P&CS (MUMBAI REFNERY)

NOTICE INVITING TENDER FOR OIL RECOVERY FROM WEATHERING PIT

REQUEST FOR QUOTATION
CRFQ NO: 1000246727
E-TENDER REF: 9222
DUE DATE: 08/01/2016
REQUEST FOR QUOTATION CRFQ 1000246727 E-Tender NO.9222

1.0 INTRODUCTION
The bids are invited through E-tendering platform under two-bid system (i.e. Part 1 - Technocommercial/Un priced Bid & Part 2 - Priced Bid) as outlined below. Bidders can download the complete set of tender documents from, our website at e-procurement platform https://bpceproc.in / www.bharatpetroleum.in and on Government website http://eprocure.gov.in/cppp/relatedlinks.

(Contact persons: Mrs. Sybil Lobo, Manager (P&CS) Services Phone: 0091-22-2553 3276 / Mr. U.S.N Bhat, Chief Manager (P & CS) Phone: 0091-22-25533265).

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TENDER FOR CARRYING OUT OIL RECOVERY FROM WEATHERING PIT SLUDE

1. Bharat Petroleum Corporation Limited is a Fortune 500 Navratna PSU engaged in manufacturing and Marketing of diverse range of Petroleum Products.

2. We intend to line up contract for Oil recovery from weathering pit sludge. We are pleased to invite the BIDS for the above mentioned job, as per tender specifications.

3. EARNEST MONEY DEPOSIT (EMD):

EMD of amount as mentioned below as applicable is required to be submitted, in physical form at our office in a sealed cover addressed to Chief Manager P&CS, with following boldly super-scribed on the cover/ envelope:

i. CRFQ Number:
ii. Item:
iii. Closing Date/Time:
iv. Name of the Bidder:

<table>
<thead>
<tr>
<th>Sr No.</th>
<th>Item</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>OIL RECOVERY FROM WEATHERING PIT SLUDE</td>
<td>1,00,000/-</td>
</tr>
</tbody>
</table>

The BIDDERS shall ensure that the EMD in the form of Bank Guaranttee, drawn in favor of “Bharat Petroleum Corporation Limited”, payable at Mumbai, from any Branch of Indian Nationalized Banks. It should be delivered to Chief Manager P&CS or sent by Registered Post / Couriered to the following address so as to reach on or before the due date & time of the tender:

P&CS Dept,
2nd floor, South Block, Admin Building
Mumbai Refinery,
Mahul Gaon, Mumbai-400 074.

- BPCL will not be responsible for non-receipt of EMD due to postal delay/ loss in transit etc. Bid received without the EMD, if applicable, is liable to be rejected.

- Scanned copy of EMD shall be uploaded on BPCL E-Procurement website and later shall be sent to above mentioned address before due date of the tender.

- EMD shall be valid for period of 8 months from the date of submission of bids.
4. EXEMPTION FROM EARNEST MONEY DEPOSIT:
   - **Micro and Small Enterprises** registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, are exempted from payment of Earnest Money provided -
   - Vendor have to upload the necessary document as mentioned above to claim exemption of Earnest Money Deposit.

5. EMD FOREFEITURE AND RETURN OF EMD:
   i. EMD submitted shall be returned on finalization of the order. No interest on this EMD is payable.
   
   ii. **EMD will be forfeited in the event of:**
   - Withdrawal of offer while the offer is under consideration during the offer validity period.
   - Bidder not accepting our Purchase Order, if placed without prejudice to our rights to recover damages on account of breach of contract.
   - Non-confirmation of acceptance of order within the stipulated time after placement without prejudice to our rights to recover damages on account of breach of contract.
   - Any unilateral revision made by the Bidder during the validity period of the offer.

6. Bidders are requested to submit / upload their UNPRICED & PRICED BIDS, on or before the due date by 14.00hrs, on BPCL E-Procurement website [https://bpcleproc.in](https://bpcleproc.in) maintained by M/s ETL (E-procurement Technologies Ltd.).

   For any assistance regarding online submission of bids on BPCL E-Procurement web site, bidders may contact Mr. Mahendra Hole on Mobile No.9920038902 and Tel. No. 8655885473 or 022-2553 3278 on all working days (Mon - Fri) between 09.00 hrs to 17.00 hrs. or helpdesk of M/s. E-procurement Technologies Ltd.) on Telephone no. 022 65354113, 022 65595111 between 09.30 hrs to 18.30 hrs.

   Hard copies of the bids shall not be submitted, unless specially asked for by BPCL.

7. The Techno-Commercial/Un-priced Bids shall be opened on **08/01/2016** at **14:00 hrs.**
PART I : QUALIFICATION CRITERIA & TECHNO-COMMERCIAL (OTHER THAN PRICE) BID

The attached tender document consists of the following Attachments:

- BID-QUALIFICATION CRITERIA.
- TENDER DOCUMENT WITH SCOPE OF WORK AND APPLICABLE TERMS AND CONDITIONS.
- GENERAL TERMS AND CONDITIONS.
- MEMORANDUM OF AGREEMENT.
- SPECIAL SAFETY CONDITIONS.
- FINANCIAL DETERRENT FOR VIOLATION.
- GENERAL CONDITIONS OF CONTRACT.
- FORM-A
- PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT.
- INTEGRITY PACT

Information pertaining to Bid Qualification, Technical, Techno-commercial & Other Details shall be filled, signed, stamped and uploaded on BPCL E-Procurement website under respective categories.

PART II : PRICE BID.

- Vendors have to submit Prices directly on the E-Procurement website.

8. All the tender documents and Annexure and Price Bids shall be required to be duly signed and stamped the authorized signatory. The authorized signatory shall be:

a) Proprietor in case of proprietary concern.
b) Authorized partner in case of partnership firm.
c) Director, in case of a limited Company, duly authorized by its board of directors to sign.

OPENING OF BIDS : This being Two-Part-Bid, the Qualification Criteria and Techno-Commercial Bid will be opened first and evaluated. Bidder to note that qualification of bidder and evaluation of bid is being taken up simultaneously and therefore issue of TQ/CQ and or Techno commercial discussions shall not be construed as the bidder is qualified.

PRE-BID MEETING : A pre-bid meeting has been arranged for all the interested bidders on 30/12/2015 at 10:00 hrs at below mentioned address. Bidders are requested to inform the concerned person in advance the details of persons visiting our office along with the authorization letters.

BHARAT PETROLEUM CORP LTD,
INSPECTION DEPT.,
2nd FLOOR, ANNEX. BLDG.
MUMBAI REFINERY, MAHUL CHEMBUR
MUMBAI 400 074
Please contact Mr. SS NAYAR for any pre-bid meeting and technical queries on 2553 33 21.

9. The vendors who are on BPCL's Black /Holiday List will not be considered.

10. BPCL reserves the right to accept/ reject any or all the Offers at their sole discretion without assigning any reason whatsoever.

11. BPCL decision on any matter regarding Bid qualification of vendors shall be FINAL and any vendor shall not enter into correspondence with BPCL unless asked for.

12. BPCL would also consider information already available with them regarding Vendor's Credentials.

13. BPCL may call for additional documents if required.

14. Bidders may raise disputes / complaints, if any, with the nominated Independent external Monitor (IEM). The IEM's name, address & contact number is given below :-

Shri Brahm Dutt  
No. 82, Shakti Bhavan, Race Course Road,  
Bangalore : 560 001Tel : 080-22256568 
Mobile No.: 09731316063

15. For clarifications if any, please feel free to contact undersigned on 022 2553 3276 on any working day between 09.00 am to 4.00 pm.
BIDDER QUALIFICATION CRITERIA (BQC) FOR OIL RECOVERY FROM WEATHERING PIT SLUDGE

BID QUALIFICATION CRITERIA

1.1 TECHNICAL COMPETENCY

The bidder should possess experience of having executed and completed one contract for oil recovery by processing at least 3000 m³ of sludge from open lagoons or pits in refineries / Petroleum industries as detailed below in 3.2 & 3.3 and submit the Purchase Order copies from the concerned location meeting the specifications laid down in this contract.

The bidder shall furnish the details of the work carried out in last seven years in the format given below:

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Location of job done</th>
<th>Net sludge processed in m³</th>
<th>Start date of job</th>
<th>End date of job</th>
<th>BS&amp;W in recovered oil</th>
<th>HC in sludge cakes</th>
<th>Total value of job executed</th>
<th>BS&amp;W of recovered oil in % wt</th>
<th>HC in sludge cakes in % wt</th>
</tr>
</thead>
</table>

1.2 The process of weathering pit cleaning shall involve shifting of complete sludge available inside the pit to temporary batch tanks to be provided by the successful contractor and by using mechanical devices such as JCB, Poclain, vacuum pumps, and vacuum truck system with minimum manual intervention. Process details including process diagram need to be submitted along with the bid. All the equipment including temporary batch tanks will have to be provided by the successful bidder at no additional cost to BPCL. It is hereby notified that use of hydra inside the Refinery will not be allowed.

1.3 The sludge mix removed from the pit as mentioned in 3.2 above may be prepared by diluents mixing and processed for oil recovery by using specialty chemicals, mechanical shakers, hydro cyclones, centrifuge, etc outside the pit parallel. Calibrated flow meter for diluents receipt will have to be provided by the bidder on the diluents supply line. This flow meter provided by the successful bidder shall be certified for calibration by the weights and measure department. A copy of the calibration certificate will have to be provided to BPCL site engineer before commencement of work under this contract.

1.4 The residual cake after oil recovery shall be suitable for landfill or bio remediation and should be shifted to bio remediation site within the Refinery as instructed by site engineer at no extra cost to BPCL.
1.5 The hydro carbon content in sludge cakes after oil recovery process shall be less than 10% wt.

1.6 The ratio of solvent to sludge in the process adopted should be mentioned and shall not exceed 1:1.

1.7 The quality of recovered oil shall be having BS&W less than 3% wt. In case the BS&W exceeds the 3% mark then the same batch will have to be reprocessed without any additional cost to BPCL.

1.8 Bidder should have the capability to process minimum of 700 m3 of net sludge from the weathering pit every month. Payment shall be based on net sludge processed. **Net sludge = Gross sludge – Diluents used.**

The successful bidder has to mobilize his man and machines accordingly.

1.9 Bidder shall check the site for space availability to set up their plant and equipment before bidding for this job and mobilize all the required equipment within one month from the date of LOI. The job of oil recovery from sludge is to be started within ten days of mobilization of equipment at site.

**2.0 FINANCIAL ABILITY**

a) Bidder should have successfully executed the job of oil recovery from sludge from open lagoons or pits during last seven years ending last day of month previous to the one in which applications/bids are invited should be either of the following:-

Annualized value of at least three completed Purchase Orders for similar jobs of value not less than Rs 57 lakhs excluding taxes and duties.

OR

Annualized value of at least two similar completed Purchase Orders for similar jobs of value not less than Rs 72 lakhs excluding taxes and duties.

OR

Annualized value of at least one similar completed Purchase Order for similar jobs of value not less than Rs. 114 lakhs excluding taxes and duties.

b) Average Annual Financial turnover during the last three financial year’s up to 2014-15 should not be less than Rs 43 lakhs.

c) Bidder’s net worth in the last financial year (2014-15) should be positive.

d) The Bidder shall not be on Holiday list of BPCL or MOP & NG or serving banning order by another Oil PSE.

....3/-
The note to the bidders and the documents proposed to be obtained for pre-qualification are provided below;

- Bidder should ensure submission of complete information/documentation in the first instance itself. Qualification may be completed based on the details so furnished without seeking any subsequent additional information.

- Bidder shall submit all relevant documents of their proven track records and satisfactory performance by giving detailed reference (e-mail address/contact details) of end user(s). Owner shall have the right to obtain feedback directly from any or all end user(s) about bidder's performance at their location.

Documents to be submitted:

- Company profile indicating organization structure of bidding entity.
- The details related to proposed process of crude tank cleaning & sludge treatment for oil recovery.
- Audited/Certified Profit & Loss Account, Audited/Certified Balance Sheets/Statement of Assets & Liabilities etc. for the preceding three financial years.
- Vendor/Bidder to submit Purchase order copies along with job completion certificates and executed order value for the qualifying works.
- Declaration to the effect that the operating machinery/equipment proposed for carrying out the jobs against the present tender shall have a potential to process minimum 50 cubic meter of sludge per day.
- Declaration of holiday listing.
- Health, Safety and Environment Management (HSE) policy.
- Safety statistics for last three financial years
- Submission of details of specific experience as called for in the Pre-Qualification criteria.
To,
M/s. BPCL ESTIMATE
MUMBAI . India - 400038.
Ph:,Fax:.
Vendor Code:300648

REQUEST FOR QUOTATION

<table>
<thead>
<tr>
<th>Collective RFQ Number/ Purchase Group</th>
<th>1000246727 / N12-CIVIL/MISC SERVICE</th>
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<tbody>
<tr>
<td>Contact person/Telephone</td>
<td>LOBO S (MS)/-</td>
</tr>
<tr>
<td>Fax :</td>
<td>022-25541718</td>
</tr>
<tr>
<td>Email:<a href="mailto:lobos@bharatpetroleum.in">lobos@bharatpetroleum.in</a></td>
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<tr>
<td>Our ref.:</td>
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RFQ No/Date: 6000894349 / 11.12.2015
Quotation Due Date/Time: 08.01.2016/14:00:00

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<tr>
<th>Material/Services required at:</th>
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<tr>
<td>M/s. BHARAT PETROLEUM CORPN. LTD</td>
</tr>
<tr>
<td>MUMBAI REFINERY</td>
</tr>
<tr>
<td>MAHUL,</td>
</tr>
<tr>
<td>MUMBAI - 400074</td>
</tr>
<tr>
<td>India</td>
</tr>
</tbody>
</table>

SUBJECT : OIL RECOVERY FROM WEATHERING PIT SLUDGE

you are invited to quote online through BPCL E-Procurement website
https://bpcleproc.in for above subject as per the enclosed Tender Documents.

SUBMISSION OF TENDER ON LINE:

Bidders are requested to submit / upload their UNPRICED & PRICED BIDS, on or
before the due date by 14.00hrs, on BPCL E-Procurement website
https://bpcleproc.in maintained by M/s. E-Procurement Technologies Ltd (ETL)
(https://bpcleproc.in )

For any assistance regarding online submission of bids on BPCL E-Procurement
web site, bidders may contact Mr. Mahendra Hole on Mobile No.9920038902 on all
working days (Mon - Fri) between 09.00 hrs to 17.00 hrs. or M/s. E-Procurement
Technologies Ltd (ETL) or helpdesk of M/s. E-procurement Technologies Ltd. on
telephone No.022 65354113 / 022 65595111.

BPCL support desk numbers for e-tendering is provided below :

All India +91 79 4001 6816/6848/6844/6868
Mumbai : 022 65354113 / 022 65595111

OPENING OF TENDERS :
Bids (Technical Bid and Price Bid) will be opened on-line through BPCL
e-procurement site.

VALIDITY :
Your quotation shall be valid for period of 120 Days from the Quotation due
date indicated above.

Hard copies of the bids shall not be submitted, unless specially asked for by
BPCL.
Bidder shall quote rate inclusive of all taxes and duties except VAT (WCT) and service tax. BPCL shall pay VAT (WCT) and service tax extra as per prevailing rates. PLEASE NOTE THAT REGISTRATION FOR SERVICE TAX AND VAT IS MANDATORY. IN ABSENCE OF REGISTRATION WITH SERVICE TAX AND VAT AUTHORITY YOUR OFFER WILL REMAIN INVALID AND WILL NOT BE CONSIDERED FOR EVALUATION. Please note that submission of this FORM-A along with Technical/Unpriced Bid is mandatory. FORM-A is to be attached with the technical/unpriced bid only. Rate of service tax shall be indicated separately in Form-A. Bidder shall fill in Form-A with all details namely Service Tax Registration Number, Maharashtra VAT Reg No. (TIN No) along with the copy of registration certificate. All the invoices raised shall be "Tax Invoice" and shall be in the manner set out under Section 86 of the Act, so as to ensure that Input Tax Credit could be availed by BPCL on payments to the Contractor.

GROSS AMOUNT :- Kindly mention Gross amount in words and figures on covering note of Price Bid. All item rates shall be quoted in words also. All pages of Price Bid shall be stamped and signed.

DEVIAION :

You are requested to have all your queries clarified before bidding. However, if you still have deviations from our RFQ and the attachments (specifications / scope of work), please indicate deviations in your offer under a separate title 'DEVIATIONS' giving reference to RFQ clause no. Deviations appearing under clause 'DEVIATIONS' shall be considered while evaluating the offer. In case there are no deviations, please submit "NIL DEVIATIONS".

NEFT PAYMENT :

Payments to contractors etc. shall be made by National Electronic Fund Transfer (NEFT) only. Payment by cheque will be made only to those vendors whose bank is located in the city where NEFT payment facility is presently not available. Bids received from vendors who are not accepting the NEFT payment terms are likely to be rejected. Kindly ensure to state name and designation of the authority signing the offer.

Your quotation shall be forwarded in enclosed format only. Bids received in format other than the enclosed format are liable to be rejected.

Please submit the reply of point no.13 of special safety conditions along with techno-commercial bid as given below :-

a) Complete work injury records per year for the last three years and
b) Total man-hours worked per year for the last three years.
c) Safety assurance plan.
d) No. of supervisors
e) No. of skilled workmen
f) No. of unskilled workmen

In case, reply to Point No.13 is not submitted, bids are likely to be rejected/ bids may not be considered for technical evaluation.

In case of any clarifications, please contact Engg-in-charge, Mr. SS NAYAR on Tel # 022 # 2553 33 21.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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<th>Unit Delivery date</th>
<th>Unit Basic Rate</th>
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<td>00010</td>
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<td>15.09.2016</td>
<td>5,000.000 M3</td>
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The item 00010 covers the following services:

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<th>Unit Delivery date</th>
<th>Unit Basic Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>CLN W. PIT SLUDGE PROCES</td>
<td>5,000.000 M3</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Cleaning
Sludge processing from weathering pit for oil recovery as detailed in the scope of work and as per direction of Engineer-in-charge

Service Item 10: Unit basic rate in words ________________________________

Service Tax%____________  VAT%_________________ CST%________________

* 010  SCOPE OF WORK
TENDER DOCUMENT FOR RECOVERY OF OIL FROM 5000m3 OF OILY WASTES LYING IN THE WEATHERING PIT

SECTION 1
INSTRUCTION TO BIDDERS:

1. The bidder shall submit their offer in two bid basis i.e. Techno-commercial (Un priced) bid and Price bid.

2. The bidders are requested to submit all documents as required under Section 1 & 2.
3. Techno commercial bids shall be evaluated based on various parameters as mention under Section 1 & 2. The price bid shall be opened only for those bidders who are technically qualified.
4. Techno-commercial bid shall comprise of the following:

4.1 Detailed method for carrying out the entire activity including process of oil recovery from weathering pit sludge along with process diagram and subsequent shifting of the cakes for further bio-remediation process at a distance of around 1.0 km from the weathering pit area is envisaged. However, bioremediation shall not be in the scope of the bidder under this contract. The successful bidder would be required to install all the required equipments for oil recovery process from the sludge in the weathering pit towards its south side and use required transportation of recovered cakes to the bioremediation site. Removal and disposal of debris from the weathering pit to a designated location inside the Refinery will also form a part of the scope of work.

4.2 List of equipments, tools etc to be mobilized for the subject job.

4.3 Job Safety Plan for carrying out the entire job.

4.4 List of manpower (Engineers, Supervisors, and Workmen) to be mobilized for carrying out the job.

5. Bidders shall examine the Tender document thoroughly in all respect and if any conflict, discrepancy, error or omission is observed, Bidders shall request clarification during the pre bid meeting which shall be held at least one week before the tender due date. Such clarification requests shall be directed to DGM (P&CS) at the address given in this document and the clarifications if any will be put up on the web site.

6. The bidder may visit and examine the site of work and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid, ascertaining the area required for setting up the plant and all the required facilities. All cost for and associated with site visits shall be borne by the bidder.

7. The tender comprises of oil recovery from oily sludge, removal of civil and mechanical debris lying in the weathering pit. BPCL reserves the right to stop oil recovery job due to either operational or safety reasons and the bidder will be paid for only the processed sludge quantity till the date of closure of the contract. The decision by BPCL in this matter will be final and binding on the successful bidder.

8. The bidders are required to provide utility consumption quantity of Diluents like solvent / cutter stock (heavy kerosene)Mt/m³ of oily sludge, 2.0 kg/cm² pressure LP Steam Mt/m³ of oily sludge, Electric Power KWH/m³ of oily sludge and Fire/sea Water in mt/day.
TECHNICAL SPECIFICATION & SCOPE OF WORK:

1.0 Introduction:

Bharat Petroleum Corporation Ltd. (Mumbai Refinery) Mahul, Mumbai - 400 074 invites offers in two part bid basis, for recovery of hydrocarbons from several types of hydrocarbon wastes such as tank bottom sludge of Crude Oil, LSHS, Bitumen, FO, waxy tanks as well as spilled hydrocarbon from pipeline leakage etc collected in the open Weathering Pit (dimensions # 101.6 M X 28.2 M X 1.85 M) within the refinery premises. Estimated quantity currently is around 2000 m³ and envisaged to go up to 5000 m³ due to incoming of sludge from black oil/bitumen tank cleaning in the Refinery.

The oily sludge in the weathering pit to be processed under this contract is from miscellaneous sources and will be of non uniform quality. These hydrocarbon wastes are a mixture of various oily wastes collected from different locations and stored inside the weathering pit and hence it is not possible to assess accurately the hydrocarbon, water and sediment contents in the oily sludge. The sludge contains hydrocarbon material which are mostly of bituminous type, scrapped and spilled bitumen wastes, crude tank bottom sludge, sludge removed from LSHS, FO, waxy and other product tanks, spillages collected from the pipe tracks, waste oils, etc, along with some debris like metal drums, earth, mud, scaffolding material, wooden planks etc. After the separation of the oil from the sludge, the Contractor shall transfer sediment/solids to the designated locations within the Refinery. However bio remediation shall not be under the scope of this contract. Recovered oil shall be pumped out as per the direction of the BPCL site engineer.

The oil content of sludge within the weathering pit will be different at various points or locations. The hydrocarbon waste material may have an approximate composition of approx 40 % wt oil, 20 % wt water and 40 % wt solids. Bidder may visit the site and carry out sampling from weathering pit location if required before responding to the tender.

The sludge and debris from the weathering pit is to be processed for recovery of oil using diluents supplied by BPCL and the weathering pit is to be made sludge free. The sludge quantity and quality indicated above is tentative and is purely indicative.

2.0 Scope of Work:

The scope of work outlined hereunder is only indicative and not exhaustive. All activities are required to be completed by the contractor within their quoted rates and within the agreed time whether the same has been explicitly mentioned or not in the scope of work.
2.1 The oil recovery process shall necessarily involve removal of debris, shifting of sludge available inside the weathering pit to temporary batch tanks arranged by the contractor using mechanical devices like trash/vacuum pump or vacuum truck system, JCB or any other effective method to avoid spillage of sludge. The sludge so removed from the weathering pit shall be processed by separation of debris, sediments/solids, water and oil. The mechanized system preferably be based on using specialty chemicals, filters, steam coils, excavators, pumps, decanters, interceptors, agitators, shakers, centrifuge or hydro-cyclones etc outside the weathering pit parallel at a designated place shown by BPCL. The residual cakes obtained must be shifted to a separate location as shown by the site engineer and spread for further weathering. Hydrocarbon content in the sludge after oil recovery process should be less than 10% wt. On completion of the oil recovery process from weathering pit, the surrounding area is to be cleaned off debris and other oil spillages.

Payment of final bill shall be subject to area around weathering pit be cleaned off all debris and oil spillage to the satisfaction of BPCL site engineer.

Use of proven mechanized method / technology with minimal manual intervention for improved safety and efficiency:

The oil recovery process should consider mechanical Processing, an integration of proven process methods which employ various separation techniques. Sludge processing capacity should be at the least 50m3 per day. Process of oil recovery from sludge may involve utilization of shakers, agitators, hydro-cyclones and centrifuges to screen off solid particles such as rust scales, stones, sand and other foreign debris.

Application of suitable steam coils and mechanical agitators in pits/tanks or any other relevant equipment necessary for conditioning of the sludge would be useful and will be under the scope of the Contractor for its supply and usage. Use of coagulant and flocculent or any other chemical, interceptor may be suitably utilized to the oily sludge mixture for better separation.

Contractor shall provide detail process flow scheme with technical details of equipment and chemicals used in the process along with the technical bid. In case, the party considers use of chemicals, the Material Safety Data Sheet (MSDS) and estimated dosage rates in ppm wt. shall be submitted to BPCL along with the technical bid. All necessary infrastructure required by the contractor for the oil recovery process shall be kept only within the earmarked area. Bidder to note that area available is around 80 m long by 6 m width road stretch along the south side of weathering pit for placing their equipments required for recovery of oil from sludge and hence may design their equipments accordingly.
2.2 The contractor should estimate the sludge quantity before bidding for the same. They need to design their sludge processing unit accordingly and mobilize sufficient no of units so as to complete the entire job for weathering pit within the schedule contractual time period.

2.3 Detailed procedure with equipment layout, bar chart for the total activity schedule for weathering pit cleaning activity has to be submitted for approval before commencing the job to Engineer in charge.

2.4 Contractor to arrange all requirements such as pumps, hoses, tools & tackles manpower and/or any other equipment which may ease the process of oil recovery from the sludge in the weathering pit.

2.5 The contractor shall start the process of oil recovery from the sludge removed from the weathering pit at a location south of the weathering pit by using High solid separation unit and Centrifuges, hydro- cyclones facilitating the Oil phase recovery etc. The residual sludge cake produced for disposal after the oil recovery process shall contain less than 10% hydrocarbon and the recovered oil should have less than 3% bottom solids (BS&W).

2.6 The recovered oil shall be tested for bottom sediments & water (BS&W) in BPCL laboratory before being pumped to crude / slop / FO tanks while the residual sludge would be tested at random in BPCL laboratory for conforming to within 10 % as mentioned before sending it for bioremediation. The recovered oil with less than 3% BS&W only will be allowed to be transferred to the Fuel Oil or any other tank at the discretion of BPCL site engineer.

2.7 The contractor shall jointly sample the sludge / recovered oil along with BPCL site engineer, and the contractor shall deliver samples for testing to the Refinery designated laboratory as per the required testing schedule and follow up for results and maintain required records of results as required by BPCL site engineer.

2.8 The contractor shall maintain proper daily records which will include date wise quantity of diluents received, diluents consumed, sludge processed in cubic meter, oil recovered in cubic meter, samples sent to laboratory for testing BS&W and associated results. Any other relevant details may also be incorporated in the records on daily basis as advised by BPCL site engineer. The contractor shall provide calibrated flow meters to measure the receipt of diluents or solvent and pumped out recovered oil which shall be recorded and counter signed by BPCL site engineer on daily basis. The calibrated flow meter shall be certified by Weights and Measures.

2.9 Transport and unload the residual solid material collected after centrifuging to the area identified by Engineer in charge after ensuring the cakes to be within 10% of hydrocarbons as mentioned earlier for
bio-remediation.

2.10 Distribute / Spread-out the shifted and unloaded residue and solid material evenly by using required equipment and workmen with proper safety apparels.

2.11 Clean the whole area around the weathering pit and residue collection area including the path of transportation by removing all residue, cotton waste, oil etc. to the satisfaction of Engineer in-charge. The contractor shall be responsible to maintain the area of work with good housekeeping at all time and the surrounding area safe for people to work around. The above mentioned waste is to be collected in drums to be disposed off either in the incinerator at BPCL or to a location as shown by the BPCL site engineer. Drums for this purpose shall be provided by BPCL.

3.0 Terms & Conditions

3.1 Performance Guarantee

For the sludge processing activities, the recovered oil should have less than 3 % wt BS & W. The separated solids should have less than 10% wt hydrocarbon based upon the test method of sediment by extraction, IS: 1448 (P30)-1970. The contractor cannot process the next batch until the earlier batch meets the required specifications under the terms of this contract.

3.2 Operational

3.2.1 All the skilled operating & maintenance manpower employed by the contractor should have at least 2 years of work experience in the relevant field of oil recovery process from sludge and sludge handling. The contractor needs to submit the necessary documentary evidence in this regard.

Processing pits or containers provided by the contractor for the process of oil recovery from the sludge shall be covered for safety consideration. Safety grating or proper safety shed cover to be provided on processing pits for operational and monitoring ease during the process of oil recovery from sludge.

3.2.2 The contractor shall be required to work round the clock on two 12 hrs shift/day basis including Sundays & Holidays. During the period of the contract, the contractor shall not substitute / replace manpower without prior consent of BPCL site engineer. The contractor is required to submit proposed shift wise manpower allocation plan & proposed shift schedule along with the un-priced bid.

3.2.3 The contractor should submit a declaration that all equipments used
for the recovery of hydrocarbon from the sludge under this contract is design
safe and will withstand to stress and extreme process variations.
Discrepancies, if any noticed in contractor’s equipment by BPCL, the
contractor must take corrective action as per BPCL requirement. BPCL personnel
shall be authorized to regularly visit the contractor’s work area and inspect
all records and equipment health as and when necessary.

3.2.4 During sludge processing, if any breakdown takes place or if any
corrective action is advised by BPCL on safety and /or environmental related
matters, BPCL will give reasonable time of a maximum of 3 days to the
contractor to rectify the problem and re start the oil recovery process
failing which BPCL reserves the right to terminate the said contract midway.

3.2.5 Adequate spares should be available with the contractor at site for
maintenance purposes.

3.2.6 BPCL will have the right to terminate the contract at any time if the
performance of the contractor is not satisfactory in any area of activity
based on the opinion of the BPCL site engineer.

3.2.7 The contractor must comply with all safety and environmental related
requirements and inform BPCL site engineer during the entire stage of
contract.

3.2.8 The contractor shall observe all the safety precautions and obtain
necessary work authorizations and permits from BPCL before starting the work
inside the refinery.

3.2.9 The contractor shall maintain proper housekeeping at the site at all
time to the satisfaction of BPCL site engineer.

3.2.10 Contractor should maintain a shift log and record for all their
activities and make its copy available to BPCL site engineer on his request.
Any abnormalities which have safety and / or environmental implications must
be reported to BPCL site engineer immediately.

3.2.11 Contractor shall submit a monthly report of the activities giving all
the necessary details as advised by BPCL from time to time. The report of the
preceding month should be submitted in the first week of succeeding month with
quantity of sludge processed, recovered oil pumped and results of BS&W of RO.

3.2.12 All the persons working at site for this contract shall wear protective
equipments as instructed by the BPCL site engineer. However, the minimum of
safety shoe, hard hat and boiler suit for every workmen working at the site
under this contract shall be provided by the Contractor.
3.3 Electrical Issues:

3.3.1 All equipment brought to the site by the contractor should be suitable for hazardous area (Area classification: Class I, Division I, Gas group IIA & B as per CENELEC EN 50014)

3.3.2 Power to the contractor’s processing unit shall be provided by BPCL. Power system available in 3 phases, 415 + 10% volts, frequency 50 Hz+3% fault level 31MVA and solidly earthed type.

3.3.3 Power to the contractor’s unit shall be through adequately size 3.5 cores, 1100V grade, PVC insulated, PVC sheathed, stranded, galvanized steel wire armored, aluminum conductor cable. The cable shall be laid by BPCL up to the contractor’s unit battery unit main panel. Termination of this cable at the processing unit will be in the contractor’s scope.

3.3.4 All electrical equipment shall be suitable for operation in hazardous area of the refinery (Area classification: Class I, Division I, Gas group IIA & B as per CENELEC EN 50014)

3.3.5 The electrical switch board of the contractor shall be suitable for termination of BPCL power cable and earth fault so that any fault in the contractor’s unit may be isolated locally without allowing the fault to travel up to BPCL switch board.

3.3.6 The contractor shall install 2 No’s of earth pits and connect the switchboard through this earth pit.

3.3.7 The entire electrical equipment of contractor’s shall be earthed through two separate adequately sized earth strips and brought to the panel’s main earth points.

3.3.8 All the motors of the unit shall have independent push button stations with start & emergency stop near motor itself.

3.3.9 All the motors shall be independently protected by overload relay, adequately fixed HRC fuses and isolators.

3.3.10 Contractor shall provide the electrical power requirements along with all necessary details.

3.3.11 Cabling and wiring within the unit is included in the scope of contractor.

3.3.12 All necessary spares like HRC fuses, relays, etc. required for replacement purposes shall be maintained by the contractor at site.
3.3.13 In the unlikely event of power failure to the contractor’s unit due to whatsoever reasons, BPCL shall not provide any other alternate source of power supply.

3.3.14 Area lighting and specific lighting requirement for the job is in the contractor’s scope.

3.4 Sludge Measurement Methodology:

BPCL site engineer and contractor shall measure each batch of sludge processed along with oil content jointly by taking dimensions of the measuring tank after draining of the water. The contractor shall use, if required, de-emulsification for separation of the water. The volume of water content and diluents used shall not be considered for determining the quantity of sludge treated.

4.0 Scope of Supply:

4.1 Contractor’s Scope:

4.1.1 vacuum truck, JCB, Poclains, circulating pump, filter, centrifuge, decanter, high solid separation unit, hydro Dozer, air compressor with necessary operators, power cable, power distribution boards, ELCB, measuring equipment / instruments for diluents, accessories & tools or any other equipments as required for liquefying, pumping, centrifuging and separation operations and for completing the entire scope of work under this contract.

4.1.2 Special positive displacement Pumps capable for handling liquefied sludge and residue.

4.1.4 Diesel required for running diesel driven equipments hired/owned by the contractor.

4.1.5 The contractor should own/outsource/hire the required Vacuum Truck/Truck/Tractor/Trailer/Poclain etc. with skilled and certified operator exclusively for sludge/residue shifting jobs.

4.1.6 Manpower required for Sludge/Residue Collection, shifting, unloading, shoveling, housekeeping etc.

4.1.7 Consumables like Additives, Diluents for liquefying the sludge, Cotton waste, Hand gloves, Scappers, Rubber mop, Shovels, Spades, Axe, Buckets, and Personal Protective Equipments etc.

4.1.8 The contractor shall provide his own well ventilated site office in BPCL near the weathering pit area.
4.1.9 The contractor shall arrange all transportation to and fro & local, accommodation for their manpower, materials, consumables, material handling equipments etc.

4.1.10 Crane / JCB / Poclains or any other vehicles for carrying out any work pertaining to this contract will be arranged by the contractor as and when required at his own cost.

4.1.11 Safety equipment like breathing sets, air lamps, personal protective equipment etc as required for safe working near the weathering pit area shall be provided by the Contractor to all his workmen.

4.1.12 The Contractor shall mention the ratio of diluents/solvent required from BPCL in the un priced / technical bid separately for heavy kero as proposed diluents from BPCL.

4.1.13 The contractor shall move the residual sludge within the BPCL refinery premises to a place as shown by BPCL site engineer for further bio-remediation. However, bioremediation of the residual sludge is not under the scope of work of this contract.

4.1.14 Any other consumables / equipments / materials required for completion of the job and not specifically mentioned in BPCL scope of supply shall be arranged by the contractor.

4.1.15 The contractor shall provide flow meters which are calibrated and approved by statutory agencies and install the same to measure the quantity of cutter stock or diluents received from BPCL during the entire process.

4.1.16 The contractor shall also install approved energy meters at site for measuring the power consumed which shall be certified for correctness by BPCL electrical department. Contractor shall provide proper earthing using proper FLP cable rating to all equipments as per BPCL standards. The electrical FLP motors shall have to be provided with FLP push button stations which are mounted properly and grouted as per BPCL standards. Contractor’s distribution board should be capable of accommodating two numbers 3-1/2 * 300 sq mm Al conductor cables. Source of power, associated cable routing of power control and earthing cables from the source to contractor’s distribution board will be in the scope of BPCL.

4.1.17 Contractor to provide suitable pumping system to discharge the recovered oil which will be routed to furnace oil or any other tanks. This includes necessary temporary piping / other modification as required for both suction and delivery sides. The back pressure in the line will be approximately 10-12 kg/cm2g.
4.1.18 Contractor will ensure that the recovered oil will not congeal in the pipeline by using necessary specialty chemicals or adequate cutter/diluents. The chemical used for recovery of oil should have no detrimental impact on the Refining process. It should also not affect the finished products made from recovered oil.

4.1.19 No modification or breaking of wall of BPCL’s weathering pit which will endanger the integrity of the wall is permissible without the prior permission of BPCL Engineer-in-charge.

The sludge is stored in open weathering pit. During monsoon, the rain water accumulated in the pit has to be drained or pumped out. The contractor shall deplug the weathering pit drains manually to ensure that rain water is drained during monsoon. The contractor will ensure adequate coverage over sludge treatment facilities during monsoon to avoid water going into processing tanks.

4.2 BPCL Scope:

4.2.1 Cutter stock (Heavy kerosene oil) shall be given as the solvent or diluents in 1:1 ratio of the sludge processed free of charge near the weathering pit, however contractor shall lay piping inside as per his requirement. Contractor shall specify the ratio of cutter stock to sludge to be processed in the unpriced bid and in any case shall not exceed 1:1. However the diluents used shall be deducted from the gross sludge processed while accounting for payment purpose.

The contractor will however have to provide closed safe vessels / tanks near the weathering pit area to store the cutter stock. No other cutter / diluents will be provided and the bidder asking for different cutter will be technically rejected.

BPCL would provide diluents (Hy. Kerosene only) equivalent to maximum of 100% of the estimated sludge quantity, free of cost to the successful contractor. No credit shall be given for lower diluents usage.

4.2.2 Utilities like Fire/sea water from the hydrant, electricity, and Low pressure steam (upto 2.0 Kg/cm2) if required, from the nearest available source near weathering pit. However contractor shall arrange for necessary connections as and when required. Contractor is to indicate the power requirement, if any, along with their offer.

Low pressure steam at 2.0 kg/cm2 at 120 deg C shall be given free of cost to the contractor carrying out the job under this contract up to a maximum of 15 t/d through a 2 inch pipeline close to the work site near weathering pit.
Electric power of 440 volts 3 phase supply up to 300 KW connected load will be provided by BPCL and the same would be charged to the contractor at a rate of Rs. 11.78 (Rupees Nine and paise seventy eight only) per KWH of power consumed beyond 3500 KWH/day consumption, averaged for the month. Power and control cables will be laid by BPCL up to the contractor’s distribution board.

4.2.3 Provide the services of sending samples to BPCL laboratory for testing / analysis purpose during sludge processing activities on round the clock basis.

4.2.4 Provision of office space near the respective work site.

Supply from BPCL

a) Diluents (heavy Kerosene stream) - max 1:1 ratio of the sludge quantity estimated jointly by a pipeline near to work site near weathering pit.

b) Power - 300 KW connected power and chargeable @ Rs.11.78 per kwh beyond 3500 kwh / day averaged for a month.

c) Steam - 15 t/d of low pressure steam at 2 kg/cm2g and 120 oC free of cost.

Major Deliverables from contractor

a) Recovered oil - BS&W less than 3% w/v.

b) Sediments with less than 10% w/v oil shifted to designated place.

c) Arrangements for sending recovered oil samples to refinery laboratory and on meeting the specification, pumping the same to recovered oil header.

d) Bar-chart and process drawing, time schedule for completion of the job.

Technical bid should also contain the following data explicitly:

i. Process being used in detail with flow chart/scheme and explanation

ii. Equipment to be used with details of the equipment and size

iii. Sludge quantity considered # m3 for each tank

iv. Diluents required # m3, avg m3/day and % of sludge

v. Connected power load - kw

vi. Power consumption # avg / maximum kwh/day

vii. Steam - mt/d (maximum)

viii. Fresh water (if reqd) # m3/day

ix. Chemicals being used and their MSDS

x. Number of people who will be working at site on shift basis

xi. Qualifications of the contractor supervisor
5.0 Completion Period

5.1 Contractor should mobilize within 30 days from receiving LOI and set up the equipment & necessary related piping ready for commencing sludge treatment activity immediately on completion of mobilization as per the instruction of Engineer-In-Charge. Vendors already carrying out similar jobs in the Mumbai Refinery and in case their equipment is available inside the BPCL Mumbai Refinery, they shall get maximum of 10 days for mobilization.

5.2 The entire scope of work of weathering pit up to a maximum of 5000m³ sludge processing to be completed within 9 months from the date of LOI. The completion period as given above is based on the estimated quantities of sludge mentioned under clause 1.0. Successful bidder shall stop processing sludge once the quantity of 5000m³ is processed under this contract.

6.0 Payment Terms

Payment for oil recovery and sludge processing will be made for the actual work done and certified by Engineer In Charge on monthly basis.

6.1 Progressive payment on monthly basis for the quantity of sludge processed shall be released based on pro-rata volume of actual sludge processed subject to the contractor submitting the bill within the 1st 10 days of the following month.

6.3 Retention Money:

10% of the money from each bill shall be deducted as retention and it shall be released after 6 months of defect liability period. In lieu of retention money, contractor may submit bank guarantee of equivalent money which shall be valid for the defect liability period of 6 months.

The oil recovered and pumped to BPCL tanks should be at least more than 110% of the diluents given by BPCL during the period of sludge processing for effecting the above payments.

In case the sediments from the batch processing of sludge have more than 10% w/v oil (on weighted average basis) deductions would be made in the payments for the incremental oil quantity (beyond 5%) @ Rs.25000 per MT of oil. The quantity of oil will be calculated based on the total sediment and the average oil content as analyzed by BPCL laboratory.

7.0 LD Clause:
In case of delay beyond the completion period due to reasons attributable to contractor, liquidated damages @ 0.5 % per week or part thereof of the total executed contract value for the job to maximum of 5 % of the total contract value shall be recovered from the contractor.

* 020  GENERAL TERMS & CONDITIONS
* 030  SPECIAL SAFETY CONDITIONS
* 040  FINANCIAL DETERRENT FOR VIOLATION
* 050  MEMORANDUM OF AGREEMENT
* 060  FORM-A
* 070  REGRET PROFORMA
* 080  INTEGRITY PACT
* 090  INSTRUCTION FOR BIDDING

INSTRUCTIONS FOR BIDDING

I) Your offer shall be submitted in two parts viz

a) Techno-commercial Bid.
b) Price Bid.

Techno-commercial bid shall have the following Information details.

a) Technical deviation if any.
b) Commercial deviation if any like taxes, duties etc.
c) Copy of price Bid with prices Blanked off
d) Any other relevant information.

II) Price Bid shall have only prices as per schedule of rates.

III) The Prices should be valid for a period of 120 days from the due date of tender.

Grand Total (inclusive of all taxes, duties/charges etc)

In figure:

In Words:
**TERMS & CONDITIONS**

**Important Notice**

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>Quotation received after due date will not be entertained</td>
</tr>
<tr>
<td>002</td>
<td>Your quotation must specify exact amount or percentage discount, Excise, S.T., Charges, Transport, Packing &amp; forwarding, Octroi, etc. as applicable.</td>
</tr>
<tr>
<td>003</td>
<td>In case you are unable to quote, kindly send the quotation with a regret for our records. Non-receipt of a regret will adversely affect your vendor rating.</td>
</tr>
<tr>
<td>004</td>
<td>No quotation will be accepted without your rubber stamp and signature.</td>
</tr>
<tr>
<td>005</td>
<td>Your quotation must be strictly in enclosed envelope indicating Collective RFQ No., RFQ No. and due date.</td>
</tr>
<tr>
<td>006</td>
<td>For all future correspondences please mention the vendor code Collective RFQ Number &amp; RFQ Number.</td>
</tr>
<tr>
<td>007</td>
<td>Retention Money 10% shall stand deducted from each and every running bill submitted in the event of contract is awarded.</td>
</tr>
</tbody>
</table>

**LIST OF ENCLOSURES**

1. SCOPE OF WORK
2. GENERAL TERMS & CONDITIONS
3. SPECIAL SAFETY CONDITIONS
4. FINANCIAL DETERRENT FOR VIOLATION
5. MEMORANDUM OF AGREEMENT
6. FORM-A
7. REGRET PROFORMA
8. INTEGRITY PACT
9. INSTRUCTION FOR BIDDING
To: M/s. BPCL ESTIMATE  MUMBAI - 400038  India (300648)

-----Tear off Portion to be pasted on the envelope containing offer--------

Collective RFQ No. : 1000246727

Our Reference:  
Due Date : 08.01.2016
RFQ No. : 6000894349  
Due Time : 14:00:00
Subject:

To,
BHARAT PETROLEUM CORPORATION LTD-MUMBAI REFINERY
P & CS DEPT .SOUTH BLOCK, 2ND FLOOR,
MAHUL, CHEMBUR,
MUMBAI
400074

Purchase Group : N12-CIVIL/MISC SERVICE
ALL THE CONTRACTORS ARE REQUIRED TO:

1. Enter into an agreement with BPCL as per the 'Memorandum of Agreement' attached with the tender document, in case of the award of the contract.

2. Abide by the Safety Regulations of our Refinery and in particular as mentioned in the booklet. General Fire and Safety Regulations - Part II (Latest Revision) as well as to ensure that safety equipment as stipulated in the Factories Act (Latest Revision) are used by their employees during the execution of the work. Failure to use safety equipment as required by our site supervisor will be a sufficient reason for cancellation of the contract. Also all site work may be suspended if it is found that the workmen are employing unsafe working practice and all the costs/losses incurred due to suspension of work shall be borne by the contractor.

3. Hold BPCL harmless and indemnified from and against all claims, cost and charges under Workmen's Compensation Act, 1923 and 1933 and any amendment thereof and the contractor shall be solely responsible for the same.

4. Take at all times due and proper precautions against accident and injury to any of the workers or to any person or persons or property whether arising from or occasioned by your operations or otherwise and shall forthwith repair, make good and defray any damage, loss, cost or charge which may have been occasioned to the works or to the Company or to any person or persons or property injuriously affected thereby and shall be indemnified and save harmless and keep indemnified the company from and against all actions, suits, proceedings, claim and demands whatsoever by reason or on account thereof.

5. Abide by the 'Procedure governing entry / exit of contractor's personnel within Refinery premises. All the contractors employees shall be permitted to enter only on displaying of authorised photopasses issued by BPCL against requests made by the contractor.

6. Observe the timings of work as advised by BPCL Engineer-In-Charge for carrying out the contract work.

7. Remove grass / shrubs wherever required to carry out the work in a safe manner.

8. Clear the site on daily basis and cart away all debris / rubbish generated from the work, outside the Refinery and dispose it off without giving any impact to environment & rise to any complaints from local, Municipal or Government Authorities. The final bill will be passed for payment only after submission of Gate Pass for debris removed outside the Refinery for disposal.

9. Submit material incoming challans duly stamped by BPCL Security Staff at Main Gate to the concerned Dept. for material procured and brought inside by the contractors.

10. Prepare a sign board giving the following information and display it near the work site:

   a. Name of Contractor
   b. Job Description in short
   c. Date of start of job
   d. Date of expected completion
   e. Name of BPCL Supervisor

11. Return all the fire / safety and any other equipment taken on loan for executing the work to respective department, immediately, on completion of work.
12. Note that the entire contract work must be completed within the stipulated completion period as specified in the tender / contract documents. In case of failure, the liquidated damages clause as per the Memorandum of Agreement shall be applicable as specified in the contract documents.

13. Not to engage sub-contractor or sublet any part of the contract work without specific approval from BPCL.

14. Note that in case of failure of the contractor to carry out the work as per the terms and conditions of the contract, BPCL reserves the right to terminate the contract and / or get the work completed by engaging another agency at the risk and cost of the original contractor.

15. Vacate the space / shed allotted for the purpose of carrying out work as per the contract, immediately after completion of work and hand over the same to BPCL Engineer-In-Charge in clean condition.

16. Remove all the construction equipment / materials brought inside Refinery for carrying out the contract work immediately after completion of the work, outside Refinery premises as no storage of such item is allowed inside the Refinery.

17. Note that all the rates / prices as agreed at the time of award of contract shall remain firm during the entire period of contract and till all the contract work is completed and no escalation in prices shall be granted on account of any reason. Also the quoted item rates shall be inclusive of all applicable taxes and duties at prevailing rates.

18. Confirm the rates of recovery for all the materials issued from BPCL Warehouse on chargeable basis before submitting Material Issue Voucher, specially if the same is not indicated in the contract document.

19. Note that BPCL reserves the right to split the contract between two or more parties fully or partly in the interest of the job.

20. Supply the material as per the tender / contract documents and keep account of all the materials issued by BPCL as per contract to carry out final material reconciliation after completion of work. Any shortages / losses / wastages shall be charged to the contractor if they fail to reconcile all the material issued by BPCL.

21. Note that bills will be paid on the basis of actual executed quantities of work items after due certification of BPCL Engineer-In-Charge. The quantities indicated in the tender / contract documents are only estimated and shall not form basis for payment.

22. Obtain advance permission from the Engineer-In-Charge in writing for carrying out work on Sundays, holidays or working late hours beyond normal working time.

23. Be fully responsible for the indentity, conduct and integrity of the personnel / workers engaged by you for carrying out the contract work and ensure that none of them are ever engaged in any anti-national activity.

24. Understand the job fully by visiting the site, if necessary, and discussing with the concerned BPCL Engineer regarding details of the job, before submitting the offers.

25. Abide by the rules and regulations existing during the contract period as applicable for the contractors at BPCL Refinery.

26. Have valid PUC Certificate for all vehicles used inside the refinery premises by the Contractor for execution of the contract work.

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ADDITIONAL GENERAL TERMS & CONDITIONS

1. Notwithstanding the duration of the agreement, either party will have a right to terminate the agreement by giving not less than 90 days notice in writing to the other to expire at anytime, of its intention to terminate the same. BPCL shall however, be at liberty to terminate this agreement forthwith on the happening of any of the following events :-

   a. If you commit breach of any of the terms and conditions mentioned in the contract documents.

   b. If your services are not found satisfactory.

   c. If you commit or suffer to be committed any act which shall be prejudicial to the good name or interest of our Company.

   d. If you or your firm if adjudged insolvent or any of your partners commits any act of insolvency or a compromise is entered into by you / your partner with your creditors or if a distress execution or other process is levied upon property and assets or those of your partners.

   e. If you fail to render the services envisaged in the contract agreement.

   f. If for any act of yours, BPCL comes to the conclusion that it is not in our interest to continue with your service.

2. Should you stop providing services without giving atleast 90 days prior notice in writing, you will be liable to pay BPCL the damages / compensation including costs that the company may have to incur in making alternate arrangements for operating the services for a period of upto 90 days from the date of stoppage of services by you.

3. The duration of the contract will be one year or as mentioned in the Tender / Contract Documents.

4. BPCL reserves the right to extend the contract for a further period of 3 (three) months beyond the specified duration at the same rates and Terms and Conditions without seeking confirmation from the contractor.

5. The successful bidder shall give undertaking to Engineer-In-Charge about bonafides of the persons engaged by him for executing the job. In case of any violation of BPCL rules and regulations and / or Govt. legislation by any of the workmen, Contractor shall be responsible.

6. Contractor shall ensure that Gate Pass and other documents for workers working on a specific contract work are prepared against the same contract number.

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BHARAT PETROLEUM CORPORATION LTD.
(INCORPORATED IN INDIA)
MUMBAI REFINERY

MEMORANDUM OF AGREEMENT

An Agreement made this 20th day of

between BHARAT PETROLEUM CORPORATION LIMITED, a company incorporated in
India and having its registered office at Ballard Estate, Mumbai (hereinafter referred to
as the "Company" which expression shall mean the said BHARAT PETROLEUM CORPORATION
LIMITED its successors and assigns) of the one part and

of

(hereinafter referred to as "The Contractor" which expression shall mean the said

and its heirs, legal representatives successors and assigns of the other part, whereby
it is agreed:

1. The Contractor shall carry out and complete the work as mentioned in
Purchase order (hereinafter referred to as "the work") for the Company at its Mumbai
Reefinery site to its complete satisfaction in accordance with the specifications, Schedule
of rates and plans attached as per Purchase Order and with the instructions given, from
time to time by the company's authorised Engineer, under whose supervision the work
shall be executed.

2. Inspection of Site. The Contractor has been given an opportunity before
or at the time of entrusting of the work to him of making an inspection of the site to set
at rest any doubts 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 entitle 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 authorised 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 & tools as will be supplied by the Company and are detailed in
Purchase Order. 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 attached hereto 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 material 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 authorised Engineer may require.

c) The Contractor at the request of the Company's authorised Engineer
immediately dismiss from the work any person employed thereon who in the
opinion of the company's authorised Engineer, is unsuitable or inexperienced 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. **Damages on account of Incomplete work.** The Contractor shall commence the work and shall complete the work as mentioned in Purchase Order failing which the Contractor shall pay or allow to the Company to recover as liquidated damages at the rate of ½% per week of delay or part thereof up to a maximum 5% of the total contract value. Such damages may be deducted by the Company from any moneys due to contractor, otherwise they shall be recoverable by lawful means.

6. **Determination of the Agreement.** In the event of the Contractor failing to complete the work within the time stipulated for completion, the Company may determine this Agreement forthwith and employ another Contractor or its own workmen to complete the work, but in that event the stipulation Clause 5 regarding payment of damages, shall not apply. The determination of this Agreement shall not in other respects prejudice any rights, duties or obligations which may have accrued hereunder to the parties before such determination or which may accrue in respect of anything done or omitted to be done hereunder before such determination or / and remedies in respect of such rights, duties or obligations.

7. **Defective Work / Materials.** If the work done by the Contractor or any part thereof 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 defective work and rebuild or replace the same without delay and in 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.

8. **Substitution of Contractor.** If the Company finds it necessary to employ a person or persons for the purposes provided in Clauses 6 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 therefrom 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 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 thing whatsoever to prevent the person placing 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 Authorised 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 authorised Engineer of the Company and all work performed must be of acceptable quality of which the said Engineer 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 authorised 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 authorised 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 refinery 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 the 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 shall have been executed has been inspected and approved by the Company's authorised Engineer. From such interim payment each time 10 percent will be withheld and this 10 percent will be paid to the Contractor Six Months / Twelve Months after the date of Virtual completion in accordance with Clause 13. "Virtual completion" shall mean that the subject matter of the work is in the opinion of the Company's authorised Engineer, fit to be used for the purpose for which it was meant.

OR

100% payment will be made on the basis of actual executed quantities after satisfactory completion and due certification by BPCL Engineer - in - charge.

In lieu of 10% Retention Money, contractor shall submit bank guarantee of equivalent amount of retention money (10% of contract value) before submission of 1st R.A. bill valid for defects liability period of six months / twelve months. Further, the Bank Guarantee shall have a claim period of 3 months beyond the date of expiry & the same shall be mentioned clearly in the Bank Guarantee.

13. **Defects after completion.** Any defects which may appear within the period of Six months / Twelve months mentioned in Clause 12 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 money's 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 liable under the Clause notwithstanding the signing by the Company's authorised Engineer of any certificate or passing of any account.
14. **Alterations.** The Company reserves the right at any time to alter any quantities of any item indicated in the schedule of rates attached to this agreement, 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 quoted 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 at 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 unto the date of cancellation, on the basis of the schedule of rates attached, and shall be reimbursed by the Company for the costs and expenses incurred by him but which would not 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 & 1933 & 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 during the currency of this agreement through the acts or omissions, whether due to negligence or not of the Contractor, Sub-contractors and/or the Company and/or their 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 damages 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.

18. **Safety Regulations.** The Contractor shall ensure that he / his Sub-Contractor and his, or their personnel or representative 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 a 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 the Corporation against the Contractor or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this agreement shall be referred to the Sole Arbitration of the Director (Refineries) of the Corporation or of some officer of the Corporation who may be nominated by the Director (Refineries). The Contractor will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an Officer of the Corporation. e 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 (Refineries) as aforesaid at the time of
such transfer, vacation of office or inability to act may in the discretion of the Director
(Refineries) 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 Corporation if the Director (Refineries) 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 (Refineries) or a person nominated by such Director (Refineries)
of the Corporation as aforesaid, shall act as arbitrator hereunder. The award of the
arbitrator so appointed shall be final, conclusive and binding on all parties to the
agreement subject to the provisions of the Arbitration Act 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 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 (Refineries) for such counter-claim, cross-claim or set off and
the Arbitrator shall be entitled to consider and deal with the same as if the matters arising
therefrom has been referred to him originally and deal with the same as if the matter
arising therefrom has been referred to him originally and deemed to form part of the
reference made by the Director (Refineries).

d) The arbitrator shall be at liberty to appoint, if necessary, any accountant or
engineer 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-claim of the parties.

f) The arbitrator shall be entitled to direct any one of the parties to pay the costs
of the other party in such manner and to such extent as the arbitrator may in his discretion
determine and shall also be entitled to, require one or both the parties to deposit funds in
such proportion to meet the arbitrator's expenses whenever called upon to do so.

g) The parties hereby agree that the courts in the city of Mumbai alone shall
have jurisdiction to entertain any application or other proceedings in 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.** This Agreement shall be deemed to have been made in Mumbai and shall be construed according to the laws of India and the performance by the Contractor of any contract on his part herein contained, shall be considered due in Mumbai for the purpose of jurisdiction.

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 & Abolition) Act, 1970, and any amendments or modifications thereof, and all expenses it shall be put thereunder through the acts or omissions whether wilful 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.** The 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 acknowledges the statutory right of the Company (as a Principal Employer) to recover the amount of contributions paid by it in the first instance in respect of the employees employed by or through him (the Contractor), as well as the employees' 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 whereof the said contracting parties have set their hands.

Witness ________________________________

For Bharat Petroleum Corporation Ltd.

Witness ________________________________

Contractor's Signature

Date ________________________________

***************

Code : 63019
SPECIAL SAFETY CONDITIONS
(ESSENTIAL REQUIREMENT)

SAFETY CONDITIONS APPLICABLE TO ALL WORKS CARRIED OUT IN THE
REFINERY BY CONSULTANTS, CONTRACTORS OR OTHER THIRD PARTIES

1. COMPLIANCE WITH STATUTORY REQUIREMENT
Consultants, contractors or other third parties working in the refinery shall abide by :-

a) The safety regulations of the Refinery as mentioned in the ‘Fire and Safety Regulations’
   (Latest Revision)

b) All requirements under The Factories Act 1948 and the rules framed thereunder in
   the Maharashtra Factories Rules 1963 including all amendments thereto.

c) Applicable Environment Regulations in force and also the systems and procedures
   in the refinery related to environment.

2. QUALIFICATION AND EXPERIENCE OF MANPOWER TO BE DEPLOYED
Contractors shall deploy only experienced and qualified supervisors and workmen, who are well
conversant with the safety & environment regulations in the refinery.

The minimum qualification requirements of supervisors for field jobs (other than office jobs,
grass cutting, housekeeping, general cleaning jobs etc.) shall be :

- Diploma in relevant branch of engineering with 3 years experience or
- SSC + ITI in the relevant field with 10 years experience.

Also supervisors shall have sufficient knowledge of English language to understand Safety
Permit System, work instructions, drawings and they should be able to assimilate the safety
training inputs provided by the refinery and successfully qualify in the tests.

Past experience must be for same type of job for which the supervisors would be engaged.

Contractors' skilled workmen like riggers, scaffoldors, welders, fitters, crane operators, other
specialized equipment operators like welding machine, power generators etc. must have
sufficient past experience and skills on relevant jobs. The Electricians to be deployed on the job
must have valid Wireman Licence.

All workmen must be capable of following instructions and training.

3. HEALTH ASSURANCE
Contractors will ensure that workers including Supervisors before deployment on the job,
are medically examined by a certified surgeon / Occupational Health Physician having
qualification of MBBS + AFIH as per Rule 73 V of Maharashtra Factories Rule 1963.
Only medically sound persons as certified by the above medical practitioner would be
allowed on the job. Workmen deployed on high risk jobs like working in confined
space, working at height, working under water, etc. must also be certified as medically
fit for such jobs.

The medical certificates older by more than six months will not be accepted.
Health Assurance certificates submitted by the contractors would be periodically checked
at random by the refinery doctors.

4. RESTRICTIONS IN USE OF MAN POWER AND NORMAL TIMINGS FOR WORK
Contractor shall put all efforts to deploy minimum manpower to execute the work
awarded to him in stipulated time by using modern techniques & mechanization.
Contractors deploying minimum manpower will be given due weight while renewing their
registration.
No contractor’s employees shall normally work for more than 8 hours a day and not more than 48 hours in a week of seven days. After every 48 hours of working, all employees must get one full day’s rest. The normal duty timings for contractor’s employees shall be between 8.00 AM and 4.15 PM.

Contractor employees would not be allowed to work on Sundays and refinery holidays.

Any deviation from above shall be with express permission from the Engineer-in-charge.

5.0 TRAINING

5.1 Mandatory

Training in Fire and Safety is mandatory for all contractors’ employees before start of any work in the refinery.

5.2 Training of Contractors, Proprietors, Partners, Directors and Managers

a) The proprietors, partners, directors or managers in-charge of the contractors who have ultimate responsibility for their work in the refinery must undergo a one day comprehensive safety familiarization programme.

b) This programme would be conducted once in a quarter by fire and safety department at fire station auditorium and the schedule shall be notified well in advance.

c) On completion of the programme a certificate of attendance will be issued to each participant which will be required for issue of refinery entry pass.

5.3 Supervisors’ Training

a) Contractors’ supervisors will have to undergo two days training on “Health, Safety and environment (HSE) in Refinery” followed by one day training on “Work Permit System”.

b) At the end of each of the above two training modules, there will be a written test.

c) Passing certificates would be issued on the last day of the month to the supervisors who successfully pass these tests.

d) The Passing Certificate issued to a supervisor would remain valid for one year.

e) Refinery Entry Pass will not be issued to any supervisor without a valid Passing Certificate.

5.4 Workers’ Training

a) Contractors workmen will have to undergo one day’s class room training on “Safety in Refinery” before commencement of the job.

b) On completion of this training, “Certificate of Attendance” would be issued by safety section.

c) This “Certificate of Attendance” would remain valid for a period of one year.

d) Refinery Entry Pass would be issued only on production of this certificate.

5.5 Refresher Training

a) Supervisors workmen will be required to undergo refresher training from time to time as required by the safety section.

b) The coverage and methodology of the refresher training would be same as the initial training.
5.6 Administration of Training

a) The Refinery Fire and Safety Department shall conduct these mandatory training programmes at the Fire Station auditorium or any other venue as decided by BPCL, free of cost.

b) One three-day training programme around the middle of every month for supervisors and three one-day training programmes for workmen at an interval of 10 days will be conducted.

c) Notice giving schedule of exact dates of training for the current month would be issued to Maintenance Planning, Office Engineering & Construction, Contracts and Purchase and the Estates (P&A) by 25th of the previous month for notification to the contractors.

5.7 Contractors Responsibility for Training his employees

a) Contractor must ensure that all his supervisors have undergone safety training and keep documents of such training. He shall also ensure that each of his employees has received and understood from his supervisors necessary training on safety for working in the refinery.

b) Contractor must maintain records of training provided by him to his employees. Such records must clearly mention a) what training has been provided, b) date, time and duration of such training, c) who has provided the training, d) names of workers who attended such training etc.

c) The records maintained in the form of a register must be available for examination by the Engineer-in-charge or his representative who will sign on the register as a token of his approval.

d) The training provided by the contractor must be as frequent as possible but there should not be more than 15 days gap in between two training programmes.

e) The training provided by the contractor is expected to be on - the - job - training and must not be less than at least one hour duration. During such training, contractor must make himself present and facilitate the process of the training.

6. ISSUE OF REFINERY ENTRY PASS

On award of a contract and prior to commencement of work the Contractor must

a) Fill in the Form as per annexure-I attaching all necessary documents (viz. Bio-data as per Annexure - II, medical certificate, etc.) of each employee as mentioned in the form.

b) Submit the form to the engineer-in-charge and obtain his recommendation.

c) Thereafter, submit the form to IR department for Form V for obtaining labour licence.

d) Obtain labour licence and complete ESIC and PF related formalities.

e) Submit ESIC, PF and Labour Licence details to IR and obtain clearance from IR officer.

f) Submit the form duly cleared by the Engineer-in-charge and IR officer, to the Safety Officer.

g) Ensure completion of safety training by all supervisors and workmen, as per requirement as spelt out in Clause nos. 5.3 & 5.4 of these Conditions of Contract

h) Obtain clearance of the Safety Officer regarding completion of safety training.

i) Submit the form to CISF (at Refinery Main Gate) and obtain Refinery Entry Pass for those supervisors and workers who have been cleared by all agencies.
7. **OBLIGATION TO FOLLOW WORK PERMIT SYSTEM**

a) Do not carry out any work without a valid work permit issued by authorized persons in the refinery, as per Work Permit System.

b) After obtaining a valid work permit and before the actual commencement of the work, also obtain a clearance certificate from the officer of the unit/plant where the work is to be carried out.

c) Register permit and clearance at refinery fire station as required under the Work Permit System.

d) Comply with all the Fire/Safety/Excavation/Radiography permit conditions specified in the permit and the clearance.

a) Prepare a safety action plan specific to the work before starting the work. Also ensure that all supervisors and workers involved in the work, properly understand and follow the safety action plan.

f) Display permit / clearance at site for checking, by refinery officials whenever required.

8. **REQUIREMENT OF SUPERVISION**

a) Contractor will not carry out any work without having a supervisor present at site. If it is required to work simultaneously in more than one location under the same contract, one supervisor must be put in each of the locations. If a supervisor has to leave his site for any reason, he must stop his site activities for that period of time.

b) Contractor must provide at least one full time onsite safety supervisor when the contractor has engaged a manpower in excess of 50 in contract activities in the Refinery. If the manpower is less than 50, the on-site safety co-ordination responsibilities shall be assumed by any one of the contractor's other supervisory staff. In both the cases, the contractor must specify in writing the name of such persons to the Engineer-in-Charge and Manager Safety.

c) Contractor's safety co-ordinator or his supervisor responsible for safety as the case may be, shall conduct at his work-site and document formal safety inspections and audits at least once in a week. Such documents are to be submitted to Engineer-in-Charge for his review and record.

d) Contractor's safety supervisor or the supervisor responsible for safety, shall maintain separate safety register which will include 1) List of activities being carried out at site; 2) Safety Training details of all supervisors and workmen; 3) Records of all accidents, first aid cases and near misses; 4) Records of all PPE's being used at site; 5) Records of lifting tools and tackles including slings of all types; 6) Records of pressure vessels if any at his site; 7) Records of all welding machines, gas cutting sets, compressors, generators, pressure regulators, portable power tools, hand tools etc. 8) Copies of safety inspection reports made by the Contractor safety supervisor as well as by the BPCL refinery.

e) The contractors whose safety records are not satisfactory will be viewed seriously and necessary action (viz. cancellation of Registration/Contracts) shall be taken against him.
9. USE OF PERSONAL PROTECTIVE EQUIPMENT

Contractor’s all supervisors and workmen must use following Personal Protective Equipment (PPE’s) without which, permission to work will be denied.

e) Hard Hat 
b) Safety Shoes 
c) Boiler Suits 
d) Hand Gloves as per job requirement 
e) safety belt as applicable 
f) Eye protection goggles etc.

The PPE’s shall be of standard quality and ISI approved.

Only Special Protective Equipment like “Breathing Apparatus Set” and Fire Extinguishers shall be provided by BPCL to the contractor, on loan basis. If the same is not returned after completion of the contract or damaged beyond repair, recovery as appropriate will be made from his dues, from the company.

10. HAZARD COMMUNICATION

a) Contractor must familiarize himself from BPCL Engineer-in-Charge about all known potential fire, explosion or toxic release hazards related to his contract. He in turn will ensure that same information has been passed to his supervisors and workmen. Proper record of such dissemination of information must be made by the contractor and submit to the Engineer-in-Charge on demand, failing which further continuation of work may be withheld.

b) In the event of any contractor’s employee spotting a fire or any serious hazards in refinery premises, he shall dial Ext. No-3333, identify himself and report location of fire when Fire Station Operator is on the line. He shall wait until the fire message is repeated by the Fire Operator and location confirmed.

c) The contractor must ensure that each one of his employees clearly understands this Fire Communication Requirement. This may be ensured by the contractor while providing on the job training.

11. INJURY NOTIFICATION AND INVESTIGATION

Contractor must

a) Report to BPCL supervisor on - the - job any injury sustained by any of his employees or any near miss or any hazardous / dangerous incident at his work site within the Refinery premises. Hiding of any accident or near miss would be viewed as serious misconduct.

b) Arrange to provide FIRST AID immediately to the injured employee.

c) Keep and maintain proper records of all such incidents in respect of his personnel/worksite.

d) Submit to the Engineer-In-Charge, a first information report as per prescribed Proforma within 4 hours of the incident.

e) Arrange to immediately investigate the incident and furnish within 24 hours a written investigation report in prescribed Proforma to BPCL Engineer-In-Charge.

12. REQUIREMENT OF HOUSE KEEPING

Contractor must ensure highest standard of housekeeping in his area of work on a day-to-day basis. An unsatisfactory housekeeping will earn negative rating, which will attract penal actions like cancellation of registration / contract.
13. **REQUIREMENT DURING SUBMISSION OF TENDER**

Contractor must submit along with his tender:

a) Complete work injury records, per year, for the last three years.

b) Total man-hours worked, per year, for the last three years.

c) Safety assurance plan.

Quotation must clearly indicate the number of Supervisors and skilled or unskilled workers, which will be deployed for the job, from time to time during execution of the contract.

The above information will be taken into view during tender evaluation.

14. **DISPLAY BOARDS AT SITE**

Contractor must provide and maintain in his worksite:

a) Appropriate display board displaying information as per BPCL “Work Site Display Board” specification.

b) Safety performance score board.

15. **PARTICIPATION IN SAFETY ACTIVITIES**

Contractor must attend all scheduled safety meetings as would be intimated to him by the Engineer-In-charge.

Contractor also must ensure that all his employees participate in safety promotional activities organized in the refinery.

16. **NOTE**

a) Every person other than a BPCL employee or a casual visitor, entering in the refinery, would be governed by the above conditions.

b) The term supervisor would mean any person who oversees the work of a group of workmen. All other persons would be considered as workmen.

c) Violation of any of the above special conditions of safety would attract penal actions including termination of the contract/registration.

d) Meticulous adherence to these requirements would be documented by the Engineer-In-Charge on conclusion of the work and placed in the dossier of the contractor. This performance would be given adequate weightage at the time of renewal of the registration.

e) Any dispute arising out of these conditions shall be referred by the Engineer-In-Charge to the Head of the refinery Fire and Safety department.

17. All guidelines as mentioned in OISD Guidelines 207 shall be strictly complied with. Copy of the same is available with Fire & Safety Department.
# MONTHLY GATE PASS RECOMMENDATION

(TEMPORARY GATE PASS FOR CONTRACTOR'S EMPLOYEES)

MONTH: ___________________ NAME OF CONTRACTOR: ___________________

WORK ORDER NO.: _______________ CONTRACT DURATION: _______________ DAY/MONTHS

NATURE OF WORK: _______________________________________________________

LABOUR LICENCE NO. / VALIDITY PERIOD / MAX. NO. OF WORKERS PERMISSIBLE: ___________________

WHETHER USING OWN PF CODE / COMPANY PF CODE? OWN / COMPANY IF OWN, CODE NO.

PROVIDENT FUND CHALLANS OF LAST MONTH ENCLOSED: YES/NO

WHETHER USING OWN ESI CODE / COMPANY ESI CODE? OWN/COMPANY IF OWN, CODE NO.

COPY OF ESIC CHALLANS OF LAST MONTH ENCLOSE: YES/NO

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<tr>
<th>Sl. No.</th>
<th>Name</th>
<th>Designation (State the type of work done viz. Supervisor, fitter, rigger, unskilled helper etc.)</th>
<th>ESIC No.</th>
<th>PF No.</th>
<th>Bio Data Attached (Yea/No)</th>
<th>Medical Certificate Attached (Yea/No)</th>
<th>Safety Training (This Column to be signed by the Safety Office)</th>
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I CERTIFY THAT THE ABOVE PARTICULARS FURNISHED BY ME ARE TRUE.

SIGNATURE & DATE OF CONTRACTOR: ___________________ NAME: ___________________

ENGINEER-IN-CHARGE

(TO RECOMMEND THE NO. OF CONTRACT LABOUR REQUIRED FOR THE WORK IS OK)

NAME: ___________________ SIGNATURE: ___________________

HR DEPARTMENT

(TO CHECK QUALIFICATION/EXPERIENCE AS SUBMITTED IN BIO-DATA ARE AS REQUIRED AND ALSO WHETHER MEDICAL CERTIFICATES ARE ATTACHED)

NAME: ___________________ SIGNATURE & DATE: ___________________

CISF

(TO CHECK ALL CERTIFICATIONS AS ABOVE, HAVE BEEN MADE BEFORE ISSUE OF PASS. DOCUMENTS WILL BE FILED BY CISF)

REFINERY ENTRY PASS ISSUED FROM: _______________ TO: _______________

NAME: ___________________ SIGNATURE & DATE: ___________________
ANNEXURE - II

DESCRIPTION OF JOB:
CONTRACTOR:

BIO-DATA OF CONTRACTOR'S EMPLOYEES

NAME:
AGE:
TRADE:
RESIDENTIAL ADDRESS:
TEMPORARY:
PERMANENT:
LANGUAGES KNOWN:
SPEAK:
READ:
WRITE:
QUALIFICATION:
TRAINING IN SAFETY:
HEALTH/ENVIRONMENT:
QUALITY/TRADE:

JOB EXPERIENCE:

DATE: SIGNATURE:

<table>
<thead>
<tr>
<th>WITNESS</th>
<th>NAME</th>
<th>SIGNATURE</th>
<th>ADDRESS</th>
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BHARAT PETROLEUM CORPORATION LIMITED (BPCL), REFINERY

FINANCIAL DETERRENT FOR VIOLATION OF SAFETY NORMS BY CONTRACTORS
(APPLICABLE TO ALL WORKS CARRIED OUT IN THE REFINERY BY CONTRACTORS)

All contractors working inside Refinery have to strictly follow safety norms as per BPCL rules and regulations. Contractors who are violating safety norms while executing the job will be penalized financially. Penalty amount and Reporting Authority for violation / non-adherence of various safety norms is given below.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>VIOLATION OF HSE NORMS</th>
<th>PENALTY AMOUNT</th>
<th>REPORTING AUTHORITY</th>
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<tbody>
<tr>
<td>1.</td>
<td>Working without proper Authorisation / Permit (Cold work)</td>
<td>Rs 6000/- per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/ PD/ Maint. / MM PL/ Tech./ CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>2.</td>
<td>Hot work without proper Authorisation/ Permit</td>
<td>Rs. 12000/- per occasion and delisting / holiday listing of 3 years if repeated.</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/ PD/ Maint. / MM PL/ Tech./ CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>3.</td>
<td>Violation of any of the conditions specified in the permit</td>
<td>Rs 2000/- per permit.</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/ PD/ Maint. / MM PL/ Tech./ CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>4.</td>
<td>Use of mechanically propelled equipment/engine/generator set without/ with faulty spark arrestor</td>
<td>Rs. 1000/- per equipment</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/ PD/ Maint. / MM PL/ Tech./ CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>5.</td>
<td>Non-display of name board, permit etc., at site</td>
<td>Rs 600/- per location where job is being executed. Penalty will be repeated if not rectified within 3 days.</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/ PD/ Maint. / MM PL/ Tech./ CS&amp;S), Section Head Estates</td>
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VIOLATION OBSERVED WHILE WORKING AT HEIGHT

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<tr>
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<th>REPORTING AUTHORITY</th>
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<tbody>
<tr>
<td>6.</td>
<td>Working at height without safety belt arrangement as required i.e. without safety belt / Non use of double lanyard safety belt.</td>
<td>Rs 1000 / per person</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/ PD/ Maint. / MM PL/ Tech./ CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>7.</td>
<td>Throwing up/down any material from height or not making proper provision to bring down material safety from height</td>
<td>Rs. 1000/- per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/ PD/ Maint. / MM PL/ Tech./ CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>8.</td>
<td>Non standard/unsafe platform/ladder</td>
<td>Rs. 2000/- per case per day</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/ PD/ Maint. / MM PL/ Tech./ CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>No.</td>
<td>Violation Description</td>
<td>Fine/Rate</td>
<td>Authority</td>
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<tr>
<td>9.</td>
<td>Non standard/unsafe Scaffolding</td>
<td>Rs. 2000/- per case per day</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>10.</td>
<td>Use of Uncertified Scaffolding</td>
<td>Rs. 2000/- per case per day</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
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<td></td>
<td><strong>NON USE OF PERSONAL PROTECTIVE EQUIPMENT</strong></td>
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<tr>
<td>11.</td>
<td>For not using Non Respiratory Personal Protective Equipment (Helmet, goggles, gloves, safety belts, Boiler suit etc, Shoes etc)</td>
<td>Rs. 1000/- Per day/person</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
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<tr>
<td>12.</td>
<td>For not providing Respiratory -Personal Protective Equipment prescribed in Work permit/job safety plan /B.A. set/canister mask/B.A. compressor etc</td>
<td>Rs. 5000/- per case per day</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
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<tr>
<td></td>
<td><strong>VIOLATION OBSERVED IN ELECTRICAL WORK</strong></td>
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<tr>
<td>13.</td>
<td>Non use of ELCB , using poor joints of cable, using naked wire without top plug into the socket , laying wire/cables on the roads, carrying out electrical jobs by incompetent person</td>
<td>Rs 5000/- per item per day</td>
<td>Chief Maint Manager (Elect), Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>15.</td>
<td>Working/ on live electrical circuits without work permit/authorization</td>
<td>Rs. 5000/- per case per day</td>
<td>Chief Maint Manager (Elect), Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
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<tr>
<td></td>
<td><strong>VIOLATIONS IN EXCAVATION WORK</strong></td>
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<td>16.</td>
<td>Unsatisfactory fencing / barricading of excavated areas, not providing proper shoring / strutting / proper slope and not keeping the excavated earth at least 1.5 M away from excavated area</td>
<td>Rs. 2000/- per item per day</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&amp;S), Section Head Estates</td>
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<td></td>
<td><strong>VIOLATIONS OBSERVED IN ROAD SAFETY</strong></td>
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<td>17.</td>
<td>Driving BPCL or Contractor’s vehicle without authority from transport operations.</td>
<td>Rs. 1000/- per case</td>
<td>Any employees through Head of Dept (F&amp;S)</td>
</tr>
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<td>18.</td>
<td>Over speeding of jeeps / buses, rash driving, wrong side parking.</td>
<td>Rs. 2000/- per item</td>
<td>Any employees through Head of Dept (F&amp;S)</td>
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<td>Description</td>
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<td>Responsible Party</td>
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<td>19.</td>
<td>Driving hydra/Grane/fork lift above its speed limit fixed for BPCL refinery roads or Driving hydra without being escorted by cleaner who is sitting left side of the driver to guide hem</td>
<td>Rs. 1000/- per case</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept.</td>
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<td>20.</td>
<td>Entry of contractor’s vehicle in No Entry Area without proper authorization.</td>
<td>Rs. 1000/- per case</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept.</td>
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<td>22.</td>
<td>Riding on material handling vehicles or trolleys</td>
<td>Rs. 500/- per case</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept.</td>
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<td>23.</td>
<td>Sitting or allowing sitting along with the drivers on fork lift.</td>
<td>Rs. 500/- per case</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept.</td>
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<td>24.</td>
<td>Vehicle Accident- i.e. overturning, falling in pits, damaging equipment , hitting another vehicle etc.</td>
<td>Rs. 5000/- per case plus replacement/repair charges incurred by BPCL for BPCL owned material</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept.</td>
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<td>25.</td>
<td>Non-deployment of safety supervisor / supervisor responsible for safety at work site required as per Special Safety Conditions</td>
<td>Rs.2000 per person per day</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept.</td>
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<td>26.</td>
<td>Failure to maintain safety register and record by Contractor Safety Supervisor or Supervisor responsible for safety</td>
<td>Rs.2000/- per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept.</td>
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<td>Failure to have weekly safety site inspection / audit and monthly safety meeting and maintain record (by contractors themselves)</td>
<td>Rs. 2000/- per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S</td>
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<td>28.</td>
<td>Failure to conduct tool box meeting every day and maintain the records of the same.</td>
<td>Rs. 500/- per day</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept.</td>
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<td>29.</td>
<td>Failure to submit the monthly HSE report by 5th of next month to Engineer-in-charge</td>
<td>Rs. 200/- per day</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept.</td>
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**NON DEPLOYEMENT OF REQUIRED MANPOWER**

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**VIOLATION OF STATUTORY REQUIREMENT**

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<td>30.</td>
<td>Acting in contravention to any of the provision mentioned in Factories Act 1948 and/or the rules framed thereunder including all amendments thereeto.</td>
<td>Rs. 1000/- per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept.</td>
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### Failure to maintain records as per statutory requirement like

1. Form No. 1A – for the shed's constructed by contractor
2. Form No. 6 – Certificate of fitness
3. Form No. 10 – Register of workers attending machinery
4. Form No. 11 – Report of Examination of Hoist/Lift/Lifting tackles.
5. Form No. 13 – Report of Examination of any pressure vessel brought by the contractor at refinery site.
6. Form No. 16 – Notice of periods of works for adult workers
7. Form No. 17 – Register of adult workers
8. Form No. 23 – Special certificate of fitness
9. Form No. 29 – Muster Roll

| Rs. 10000/- per occasion | Engineer-in-charge, Head of Dept. F&S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&S), Section Head Estates |

### OCCURRENCES OF INDUSTRIAL ACCIDENTS

32. Failure to furnish a first information report (FIR) as per prescribed Pro-Forma within 4 hours of the incident.

| Rs. 1000/- per occasion | Engineer-in-charge, Head of Dept. F&S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&S), Section Head Estates |

33. Failure to arrange immediate investigation / evidences/documents of the incident and furnish within 24 hours to BPCL Engineer-In-Charge.

| Rs. 1000/- per occasion | Engineer-in-charge, Head of Dept. F&S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&S), Section Head Estates |

34. Keep and maintain proper records of all incidents occurred at work site

| Rs. 1000/- per occasion | Engineer-in-charge, Head of Dept. F&S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&S), Section Head Estates |

35. Failure to report to BPCL supervisor on the job, medical centre and area safety officer any injury to his employees or any near miss or any hazardous/dangerous incident at work site within the Refinery premises or hiding of any accident or near miss.

| Rs. 5000/- per occasion | Engineer-in-charge, Head of Dept. F&S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&S), Section Head Estates |

36. Negligence on contractor’s part which has resulted in an Injury/fire

- Lost Time Injury
- Fatality

| Rs.1,00,000/- per person & Rs. 5,00,000/- per person | Engineer-in-charge, Head of Dept. F&S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&S), Section Head Estates |

37. Negligence on contractors part which has resulted in

- Minor Fire/Explosion/ etc
- Major Fire (Reportable)

| Rs 1,00,000/- & Rs 2,00,000/- | Engineer-in-charge, Head of Dept. F&S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&S), Section Head Estates |

### VIOLATION OF LABOUR LAWS

38. Working beyond statutory limits by contractor’s workers

| Rs. 1000/- per person per day | Engineer-in-charge, Head of Dept. F&S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&S), Section Head Estates |

39. Deployment of contractor’s employees including supervisors without receiving necessary training on safety for working in the refinery.

| Rs. 5000/- per person per day and holiday listing of contractor for 6 months if repeated | Engineer-in-charge, Head of Dept. F&S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&S), Section Head Estates |
| 40. | Deployment of contractor's employees including supervisors without undergoing their medical examination, by the authorized medical professional having qualification of MBBS + AFIH. Deployment of workers on high risk jobs like working in confined space, working at height, working under water, etc. without being examined and certified as medically fit for such jobs by the doctors who are authorized to certify for such jobs. | Rs. 1000/- per person | Engineer-in-charge, Head of Dept. F&S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&S), Section Head Estates |
| 41. | Non subjecting to periodic medical examination after every six months after deployment of workers including supervisors on the job by the certifying surgeon as per Rule 73V of Maharashtra Factories Rule 1963. | Rs. 1000/- per person | Engineer-in-charge, Head of Dept. F&S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&S), Section Head Estates |
| 42. | Deployment of child or adolescent | Rs. 10,000/- per person | Engineer-in-charge, Head of Dept. F&S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&S), Section Head Estates |
| 43. | Use of untested and uncertified pressure vessel. | Rs. 5000/- per occasion | Engineer-in-charge, Head of Dept. F&S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&S), Section Head Estates |
| 44. | Use of untested and uncertified lifting tools/tackle | Rs. 5000/- per occasion | Engineer-in-charge, Head of Dept. F&S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&S), Section Head Estates |

VIOLATION IN MATERIAL HANDLING

| 45. | Improper material handling/ Manually handling of heavy material when it is require using mechanical equipment/use of substandard/defective material handling trolleys/hand cart. | Rs. 1000/- per occasion | Engineer-in-charge, Head of Dept. F&S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&S), Section Head Estates |
| 46. | Failure to submit duly filled pre use check list for any new machine or equipment brought at site | Rs. 1000/- per occasion | Engineer-in-charge, Head of Dept. F&S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&S), Section Head Estates |
| 47. | Inadequate supervision at work site( absence of supervisor/designated employee as supervisor from site for more than 30 Minutes when work is in progress) | Rs. 2000/- per occasion | Engineer-in-charge, Head of Dept. F&S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&S), Section Head Estates |

SAFETY PERFORMANCE DISPLAY BOARD

| 48. | Safety performance score board not displayed. | Rs. 100/- per day | Engineer-in-charge, Head of Dept. F&S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&S), Section Head Estates |

VIOLATIONS IN USE OF GAS CYLINDERS

| 49. | Unsafe handling of compressed gas cylinders No trolley or jubilee clips or double gauge regulator or flash back arrestor on both gas lines & both ends or improper storage / handling or cylinders without caps when not in use/damaged hoses) | Rs. 500/- per item per occasion | Engineer-in-charge, Head of Dept. F&S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&S), Section Head Estates |
| VIOLATIONS DURING RADIOGRAPHY PROCESS |  |
|----------------------------------------|  |
| 50. Radiography without authorization | Rs. 10000/- per occasion | Engineer-in-charge, Head of Dept. F&S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&S), Section Head Estates |
| 51. Non barricading the area during radiography | Rs. 10000/- per occasion | Engineer-in-charge, Head of Dept. F&S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&S), Section Head Estates |
| 52. Non announcement on PA system/alerting people working in vicinity, before start of Radiography jobs | Rs. 1000/- per occasion | Engineer-in-charge, Head of Dept. F&S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&S), Section Head Estates |
| MISCELLANEOUS |  |
| 53. Damage to fire hydrant & monitors, fire extinguishers including non return of extinguishers | Cost incurred by BPCL for repair/replacement | Engineer-in-charge, Head of Dept. F&S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&S), Section Head Estates |
| 54. Poor House-keeping | Rs. 5000/- per occasion | Engineer-in-charge, Head of Dept. F&S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&S), Section Head Estates |
| 55. Removal of grating/cover/lid on any opening in floor or vessel. | Rs. 1000/- per occasion | Engineer-in-charge, Head of Dept. F&S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&S), Section Head Estates |
| 56. Use of dangerous portable tools/hand tools like grinding machine, drilling machine, pneumatic excavators/drill by unskilled worker. | Rs. 1000/- per occasion | Engineer-in-charge, Head of Dept. F&S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&S), Section Head Estates |
| 57. Operating/allow to operate any machine without having guard on its dangerous/rotating part of the machine or an equipment. | Rs. 1000/- per occasion | Engineer-in-charge, Head of Dept. F&S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&S), Section Head Estates |
| 58. Horseplay at work site | Rs1000 /- per occasion | Engineer-in-charge, Head of Dept. F&S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&S), Section Head Estates |
| 59. Shifting of debris from one location to another/ dumping debris at unauthorized place. | Rs. 10000/- per occasion | Engineer-in-charge, Head of Dept. F&S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&S), Section Head Estates |
| 60. Use of mobile in plant areas | Rs 1000/- per person per occasion. | Engineer-in-charge, Head of Dept. F&S, Head of Dept. (Process/PD/Maint./MM PL/Tech./CS&S), Section Head Estates |

w.e.f. 01.04.2014
Please note that:

1. The above penalties will be applicable for all the contracts jobs carried out inside Refinery and covered by BPCL HSE norms / work permit system.

2. Site Engineers, Operations Officers, Safety Officers will report such violation through their Department Head /Engineer-in-charge (Reporting Authority) to the respective contracting department (P&CS/RMP) for necessary action. Reporting Authority has been indicated against each violation.

3. On advice from Reporting Authority, respective contracting departments shall make the deductions from the next payment due to the contractor.

4. The above penalties shall be double in case of violations more than 3 times during the contract period for a particular contract. For annual and other rate contracts POs awarded as part of rate contract shall be considered for this.

5. In case of frequent penalties for a particular contractor, necessary action such as holiday listing / delisting will be taken.

6. In addition to the safety conditions mentioned in Special safety Conditions attached, contractors are required to adhere to the following additional safety requirement for which penalties are applicable as above for violation of these conditions:
   a. All contractors shall themselves arrange weekly safety site inspection / audit and monthly safety meeting and record should be maintained.
   b. All contractors shall submit monthly HSE report to respective Engineer-In-Charge by 5th of next month. Report should carry details of precautions against accident and injury to any of the workers or to any person or persons or of weekly safety site inspection / audit, monthly safety meeting, details about records maintained by Safety Supervisor and any other information felt necessary by Engineer-in-Charge for safe execution of job.

7. Implementation of above financial penalties for violation of HSE norms does not absolve contractors from their responsibilities to take at all times due and proper precautions to avoid injuries and accidents.

8. Contractors shall own the full responsibility for any accident and injury to any of the workers or to any person or persons or property arising due to violation of HSE norms by contractors even though financial penalty is not applied for such violation. Implementation of these financial penalties does not absolve Contractors from any of the responsibility as per General Contract Conditions (Latest Revision), General Terms and Conditions and Special Safety Conditions.

9. All such financial penalties imposed on contractors shall be displayed / publicized appropriately by the respective Contracting department.

*****
GENERAL CONDITIONS OF CONTRACT
(GCC)

BHARAT PETROLEUM CORPORATION LIMITED
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GENERAL CONDITIONS OF CONTRACT

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/BPCL" means the Bharat Petroleum Corporation Limited, incorporated in India having its registered 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 "Managing Director" shall mean the Chairman and Managing Director of the Bharat Petroleum Corporation 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 authorised 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 or part thereof as the case may be and shall include extra, additional, altered or substituted works as required for purpose of the contract.

6) The "Permanent Work" means and includes works which will be incorporated in and form a part of the work to be handed over to the Owner by the Contractor on completion of the contract.

7) The "Construction Equipment" means all appliances, Tools/Tackles and equipment of whatsoever nature for the use in or for the execution, completion, operation or maintenance of the work unless intended to form part of the Permanent work.

8) The "Site" means the areas on which the permanent works are to be executed or carried out and any other places provided by the Owner for purpose of the contract.

9) The "Contract Document" means collectively the Tender Document, Designs, Drawings or Specifications, agreed variations, if any, and such other document constituting the tender and acceptance thereof.

10) The "Consultant" means the consulting engineers Nominated/appointed by the Owner for this Project/job.

11) The "Sub-Contractor" means any person or firm or Company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor, with the written consent of the Engineer-in-Charge, and the legal personal representatives, successors and permitted assigns of such person, firm or company.

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. It shall also include the latest editions, including all addenda/corrigenda, of relevant Indian Standard Specification, specifications of the other country published before entering into Contract.

14) The "Drawings" shall include maps, plans and tracings or prints thereof with any modifications approved in writing by the Engineer-in-Charge and such other drawings as may, from time to time, furnished or approved in writing by the Engineer-in-Charge.

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

2.1 LOCATION OF SITE & ACCESSIBILITY:

The site location is described in the Special Conditions of Contract. The intending tenderer should inspect the site and make himself familiar with site conditions and available facilities. Entry into the BPCL areas is restricted depending on location/site. Only pass holders as also vehicles with special permits are permitted in such restricted areas. Inside the premises access to various work spots is also further regulated by permits issued for each area. Non-availability of access roads or permits for entry of vehicles/equipment to any specific area shall in no case be the cause to condone any delay in execution of works or be the cause for any claims or extra compensations.

2.2 SCOPE OF WORK

The scope of work is defined in the Special Conditions of Contract and specifications. The Contractor shall provide all necessary materials, equipments / Tools and Tackles / Supervision / labour etc. for the execution and maintenance of the work till completion unless otherwise mentioned in these tender documents. All materials that go with the work shall be approved by Engineer-in-Charge prior to procurement and use.

2.3 LAND FOR CONTRACTOR’S FIELD, GODOWN AND WORKSHOP:

The tenderer should visit the site and acquaint himself with site conditions, availability of water, electricity, approach roads, construction materials as per specifications, shelter for his staff, etc. since these are to be provided/arranged by the tenderer (unless otherwise specified) at his cost. The owner will, at his discretion and convenience based on availability for the duration of the execution of the work, make available, land for construction of contractor’s field office, go-downs, workshop and fabrication yard required for the execution of the contract. The contractor shall at his own cost construct all these temporary buildings and provide suitable water supply and sanitary arrangement approved by the Engineer-in-Charge. On completion of the works undertaken by the Contractor, he shall remove all temporary works/ shed erected by him and have the site cleaned as directed by Engineer-in-Charge if the contractor shall fail to comply with these requirements, the Engineer-in-charge may at the expenses of the Contractor remove such surplus and rubbish material, dispose off the same as he deems fit and get the site cleared as aforesaid; and the contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed off as aforesaid. But the Owner reserves the right to ask the Contractor any time during the pendency of the contract to vacate the land by giving seven days notice on security reasons or on material interest otherwise.

2.4 SAFETY STANDARDS FOR TEMPORARY BUILDINGS

All temporary buildings, sheds, workshops, field stations etc. shall be constructed in conformation with the safety and security regulations of the owner as regards location and type of structure.
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 Petroleum Corporation 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. Copy of price bid with prices blanked off.
   d. Any other relevant information.

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

iv) Techno-commercial bid and price bid shall be enclosed in two separate envelopes with the subject job, type of bid, bidders name super-scribed on top. Both these envelopes shall be sealed in a common envelope and submitted as specified above and in covering letter. (This will not be applicable in the case of e-tenders)

4

DOCUMENTS:

4.1 The tenders, as submitted shall include all documents/details asked for by BPCL 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.
TRANSFER OF TENDER DOCUMENTS:

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

(a) EARNEST MONEY:

The tenderer must submit/ deposit earnest money, if specified in the RFQ/Tender enquiry, failing which the tender is liable to be rejected. The earnest money can be deposited in the form of Demand Draft or Bank Guarantee in favour of Bharat Petroleum Corporation Limited. Earnest Money deposit (EMD) is not applicable for registered contractors of BPCL.

NOTE: The Bank Guarantee so furnished by the tenderer shall be in the proforma prescribed by the owner. No interest shall be paid by the Owner on the earnest money deposit by the tenderer. The earnest money of the unsuccessful tenderer will be refunded.

(b) SECURITY DEPOSIT:

Unless otherwise specified in the special conditions of contract, in the case of contractors not registered with BPCL, the earnest money deposit (EMD), of the contractor whose tender may be accepted, will be converted to security deposit for due performance of the contract. The "performance security deposit/retention money" vide clause 18 shall also be applicable limiting to a maximum of 10% of the contract value.

VALIDITY:

Tender submitted by tenderers shall remain valid for acceptance for a period of four 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 four 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 BPCL 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 BPCL, 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.

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.

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 The whole work may be split up between two or more contractors or accepted in part and not entirely if considered expedient.

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.

INTEGRITY PACT (IP):

Vendors are requested to sign & return our pre-signed IP document, if applicable. This document is essential & binding. Vendor’s failure to return the IP document duly signed along with Bid Document may result in the bid not being considered for further evaluation.

COLLECTION OF DATA TENDERER’S RESPONSIBILITY & TIME SCHEDULE:

The tenderer shall visit the site and acquaint himself fully of the site and no claims whatsoever will be entertained on the plea of ignorance or difficulties involved in execution of work or carriage of materials.

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.
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.

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.

FIELD MANAGEMENT:

The field management will be the responsibility of the Engineer-in-Charge, who will be nominated by the Owner. The Engineer-in-Charge may also authorize his representatives to perform his duties and functions.

Coordination of Work - The Engineer-in-Charge shall coordinate the work of various agencies engaged at site to ensure minimum disruption of work carried out by different agencies. It shall be the responsibility of the contractor to plan and execute strictly in accordance with the site instructions to avoid hindrance to the works being executed by other agencies.

CONSULTANCY CONTRACTS:

This General Conditions of Contract (GCC) will be binding for Consultancy jobs only to the extent of its applicability to the context of consultancy jobs.
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 General Conditions of Contract and special conditions 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 Works shown upon the drawing but not mentioned in the specifications or described in the specification without being shown on the drawings shall nevertheless be held to be included in the same manner as if they had been specifically shown upon the drawings and described in the specifications.

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 the General Conditions of Contracts, specification of work, Drawings 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 Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract then, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provision of the General Conditions of Contract and shall to the extent of such repugnance or variations, prevail.

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

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. The Contractor shall be deemed to have visited surrounding to have satisfied himself to the nature of all existing structures, if any, and also as to the nature and the conditions of the Railways, roads, bridges and culverts means of transport and communications, whether by land, water or air, and as to possible interruptions thereto and the access to and regress from the site, to have made enquiries, examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials the available accommodation as to whatever required, depots and such other building as may be necessary for executing and completing the works, to have made local independent enquiries as to the sub-soil water and variations thereof, storms, prevailing winds, climate conditions and all other similar matters affecting these works. He is deemed to have acquainted himself as to his liability for payment of Government taxes, customs duty and other charges. 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:

18.1 To ensure performance of the contract and due discharge of the contractual obligations, the successful contractor will have to provide security deposit of 10% of the contract value unless otherwise specified in the Special Conditions of Contract.

This Security deposit may be furnished in the form of an Account payee Demand Draft payable to BPCL or Bank Guarantee in the prescribed format. The contractor shall have the option to adjust any Earnest Money Deposit (EMD) if paid by demand draft towards security deposit if he so desires or otherwise if submitted by way of bank guarantee the validity of the same to be extended suitably as advised by BPCL.

In the case of security deposit submitted in the form of Bank guarantee, the Bank Guarantee shall be valid and remain in force till the contractual completion period (expiry of the defect liability period - refer clause-72, if applicable) and with a claim period of six months thereafter. The Bank Guarantee shall be in the form prescribed.

In case the successful contractor is not furnishing the performance security deposit as referred above on award of the job, the same shall be deducted from each running account bills at the rate of 10% of bill value till overall security deposit of 10% as mentioned above is collected.

The security deposit will be retained till the successful completion of the work and thereafter till the expiry of the defect liability period (refer clause-72), if applicable. This retention money/Bank guarantee held shall be released after the expiry of the defect liability period provided that any defects appearing during that period are corrected by the contractor and subject to Clause 18.2 below.

In the case of value/rate/quantity contracts, the security deposit shall be based on individual release orders issued.

18.2 If the contractor/ sub-contractor or their employees shall break, deface or destroy any property belonging to the Owner or other agency during the execution of the contract, the same shall be made good by the Contractor at his own expenses and in default thereof, the Engineer-in-Charge may cause the same to be made good by other agencies and recover expenses from the contractor (for which the certificate of the Engineer-in-Charge shall be final). These expenses can be recovered from the security deposit/retention money if recovery from other sources is not possible.

18.3 All compensation or other sums of money payable by the contractor to the Owner under terms of this contract may be deducted from his security deposit/retention money or from any sums which may be or may become due to the contractor by the Owner on any account whatsoever and in the event of his security deposit/retention money being reduced by reasons of any such deductions. The contractor shall within ten days thereafter make good any sum or sums, which may have been deducted from his security deposit/retention money. No interest shall be payable by the Owner from sum deposited as security deposit/retention money.

18.4 The security deposit shall be held by the Owner, as security for the due performance of the Contractor’s obligations under the contract, provided that nothing herein stated shall make it incumbent upon the Owner to utilize the security deposit/retention money in preference to any other remedy which the Owner may have, nor shall be construed as confining the claims of the Owner against the contractor to the quantum of the Security Deposit/retention money.

18.5 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. The security deposit/retention money shall be in Indian Rupee in the case of domestic bidders and in US Dollars in the case of foreign bidders.

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: The general time schedule of completion is given in the tender document. Contractor should prepare a detailed monthly and weekly execution programme, jointly with the Engineer-in-Charge within two weeks of 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.
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.

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.

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.

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.

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.

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.

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 on account 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 for any loss sustained by him by reason of his having purchased or procured any materials or entering 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.

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.

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.

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.

33 **CONTRACTOR’S OFFICE AT SITE:**

The contractor shall provide and maintain an office at the site, if space provided by the owner, for the accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instruction, notices, or other communications.

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 generally permitted. However owner may permit sub letting of work on specific cases subject to the following:-

i) No part of the contract nor any share of interest there shall in any manner or degree be transferred assigned or sublet by the contractor directly or indirectly to any firm or corporation whosoever except as provided for in the succeeding sub-clause, without the consent in writing of the Owner.
iii) Sub Contractors for Temporary Works Etc.: The Owner may give written consent to sub-contract for execution of any part of the works at the site, being entered into by the contractor provided each individual sub-contract is submitted to the Engineer-in-Charge before being entered into and is approved by him.

iii) List of Sub-Contractors to be supplied: At the commencement of every month the contractor shall furnish to the Engineer-in-Charge list of all sub-contractors or firms engaged by the contractor and working at the site during the previous month with particulars of the general nature of the sub-contract or works.

iv) Contractor’s Liability Not Limited By Sub-Contractors: Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the Engineer-in-Charge shall have received copies of any sub-contracts, the contractor shall be and shall remain solely responsible for the quality and proper and expeditious execution of the works and the performance of all the conditions of the contract in all respects as if such sub-letting or sub-contracting had not taken place and as if such work had been done directly by the Contractor.

v) Owner may Terminate Sub-Contracts: If any sub-contractor engaged upon the works at the site executes any work which in the opinion of the Engineer-in-Charge is not in accordance with the Contract documents, the owner may by written notice to the contractor request him to terminate such sub-contract and the contractor upon the receipt of such notice shall terminate such sub-contract and the latter shall forthwith leave the works, failing which the owner shall have right to remove such sub-contractors from the Site.

vi) No Remedy For Action Taken Under This Clause: No action taken by the owner under the clause shall relieve the contractor of any of his liabilities under the contract or give rise to any right to compensation, extension of time or otherwise failing which, the owner shall have right to remove such sub-contractors from the Site.

36 POWER OF ENTRY:

If the contractor shall not commence the work in the manner previously described in the contract document or if he shall, at any time in the opinion of the Engineer-in-Charge.

i. Fail to carry out the works in conformity with the contract documents, or

ii. Fail to carry out the works in accordance with the time schedule, or

iii. Substantially suspend work or the works for a period of Fourteen days without authority from the Engineer-in-Charge, or

iv. Fail to carry out and execute the works to the satisfactions of the Engineer-in-Charge, or

v. Fail to supply sufficient or suitable constructional equipments, temporary works, labour materials or things, or

vi. Commit or suffer or permit any other breach of any of the provisions of the contract on his part to be performed or observed or persist in any of the above mentioned breaches of the contract for the fourteen days, after notice in writing shall have been given to the Contractor by the Engineer-in-Charge requiring such breach to be remedied, or

vii. Abandon the works, or

viii. During the continuance of the contract, become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction.

Then in any such case, the Owner shall have the power to enter upon the works and take possession thereof and of the materials, temporary works, constructional equipment, and stock thereon, and to revoke the contractor’s license to use the same, and to complete the works, by his agents, other contractor or workmen, or to re-let the same upon any terms and to such other person firm or corporation as the Owner in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorize the use of any materials, temporary works constructional equipment, and stock as aforesaid without making payment or allowances to the contractor for the said materials other than such as may be certified in writing by the Engineer-in-Charge to be reasonable, and without making any payment or allowance to the contractor for the use of the temporary said works, constructional equipments and stock or being liable for any loss of damage thereto, and if the Owner shall by reason of his taking possession of the works or of the works being completed by other contractors (due account being taken of any such extra work or works which may be omitted) then the amount of such excess as certified by the Engineer-in-Charge shall be deducted from any money which may be due for work done by the contractor under the contract and not paid for. Any deficiency shall forthwith be made good and paid to the Owner by the contractor and the Owner shall have power to sell in such manner as he may think fit all or any of the constructional equipment, materials etc. belonging to and to recoup and retain the said deficiency or any part thereof out of the proceeds of the sale.

37 CONTRACTORS RESPONSIBILITY WITH OTHER AGENCIES:

Without repugnance to any other condition, it shall be the responsibility of the contractor executing the work of civil construction, to work in close co-operation and co-ordinate the works with other contractors or their authorized representatives and the contractor will put up a joint scheme, showing the arrangements, with other contractors / agencies for carrying his portion of work to the Engineer-in-Charge, and get the approval. The contractor before finally submitting the schemes to the Engineer-in-Charge shall have the written agreement of the other agencies. The Engineer-in-Charge before communicating his approval of the scheme, with any required modifications shall get the final agreement of all the agencies, which shall be binding. No claim shall be entertained on account of the above.
The contractor shall conform in all respects with the provisions of any statutory regulations, ordinances or by laws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the works or any temporary works. The contractor shall keep the Owner Indemnified against all penalties and liabilities of every kind arising out of non-adherence to such statutes ordinances, laws, rules, regulations, etc.

OTHER AGENTS AT SITE:

The contractor shall have to execute the work in such place and condition where other agencies might also be engaged for other works such as site grading, filling and leveling, electrical and mechanical engineering works etc. No claim shall be entertained to works being executed in the above circumstances.

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.

RIGHTS OF VARIOUS INTERESTS:

i) The Owner reserves the right to distribute the work between more than one contractor. The contractor shall cooperate and afford other contractors reasonable opportunity for access to the works for the carriage and storage of materials and execution of their works.

ii) Whenever the work being done by any department of the Owner or by other contractors employed by the Owner is contingent upon work covered by the contract, the respective rights of the various interests involved shall be determined by the Engineer-in-Charge to secure the completion of the various portions of the work in general harmony.

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.

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 Where so desired by Engineer-in-Charge, 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 individual SECRECY agreement from each or any person employed 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

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 BPCL 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.

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.

WORK IN MONSOON AND DEWATERING:

47.1 The completion of the work may entail working in the monsoon also. The contractor must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.

47.2 During monsoon and other period, it shall be the responsibility of the contractor to keep the construction work site free from water at his own cost.

WORK ON SUNDAYS AND HOLIDAYS:

For carrying out work on Sundays and Holidays if needed, the contractor will approach the Engineer-in-Charge or his representative at least two days in advance and obtain permission in writing. No special compensation on this account will be payable.

GENERAL CONDITIONS FOR CONSTRUCTION AND ERECTION WORK:

49.1 Place of Work:
The work has to be executed at specified premises as per the tender. Contractor should apprise himself of all the conditions prevailing in such location and the restrictions placed on movement of personnel and equipment, types of equipment and tools permitted, working methods allowed etc. in the light of security and safety regulations operative in the area.
The safety regulations to be complied with, by the contractor will also be provided along with the tender. No idle time wages or compensation for temporary stoppage of work or restrictions would be paid, and the rate quoted for the various items of work should cover the cost of all such contingencies and eventualities. Substantial structures and utilities exist both above ground and underground, adjacent to the work site. (The construction activity gets restrained by the existence of such structures and utilities). Special care is necessary in transportation, storage, working on equipments and other construction activities to protect the existing features and prevent damage to any facility. Necessary protective structures barricades etc. have to be erected at various places as directed by Engineer-in-Charge. No extra payment of such protective works will be made unless specially provided in the tender.

49.2 The working time or the time of work is 48 hours per week normally. Overtime work is permitted in cases of need and the Owner will not compensate the same. Shift working at 2 or 3 shifts per day may become necessary and the contractor should take this aspect into consideration for formulating his rates for quotation. No extra claims will be entertained by the Owner on this account.

49.3 The contractor must arrange for the placement of workers in such a way that the delayed completing of the work or any part thereof for any reasons whatsoever will not affect their proper employment. The Owner will not entertain any claim for idle time payment whatsoever.
49.4 The contractor shall submit to the Owner reports at regular intervals regarding the state and progress of work. The details and preforma of the report will mutually be agreed after the award of contract.

50 **DRAWINGS TO BE SUPPLIED BY THE OWNER:**

50.1 Where drawings are attached with tender, these shall be for the general guidance of the contractor to enable him to visualize the type of work contemplated and scope of work involved. The contractor will be deemed to have studied the drawings and formed an idea about the work involved.

50.2 Detailed working drawings on the basis of which actual execution of the work is to proceed will be furnished from time to time during the progress of the work. The contractor shall be deemed to have gone through the drawings supplied to him thoroughly and carefully and in conjunction with all other connected drawings and bring to the notice of the Engineer-in-Charge, discrepancies, if any, therein before actually carrying out the work.

50.3 Copies of all detailed working drawings relating to the works shall be kept at the contractor’s office of the site and shall be made available to the Engineer-in-Charge at any time during the contract. The drawings and other documents issued by the Owner shall be returned to the Owner on completion of the works. Reference is also invited to clause 42.2 and 42.3 above regarding drawings and other documents.

51 **DRAWINGS TO BE SUPPLIED BY THE CONTRACTOR:**

51.1 Where drawings/data are to be furnished by the contractor, they shall be as enumerated in the special conditions of contract, and shall be furnished within the specified time.

51.2 Where approval of drawings before manufacture / construction / fabrication has been specified, it shall be contractor’s responsibility to have these drawings prepared as per the directions of Engineer-in-Charge and got approved before proceeding with manufacture construction / fabrication, as the case may be. Any changes that may have become necessary in these drawings during the execution of the work shall have to be carried out by the contractor to the satisfaction of Engineer-in-Charge at no extra cost. All final drawings shall bear the certification stamps duly signed by both the contractor and the Engineer-in-Charge.

51.3 A period of 3 weeks from the date of receipt shall be required normally for approval of drawings by the Engineer-in-Charge.

52 **SETTING OUT WORKS:**

52.1 The Engineer-in-Charge shall furnish the contractor with only the four corners of the work site and a level bench mark and the contractor shall set out the works and shall provide efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.

52.2 The contractor shall provide, fix and be responsible for the maintenance of all stacks, templates, level marks, profiles and other similar things and shall take all necessary precaution to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The contractor shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and centre line marks, either existing or supplied and fixed by the contractor. The, work shall be set out to the satisfaction of the Engineer-in-Charge. The approval thereof or joining in setting out the work shall not relieve the contractor of any of his responsibilities.

52.3 Before beginning the works, the contractor shall at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the work in accordance with the scheme, for bearing marks acceptable to the Engineer-in-Charge. The centre, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct marks at the centre to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by the Engineer-in-Charge in writing but such approval shall not relieve the contractor of any of his responsibilities. The contractor shall also provide all labour, material and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.

52.4 Pillars bearing geodetic marks located at the site of work under construction should be protected and fenced by the contractor.

52.5 On completion of works, the contractor must submit the geodetic documents according to which the work was carried out.

53 **RESPONSIBILITY FOR LEVEL AND ALIGNMENT:**

The contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the work and shall rectify effectually any errors or imperfections therein. Such rectifications shall be carried out by the contractor, at his own cost, when instructions are issued to that effect by the Engineer-in-Charge.

54 **MATERIALS TO BE SUPPLIED BY CONTRACTOR:**

54.1 The contractor shall procure and provide the whole of the materials required for construction including tools, tackles, construction plant and equipment for the completion and maintenance of the works except the materials which will be issued by Owner and shall make his own arrangement for procuring such materials and for the transport thereof. The materials procured by the contractor shall be BPCL approved/specified quality.
All materials procured should meet the specifications given in the tender document. The Engineer-in-Charge may, at his discretion, ask for samples and test certificates for any batch of any material procured. Before procuring, the contractor should get the approval of Engineer-in-Charge for any material to be used for the works.

Manufacturer's certificate shall be submitted for all materials supplied by the contractor. If, however, in the opinion of the Engineer-in-Charge any tests are required to be conducted on the materials supplied by the contractor, these will be arranged by the contractor promptly at his own cost.

**MATERIALS SUPPLIED BY OWNER:**

If the specifications of the work provides for the use of any materials of special description to be supplied from the Owner's stores, price for such material to be charged therefore as herein after mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of the contract. The contractor shall be bound to purchase and shall be supplied such materials as are from time to time required to be used by him for the purpose of the contract only. The sums due from the contractor for the value of the actual materials supplied by the Owner will be recovered from the running account bill on the basis of the actual consumption of materials in the work covered and for which the running account bill has been prepared. After the completion of the works, however, the contractor has to account for the full quantity of materials supplied to him as per relevant clauses in this document.

The value of the materials as may be supplied to the contractor by the Owner will be debited to the contractor's account at the rates shown in the schedule of chargeable materials and if they are not entered in the schedule, they will be debited at cost price, which for the purpose of the contract shall include the cost of carriage and all other expenses whatsoever such as normal storage supervision charges which shall have been incurred in obtaining the same at the Owner's stores. All materials so supplied to the contractor shall remain the absolute property of the Owner and shall not be removed on any account from the site of the work, and shall be at all times open for inspection to the Engineer-in-Charge. Any such materials remaining unused at the time of completion or termination of the contract shall be returned to the Owner's stores or at a place as directed by the Engineer-in-Charge in perfectly good condition, at contractor's cost.

**CONDITIONS FOR ISSUE OF MATERIALS:**

i) Materials specified to be issued by the Owner will be supplied to the contractor by the Owner from his stores/location. It shall be the responsibility of the contractor to take delivery of the materials and arrange for its loading, transport and unloading at the site of work at his own cost. The materials shall be issued between the working hours and as per the rules of the Owner framed from time to time.

ii) The contractor shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.

iii) Materials specified to be issued by the Owner shall be issued in standard sizes as obtained from the manufacturer.

iv) The contractor shall construct suitable godown at the site of work for storing the materials safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.

v) It shall be duty of the contractor to inspect the material supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the Owner, it shall be the responsibility of the contractor to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/ or replaced by him at his own cost, according to the directions of the Engineer-in-Charge.

vi) The Owner shall not be liable for delay in supply or non-supply of any materials which the Owner has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the Owner. In no case, the contractor shall be entitled to claim any compensation or loss suffered by him on this account.

vii) It shall be the responsibility of the contractor to arrange in time all materials required for the works other than those to be supplied by the Owner. If, however, in the opinion of the Engineer-in-Charge the execution of the work is likely to be delayed due to the contractor's inability to make arrangements for supply of materials which normally he has to arrange for, the Engineer-in-Charge shall have the right, at his own discretion, to issue such materials if available with the Owner or procure the materials from the market or elsewhere and the contractor will be bound to take such materials at the rates decided by the Engineer-in-Charge. This, however, does not in any way absolve the contractor from responsibility of making arrangements for the supply of such materials in part or in full, should such a situation occur, nor shall this, constitute a reason for the delay in the execution of the work.

viii) None of the materials supplied to the contractor will be utilized by the contractor for manufacturing item, which can be obtained from standard manufacturer in finished form.

ix) The contractor shall, if desired by the Engineer-in-Charge, be required to execute an indemnity bond for safe custody and accounting of all materials issued by the Owner.

x) The contractor shall furnish to the Engineer-in-Charge sufficiently in advance a statement showing his requirements of the quantities of the materials to be supplied by the Owner and the time when the same will be required by him for the works, so as to enable the Engineer-in-Charge to make necessary arrangement for procurement and supply of the material.
xi) A daily account of the materials issued by the Owner shall be maintained by the contractor indicating the daily receipt, consumption and balance in hand. This account shall be maintained in a manner prescribed by the Engineer-in-Charge along with all connected papers viz. requisition, issues etc. and shall be always available for inspection in the contractor’s office at site.

xii) The contractor should see that only the required quantities of materials are got issued. The contractor shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to the stores/location where from they were issued or to the place as directed by the Engineer-in-Charge.

xiii) Materials/ Equipment supplied by Owner shall not be utilized for any other purpose(s) than issued for.

57 MATERIALS PROCURED WITH ASSISTANCE OF OWNER:

Notwithstanding anything contained to the contrary in any or all the clause of this document where any materials for the execution of the contract are procured with the assistance of Owner either by issue from Owner’s stock or purchase made under orders or permits or licences issued by Government, the contractor shall hold the said materials as trustee for the Owner and use such materials economically and solely for the purpose of the contract and not dispose them off without the permission of the owner and return, if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason, whatsoever on his being paid or credited such prices as the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however, shall not exceed the amount charged to him excluding the storage charges if any. The decision of the Engineer-in-Charge shall be final and conclusive in such matters. In the event of breach of the aforesaid condition, the contractor shall in terms of the licenses or permits, and/or for criminal breach of trust, be liable to compensate the Owner a double rate or high rate, in the event of those materials at that time having higher rate or not being available in the market, then any other rate to be determined by the Engineer-in-Charge and his decision shall be final and conclusive.

58 MATERIALS OBTAINED FROM DISMANTLING:

If the contractor in the course of execution of the work is called upon to dismantle any part for reasons other than those stipulated in clauses 64 & 68 hereunder, the materials obtained in the work of dismantling etc. will be considered as the Owner’s property and will be disposed off to the best advantage of the Owner.

59. ARTICLES OF VALUE FOUND:

All gold, silver and other materials, of any description and all precious stones, coins, treasure relics, antiquities and other similar things which shall be found in, under or upon the site, shall be property of the Owner and the contractor shall duly preserve the same to the satisfaction of the Engineer-in-Charge and shall from time to time deliver the same to such person or person indicated by the Owner.

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.

61 ALTERATIONS IN SPECIFICATIONS AND DESIGNS AND EXTRA WORK:

A) The Engineer-in-Charge shall have power to make any alterations in, omissions from, additions to or substitutions for, the schedule of rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out such altered / extra / new items of work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respect on which he agree to do the main work. The time for completion of work may be extended for the part of the particular job at the discretions of the Engineer-in-Charge, for only such alteration, additions or substitutions of the work, as he may consider as just and reasonable. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions:

a) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract.

b) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for similar class of works as specified in the contract for the
work. The opinion of the Engineer-in-Charge as to whether the rates can be reasonably so derived from items in the contracts will be final and binding on the contractor.

c) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clause (a) and (b) above, then the contractor shall inform the Engineer-in-Charge of the rate which is his intention to charge for such class of work supported by analysis of the rate or rates claimed, and the Engineer-in-Charge shall determine the rates on the basis of the prevailing market rates of materials, labour cost at schedule of labour plus 10% to cover contractor's supervision, overheads and profit and pay the contractor accordingly. The opinion of the Engineer-in-Charge as to the current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the contractor.

d) Provisions, contained in sub-clause (a) to (c) above shall not, however, apply:

Where the value of alterations / additions / deletions or substitutions exceeds beyond plus or minus 25% of the estimated contract value (i.e. quoted item rates of contractor shall hold good for variations etc. within plus or minus 25% of estimated contract value)

B) In the event and as a result of such alternatives / additions / substitutions / deletion, the scope of contract work exceed the value stipulated in the contract by more than the limits given in clause (d) above, the Contractor shall claim revision of the rates supported by the proper analysis in respect of such items for quantities in excess of the above limits, notwithstanding the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provision of sub-clause (b) of Clause 61 A, and the Engineer-in-Charge may revise their rates having regard to the prevailing market rates, and the contractor shall be paid in accordance with the rates so fixed. But, under no circumstances the contractor shall suspend / stop / slowdown the work on the plea of non-settlement of rates of items falling under this clause.

62. ACTION WHERE NO SPECIFICATIONS ISSUED:

In case of any class of work for which there is no such specification given by the Owner in the tender documents, such work shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same the work should be carried out as per standard Engineering Practice subject to the approval of the Engineer-in-Charge.

63. ABNORMAL RATES:

The contractor is expected to quote rate for each item after analysis of cost involved for the completion of item/work, considering all specifications and conditions of contract. This will avoid loss of profit or gain, in case of curtailment or change of specification for any item. In case it is noticed that the rates for any item, quoted by the tenderer unusually are high or unusually low it will be sufficient cause for the rejection of the tender unless the Owner is convinced about the reasonableness of the rates on scrutiny of the analysis for such rate to be furnished by the tenderer on demand.

64. INSPECTION OF WORK:

64.1 The Engineer-in-Charge will have full power and authority to inspect the works at any time wherever in progress either on the Site or at the contractor's premises / workshop where situated premises /workshops of any person, firm or corporation where work in connect with the contract may be in hand or where materials are being or are to be supplied, and the contractor shall afford or procure for the Engineer-in-Charge every facility and assistance to carry out such Inspection. The contractor shall at all time during the usual working hours and at all other time for which reasonable notice of the intention of the Engineer in-Charge or his representative to visit the works have been given to the contractor, either himself be present to receive order and instructions or post a responsible agent duly accredited in writing for the purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself. The contractor shall give not less than seven days, notice in writing to the Engineer-in-Charge before covering up or placing any work beyond reach of inspection and measurement any work in order that the same may be inspected and measured. In the event of breach of above the same shall be uncovered at contractor's expense carrying out such measurement or inspection.

64.2 No materials shall be dispatched by the contractor before obtaining the approval of Engineer-in-Charge in writing. The contractor is to provide at all times during the progress of the work and the maintenance period, proper means of access with ladders, gangways, etc. and the necessary attendance to move and adopt as directed for inspection or measurement of the works by the Engine in-Charge.

65. ASSISTANCE TO THE ENGINEERS:

The contractor shall make available to the Engineer-in-Charge, free of cost necessary instruments and assistance in checking of setting out of works and taking measurement of work.
66. **TESTS FOR QUALITY OF WORKS:**

66.1 All workmanship shall be of the respective kinds described in the contract documents and in accordance with the instructions of the Engineer-in-Charge and shall be subjected from time to time to such test at contractor's cost as the Engineer-in-Charge may direct at place of manufacture or fabrication or on the site or at all or any such places. The contractor shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required the Engineer-in-Charge.

66.2 All the tests necessary in connection with the execution of the work as decided by Engineer-in-Charge shall be carried out at the field testing laboratory of the Owner by paying the charges as decided by the Owner from time to time. In case of non-availability of test facility with the Owner, the required test shall be carried out at the cost of contractor at government or any other testing laboratory as directed by Engineer-in-Charge.

66.3 If any tests are required to be carried out in connection with the work or materials workmanship not supplied by the contractor, such tests shall be carried out by the contractor as per the instructions of Engineer-in-Charge and cost of such tests shall be reimbursed by the Owner.

67. **SAMPLES:**

The contractor shall furnish to the Engineer-in-Charge for approval when requested or if required by the specifications, adequate samples of all materials and finishes to be used in the work. Such samples shall be submitted before the work is commenced and in ample time to permit tests and examinations thereof. All materials furnished and finishing applied in actual work shall be fully identical to the approval samples.

68. **ACTION AND COMPENSATION IN CASE OF BAD WORK:**

If it shall appear to the Engineer-in-Charge that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description, or that any materials or articles provided by the contractor for the execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-Charge or his authorised representative, specifying the work, materials or articles complained of, notwithstanding that the same have been inadvertently passed, certified and paid for forthwith shall rectify or remove and reconstruct the works specified and provide other proper and suitable materials or articles at his own charge and cost, and in the event of failure to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid, the contractor shall be liable to pay compensation at the rate of one percentage of the estimated cost of the whole work, for every week limited to a maximum of 10 per cent of the estimated cost of the whole work, while his failure to do so shall continue and in the case of any such failure the Engineer-in-Charge may on expiry of notice period rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expenses of the contractors in all respects. The decision of the Engineer-in-Charge as to any question arising under this clause shall be final and conclusive.

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.

70. **OWNER MAY DO PART OF WORK:**

Upon failure of the contractor to comply with any instructions given in accordance with the provisions of the contract, the owner has the alternative right, instead of assuming charge for entire work to place additional labour force, tools, equipments and materials on such parts of the work, as the owner may designate or also engage another contractor to carry out the work. In such cases, the owner shall deduct from the amount which otherwise might become due to the contractor, the cost of such work and materials with ten percent added to cover all departmental charges and should the total amount thereof exceed the amount due to the contractor, the contractor shall pay the difference to the owner.

71. **POSSESSION PRIOR TO COMPLETION:**

The Engineer-in-Charge shall have the right to take possession of or use any completed or partially completed work or part of the work. Such possessions or use shall not be deemed to be an acceptance of any work completed in accordance with the contract agreement. If such prior possession or use by the Engineer-in-Charge delays the progress of work, suitable adjustment in the time of completion will made and contract agreement shall be deemed to be modified accordingly.
PERIOD OF LIABILITY FROM THE DATE OF COMPLETION OF WORK:

72.1 The contractor shall guarantee the installation/site work for a period of 06 (six) Months from the date of completion of work, unless otherwise specified. Any damage that may lie undiscovered at the time of issue of completion certificate, connected in any way with the equipment or materials supplied by him or in the workmanship shall be rectified or replaced by the contractor at his own expense as deemed necessary by the Engineer-in-Charge or in default, the Engineer-in-Charge may cause the same made good by other workmen and deduct expenses (for which the certificate of Engineer-in-Charge shall be final) from any sums that may be then or at any time thereafter, become due to the contractor or from his security deposit.

72.2 If the contractor feels that any variation in work or in quality of materials or proportions would be beneficial or necessary to fulfill the guarantee called for, he shall bring this to the notice of the Engineer-in-Charge in writing. The work will not be considered as complete and taken over by the Owner until all the temporary works etc., constructed by the contractor is removed and work site cleaned to the satisfaction of Engineer-in-Charge.

72.3 Care of Works:

From the commencement to completion of works, the contractor shall take full responsibility for the care of all works including all temporary works, and in case any damage, loss or injury happens to the works or to any part thereof or to any temporary work, from any cause whatsoever, he shall at own cost repair and make good the same, so that at completion, the work shall be in good order and in conformity in every respect with the requirements of the contract and the Engineer-in-Charge’s instructions.

72.4 Effects prior to taking over:

If at any time, before the work is taken over, the Engineer-in-Charge shall

a) Decide that any work done or materials used by the contractor or any sub-contractor is defective or not in accordance with the contract or that the works or any portion thereof are defective or do not fulfill the requirements of contract (all such matters being herein after called ‘Defects’ in this clause) and

b) As soon as reasonably practicable, notice given to the contractor in writing of the said decisions specifying particulars of the defects alleged to exist or to have occurred, then the contractor shall at his own expenses and with all speed make good the defects so specified.

In the case contractor shall fail to do so, the Owner may take, at the cost of the contractor, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure, so incurred by the Owner shall be recovered from the amount due to the contractor. The decision of the Engineer-in-Charge with regard to the amount be recovered from the contractor will be final and binding on the contractor. As soon as the works have been completed in accordance with the contract (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance thereof provided in clause 72.1) and have passed the tests on completion, the Engineer-in-Charge shall issue a certificate (hereinafter called completion certificate) in which he shall certify the date on which the work have been so completed and have passed the said tests and the Owner shall be deemed to have taken over the works on the date so certified. If the works have been divided into various groups in the contract, the Owner shall be entitled to take over any group or groups before the other or others and thereupon the Engineer-in-Charge shall issue a completion certificate which will however, be for such group or groups as taken over only.

72.5 Defects after taking over:

In order that the contractor could obtain a completion certificate, he shall make good with all possible speed, any defect arising from the defective materials supplied by the Contractor or workmanship or any act of omission of the contract that may have been noticed or developed after the works or group of the works has been taken over. The period allowed for carrying out such work will be normally one month. If any defect be not remedied within a reasonable time, the Owner may proceed to do the work at the contractor’s risk and expense and deduct from the final bill such amount as may be decided by the Owner. If by reason of any default on the part of the contractor a completion certificate has not been issued in respect of every portion of the work within one month after the date fixed by the contract for the completion of the works, the Owner shall be at his liberty to use the works or any portion thereof in respect of which a completion certificate has been issued provided that the works or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of completion certificate.

72.6 The Security Deposit/retention money deducted / furnished as per clause 18 of GCC shall be retained for the period of liability as given in clause 72.1 above. This Retention amount or Bank Guarantee furnished against Security Deposit/retention money shall be released only on expiry of the period of liability and also based on the certification of the Engineer-in-charge that no defect/damage has been reported / observed during the stipulated period of liability for the contract.

72.7 Performance of contractor shall be evaluated on each job by Engineer-in-Charge and recorded. Review of performance will be carried out at appropriate intervals by BPCL.
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.

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) Measurements:

All measurements shall be in metric system. All the works in progress will be jointly measured by the representative of the Engineer-in-Charge and the Contractor's authorize agent progressively. Such measurement will be got recorded in the measurement book by the Engineer-in-Charge or his authorised representative and signed in token of accepted by the contractor or his authorised representative.

For the purpose of taking joint measurement the contractor's representative shall be bound to be present whenever required by the Engineer-in-Charge. If, however, he absents for any reason whatsoever the measurement will be taken by the Engineer-in-Charge or his representative and this will be deemed to be correct and binding on the contractor.

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) Dispute in Mode of Measurements:

In case of any dispute as to the mode of measurement not covered by the contract to be adopted for any item of work, mode of measurement as per latest Indian Standard Specifications shall be followed.

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.

76. RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS ADVANCES:

All running account payments shall be regarded as payment by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect, or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in this respect, or of the accruing of any claim by the contractor, nor shall it conclude, determine or affect in any way the powers of the Owner under these conditions or any of them as to the final settlement and the adjustments of the accounts or otherwise, or in any other way vary or affect the contract.

The final bill shall be submitted by the contractor within one month of the date of physical completion of the work, and settled immediately but not later than 60 days otherwise the Engineer-in charge's certificate of the measurement and of total amount payable for the work accordingly shall be final and binding on all parties. The final bill shall be presented by the contractor along with 'No claim certificate' in a format acceptable to the owner or such other documents as directed by the owner.

77. EXTRA WORK:

Should the contractor consider that he is entitled to any extra payment for extra job carried out whatsoever in respect of the works, he shall forthwith give notice in writing to the Engineer-in-Charge that he claims extra payment for the extra work. Such notice shall be given to the Engineer-in-Charge within one week from the ordering of any extra work or happening of any event, upon which the contractor bases such claims, and such notice shall contain full particulars of the nature of such claim with full details and amount claimed. Failure on part of the contractor to put forward any claim with the necessary particulars as above within the time above specified
shall be an absolute waiver thereof. No omission by the owner to reject any such claim and no delay in dealing therewith shall be waiver by the owner of any rights in respect thereof.

78. PAYMENT OF CONTRACTOR'S BILL:

Generally no payment shall be made for works estimated to cost less than Rs. 50,000/- till the whole of the work shall have been completed. But in case of works estimate to cost more than Rs. 50,000/- the contractor on submitting the bill thereof be entitled to receive a monthly payment proportion to the part thereof approved and passed by the Engineer-in-Charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. This payment will be made after making necessary deductions as stipulated elsewhere in the contract document for materials, security deposit or any moneys due to the Owner etc.

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 under clause 72.4, 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 until all scaffolding surplus materials and rubbish is cleared off the site completely or until the work shall have been measured by the Engineer-in-Charge whose measurement shall be binding and conclusive. The work will not be considered complete and taken over by the Owner, until all the temporary works, labour and staff colonies etc. constructed are removed and the work site cleaned of all debris etc., as described in clause in 80.3 below and to the satisfaction of the Engineer-in-Charge.

If the contractor shall fail to comply with the requirements of this clause on or before the date fixed for the completion of the work, the Engineer-in-Charge may at the expenses of the contractor remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

80.3 Clearing the site:

Cart away all debris generated from the work and dispose it off without giving rise to any complaints from local, municipal or government authorities. Metal scraps or any other scrap including wooden packing materials shall be disposed as instructed by the Engineer-in-Charge or as follows:

a) All unused scrap steel bar/ structural steel sections/pipes materials etc., (Free issue by owner) shall be the property of the owner and the same shall be returned by the contractor category-wise at their own cost to Owner's store. The weighment slip issued by the Warehouse (in original) is required to be attached along with the final bill/ material reconciliation statement. In case, the material is supplied by the contractor, as per their scope of work, the scrap material generated out of the same should be taken out at their own cost before the settlement of the final bill.

b) Insulation material (either issued by owner to the contractor or supplied by contractor) shall be kept in the area allocated by owner. During the insulation activities, the contractor should keep the work area clean on day-to-day basis. On completion of insulation job, all debris/packing should be taken out to the designated location or as directed by the Engineer in charge for disposal at their own cost before the settlement of the final bill.

80.4 The financial implication of above, if any, should be taken care of in the quoted rates; and no separate claim shall be entertained on this account. The final bill of the contractor shall be linked with the area cleaning in all respects, including removal of shuttering material, disposal of debris/scrap etc. to the entire satisfaction of Engineer-in-Charge.
81. **FINAL DECISION AND FINAL CERTIFICATE:**

Upon Expiry of the period of liability and subject to the Engineer-in-Charge being satisfied that the works have been duly maintained by the contractor during monsoon or such period as herein before provided in clause 72 and that the contractor has in all respect duly made up any subsidence and performed all his obligations 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 of 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 proceedings 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 by 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 him self 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 (I) 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 BPCL 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 concerned Director (herein after named as Director) of the BPCL or of some officer of the BPCL who may be nominated by the concerned 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 BPCL 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 BPCL 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 not withstanding his transfer or vacation or office as an Officer of the BPCL 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 such Director of the BPCL 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/(Ernakulam-in the case of Kochi Refinery), 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/(Ernakulam-in the case of Kochi Refinery), 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/(Ernakulam-in the case of Kochi Refinery), for the purpose of actions and proceedings arising out of the contract and the courts at Mumbai/(Ernakulam-in the case of Kochi Refinery), only will have jurisdiction to hear and decide such actions and proceedings.
MEMORANDUM OF AGREEMENT

An agreement made this ___________ day ___________ of ____________ 20___ between BHARAT PETROLEUM CORPORATION LIMITED a Company Incorporated in India and having its registered 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

________________________________________________________________________________________
________________________________________________________________________________________
(heresin 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 thereof 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 defective 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.
100% payment will be made on the basis of actual executed quantities after satisfactory completion and due certification by BPCL 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 BPCL 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 concerned Director (herein after named as Director) of the BPCL or of some officer of the BPCL who may be nominated by the concerned 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 BPCL 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 BPCL 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 BPCL 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 such Director of the BPCL 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/(Ernakulam-in the case of Kochi Refinery), 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/(Ernakulam-in the case of Kochi Refinery), 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/(Ernakulam-in the case of Kochi Refinery), for the purpose of actions and proceedings arising out of the contract and the courts at Mumbai/(Ernakulam-in the case of Kochi Refinery), 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 Petroleum Corporation Ltd. For Bharat Petroleum Corporation Ltd.

Witness _____________________________    ________________________________
Contractor’s witness - Signature Contractor’s Signature
Name & Address: - Name & Address: -
PROFORMA OF BANK GUARANTEE
(On non-judicial paper of appropriate value)
FOR EARNEST MONEY / SECURITY DEPOSIT TOWARDS PERFORMANCE

To
Bharat Petroleum Corporation Ltd.

Dear Sirs,

M/s. ________________________________________________ have taken tender for the work ______________________CRFQ No/PO

To
Bharat Petroleum Corporation Ltd.

The tender Conditions of Contract provide that the Contractor shall pay a sum of Rs.___________
(Rupees___________________________________________) as earnest money/security deposit in the form therein mentioned. The
form of payment of earnest money/security deposit includes guarantee executed by Scheduled Bank, undertaking full responsibility to
indemnify Bharat Petroleum Corporation Ltd. in case of default.

The said_________________________________________ have approached us and at their request and in consideration of the
premises we__________________________________________________________having our office at ____________have agreed to
give such guarantee as hereinafter mentioned.

1. We___________________________________________________________________ hereby undertake and agree with you
that if default shall be made by M/s.   _____________________________________ in performing any of the terms and
conditions of the tender or in payment of any money payable to Bharat Petroleum Corporation Ltd. We shall on demand pay to
you in such matter as to you may direct the said amount of Rupees _______________________________only or such portion
thereof not exceeding the said sum as you may from time to time require.

2. You will have the full liberty without reference to us and without effecting this guarantee postpones for any time or from time to
time the exercise of any of the powers and rights conferred on you under the contract with the said _____________and to
enforce or to for bear from endorsing any power of rights or by reason of time being given to the said which under law relating
to the sureties would but for provision have the effect of releasing us.

3. Your right to recover the said sum of Rs.__________________(Rupees__________________ ____________________) from us
in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by
the said M/s.____________________________________and/or that any dispute or disputes are pending before any officer,
tribunal or court.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of
constitution or insolvency of the said______________ ____________________but shall in all respects and for all purposes be
binding operative units payment of all money due to you in respect of such liabilities is paid.

5. Our liability under this guarantee is restricted to Rupees__________________________________ Our guarantees shall remain
in force until___________________________________ unless a suit or action to enforce a claim
under____________________________________________(which is date of expiry of guarantee) all our rights under the said guarantee shall be
forfeited and shall be relieved and discharged from all liabilities thereunder.

6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has
full power to do under the Power of Attorney dated __________________granted to him by the Bank.

Yours faithfully

__________________________________________ Bank by its Constituted Attorney Signature of a person duly authorized to sign on behalf of the
bank.
BHARAT PETROLEUM CORPORATION LTD

ACKNOWLEDGEMENT

We, M/s.__________________________________________________ having office at _______________________________ received the copy of GENERAL CONDITIONS OF CONTRACT and confirm our acceptance to all the terms and conditions as mentioned herein in this General Conditions of Contract and we are hereby returning this copy of Acknowledgement duly signed.

For & on behalf of M/s.__________________________________________________________

Signature :
Name : ______________________________________________________

Designation : ______________________________________________________

( Seal / Stamp )

Place :
Date :
PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(TO BE SUBMITTED IN Rs. 100/- STAMP PAPER)

In consideration of the Bharat Petroleum Corporation Ltd., (hereinafter called "the Corporation") having agreed to exempt W.e.____________________ (hereinafter called "the said contractor(s)") from payment of Earnest Money against Tender No.____________________ Dated____________________ issued by the Corporation on production of a Bank Guarantee for Rs.____________________ (Rupees____________________ only), we____________________ Bank do hereby undertake to indemnify and keep indemnified the Corporation to the extent of Rs.____________________ against any loss or damage caused to or suffered by the Corporation by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the Tender Notice / Documents.

We,____________________ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalisation of the said Tender and that it shall continue to be enforceable till the Tender is finally decided and order placed on the successful Tenderer.

We,____________________ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalisation of the said Tender and that it shall continue to be enforceable till the Tender is finally decided and order placed on the successful Tenderer.

We,____________________ Bank Ltd. further agree that the Corporation shall be the sole judge of and as to whether the said contractor has committed any breach or breached any of the terms & conditions of the tender/or the contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation on account thereof to the extent of the earnest money required to be deposited by the Contractor in respect of the said tender or the contract and the decision of the Corporation that the said contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation from time to time shall be final and binding on us.

Notwithstanding anything contained in foregoing our liability under this guarantee is restricted to Rs._________. The guarantee shall remain in force till____________________. Unless a claim under this guarantee is made within six months from the date herein before mentioned the Corporation shall have no rights under these presents. We____________________ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Corporation in writing.

Dated the____________________ day of _____________ 19

for____________________ Bank.
during the tender process or during the execution of the contract is not legally entitled to, in order to obtain or exchange, any advantage or any kind whatsoever execution of the contract of any kind. Any violation of this principle, employees involved in the tender process or the process of giving to any of the principal's employees involved in the tender process or any other person or firm, other.

1. The Bidder / Contractor/Supplier shall not directly or through any other person or firm, offer.

2. The Bidder / Contractor/Supplier commits itself to take all measures necessary to prevent the tender process and during the contract execution.

Section 2 - Commitments of the Bidder / Contractor/Supplier

(1) The principle will inform the Tenderer's Office and in addition can fulfills its duties.

(2) The principle will exclude from the process all known prejudiced persons.

(3) The Bidder / Contractor/Supplier is required to take all measures necessary to prevent corruption and to observe the following principles:

- The principle will inform the Tenderer's Office of any material or immaterial benefit which he/she is not legally entitled to.
- The principle will inform the Tenderer's Office of any material or immaterial benefit which he/she is not legally entitled to.
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Section 1 - Commitments of the Principle

- The principle will inform the Bidder / Contractor/Supplier of the following principles:
- The principle will inform the Bidder / Contractor/Supplier of the following principles:
- The principle will inform the Bidder / Contractor/Supplier of the following principles:
- The principle will inform the Bidder / Contractor/Supplier of the following principles:

Principle 1: The principle offers a guarantee that the Bidder / Contractor/Supplier will not offer any material or immaterial benefit which he/she is not legally entitled to.

Principle 2: The principle offers a guarantee that the Bidder / Contractor/Supplier will not offer any material or immaterial benefit which he/she is not legally entitled to.

Principle 3: The principle offers a guarantee that the Bidder / Contractor/Supplier will not offer any material or immaterial benefit which he/she is not legally entitled to.

Principle 4: The principle offers a guarantee that the Bidder / Contractor/Supplier will not offer any material or immaterial benefit which he/she is not legally entitled to.

Bharat Petroleum Corporation Limited (BPL) herewith referred to as “The Principle”

INTEGRITY PACT
The bidder agrees and undertakes to pay the said amounts without protest of demand unless the said amount is not due and payable at the request of the bidder from the bidder / ContractorSupplier can prove and establish that the extension of the bidder under the contract is due to the bidder / ContractorSupplier, and is equivalent to furnish the bidder with a demand letter signed by the bidder's authorized officer or representative and the bidder agrees to pay the said amount within thirty (30) days from the date of receipt of the extension letter. The bidder / ContractorSupplier will not accompany the bidder with any other persons except those who are authorized by the bidder, as per approval of the bidder / ContractorSupplier, and shall not be permitted to enter the premises of the Contract / Contractor Supplier, unless authorized by the bidder / ContractorSupplier. The bidder / ContractorSupplier will not be permitted to use any equipment or machinery of the Contract / Contractor Supplier, unless authorized by the bidder / ContractorSupplier.
Section 1 - Independent External Monitors

The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Clerk of the Board of the Principal.

Section 2 - Independent External Monitors

The Principal will provide the Monitor with all information and documents of the Principal and the Supplier, including any information that may be relevant to the performance of his duties. The Monitor will be independent of the Principal and the Supplier and will have no loyalty or obligation to either party. The Monitor will have access to all information and documents that are relevant to his duties and will act impartially. He will be bound by confidentiality agreements and will not reveal any information received in his capacity as Monitor, except as required by law.

Section 3 - Independent External Monitors

The Principal will provide the Monitor with all information and documents of the Principal and the Supplier, including any information that may be relevant to the performance of his duties. The Monitor will be independent of the Principal and the Supplier and will have no loyalty or obligation to either party. The Monitor will have access to all information and documents that are relevant to his duties and will act impartially. He will be bound by confidentiality agreements and will not reveal any information received in his capacity as Monitor, except as required by law.

Section 4 - Independent External Monitors

The Monitor will act impartially and objectively in the performance of his duties. He will be independent of the Principal and the Supplier and will have no loyalty or obligation to either party. The Monitor will have access to all information and documents that are relevant to his duties and will act impartially. He will be bound by confidentiality agreements and will not reveal any information received in his capacity as Monitor, except as required by law.

Section 5 - Previous Transactions

Contractor/Supplier shall compensate the Principal only to the extent of the damage to the amount

As soon as the Monitor notices or believes to notice a violation of this agreement, he will inform the

Section 6 - Equal Treatment of All Bidders

The Principal will ensure that the bidders are treated equally. This includes providing equal access to information and documentation, and ensuring that all bidders are subject to the same evaluation criteria.

Section 7 - Punitive Action against Viable Bidders / Contractors / Subcontractors

The Principal will take punitive action against any viable bidders or subcontractors who violate the terms of the contract or perform unsatisfactorily. This includes the possibility of disqualification, fines, or other penalties.

The Principal will ensure that the bidders are treated equally. This includes providing equal access to information and documentation, and ensuring that all bidders are subject to the same evaluation criteria.

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Section 10 - Other Provisions

(1) This Agreement is subject to Indian Law. Place of performance and jurisdiction is the registered office of the Contractor/Supplyer.

(2) Any change and supplements as well as extension notes need to be made in writing. Stipulated and supplemented by written under headings for.

(3) The Bidder/Contractor/Supplyer is a partnership or a company, this agreement must be signed by all partners or shareholders.

(4) Should any or some provisions of this Agreement null or be invalid, the remainder of the Agreement remains valid. In this case, the parties will strive to come to an agreement to that

Agreement. If any changes is made / signed during this time, the same shall be binding and continue to be valid despite the contract has been amended.

Section 6 - Fact Duration

The word Monitor would include both singular and plural.

(1) If the Monitor has reported to the Chargeman of the Board's supervision, the action of the Chargeman under relevant Act/Competition Law of India, and the Chargeman has not within reasonable time,

(2) the Monitor may also transmit information directly to the Chargeman/Chief Commissioner.

(3) The section to proceed against such offence or offence or offence to the Chargeman/Chief Commissioner, the

(5) The Monitor will submit a written report to the Chargeman of the Board of the Principal within 6 to