

Addenda/ Corrigenda to the tender documents may be issued prior to the date of opening of the tenders to clarify documents or to effect modification in the design or tender terms. All addenda/corrigenda issued shall become part of tender Document.

9 RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:

9.1 The right to accept the tender will rest with the Owner. The Owner, however, does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever.

9.2 Deleted

9.3 Tenders in which any of the particulars and prescribed informations are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected.

9.4 Canvassing in connection with tenders is strictly prohibited and tenders submitted by the tenderer who resort to canvassing will be liable to rejection.

9.5 Tender containing uncalled remarks or any additional conditions are liable to be rejected.

10 INTEGRITY PACT

Deleted

11 COLLECTION OF DATA TENDERER'S RESPONSIBILITY & TIME SCHEDULE:

The tenderer shall acquaint himself fully of the terms & conditions and scope of work and no claims whatsoever will be entertained on the plea of ignorance or difficulties involved in execution of work .

The time period allowed for carrying out the job shall be as shown in tender document. Request for revision for time schedule after tenders are opened will not be received for consideration.

12 RETIRED GOVERNMENTS OR COMPANY OFFICER:

No Engineer of Gazetted rank or other Gazetted Officer, employed in Engineering or Administrative duties in an Engineering Department of the States/Central Government or of the Owner is allowed to work as a Contractor for a period of two years after his retirement from Government service or from the employment of the Owner without the previous permission of the Owner. The contract, if awarded, is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person, who had not obtained the permission of the State/ Central Government, or of the Owner as aforesaid before submission of tender, or engagement in the Contractor's service as the case may be.



13 SIGNING OF THE CONTRACT:

The successful tenderer shall be required to execute an agreement in the proforma attached with tender enquiry within a period of one month of the receipt by him of the notification of acceptance of tender. The payment will not be processed till the time the agreement is executed.

14. DELETED

14A. DELETED

15 CONTRACT PERIOD:

The contract period shall be for 24 months. BPRL has the right to extend the contract period by one year on the same rates and terms & conditions. BPRL will have an early exit option with 3 months notice.



SECTION - IV INTERPRETATION OF CONTRACT DOCUMENTS

15 INTERPRETATION OF CONTRACT DOCUMENT:

15.1 Except if and to the extent otherwise provided by the Contract, the provisions of the Special Conditions of Contract shall prevail over those of any other documents forming part of the contract. Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or any of the matter may be referred to Engineer-in-Charge, who shall give his decisions and issue to the Contractor instructions directing in what manner the work is to be carried out. The decision of the Engineer-in-Charge shall be final and conclusive and the contractor shall carry out work in accordance with this decision.

15.2 Deleted

15.3 Headings and marginal notes to the clauses of these General Conditions of Contract or to specifications or to any other tender document are solely for the purpose of giving a concise indication and not a summary of the content thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof of the Contract.

15.4 Singular and Plural:

In these contract documents unless otherwise stated specifically, the singular shall include the plural and vice-versa wherever the context so requires. Words indicating persons shall include relevant incorporated companies/ registered as associations/ body of individual/ firm or partnership.

16 SPECIAL CONDITIONS OF CONTRACT:

16.1 Special Conditions of contract shall be read in conjunction with, specification of work, and any other documents forming part of this contract wherever the context so requires.

16.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.

16.3 Deleted

16.4 Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the contractor shall do so at his own cost.

16.5 Deleted

17 CONTRACTOR TO OBTAIN HIS OWN INFORMATION:

The contractor in fixing rate shall for all purposes whatsoever be deemed to have him self independently obtained all necessary information for the purpose of preparing his tender. The contractor shall be deemed to have examined the Contract Documents, to have generally obtained his own information in all matters whatsoever that might affect the carrying out the works at the scheduled rates and to have satisfied himself to the sufficiency to his tender. Any error description of quantity or omission there from shall not vitiate the contract or release the Contractor from executing the work comprised in the contract according to drawing and specifications at the scheduled rates. He is deemed to have



known the scope, nature and magnitude of the works and the requirements of materials and labour involved etc. and as to what all works he has to complete in accordance with the contract documents whatever be the defects, omissions or errors that may be found in the Contract Documents.

Any neglect or failure on the part of the Contractor in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risk or liabilities or the entire responsibility from completion of the works at the scheduled rates and time in strict accordance with the contract documents.

No verbal agreement or inference from conversation with any officer or employee of the owner either before or after the execution of the contract agreement shall in any way affect or modify any of the terms or obligations herein contained.

18 PERFORMANCE SECURITY DEPOSIT / RETENTION MONEY:

Deleted

19 TIME OF PERFORMANCE:

19.1 The work covered by this contract shall be commenced as detailed in the purchase order or as per the instructions of the Engineer in charge and be completed in stages on or before the dates as mentioned in the time schedule of completion of work. The contractor should bear in mind that time is the essence of this agreement unless such time be extended pursuant to the provision of clause No. 21. Request for revision of Completion time after tenders are opened will not receive consideration.

19.2 Time Schedule of Completion:

Development and Configuration to be completed within one month of award of contract and 2nd month onwards monthly Payroll & ESS activity to continue.

Contractor should prepare a detailed execution programme, for approval of the Engineer-in-Charge on receipt of Letter of Intent or acceptance of tender. The work shall be executed strictly as per the time schedule given in this document. The period of completion given includes the time required for testing, rectifications, if any, retesting and completion in all respects to the entire satisfaction of the Engineer-in-Charge.

20 FORCE MAJEURE:

Any delays in or failure of the performance of either part hereto shall not constitute default here under or give rise to any claims for damages, if any, to the extent such delays or failure of performance is caused by occurrences such as Acts of God or the public enemy expropriation or confiscation of facilities by Govt./authorities, compliances with any order or request of any Government authorities, acts of war, rebellion or sabotage or fires, floods, explosions, riots or strikes. The contractor shall keep records of the circumstances referred to above and bring these to the notice of Engineer-in-Charge in writing immediately on such occurrences.

21 EXTENSION OF TIME:

If the contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other grounds, he shall apply in writing to the Engineer-in-Charge within two weeks of the date of hindrance on account of which he desires such extension as aforesaid, and the Engineer-in-Charge shall if in his opinion (which shall be final), reasonable grounds have been shown thereof, authorize such extension of time as may in his opinion be necessary or proper.

In the event of extension of Time of the contract, if granted, the contractor shall be required to suitably extend the period of Bank Guarantee if submitted, towards security Deposit/retention money suitably.

22. LIQUIDATED DAMAGES FOR DELAY:



22.1 Time is the essence of the contract. In case the contractor fails to complete the whole work within the stipulated period, he shall be liable to pay liquidated damages of 0.5% of the value of contract per week and or part thereof of the delay subject to a maximum of 5% of the value of the contract. The parties agree that this is a genuine pre-estimate of the loss/damage which will be suffered by the owner on account of delay on the part of the contractor and the said amount will be payable on demand without there being any proof of the actual loss or damages having been caused by such delay/breach. The owner shall be at liberty to adjust or deduct the said amount of liquidated damages from any amount due to the contractor including Security Deposit.

22.2 The owner shall be at liberty to deduct or retain from any amount payable to the contractor periodically, the proportionate or full amount of liquidated damages as the case may be for the delay periodically caused by the contractor.

23 SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE COMPENSATION WITHOUT REFERENCE TO ACTUAL LOSS:

All sums payable by way of compensation under any of the conditions shall be considered as reasonable compensation without reference to the actual loss or damage, which shall have been sustained by the Owner.

24 TERMINATION / OFFLOADING:

24.1 The contractor fully understands that timely completion of the work as per the schedule is of paramount necessity as otherwise it would lead to adversely affecting the schedules of other works/project with resultant financial and other losses to the Company/owner. In view of this, the contractor unconditionally agrees and binds himself to be liable for all the consequences for non-completion of the work within the stipulated time.

24.2 In case a situation is brought about by the contractor warranting termination/off-loading of the whole or any part of the work for any reason whatsoever, the Company/owner shall have the liberty and right to entrust/engage/award the work so terminated/off loaded at the risk and cost of the contractor to any other agency/contractor by adopting any mode of inviting tenders, i.e. open/limited/single party/negotiation basis etc. in order to ensure completion of the work as per the schedule or at the quickest possible time.

25. FORFEITURE OF SECURITY DEPOSIT:

Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the contract, the Owner shall be entitled to recover such sum by appropriating in part or whole, security deposit of the contractor, forming whole or part of such security being insufficient or if no security has been taken from the Contractor then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor. The contractor shall pay to the owner on demand any balance remaining due.

26 ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED:

In any case in which, under any clause or clauses of this contract, the contractor shall have forfeited the whole of his security deposit (whether paid in one sum or deducted by installment) or have committed a breach of any of the terms contained in this contract the owner shall have power to adopt any of the following courses as he may deem best suited to his interest.

a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the owner shall be conclusive evidence) in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Owner.



b) To employ labour paid by the owner and to supply materials to carry out the work any part of the work, debiting contractor with the labour cost of tools and plants and equipment charges, the cost of the materials for which a certificate of the Engineer-in-Charge shall be final and conclusive against the Contractor and 10% of costs as above to cover all departmental charges and crediting him with the value of the work done in all respects in the manner and at the same rates as if it had been carried out by the Contractor under the term of his contract. The certificate of Engineer-in-Charge as to the value of the work done shall be final and conclusive against the contractor.

c) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hand to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess, the certificate in writing of the Engineer-in-Charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Owner under the contract or otherwise or from his security deposit or from the proceeds of sale thereof, of a sufficient part thereof.

In the event of any of the above course being adopted by the Owner, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any agreements or made any advances on account of or with a view to the execution of the work of the performance of the contract. In case the Contractor shall not be entitled to recover or be paid any sum for any work actually performed under this contract unless the Engineer-in-Charge will certify in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

27 CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 26:

In any case in which any of the powers conferred upon the owner by clause 26 thereof shall have become exercisable and the same had not been exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercised in the event of any further case of default by the contractor for which any clause of hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Owner putting in force the power under sub-clause (a), (b) or (c) vested in him under the proceeding clause he may, if he so desires takes possession of all or any tools and plants materials and stores in or upon the works or the site thereof belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in case of these not being applicable at current market rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final otherwise the Engineer-in-Charge may give notice in writing to the contractor or his clerk of the works, supervisor or other authorized agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractors expense or sell them by auction or private sale on account of the contractor and at his risk in, all respects without any further notice as to the date, time or place of sale and the certificate of the Engineer-in-Charge as to the expense of any such removal and the amount of proceeds and any expenses of any such sale shall be final and conclusive against the contractor.

28 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:

If at any time from the commencement of the work the owner shall for any reasons whatsoever, not require the whole or part thereof as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.



29 CHANGES IN CONSTITUTION:

Where the contractor is a partnership firm, the prior approval, in writing, of the Owner shall be obtained before any change is made in the constitution of the firm, where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before sub-contractor enters into any agreement with other parties, where under the reconstituted firm would have the right to carryout the work hereby undertaken by the contractor. In either case if prior approval as aforesaid is not obtained, the contract shall be deemed to have been allotted in contravention of clauses 35 hereof and the same action may be taken and, the same consequence shall ensure as provided in the said clause.

30 IF THE CONTRACTOR DIES:

Without prejudice to any of the rights or remedies under his contract, if the contractor dies, the Owner shall have the option of terminating the contract without compensation to the contractor.

31 EMPLOYEES OF THE OWNER NOT INDIVIDUALLY LIABLE:

No director or official or employee of the Owner shall in any way be personally bound or liable for the acts or obligations of the Owner under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

32 OWNER NOT BOUND BY PERSONAL REPRESENTATIONS:

The contractor shall not be entitled to any increase on the item rates of the contract or any other right or claim whatsoever by reason of representation, explanation or statement or alleged representation, promise or guarantees given or alleged to have been given to him by any person.

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34 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCTS:

34.1 The contractor, on or after award of the work shall name and depute a qualified personnel having sufficient experience in carrying out work of similar nature to whom the equipments materials, if any, shall be issued and instructions for works given. The contractor shall also provide to the satisfaction of the Engineer-in-Charge sufficient and qualified staff to supervise the execution of the-works, competent sub-agents, supervisor and leading hands including those specially qualified by previous experience to supervise the type of works comprised in the contract in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the Engineer-in-Charge, additional properly qualified supervision staff is considered necessary, they shall be employed by the contractor without additional charges on account thereof. The Contractor shall ensure to the satisfaction of the Engineer-in-Charge that sub-contractors, if any shall provide competent and efficient supervision over the work entrusted to them.

34.2 If and whenever any of the Contractor's or sub-contractor's agents, sub-agents, assistants supervisor or other employees shall in the opinion of Engineer-in-Charge be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the owner or Engineer-in-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the contractor, if so directed by the Engineer-in-Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the works without the written permission of the Engineer-in-Charge. Any person so removed from the works shall be immediately replaced at the expense of the contractor by a qualified and competent substitute. Should the contractor be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.



34.3 The contractor shall be responsible for the proper behaviour of all the staff, supervisor, workmen and others and shall exercise a proper degree of control over them and in particular, and without prejudice to the said generality, the contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the contractor shall be responsible therefore and relieve the Owner of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Engineer-in-Charge upon any matter arising under this clause shall be final. Contractor shall ensure that none of their employees are ever engaged in any anti-national activities.

34.4 All contractor's personnel entering upon the Owner's premises shall be properly identified by badges issued by owner which must be worn all times on Owner's premises.

35 SUB-LETTING OF WORK:

Sub letting of contracts shall not be permitted.

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39 NOTICES:

Any notice hereunder may be served on the contractor or his duly authorized representative at the job site or may be served by registered mail direct to the address furnished by the Contractor. Proof of issue of any such notice could be conclusive of the contractor having been duly informed of all contents therein.

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41 RIGHT OF OWNER TO DETERMINE / TERMINATE CONTRACT

i) Owner shall, at any time be entitled to determine and terminate the contract, if in the opinion of the Owner the cessation of the work becomes necessary owing to paucity of funds or for any other cause whatsoever, in which case, the cost of approved materials at the site at current market rates as verified and approved by Engineer-in-Charge and of the value of the work done to date by the contractor shall be paid for in full at the rates specified in the contract. A notice in writing from the Owner to the contractor of such determination and termination and the reason thereof, shall be the conclusive proof of the fact that the contract has been so determined and terminated by the Owner.

ii) Should the contract be determined under sub-clause (i) of this clause and the contractor claims payments to compensate expenditure incurred by him in the expectation of completing the whole of the work, the Owner shall consider and admit such claim as are deemed fair and reasonable and are supported by vouchers to the satisfaction of the Engineer-in-Charge. The Owner's decision on the necessity and propriety of any such expenditure shall be final and conclusive and binding on the contractor.

42 PATENTS AND ROYALTIES:

42.1 The contractor, if licensed under any patent covering equipment, machinery, materials or compositions of matter to be used or supplied or methods and process to be practiced or employed in the performance of this contract, agrees to pay all royalties and licence fees which may be due with respect thereto. If any equipment, machinery, materials or composition matters, to be used or supplied or methods and process to be practised or employed in the performance of this contract, is covered by a patent under which contractor is not licensed then the contractor before supplying or using the equipment, machinery, materials, compositions method or processes shall obtain such licences, and pay such



royalties and licence fees as may be necessary for performance of the contract. In the event, the contractor fails to pay any such royalties or obtain any such licence, any suit for infringement of such patents which is brought against the contractor or the Owner as a result of such failure will be defended by the contractor at his own expenses and the contractor will pay any damages and costs awarded in such suit. The contractor shall promptly notify the owner if the contractor has acquired knowledge of any patent under which a suit for infringement could be reasonably brought because of the use by the Owner of any equipment, machinery, materials, and process methods to be supplied hereunder. The contractor agrees to and does hereby grant to Owner, together with the right to extend the same to any of the subsidiaries of the Owner as irrevocable, royalty-free licence to use in any country, any invention made by the contractor or his employee in or as a result of the performance of the work under the contract.

The Owner shall indemnify and save harmless the contractor from any loss on account of claims on contractor for the contributory infringement of patent rights arising out and based upon the claim that the use by the Owner of the process included in the design prepared by the Owner and used in the operation of the plant infringes on any patent right with respect to any sub-contract entered into by contractor pursuant to the provisions of sub-contractor an undertaking to provide the Owner with the same patent protection that contractor is required to provide under the provisions of this clause.

42.2 All drawings, blue prints, tracings, reproducible, models, plans, specification and copies thereof, furnished by the Owner as well as drawings, tracings, reproducible, plans specifications, design, calculations etc. prepared by the contractor for the purpose of execution of works covered in or connected with this contract shall be the property of Owner and shall not be used for any other work but are to be delivered to the Owner at the completion of the contract.

42.3 The contractor agrees to respect the secrecy of any document, drawings etc. issued to him for the execution of this contract, and restrict access to such documents, drawing etc. to the minimum and further, the contractor agrees to execute an SECRECY / CONFIDENTIALITY agreement by contractor having access to such documents, drawings and to any other agency or individual, without the written approval by Engineer-in-Charge.

43 LIENS:

43.1 If, at any time, there should be evidence or any lien or claim for which the Owner might have become liable and which is chargeable to the contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the owner against such lien or claim and if such lien or claim be valid the Owner may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the Contractor. If any lien or claim remain unsettled after all payments are made, the contractor shall refund or pay to the Owner all moneys that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.

43 2 Contractor will not disclose details of the work to any person or persons except those engaged in its performance, and only to the extent required for the particular portion of the work being done. Contractor will not give any items concerning details of the work to the press or a news disseminating agency without prior written approval from Engineer-in-Charge. Contractor shall not take any pictures on site without written approval of Engineer-in-Charge

44 OPERATION OF CONTRACT:

44.1 Law Governing:

Regardless of the place of contracting, place of performance or otherwise, this Agreement, and all amendments, modifications, alterations, or supplements, thereto shall be governed by the laws of India and respective state laws for the nature, validity and interpretation thereof.

44.2 Non-Waiver of Default:



Any failure by the Owner or Contractor at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this agreement, or to exercise a right hereunder, shall not constitute a waiver of such terms, conditions or rights, and shall not affect or impair same, or the right of the Owner or the Contractor, as the case may be at any time to avail itself of same.

SECTION - V PERFORMANCE OF WORK

45 EXECUTION OF WORKS:

45.1 All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory detailed drawings, specifications, and instructions as may be furnished from time to time to the contractor by the Engineer-in-Charge whether mentioned in the contract or not. The contractor shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workman like manner with the quality of material and workmanship in strict accordance with the specifications following all safety requirements of BPRL and as stipulated in work permits as per the directions and to the entire satisfaction of the Engineer-in-Charge.

45.2 Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities/materials, it is understood that the contractor shall do, so at his cost unless otherwise specified.

45.3 The materials, design and workmanship shall satisfy the relevant Indian Standards, the Job specification contained herein and codes referred to. Where the job specification stipulate requirements in addition to those contained in the standards codes and specifications, these additional requirements shall also be satisfied.

46 COORDINATION AND INSPECTION OF WORK:

The coordination and inspection of the day-to-day work under the contract shall be the responsibility of the Engineer-in-Charge. The written instructions regarding any particular job will be normally be passed by the Engineer-in-Charge or his authorized representative. A work order book / logbook will be maintained by the Contractor for each job in which the aforesaid written instructions will be entered. These will be signed by the contractor or his authorized representative by way of acknowledgment within 12 hours. The non maintaining of the order book or non signing by the contractor shall not preclude the contractor from complying with the instructions.

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60 DISCREPANCIES BETWEEN INSTRUCTIONS:

Should any discrepancy occur between the various instructions furnished to the contractor, his agents or staff or any doubt, arise as to the meaning of any such instructions or should there be any misunderstanding between the contractor's staff and the Engineer-in-Charge's staff, the contractor shall refer the matter immediately in writing to the Engineer-in-Charge whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, or doubts, or misunderstanding shall in any event be admissible.

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69. SUSPENSION OF WORKS:

The contractor shall, if ordered in writing by the Engineer-in-Charge or his representative, temporarily suspend the works or any part thereof for such period and such time as so ordered and shall not, after receiving such written order, proceed with the work therein ordered to be suspended, until he shall have received a written order to proceed therewith. The contractor shall not be entitled to claim/ compensation for any loss or damage sustained by him by reason of temporary suspension of the works aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid will be granted to the contractor, should he apply for the same, provided that suspension was not consequent to any default or failure on the part of the contractor.

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SECTION VI BILLS / MEASUREMENT / PAYMENT

73. SCHEDULE OF RATES AND PAYMENTS:

i) Contractor's Remuneration

The price to be paid by the Owner to contractor for the whole of the work to be done and the performance of all the obligations undertaken by the contractor under the contract documents shall be ascertained by the application of the respective item rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the work actually executed and approved by the Engineer-in-Charge. The sum so ascertained shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the contractor under the contract and no further payment whatsoever shall be or become due or payable to the contractor under the contract.

Invoices shall be raised at the end of every month. BPRL will release 100% of the invoiced amount after statutory deductions on the 30th day from the date of invoice.

ii) Schedule of rates to be inclusive:

The prices/rates quoted by the contractor shall remain firm till the issue of final completion certificate and shall not be subject to escalation. Schedule of rates shall be deemed to include and cover all costs, expense and liabilities of every description and all risk of every kind to be taken in executing, completing and handing over the work to the Owner by the Contractor. The Contractor shall be deemed to have known the nature, scope, magnitude and the extent of the works and materials required, though the contract document may not fully and precisely furnish them. He shall make such provision in the item rates as he may consider necessary to cover the cost of such items of work and materials as may be reasonable and necessary to complete the works. The opinion of the Engineer-in-Charge as to the items of work which are necessary and reasonable for completion of work shall be final and binding on the contractor, although the same may not be shown on or described specially in contract documents.

Generality of this present provision shall not be deemed to cut down or limit in any way because in certain cases it may and in other cases it may not be expressly stated that the contractor shall do or perform a work or supply articles or perform services at his own cost or without addition of payment or without extra charges or words to the same effect or that it may be stated or not stated that the same are included in and covered by the schedule of rates.

iii) Schedule of Rates to Cover Constructional Equipments, Materials, Labour etc.

Without in any way limiting the provisions of the preceding sub-clause the schedule of rates shall be deemed to include and cover the cost of all constructional equipment, temporary work (except as provided for herein), pumps, materials, labour, the insurance, fuel, stores and appliances to be supplied by the contractor and other matters in connection with each item in the schedule of rates and the execution of the works or any portion thereof, finished, complete in every respect and maintained as shown or described in the contract documents or may be ordered in writing during the continuance of this contract.

iv) Schedule of Rates to cover Royalties, Rents and Claims:

The Schedule of Rates shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, or otherwise incorporated in or used in connection with the works, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the works and shall include an indemnity to the Owner which the contractor hereby gives against all actions, proceedings, claims damages, costs and expenses arising from the incorporation in or use on the works of a such articles, processes or materials, Octroi or other municipal or local Board charges levied on materials, equipment or machineries to be brought to site for use on work shall be borne by the contractor.

v) Schedule of Rates to Cover Taxes and Duties:



No claim or exemption or reduction of customs duties, excise duties, sales tax, quarry or any port dues, transport charges, stamp duties or Central or States Government or Local Body or Municipal Taxes or duties, taxes or charges (from or of any other body), whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule of Rates. Contractor shall also obtain and pay for all permits, or other privileges necessary to complete work.

vi) Schedule of Rates to cover Risk of Delay:

The schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the contractors conduct of work which occur from any cause including orders of owner in the exercises of his powers and on account of extension of time granted due to various reasons and for all other possible or probable cause of delay.

vii) Schedule of Rates cannot be altered:

For work under unit rate basis, no alteration will be allowed in the schedule of Rates by reason of work or any part of them being modified, altered, extended, diminished or omitted. The schedule of Rates are fully Inclusive rates which have been fixed by the contractor and agreed to the Owner and cannot be altered.

For lumpsum contract, the payment will be made according to the work actually carried out for which purpose an item wise or workwise, Schedule of rates shall be furnished, suitable for evaluating the value of work done and preparing running account bills.

74. PROCEDURE FOR MEASUREMENT / BILLING OF WORK IN PROGRESS:

i) **Deleted**

ii) **Billing:**

The contractor will submit a bill to the Engineer-in-Charge of the work giving abstract and detailed measurements for the various items executed during a month, before the expiry of the 1st week of the succeeding month. The Engineer-in-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible, before the expiry of 10 days from presentation of the bill.

iii) **Deleted**

75. LUMPSUMS IN TENDER:

For the items in tender where it includes lumpsum in respect of parts of work, the contractor shall be entitled to payment in respect of the items at the same rates as are payable under this contract for such items, or if part of the work in question is not In the opinion of the Engineer-in-Charge capable of measurement of determination, the owner may at his discretion pay the lumpsum amount entered In the tender or a percentage thereof and the certificate In writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regards to any sum or sums payable to him under the provisions of the clause.

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79. MODE OF PAYMENT:

Payment will be made to the contractor normally through NEFT mode.

80. COMPLETION CERTIFICATE:

80.1 Application for Completion Certificate:



When the contractor fulfills his obligation, he shall be eligible to apply for completion certificate. The contractor may apply for separate completion certificate respect of each such portion of the work by submitting the completion documents along with such application for completion certificate.

The Engineer-in-Charge shall normally issue to the contractor the completion certificate within one month after receiving an application therefore from the contractor after verifying from the completion documents and satisfying himself that the work has been completed in accordance with and as set out in the construction and erection drawings and the contract documents.

The contractor, after obtaining the completion certificate is eligible to present the final bill for the work executed by him under the terms of contract.

80.2 Completion Certificate:

The contractor shall be furnished with a certificate by the Engineer-in-Charge of such completion, but no certificate shall be given nor shall the work be deemed to have been executed or until the work shall have been measured by the Engineer-in-Charge whose measurement shall be binding and conclusive.

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81. FINAL DECISION AND FINAL CERTIFICATE:

Upon Expiry of the period of liability and subject to the Engineer-in-Charge being satisfied that the contractor has performed all his obligation under the contract , the Engineer-in-Charge shall (without prejudice to the rights of the Owner to retain the provisions of relevant clause hereof) give a certificate herein referred to as the final certificate to that effect. The contractor shall not be considered to have fulfilled the whole of his obligations under the contract until Final Certificate have been given by the Engineer-in-Charge notwithstanding any previous entry upon the work and taking possession, working or using of the same or any part thereof by the owner.

82. CERTIFICATE FOR PAYMENTS AND EVIDENCE OF COMPLETION:

Except the final certificate, no other certificate or payments against a certificate or on general account shall be taken to be an admission by the Owner of the due performance of the contract or any part thereof or occupancy or validity of any claim by the contractor.



SECTION VII TAXES/DUTIES/INSURANCE

83. TAXES, DUTIES, OCTROI ETC.:

The contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, octroi etc. now in force or hereafter Imposed, increased or modified, from time to time in respect of work and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the contractor and the contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employer - employee relationship and the contractor further agrees to comply and secure the compliance by all sub-contractors, with all applicable Central, State, Municipal and local laws and regulations and requirements of any Central, State or Local Government agency or authority. Contractor further agrees to defend, indemnify and hold harmless from any liability or penalty which may be Imposed by the Central, State or Local Authority by reason of any violation by contractor or sub-contractor of such laws, regulations or requirements and also from all claims, suits or proceeding that may be brought against the Owner arising under, growing out of, or by reason of the work provided for by this contract by third parties, or by Central or State Government authority or any administrative sub-division thereof.

84. INSURANCE:

Contractor shall at his own expenses carry and maintain insurance with reputable insurance companies to the satisfaction of the Owner as follows:

i) Employees State Insurance Act:

The Contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employees State Insurance Act, 1948, and the contractor further agrees to defend, indemnify and hold Owner harmless from any liability or penalty which may be imposed by the Central, State or Local Authority by reason of any asserted violation by contractor or sub-contractor, of the Employee State Act, 1948 and also from all claims suits or proceedings that may be brought against the Owner arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of the contractor, by third parties or by Central or State Government authority or any political sub-division thereof.

The contractor agrees to filing, with the Employees State Insurance Corporation, the Declaration Forms and all forms which may be required in respect of the contractor's or sub-contractor's employees whose aggregate remuneration as fixed by the concerned authorities and who are employed in the work provided for or those covered by ESI Act under any amendment to the Act from time to time. The contractor shall deduct and secure the agreement of the sub-contractor to deduct the employee's contribution as per the first schedule of the Employee State Insurance Act from wages and affix the Employee's contribution Cards at Wages payment intervals. The contractor shall remit and secure the agreement of the sub-contractor to remit to the authorized bank, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The contractor agrees to maintain all Cards and records as required under the Act in respect of employees and the payments and the contractor shall secure the agreement of the subcontractor to maintain such records. Any expenses incurred for the contribution, making contribution or maintaining records shall be to the contractor's or sub-contractor's account.

The Owner shall retain such sum as may necessary, from the total contract value until contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid.

ii) Workman's Compensation and Employee's Liability Insurance:

Insurance shall be effected for all the Contractor's employees engaged in the performs of this contract, if any of the work is sublet, the contractor shall require the sub-contractor to provide workman's compensation and employer's liability Insurance for the latter's employees if such employees are not covered under the contractors insurance.



iii) Any other Insurance Required Under Law or Regulations or by Owner:

Owner shall cover Project Material and Equipments under and over all Marine-cum-Erection Insurance Policy. Contractor shall carry and maintain any and all other insurance which be required under any law or regulation from time to time. He shall also carry and main any other insurance which may be required by the Owner.

iv) Automobile Liability Insurance:

Contractor shall take out an Automobile Liability Insurance to cover all risks to Owner for each of his vehicles plying on works of this contract and these insurance shall be valid for the total contract period. No extra payments will be made for this insurance. Owner shall not be liable for any damage or loss not made good by the insurance company, should such damage or toss result from unauthorised use of the vehicle.

85. DAMAGE TO PROPERTY:

i) Contractor shall be responsible for making good, to the satisfaction of the Owner any loss of and any damage to all structures and properties belonging to the Owner or being executed or procured or being procured by the Owner or of other agencies within the premise all the work of the Owner, if such loss or damage is due to fault and/or the negligence willful acts or omission of contractor, his employees, agents, representative or \ sub-contractor.

ii) The contractor shall indemnify and keep the Owner harmless of all claims for damage to property other than Owner's property arising under or by reason of this agreement if such claims results from the fault and/or negligence or willful acts or omission of contractor, his employees, agents, representatives or sub-contractors.



SECTION VIII LABOUR LAWS AND OTHER REGULATIONS

86. LABOUR LAWS:

- i) No labour below the age of eighteen years shall be employed on the work.
- ii) The contractor shall not pay less than what is provided under the Minimum Wages Act for the applicable trade or category of workman to the worker engaged by him on the work and also ensure that any sub-contractors engaged by him also pay not below the applicable minimum wages under the Act and hold the company, indemnified in respect of any claims that may arise in respect or non-compliance with this requirements.
- iii) The contractor shall observe all the formalities required under the provisions of the contract labour (Regulation and abolition) Act 1970 and the rules made thereunder and as may be amended from time to time. He shall pay the required deposit under the Act Appropriate to the number of workmen to be employed by him or through sub-contractor and get himself registered under the Act. He shall produce the certificate of registration granted by the Govt. authority under the Act to the company before commencement of work. The company recognises only the contractor and not his sub-contractors under the provisions of the Act. The contractor will have to submit daily a list of his employees, who will be entering the Company's premises for the work awarded. He will also keep his wage register available at all times as close to the work site as possible and produce the same for inspection whenever required by designated Company officials. If the company so desires, a deposit may be taken from the Contractor to be refunded only after the Company is satisfied that all the workmen employed by the contractor have been fully paid for the period of work in Company's premises at least at rates equal to or better than wages provided for under the Minimum Wages Act.
- iv) The Contractor will comply with the provisions of the employee's Provident Fund Act and the Family Pension Fund Act as may be applicable and as amended from time to time. Contractor shall obtain their own provident fund account number. Offer of the contractor who does not have provident fund account will be liable for rejection.
- v) The Contractor will comply with the provisions of the Payment of Gratuity Act 1972 as may be applicable and as amended from time to time.

87. IMPLEMENTATION OF APPRENTICES ACT 1961:

The Contractor shall comply with provisions of the Apprentices Act 1961 and the Rules/orders issued thereunder from time to time. If he fails to do so, his failure will be breach of the contract and the Engineer-in-Charge may, at his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the act.

88. CONTRACTOR TO INDEMNIFY THE OWNER:

- i) The contractor shall indemnify the owner and every member, officer and employee of the Owner, also the Engineer-in-Charge and his staff against all actions, proceedings, claims, demands, costs, and expenses whatsoever arising out of or in connection with the matters referred to in clause 84 and all actions/ proceedings, claims, demands, costs and expenses which may be made against the Owner for or in respect of or arising out of any failure by the contractor in the performance of his obligations under the contract documents. The Owner shall not be liable for or in respect of any demand or compensation payable by law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractor and contractor shall indemnify and keep indemnified the Owner against all such damages and compensations and against all claims, damage, proceedings, costs, charges and expenses whatsoever, thereof or in relation thereto.



ii) Payment of Claims and Damages:

Should the Owner have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the Owner shall be charged to and paid the Contractor and the contractor shall not be at liberty to dispute or question the rig of the Owner to make such payments notwithstanding the same may have been made without his consent or authority or in law or otherwise to the country.

In every case to which by virtue of the provisions of Section 12, sub-section (1) of workmen's compensation Act 1923 or other applicable provisions of workmen's Compensation Act any other Act, the Owner is obliged to pay compensation to a workmen employed by contractor in execution of the works, the Owner will recover from the contractor the amount of compensation so paid and without prejudice to the rights of Owner under Section 12 sub-section (2) of the said Act. Owner shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the contractor whether under the contract or otherwise. The Owner shall not be bound to contest any claim made under Section 12, sub-section (1) of the said Act except on the written request of contractor and upon his giving to the Owner full security for all costs for which the Owner might become liable on consequence of contesting such claims.

iii) Employment Liability:

a) The contractor shall be solely and exclusively responsible for engaging or employing persons for the execution of work. All employees engaged by the contractor shall be on his/ their payroll and paid by him/ them. All disputes or differences between the contractor and his/ their employees shall be settled by him/ them. Owner has absolutely no liability whatsoever concerning the employees of the contractor. The contractor shall indemnify owner against all loss or damage or liability arising out of or in the course of his/ their employees. The contractor shall make regular and full payment of wages without giving any complaint by any employee of the contractor or his sub-contractor regarding non-payment of wages/ salaries or other dues. Owner reserves the right to make such payments directly, to such employee or sub-contractor of the contractor and recover the amount in full from the bills of Contractor, and the contractor shall not claim any compensation or reimbursement thereof. The Contractor shall comply with the Minimum Wages Act applicable to the area with regard to payment of wages of his employees and also of employees of his sub-contractor.

b) The Contractor shall advise in writing to all of his employees and the employees of his sub-contractor as follows:

It is fully understood that your appointment and/ or deployment is only in connection with the owner and it does not give you any right of claim for employment by owner.

89. HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS:

In respect of all labour directly employed in the works for performance of the contractor's part this agreement, the contractor shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the Owner from time to time for the protection of health and sanitary arrangements for all workers.

90. SAFETY REGULATIONS:

i) In respect of all labour, directly or indirectly employed In the work for the performance of contractor's part of this agreement, the contractor shall at his own expenses arrange for all safety provisions as per safety codes of C.P.W.D. Indian Standard Institution, the Electricity Act, The Mines Act and any such other acts as applicable.

ii) The Contractor shall ensure that he, his sub-contractor and his, or their personnel or representatives shall comply with all Fire / Safety regulations issued from time to time by the Company or otherwise howsoever and should any injury resulting in death or not or loss / or damage due to Fire to any property or a portion thereof, occurred as a result of failure to comply with such regulations, the contractor shall be held responsible for the consequences thereof and shall keep the company harmless and indemnified.

91. ARBITRATION:

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



BPRL who may be nominated by the Director. The Contractor will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an Officer of the BPRL 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 BPRL he had expressed views on all or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Director as aforesaid at the time of such transfer, vacation of office Or inability to act may in the discretion of the Director 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 or office as an Officer of the BPRL if the Director does not designate another person to act as arbitrator on such transfer, vacation of office or inability of original arbitrator. Such persons shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the Director or a person nominated by Director of the BPRL as aforesaid shall act as arbitrator, hereunder. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder for the time being in force shall apply to the arbitration proceedings under this clause.

b) The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute before him. The arbitrator shall have all summary powers and may take such evidence oral and/ or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Arbitration and Conciliation Act, 1996 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.

c) The parties against whom the arbitration proceedings have been initiated, that is to say the Respondents in the proceedings, shall be entitled to prefer a cross-claim, counter-claim or set off before the Arbitrator in respect of any matter an issue arising out of or in relation to the Agreement, without seeking a formal reference of arbitration to the Director for such counter-claim, cross 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.

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

e) The arbitrator shall have power to make one or more awards whether interim or otherwise, in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims 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 arbitrators' expenses whenever called upon to do so.

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

92. JURISDICTION:

The contractor shall be governed by the Laws in force in INDIA. The contractor hereby submits to the jurisdiction of the Courts situated at Mumbai, for the purpose of actions and proceedings arising out of the contract and the courts at Mumbai, only will have jurisdiction to hear and decide such actions and proceedings.



SECTION - IX
MEMORANDUM OF AGREEMENT

An agreement made this _____ day _____ of _____ 20__ between BHARAT PETRORESOURCES LIMITED a Company Incorporated in India and having its office at Ballard Estate, Mumbai, (herein after referred to as 'the Company' which expression shall include its heirs, legal representatives, successors and permitted assignees) of the one part, and

(herein after referred to as "The Contractor" which expression shall include its heirs, legal representatives, successors and permitted assignees) of the other part, whereby it is agreed:-

1. The Contractor shall carry out and complete the work as mentioned in the Purchase order/Contract No. _____ dated _____, (hereinafter referred to as "the work") for the Company at its specified site to its complete satisfaction in accordance with the specifications, schedule of rates and plans attached as per Purchase order/Contract and with the instructions given from time to time, by the Company's authorized engineer under whose supervision the work shall be-executed. The parties hereto agree that this agreement shall be effective from the date of the aforesaid Purchase Order/Contract.

2. Inspection of site: The Contractor has been given an opportunity before or at the time of the entrusting of the work to him of making an inspection of the site to set at rest any doubt he may have had about the difficulties attending his offer, and any difficulties which may be met with by him in the course of the execution of the work shall neither relieve him from fulfilling the terms of this Agreement, nor entitled him to claim extra payment or an extension of the period stipulated for the completion of the work, except where it will be agreed by the Company's authorized Engineer that such difficulties could not have been foreseen.

3. Supply of Labour and Materials: The Contractor shall furnish all labour, materials, equipment or tools necessary for the construction of the work, except such materials, equipment or tools as will be supplied by the Company and are detailed in Purchase order/Contract. The contractor will assume full responsibility for the protection and safety of the work during its construction. The details and dimensions shown on the said plans referred to in the Purchase order/Contract shall be strictly adhered to by the contractor and no alterations shall be made therein unless previous sanction thereto has been given in writing by the Company.

(a) The Contractor shall prepare detailed and shop drawings and any other data required.

(b) All materials supplied by the Contractor shall be of the best quality. The Contractor shall at his own cost arrange for and/or carry out any test of materials, which the Company's authorized Engineer may require.

(c) The Contractor shall at the request of the Company's authorized Engineer immediately dismiss from the work any person employed thereon who, in the opinion of the Company's authorized Engineer, is unsuitable or incompetent or who, has been guilty of misconduct, and such person shall not again be employed or allowed on the works without the permission of the Company, in writing.

4. E. & O. E. No advantage is to be taken either by the Company or the Contractor of any clerical error or mistake, which may occur in the specification, schedule of rates, plans, tender or any other papers supplied to or by the contractor in connection with the work.

5. Damage on account of Incomplete work: The Contractor shall commence the work and shall complete the work as mentioned in Purchase order/Contract failing which the Contractor shall pay or allow to the Company to recover as liquidated damages, at the rate of minimum 0.5% per week of delay or part there of up to a maximum of 5% of the total contract value, if Liquidated damages clause is made applicable in the contract. Such damages may be deducted by the Company from any amount due to the contractor; otherwise they shall be recoverable by lawful means.



6. a) Determination of the Agreement: The company shall, at any time, be entitled to determine and terminate the contract, if in the opinion of the company, the cessation of the work becomes necessary owing to paucity of funds or for any other cause whatsoever. On such determination / termination, the cost of approved materials, brought by the contractor and lying at the site, at current market rates as verified and approved by company's engineer and of the value of the work done to date by the contractor shall be paid for in full at the rate specified in the contract. A notice in writing from the company to the contractor of such determination and termination and reasons therefore shall be the conclusive proof of the fact that the contract has been so determined and terminated by the company.

Should the contract be determined as above and the contractor claims payment to compensate expenditure incurred by him in the expectation of completing the work, the company shall consider and admit such claim as are deemed fair and reasonable and are supported by the vouchers to satisfaction of the engineer-in-charge. The company's decision on the necessity and propriety of such expenditure shall be final and conclusive and binding on the contractor.

The contractor shall not be entitled to get any possible loss of profit that he could have earned had the contract been not determined / terminated under the above clauses of this article.

b) Termination/Offloading: The contractor fully understands that timely completion of the work as per the schedule is of paramount necessity as otherwise it would lead to adversely affecting the schedules of other works/project with resultant financial and other losses to the Company. In view of this, the contractor unconditionally agrees and binds himself to be liable for all the consequences for non-completion of the work within the stipulated time.

In case a situation is brought about by the contractor warranting termination/off-loading of the whole or any part of the work for any reason whatsoever, the Company shall have the liberty and right to entrust/engage/award the work so terminated off loaded at the risk and cost of the contractor to any other agency/contractor by adopting any mode of inviting tenders, i.e. open/limited/single party/negotiation basis etc. in order to ensure completion of the work as per the schedule or at the quickest possible time.

7. Defective Work / Materials: If the work done by the Contractor or any part there of shall be found defective in workmanship or by reason of bad or inferior materials used, then in such case he shall at his own risk and cost without delay, demolish all such defective work and rebuild or replace the same in a satisfactory manner. The Company may, if necessary, at the cost and risk of the Contractor, temporarily stop all other activities by the Contractor in connection with the work until such time as the defective work has been rebuilt or replaced at the Contractor's cost. In case of default on the part of the contractor to remove defectives work and rebuild or replace the same without delay and in a manner satisfactory to the Company, the Company shall be entitled to employ another Contractor or its own workman to carry out the removal and rebuilding or replacing at the risk and cost of the contractor.

8. Substitution of Contractor : If the Company finds it necessary to employ a person or persons for the purposes provided in clauses 6 (b) and 7 above, then the Company may deduct and retain from out of the sums due to the contractor all such amounts as they may require to pay or to reimburse themselves there from in respect of the costs and expenses which they have incurred in completing the work and or in removing defective work and rebuilding or replacing the same in a manner satisfactory to the Company and if such amounts be more than the sums due or thereafter becoming due to the Contractor, than the balance, shall be a debt recoverable from the Contractor by the Company. The Contractor shall not in any manner do or cause to be done any act, matter or things whatsoever to prevent the person or persons so employed by the Company from removing defective work and re-building or replacing the same in a manner satisfactory to the Company and/or from, completing the work in the manner aforesaid.

9. Removal of Material: On the Determination of the Agreement as referred to in Clause 6, the Contractor shall at his own risk and cost remove from site within Seven days all his materials, equipment and tools. It is agreed that in case of such determination the company shall be entitled to purchase from the Contractor such materials as will be approved by the Authorized Engineer of the Company at the prices then current. If the Contractor does not remove the other materials, equipment and tools which he has been asked to remove within the time prescribed as aforesaid, the Company may remove and sell the same holding the proceeds less the cost of storage, removal and sale to the credit of the Contractor. Should Company incur any loss in respect of the sale, it shall be entitled to recover same from the Contractor.



10. Inspection of work: Inspection will be made periodically during the progress of the work by the authorized Engineer of the Company and all work performed must be of acceptable quality of which the said Engineer-in-Charge will be the sole judge.

11. Supervision: The Contractor shall during the whole time the work is in progress, employ one or more competent and technical English speaking Supervisors acceptable to the Company's authorized Engineer, one of whom at least shall be in constant attendance at the site while persons are at work there. Any directions, explanations, instructions, or notices in connection with the work given by the Company's authorized Engineer to these Supervisors shall be deemed to have been given to the Contractor.

12. Payment: The Company, in consideration of the contractor carrying out and completing the said work at the Company's said site, to the satisfaction of the Company, shall pay the contractor as per the said schedule of Rates, subject to deductions, retentions and abatements, if any to be made therefrom in accordance with the provisions of this Agreement. During the progress of the work and provided the work is progressing according to the time-table laid down to the contractor, the contractor shall be entitled once a month to receive advance payment on the above mentioned sum proportionate to such part of the work as shall have been executed during the preceding month but only after such part of the work as has been executed has been inspected and approved by the Company's authorized Engineer. From such interim payments each time 10% will be withheld as Security deposit and this 10% will be paid to the Contractor after the defect liability period, provided that any defects appearing during that period are corrected by him. OR 100% payment will be made on the basis of actual executed quantities after satisfactory completion and due certification by BPRL Engineer-in-charge. In lieu of 10% Retention money towards Security deposit, contractor shall submit bank guarantee of equivalent amount of retention money (10% of contract value) before submission of 1st Running Account (RA) bill valid for defects liability period specified. Further, the Bank Guarantee shall have a claim period of six months beyond the date of expiry, and the same shall be mentioned clearly in the Bank Guarantee.

13. Defects after Completion: Any defects which may appear within the defect liability period specified shall, upon the directions in writing of the Company and within such reasonable time as shall be specified therein be amended and made good by the Contractor, at his own cost unless the Company shall decide that the Contractor will be paid for such amending and making good, and in case of default on the Contractor's part, the Company may amend and make good or have amended and made good such defects and all damages, losses and expenses consequent thereon, incidental to those shall be borne by the Contractor and such damages, losses and expenses shall be recoverable from him by the Company or may be deducted by the Company from any moneys due to or thereafter becoming due to the Contractor. Alternatively, the Company may, in lieu of such amending and making good by the Contractor elect to deduct from any moneys due or thereafter becoming due to the Contractor a sum to be determined by the Company sufficient to cover the cost of amending and making good such defects, and in the event of the amount withheld in accordance with Clause 12 being insufficient, recover the balance from the Contractor together with any expenses the Company may have incurred in connection with such recovery. Should any defective work have been done or bad inferior materials supplied by any Sub-Contractor employed on the work, has been approved by the Company as provided in Clause 15, the Contractor shall be liable to amend and make good in the same manner as if such work or materials had been done or supplied by the Contractor. The Contractor shall remain liable under this Clause notwithstanding the signing by the Company's authorized Engineer of any certificate or the passing of any account.

14. Alterations: The Company reserves the right at any time to alter any quantities of any item indicated in the Purchase order/Contract, in which case the total amount payable to the Contractor shall be less or higher, proportionate with the reduction or increase in quantity of such item, allowance for which will be made at the Contractor's agreed rates.

15. Subletting Agreement: The Contractor shall not sublet or assign the work or any part thereof to another party without the written consent of the company and no such subletting or assignment shall relieve the contractor from the full and entire responsibility of his obligation under this Agreement.



16. Cancellation: The Company shall at any and all times during the period stipulated for the work, has the right forthwith to cancel this agreement by giving written notice thereof to the Contractor and in such case the Contractor shall be paid for such part of the work as has been executed by him up to the date of cancellation, on the basis of schedule of rates as per Purchase order/Contract and shall be reimbursed by the Company for the cost and expenses incurred by him but which would now be wasted as a direct consequence of the cancellation of the Agreement.

17. Workmen's Compensation Liability: The Contractor shall hold the Company harmless and indemnified from and against all claims, costs and charges for which the Company shall be liable under the Workmen's Compensation Act, 1923 and any amendments thereof and the expenses to which it shall be put thereunder, both in respect of personal injuries (within the meaning of the said Act) to the employees and servants of the Contractor or Sub-Contractors, (if any), arising out of, or occasioned during the currency of this agreement through the acts or omissions, whether due to negligence or not of the Contractor, Sub-Contractor and/or Company and/or their respective servants and employees and also in respect of the personal injuries (within the meaning of the said Act) to the servants and employees of the Company arising out of, or occasioned through the acts and omissions whether due to negligence or not of the Contractor, Sub-Contractor and or their servants and employees in carrying out any of the provisions of this Agreement. This indemnity shall be in addition to and not in lieu of any indemnity to which the Company shall be entitled in law. The Contractor shall at his own expense effect and maintain, until the completion of the work, with an approved office a Policy of Insurance in the joint names of the Company and the Contractor, against such risks and deposit such Policy or policies with the Company from time to time during the currency of this Agreement. The Contractor shall be responsible for anything not included in the Insurance Policies above referred to and also for all other damage to person or property arising out of or incidental to the negligent or defective carrying out of this agreement and shall keep the Company harmless and indemnified. He shall also indemnify the Company in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages arising therefrom. The Company shall be entitled to deduct the amount of any damages compensation costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sum or sums due or thereafter becoming due to the Contractor.

18. Safety Regulation: The Contractor shall ensure that he/his Sub-Contractor and his, or their personnel or representatives shall comply with all safety regulations issued from time to time by the Company or otherwise howsoever and should any injury resulting in death or not or damage to any property occur as result of failure to comply with such regulations the Contractor shall be held responsible for the consequences thereof, shall keep the Company harmless and indemnified.

19. Arbitration

a) Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of BPRL against the Contractor or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to this agreement shall be referred to the sole Arbitration of the Director of the BPRL or of some officer of the BPRL who may be nominated by the Director. The Contractor will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an Officer of the BPRL 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 BPRL he had expressed views on all or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Director as aforesaid at the time of such transfer, vacation of office Or inability to act may in the discretion of the Director 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 or office as an Officer of the BPRL if the Director does not designate another person to act as arbitrator on such transfer, vacation of office or inability of original arbitrator. Such persons shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the Director or a person nominated by The Director of the BPRL as aforesaid shall act as arbitrator, hereunder. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration and Conciliation Act,



1996 or any statutory modification or re-enactment thereof and the rules made thereunder for the time being in force shall apply to the arbitration proceedings under this clause.

b) The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute before him. The arbitrator shall have all summary powers and may take such evidence oral and/ or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Arbitration and Conciliation Act, 1996 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.

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

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

e) The arbitrator shall have power to make one or more awards whether interim or otherwise, in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims 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 arbitrators' expenses whenever called upon to do so.

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

20. Jurisdiction:

The contractor shall be governed by the Laws in force in INDIA. The contractor hereby submits to the jurisdiction of the Courts situated at Mumbai, for the purpose of actions and proceedings arising out of the contract and the courts at Mumbai, only will have jurisdiction to hear and decide such actions and proceedings.

21 Minimum Wages: The Contractor, his executors and administrators (and in the case of a Limited Company, its successors and assigns) shall hold the Company harmless and indemnified from and against all claims, costs and charges, for which the Company shall be liable under the Minimum Wages Act, 1948, the Contract Labour (Regulation and Abolition) Act, 1970 and any amendments or modifications thereof, and all expenses it shall be put thereunder through the acts or omissions whether willful or not on the part of the Contractor. This indemnity shall be in addition to and not in lieu of, any indemnity to which the Company shall be entitled in law.

22. Employees State Insurance: This Contractor hereby admits that he is fully aware of his responsibilities under the Employees State Insurance Act, 1948, as an immediate employer of the employees engaged by him for the execution of this contract which he agrees to discharge. The Contractor acknowledge the statutory right of the company (as a Principle Employer) to recover the amount of the contributions, paid by it in the first instance in respect of the employees employed by or through him (the Contractor), as well as the employee's contribution, if any, either by deduction from any amount payable to him by the Company under any contract or as debt payable by him to the Company.



In witness where of the said contracting parties have set their hands.

Witness _____
For Bharat Petroresources Ltd.

For Bharat Petroresources Ltd.

Contractor's Signature

Witness _____
Contractor's witness - Signature

End of Part-2



PART-3 **SCOPE OF WORK**

A. Payroll Processing

1. Maintain Master details of Staff.
2. Changes to Master details of such as Grade, Designation, Departments, Increments, Bank accounts etc of staff
3. Changes to payment details of Staff – Payment heads, Deductions, DA revision, salary revision, Loss of Pay days, etc.
4. Report for monitoring of perquisites / allowances as a %age of Basic Salary.
5. Process Recurring or one time payables / deductions
6. Capture Perquisites and Tax related information as required
7. Capture the attendance for paid days, input for other employee benefits, payments, recovery and deductions.
8. Validate Payroll Inputs with BPRL in prescribed templates before payroll processing
9. Process payroll on validation of inputs and share the payroll details for further processing.
10. Provision to capture staff Investment Declaration and Income / Loss from House Property and other income.
11. Provisions to capture exemptions from tax i.e. HRA, LFA etc. which are exempt on production of documents / receipts.
12. Assist BPRL to file the returns of statutory deductions like TDS, PF, VPF, Prof. Tax etc
13. Provide Income tax and PF reports etc. after payroll processing
14. Generation & sending of salary slip to staff after payroll processing. The salary slip should also contain the tax calculation, investment status, etc.
15. Provision should be available to generate reports as per BPRL requirement.
16. Provision of processed payroll data as per agreed format without compromising on confidentiality of Individual salary or salary components i.e. provide monthly salary & Accruals for accounting in SAP
17. Assist the company to register for PF, Professional Tax etc.
18. Manage Statutory deductions such as Income tax, PF, VPF, Prof tax etc and preparing challans for making payments to statutory authorities

B. Payroll Compliances

Yearly Statutory activities

1. Provide individual Form 16 with requisite annexure to staff and consolidated report to company
2. Individual Annual PF reports to staff and consolidated report to company

C. Portal Management

1. Reimbursement Module
2. Leave Management



1. Reimbursement Module

- 1.2 Provision for Staff to claim reimbursement for Communication expenses, Conveyance, Medical expenses, LFA, LFA Exemption, Mobile Handset etc as per eligibility.

Following claims are approved by line manager:

Communication Expenses, Conveyance Expenses, Out of Pocket Expenses.

Following claims are approved by an Administrator:

LFA , LFA Exemption, Furniture on Hire , FOH Maintenance, PC on Hire, PC on Hire Maintenance, Medical expenses

- 1.3 Generation of Work Flow and provision to approve such claim for payments by the administrator / line manager and accounting of the same as per policies in place.
- 1.4 Provision to capture Taxable & Non Taxable portion of all the claims at the time of authorization.
- 1.5 Linkage of following ESS applications to Payroll module for Tax computation and perks.
 - I. Conveyance Expenses
 - II. Medical Expenses
 - III. Leave Fare Assistance (LFA)
 - IV. LFA exemption

2. Leave Management

- 2.1 Provision to define leave types (Casual Leave, Earned Leave, Half Pay Leave (with sickness) , Half pay leave (without sickness), Restricted Holiday, Maternity Leave , Loss of Pay) and Holiday Calendar
- 2.2 Provision for generation of Leave Quota
- 2.3 Provision to define Leave Applicability Rules i.e. Leave Combination rule , Define Prefix, Suffix and Intervening rules
- 2.4 Provision to define Leave credit / accrual Rules and carry forward of leaves
- 2.5 New Leave request creation and approval process by line manager
- 2.6 Leave Cancellation / Modification Process
- 2.7 Leave Encashment process and amount payable along with monthly salary.
- 2.8 Linkage to Payroll for Leave Encashment and tax calculation.

End of Part-3



PART-4
SPECIAL CONDITIONS OF CONTRACT

A. Bid Evaluation Process:

1. Bids that do not comply with the specified EMD requirements would be summarily rejected.
2. Unpriced Bids that meet the EMD requirements would be opened and evaluated for compliance to the bid qualification criteria (BQC).
3. Vendors, whose bid meets the BQC, would be invited for demonstrating the requirements of proof of concept at BPRL's office at Mumbai to enable BPRL to evaluate the suitability of the offered solution.
4. Price bids of Vendors, whose solution meets the Proof of Concept requirement would be opened and evaluated for placement of order.

B. Bid Qualification Criteria

Sr. No.	Bid Qualification Criteria	Value/ Threshold limit	Documents required
Techno Commercial Criteria:			
1	Vendors to have minimum five years exp.	5 years	Vendor to submit Purchase orders and client certificates for completed orders executed five years prior to the due date of the tender.
2	No. of existing Clients	10 Nos.	List of existing Clients, Contact Details and Purchase Orders from 10 clients with Payroll and / or ESS portal in scope
3	No. of existing clients where payroll and integrated ESS portal services are provided for more than 50 employees.	3 Nos.	List of existing Clients, Contact Details and Purchase Orders from 3 clients with both Payroll and integrated ESS portal in scope.
Financial Criteria:			
1	Average Turnover of company for last 3 years (FY 2012-13, 2013-14, 2014-15)	Rs 5 lacs	Last 3 years CA Certified/Audited financial statements (Balance Sheet, P&L Account)
Other Criteria:			
1	Vendor is not declared insolvent		Vendor self declaration in the prescribed format provided in PART-5.
2	Vendor is not black listed by any PSU / Govt Dept		Vendor self declaration in the prescribed format provided in PART-5.



C. Proof of concept demonstration

1. Payroll Processing:

The vendor shall demonstrate the following in the offered system:

- a. Employee master data maintenance, one payroll run and the payroll result.
- b. The master data shall include provision to maintain information on the following:
- c. Educational Qualifications, Past Work Experience, Family details, Bank Details, PF Registration no., PAN no., Age, Gender, Blood Group etc.
- d. The payroll data to have 30 Payroll elements (Payable / Recoverable elements) with certain element having indirect valuation for payable element i.e. DA (%age of Basic), identification of taxability and calculation of estimated tax, TDS proportionate payable
- e. The vendor to develop and demonstrate the following report:
- f. Salary Slip / PF Report / TDS Report / Provisional Form 16 / Report on elements of salary compiled, monitoring of perquisites / allowances as a %age of Basic Salary.

2. ESS/Web based application for Leave Management:

Background: BPRL has 2 groups of staff. One group of Staff are on deputation from the parent organization (BPCL) and other group of staff have directly joined BPRL (BPRL Staff).

Leave needs to be managed in respect of the following two reporting scenarios:

- a. BPRL staff reporting to BPRL Staff
- b. BPRL staff reporting to Staff on deputation from BPCL.

The Vendor shall demonstrate the following:

- I. Leave application / change / cancellation along with approval process in both the above reporting scenarios, for the various types of leaves indicated in the scope of work.
- II. Leave Encashment (Earned Leave i.e. EL) and linkage to payroll for payment and calculation of Tax.
- III. Application of LOP leave by BPRL staff or administrator and its linkage to payroll for salary deduction.

3. ESS/Web based application for Reimbursement:

Background: BPRL has 2 groups of staff. One group of Staff are on deputation from the parent organization (BPCL) and other group of staff have directly joined BPRL.

Approval of claims needs to be managed in respect of the following two reporting scenarios.

- a. BPRL staff reporting to BPRL Staff
- b. BPRL staff reporting to Staff on deputation from BPCL.



The vendor shall demonstrate one reimbursement application each where approver is line manager (conveyance reimbursement) and where approver is administrator (furniture on hire reimbursement) in both the above scenarios.

D. Price Evaluation Criteria:

Price will be evaluated based on overall lowest quote basis.

E. New Statutory Levies

All new statutory levies levied on provision of services to Company within the Contract Duration, if any, shall be payable extra by BPRL against documentary proof.

F. Variation in Taxes/Duties/Levies

Any increase/decrease in the relevant statutory levies viz. Customs Duty, Service Tax, VAT and Cess, from the from the date of opening of Techno-Commercial Bids till end of 'Duration of Contract' will be on BPRL's account. Any upward variation in statutory levies after 'Duration of Contract' shall be to Contractor's account.

End of Part-4



PART-5
STANDARD FORMATS



ANNEXURE- A

**PROFORMA OF UNDERTAKING
(for Not being declared Insolvent)**

To,
Bharat Petroresources Ltd.
9th Floor, E Wing, Maker Tower,
Cuffe Parade, Mumbai-400005

Date:

Sub: Declaration for not being declared insolvent

We herewith declare that we are not declared insolvent.

At a later date, if it is found by BPRL that we have submitted false declaration, our offer will be liable to be rejected.

For
(Sign and Stamp)



ANNEXURE- B

**PROFORMA OF UNDERTAKING
(for Non - Blacklisting)**

To,
Bharat Petroresources Ltd.
9th Floor, E Wing, Maker Tower,
Cuffe Parade, Mumbai-400005

Date:

Sub: Declaration for not being blacklisted

We herewith declare that we are not blacklisted by any Indian PSU / Any Indian Government Department or organization.

At a later date, if it is found by BPRL that we have submitted false declaration, our offer will be liable to be rejected.

For
(Sign and Stamp)

End of Part-5