P&CS (MUMBAI REFINERY)

NOTICE INVITING TENDER FOR ACOUSTIC EMISSION TESTING (AET) OF STORAGE TANKS

REQUEST FOR QUOTATION
CRFQ NO: 1000270115
E-TENDER REF: 19206
DUE DATE: 16/01/2017
REQUEST FOR QUOTATION CRFQ 1000270115 E-Tender NO.19206

1.0 INTRODUCTION

The bids are invited through E-tendering platform under two-bid system (i.e. Part 1 - Techno-commercial/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 AET OF STORAGE TANKS

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 **Acoustic Emission Test (AET) of Storage Tanks**. 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>ACOUSTIC EMISSION TEST (AET) OF STORAGE TANKS</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 or Scheduled banks approved by Reserve Bank of India. 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 -

- Vendors 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 website, 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 **16/01/2017** 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.**

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 03/01/2017 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,
INS. DEPT.,
2ND FLOOR, ANNEX. BLDG. MUMBAI REFINERY, MAHUL CHEMBUR MUMBAI 400 074
Please contact Mr. SD AGAWANE for any pre-bid meeting and technical queries on 2553 3248.

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. 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 CARRYING OUT ACOUSTIC EMISSION TEST (AET) OF STORAGE TANKS IN BPCL MUMBAI REFINERY

TECHNICAL COMPETENCY :-

1.1.1 Bidder should have carried out Acoustic Emission testing of tank bottoms, for at least 10 nos. uninsulated tanks (with Temp. up-to 65 Deg. C.) and 5 nos. insulated tanks (with Temp. from 80 to 180 Deg. C) in petroleum refineries and/or petrochemical complexes within last 3 years and must submit proof of the same.

1.1.2 The Bidder shall have minimum 5 years experience of similar job. Accordingly Bidder shall submit verifiable details of their experience profile. Details shall include plant’s name, address, details of contact person with his E-mail/ mobile/ phone nos. etc., Nature of job undertaken, Year/ Month of the job undertaken, Contract period etc.

1.1.3 One tank will be given for AET at a time. Sparing next tank for AE testing will be solely at BPCL-MR discretion and availability. Hence, it will result in multiple mobilizations and demobilizations. Bidder should have capability to mobilize resources accordingly.

1.1.4 The Bidder shall mobilize and start job within 48 hours of telephonic intimation/ written intimation from inspection representative or Engineer-In-charge of BPCL MR. Foreign vendors must have their Indian counterpart for execution of job and faster mobilization.

2.0 PAST TRACK RECORD :-

The bidder shall furnish the details of the works carried out in last five years in the following format :-

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Description of the job</th>
<th>Total Value of the job</th>
<th>Month/Year of Start</th>
<th>Month /Year of Completion</th>
</tr>
</thead>
</table>

The bidder shall also produce the certificate of completion issued by the organization where the works were completed in the prescribe format.

The bidder shall not be on Holiday list of BPCL / Any other PSU or Govt. Organization.

3.0 FINANCIAL ABILITY :-

The vendor must have carried out similar jobs as per the requirement mentioned below during last 7 years ending last day of month previous to the one in which bids are invited should be either of the following :-

- Three completed works : Each not less than 23.1 Lacs (excl taxes, duties & contingency).
- Two completed works : Each not less than 28.875 Lacs (excl taxes, duties & contingency)
- One completed work : Value not less than 46.2 Lacs (excl taxes, duties & contingency).

4.0 NET WORTH :-

Bidder should have audited Profit and Loss account and Balance sheet for last three preceding financial years up to 2015-2016. Net worth should be positive and Average Annual Financial turnover during the last three year ending 31st March 2016 should not be less than 17.325 Lacs.
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>1000270115 / N12-CIVIL/MISC SERVICE</th>
</tr>
</thead>
<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:</td>
<td><a href="mailto:lobos@bharatpetroleum.in">lobos@bharatpetroleum.in</a></td>
</tr>
<tr>
<td>Our ref.:</td>
<td></td>
</tr>
</tbody>
</table>

| RFQ No/Date: 6001000533 / 07.12.2016 | Quotation Due Date/Time: 16.01.2017/14:00:00 |

Material/Services required at:
M/s. BHARAT PETROLEUM CORPN. LTD
MUMBAI REFINERY
MAHUL,
MUMBAI - 400074
India

SUBJECT : AET OF STORAGE TANKS

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.Nigam on Mobile No.9768298601 OR 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 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.

DEVIATION :

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. SD AGAWANE - SR.MGR.INSP. on Tel # 022 # 2553 32 48.  

Basis of evaluation shall be on overall lowest quote basis.  

#The executed quantities of the SOR items may vary +/- any percentage. In case of change in L-1 status based on concluded executed quantities, the L1 bidder shall offer necessary discount to BPCL to ensure its L1 status.”

<table>
<thead>
<tr>
<th>Item</th>
<th>Material Description</th>
<th>Qty</th>
<th>Unit Delivery date</th>
<th>Unit Basic Rate (in Figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>00010</td>
<td>AET of Storage Tanks</td>
<td></td>
<td>28.12.2018</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The item 00010 covers the following services:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>9013252</td>
<td>22</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Testing TANK DIA UP TO 30 MT (Number)</td>
<td></td>
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<tr>
<td></td>
<td>ACCOUSTIC EMMISSION TESTING OF TANKS DIA UP TO 30 METER.</td>
<td></td>
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<tr>
<td></td>
<td>Service Item 10: Unit basic rate in words ________________________________</td>
<td></td>
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<tr>
<td>20</td>
<td>9013250</td>
<td>16</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Testing ANK DIA &gt; 30 M&lt;54 M (Number)</td>
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<tr>
<td></td>
<td>ACCOUSTIC EMMISSION TESTING OF TANKS DIA &gt; 30 METER &lt; 54 METER.</td>
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<tr>
<td></td>
<td>Service Item 20: Unit basic rate in words ________________________________</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>30</td>
<td>9013251</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Testing TANK DIA &gt; 54 M&lt;80 M (Number)</td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>ACCOUSTIC EMMISSION TESTING OF TANKS DIA &gt; 54 METER &lt; 80 METER.</td>
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</tbody>
</table>
Service Item 30: Unit basic rate in words ________________________________

Service Tax%____________      VAT%________________
CST%________________

* 010  SCOPE OF WORK

1.0 INTRODUCTION

Bharat Petroleum Corporation Ltd. Mumbai Refinery (BPCL MR) intends to carry out Acoustic Emission Testing (AET) of insulated and un-insulated in service Hydrocarbon storage tanks having Crude Oil, Gasoline, HSD, Naphtha, Kerosene, Furnace Oil, LSHS, Bitumen and other petroleum products at Mumbai Refinery and Jawahar Dweep (MOT) island owned by Mumbai Port Trust (MbPT).

2.0 SCOPE OF WORK BY CONTRACTOR

2.1 Surface preparation on tank shell by non-sparking methods such as polishing using sand paper.

2.2 Carry out AET of insulated and un-insulated in service petroleum storage tanks at BPCL MR & Jawahar Dweep Island.

2.3 Supply of safety gears such as safety shoes, hard hats, goggles, coveralls etc for contractor's personnel entering the Refinery and all personal protective equipments (PPE) required for the job.

2.4 Transportation of equipment and manpower as follows
2.4.1 To BPCL Mumbai Refinery/MbPT Jawahar Dweep.
2.4.2 Inside BPCL Mumbai Refinery.
2.4.3 To/from BPCL Mumbai Refinery to Jawahar Dweep.
2.4.4 At Jawahar Dweep.

2.5 All arrangement and expenses of travel, lodging/boarding and local transport of equipment/manpower during the contract period.

2.6 Power source for carrying out job shall be arranged by contractor.

2.7 Submitting the draft report and final report after completion of job.

3.0 SCOPE OF WORK BY BPCL MR

3.1 Providing tank in still condition at desired level.
3.2 Necessary scaffolding wherever required. 
3.3 Removal of insulation wherever required.
3.4 Transportation by launch to/from jetty to Jawahar Dweep.
4.0 SCOPE OF SUPPLY BY CONTRACTOR

4.1 All equipment, manpower, protective clothing and safety gears.

4.2 Any other item essential to carry out AET job, but not explicitly mentioned in BPCL's scope of supply.

5.0 TECHNICAL CONDITIONS

5.1 Un-insulated tanks contain the petroleum products at temperature less than 65 deg. C.

5.2 Insulated tanks contain the petroleum products at higher temperatures given below. Hence, contractor shall design and use the suitable device between sensors and tank wall for capturing of signal from high temperature tank wall. However, actual temperature of shell for each tank may be measured by contractor before start of work.

5.2.1 Bitumen : 150 to 180 deg C.

5.2.2 Long residue (LR): 80 to 90 deg. C.

5.2.3 Waxy : 80 to 100 deg. C.

5.3 No hotwork or grinding will be permitted on tank shell.

5.4 Test procedure used shall have proven track record for carrying out AET.

5.5 The tanks that shall be examined by AET will contain the petroleum products from 50% to 100% of safe filling height.

5.6 Contractor shall use battery operated equipment wherever possible.

5.7 Extraneous noise sources shall be removed suitably for enabling analysis of data.

5.8 All activity from tank recorded above the system threshold shall be graded A to E (least to most) and corrected for tank type, size, test threshold and product.

5.9 All activity located on the tank floor, including corrosion, leakage, over-stress, etc shall be shown on tank plot, based on a first hit location analysis of signal hitting three sensors.

5.10 Further evaluation of highly active sources shall be carried out for further improvement of location accuracy or evaluation of source activity and characteristics.
5.11 AE examination report shall include the test set ups, calibration details, calibration procedure, probe locations and detail, average continuous signal level, activity rating, grades, re-test periods, severe localized corrosion areas, potential leak sites, potential leak data, graphical source analysis, cluster analysis, condition of tank, located all data 2D view and 3D view, potential leak grades plotted on tank bottom drawing with their co-ordinates/ energy etc. Grading shall include overall grade, potential leak grade and composite grade. All the findings shall be recorded and produced on graphical plot of tank. The report shall also include grade wise number of locations.

5.12 AE examination shall be performed by ASNT level II operator and the report shall be approved by ASNT level III person.

5.13 Any observation of immediate concern shall be immediately highlighted.

5.14 Jobs shall be executed in co-ordination with other agencies working at the same location simultaneously.

5.15 Contractor shall submit the draft report within 24 Hrs after completion of work and submit the final comprehensive report within a week from the date of completion of work.

5.16 Contractor shall obtain required permission and entry passes from MbPT at their cost.

5.17 Contractor shall ensure that all entry passes for entry in Mumbai Refinery and MbPT area are kept valid for complete duration of Contract.

5.18 Rates quoted shall remain firm throughout the contract period.

6.0 SPECIAL CONDITIONS

6.1 All the work shall be immediately suspended on instruction from BPCL MR Engineer-In-charge or in case of emergency.

6.2 The tanks will be taken up for AET as and when required by BPCL, depending upon operational availability.

6.3 One tank will be given for AET at a time. Hence, it will result in multiple mobilizations and demobilizations. No separate payment will be made for any mobilizations / demobilizations. However, BPCL may try to offer simultaneously more than one tank also.

6.4 The work shall be required to be carried out at any time of the day including holidays and Sundays depending on exigency of work.
6.5 The contractor shall mobilize and start job within 48 hours of telephonic intimation from inspection representative or Engineer-In-charge of BPCL MR.

Delivery date for completion of AET on each tank :- After handing over of each tank for AET testing, contractor has to complete the AE testing of each tank within 12 hrs of tank handing over time.

LD CLAUSE :-
"In case of delay beyond 12 hrs of tank handing over for AE testing, LD @ 0.5% per day or part thereof upto a maximum of 5% of the total contract value shall be recovered"

6.6 In case of emergencies and shutdowns, the contractor shall be required to start work at a shorter notice. The contractor shall keep his Cell phone / Fax / Landline phone connections/e-mail available at all time.

6.7 The contractor shall agree to keep all the information and documents provided by BPCL MR in connection with this work, strictly confidential. No information shall be passed on to any contractor without prior approval of BPCL MR Engineer-In-charge.

6.8 Quantities mentioned are tentative and can vary. There is no guarantee of minimum work under this contract.

6.9 Contractor has to submit the details about instrument and its calibration procedure.

6.10 Contractor shall submit and take approval of the detailed job execution plan from BPCL MR Inspection department Engineer-In-charge prior to start the job.

6.11 Contractor shall submit the list of clients where similar job has been executed in India and/or abroad for last 5 Years.

6.12 Contractor shall supply and ensure use of proper PPE (Personal Protective Equipment) while working inside Refinery.

6.13 Contractor shall ensure proper working of the equipment during working inside the Refinery. In case of malfunctioning of equipment or any part thereof, contractor shall take immediate action for rectification or replacement of part or complete equipment within two days failing which BPCL MR shall have the right to terminate the contract without assigning any further reasons. Under such circumstances no payment shall be made.

6.14 Contractor shall arrange the necessary gate passes for regular entry of the manpower to the Refinery as per the rules of the Refinery. Safety training
will be given by Refinery Learning Centre/ Refinery safety Dept. However, all other formalities required for preparation of entry gate passes shall be carried out by contractor at their cost.

6.15 All Safety Rules & Regulation to be followed. All personnel shall use hard hat, safety shoes, boiler suit/ full sleeve overcoat and other PPEs in plant area which shall be arranged by the contractor.

6.16 No mobilization advance or charges will be paid to the contractor. All the payments will be made after completion of work, certification by BPCL MR Engineer-In-charge and submission of reports to BPCL MR and acceptance of the report by BPCL MR.

6.17 In case contractor keeps/stores any items/equipment inside Refinery, it will be at the risk of the contractor.

7.0 MEASUREMENT OF WORK

7.1 Tank inside diameter will be considered for arriving at the selection of applicable item rate.

8.0 CONTRACT DURATION

8.1 Contract duration shall be for a period of 24 months from the date of contract.

9.0 BIDDERS QUALIFICATION CRITERIA

9.1 Bidder should have carried out Acoustic Emission testing of tank bottoms, for at least 10 nos. un-insulated tanks and 5 nos. insulated tanks in petroleum refineries and/or petrochemical complexes within last 3 years and submit proof along with technical bid.

9.2 One tank at a time can be spared for AE Testing. Sparing next tank for AE testing will be solely at BPCL-MR discretion and availability. Hence, it will result in multiple mobilizations and demobilizations. Bidder should have capability to mobilize resources accordingly.

9.3 Bidder should have capability to mobilize resources accordingly and any deviation is NOT acceptable

9.4 The contractor shall submit verifiable details of their experience profile. Details shall include plants name, address, contact person, nature of job undertaken, period etc.

10.0 PAYMENT TERM

10.1 100% payment will be made based on executed quantities only after completion of work and submission of final report and its acceptance by BPCL MR Inspection Engineer-In-charge.
10.2 There will be a deduction of 10% of the billed amount as the retention money at the time of payment of each bill and the amount will be released after completion of defect liability period of six month.

10.3 In lieu of retention money, contractor shall submit bank guarantee of equivalent amount of retention money along with acknowledgement of purchase order valid for defects liability period of six months.

11.0 QUOTATION / BIDDING

The quotation shall be submitted on two-bid basis, viz. technical and commercial separately. The technical bid and commercial bid will be same in all respects except the quoted rates will be kept blank in technical bid.

12.0 DOCUMENTS TO BE SUBMITTED ALONG WITH TECHNICAL BID:

Bidder shall ensure that the following documents are included in the technical portion of the bid, failing which the bid shall not be considered for further evaluation.

12.1 Documents related to bidders qualification criteria.
12.2 Number of hours required for actual setting and testing time from the time the tank is made available to them in still condition.
12.3 Maximum temperature of the tank shell on which contractor has done scanning.
12.4 Tank temperature limit for the sensors and the proposed system for scanning.
12.5 Un-priced copy duly signed/stamped.
12.6 All other documents mentioned in attachments to tender.
12.7 Comply/ Deviation statement shell be submitted against each clause of Tender document. Offer may not be considered for Technical evaluation without this statement.

13.0 LIQUIDATED DAMAGES

If the contractor is not able to complete the work by the date as specified above for reasons attributable to him, liquidated damages shall be levied to contractor.

* 020 GENERAL TERMS & CONDITIONS
* 030 SPECIAL SAFETY CONDITIONS
* 040 FINANCIAL DETERRENT FOR VIOLATION
* 050 MEMORANDUM OF AGREEMENT
* 060 FORM-A
* 070 GCC DOCUMENT ATTACHED IN E-TENDER DOCUMENT
* 080 REGRET PROFORMA
* 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. GCC DOCUMENT ATTACHED IN E-TENDER DOCUMENT
8. REGRET PROFORMA
9. INSTRUCTION FOR BIDDING
To: M/s. BPCL ESTIMATE MUMBAI - 400038 India (300648)

Collective RFQ No. : 1000270115

Our Reference: 

RFQ No. : 6001000533 

Subject: 

Due Date : 16.01.2017

Due Time : 14:00:00

To,

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

Purchase Group : N12-CIVIL/MISC SERVICE
GENERAL TERMS & CONDITIONS

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 is 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 equipments taken on loan for executing the work to respective department, immediately, on completion of work.
भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड (बीपीसीएल), रिफ़्राइनरी
सामान्य निवंधन एवं शर्तें
सभी ठेकेदारों से अपेक्षित है कि :

1. ठेका मिलाने पर ठेड़र दर्दनाक से संलग्न "करार झापन" के अनुसार बीपीसीएल के साथ करार करें।

2. रिफ़्राइनरी के सुरक्षा विनियमों और विशेषकर सामान्य अधिनियम एवं सुरक्षा विनियम - भाग II (नवीनतम संस्थापित) पुरातत्त्व में दिये गये विनियमों का पालन करें और साथ ही यह सुनिश्चित करें कि उनके कर्मचारी काम करने समय फेडरल अधिनियम (नवीनतम संस्थापित) में दिये गये सुरक्षा उपकरणों का उपयोग करें रहे हैं। हमारे साइट पर्यवेक्षक की अपेक्षा के अनुसार सुरक्षा उपकरण का उपयोग न करना, ठेका रद्द करने के लिए पर्याप्त कारण है। साथ ही, यदि यह पाया गया कि मन्दिर असुरक्षित रूप से कार्य कर रहे हैं तो साइट कार्य स्थगित किया जाएगा और कार्य स्थगित किये जानें के कारण होने वाली लागत / क्षति ठेकेदार द्वारा बहन की जाएगी।

3. बीपीसीएल को सभी दावे, लागत एवं खुलक से एवं उसके प्रति वक्रमेत्य शक्तिपूर्वी अधिनियम 1923 और 1933 तथा उसमें दिये गये किसी संशोधन के तहत तथा शक्तिपूर्वी रखा जाएगा और ठेकेदार वृत्ति: उसके लिए जिम्मेदार होगा।

4. किसी भी मन्दिर या व्यक्ति या व्यक्तियों या संघटन को कुर्फरस्ता एवं चौट से सुरक्षित रखने के योग्यता और समुचित प्रतिपादन हर वक्त बनाने होंगे। यह आपके परिचालन से या उसके कारण उपचार हो या अन्य संसूचक उपचार हो, उससे तुरंत ममत्त करें, उसे ठीक करें और चुकाए तथा क्षति, हानि, लागत या खुलक जो कर्म के हुआ हो या कंपनी, किसी व्यक्ति या व्यक्तियों या संघटन को उसके कारण हुआ हो उससे शक्तिपूर्वी तथा अहानकर रखा जाएगा और कंपनी को सभी कार्यवाहियों, सुधार, कार्यवाहियों, दावों तथा मांगों और उसके प्रति जो खुद भी या किसी भी कारणबाज हो से शक्तिपूर्वी रखा जाएगा।

5. रिफ़्राइनरी परिसर में ठेकेदार के कार्यक्रमों के प्रवेश / निकास के लिए अपनी गौरवित योग्यता का पालन करें। ठेकेदारों के अनुश्रूप पर बीपीसीएल द्वारा ठेकेदारों के कार्यचारी को दिये गये प्राधिकृत पोटोपास दिखाने पर ही उन्हें रिफ़्राइनरी में प्रवेश दिया जाएगा।

6. ठेका का काम करने के लिए बीपीसीएल द्वारा इंजीनियर द्वारा दिये गये समय का पालन करें।

7. सुरक्षित रूप से काम करने के लिए जगह और वातावरण बनाए रखें।

8. साइट की सफाई दैनिक रूप से करें और काम से उत्तर हुए मलबे / कचरे को रिफ़्राइनरी के बाहर ले जाकर इस तरह नहीं करें जो उसका प्रभाव परिवर्तन न पड़े और स्वच्छ, नियमितता तथा सफाई पारिवर्तन को सिकूदिये न आए। नियमों के लिए रिफ़्राइनरी के बाहर मलबा और कचरा देने का गेट पास को प्रस्तुत करने के बाद ही अंतिम विना पुरालेख के लिए पारित किया जाएगा।

9. ठेकेदार द्वारा दिये गई एवं रिफ़्राइनरी के अंतर लाख जानवाली सामग्री के लिए बीपीसीएल में गेट पर सिकूदिये टैंक द्वारा सिकूड टैंक के गेट पास को प्रस्तुत करने के लिए निर्देशित किया जाएगा।

10. भूते जानवाली चाली एक साइट बोर्ड बनाए और उसे कार्य स्थान के पास लगाएं:

<table>
<thead>
<tr>
<th>क.</th>
<th>ठेकेदार का नाम</th>
</tr>
</thead>
<tbody>
<tr>
<td>ख.</td>
<td>कार्य का स्थान, संस्थापित में</td>
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<td>ग.</td>
<td>कार्य शुरू करने का तारीख</td>
</tr>
<tr>
<td>घ.</td>
<td>कार्य समाप्ति की अपेक्षित तारीख</td>
</tr>
<tr>
<td>ई.</td>
<td>बीपीसीएल पर्यवेक्षक का नाम</td>
</tr>
</tbody>
</table>

11. कार्य निर्देशन हेतु, किरदारों पर दिये गये सभी अन्तिम / सुरक्षा तथा अन्य उपकरण, कार्य समाप्तिपर, संबंधित विषय को लोड हार्ट।
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.

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

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

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

10. Supply the materials 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 materials issued by BPCL.

11. 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.

12. 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.

13. 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.

14. 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.

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

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

***************
12. यह नोट किया जाये की ठेके का पूरा काम टेंडर / ठेके दस्तावेज में दी गयी सम्यावधि र मूल निर्देश जाना चाहिए। यदि ऐसा नहीं होता है तो ठेके दस्तावेज में विनिर्देश किए अनुसार कार्य जारी रखना सीधे आता है।

13. बीपीसीएल से विनिर्देश अनुसार निर्देश दिना उप ठेकेदार नियुक्त न करें या ठेके के कार्य का कोई भी भाग उप ठेकेदार को न दे।

14. यदि ठेके में हदिये गये निवेशन के पूर्व शीर्षक ठेकेदार काम नहीं कर पाएं तो ठेके को समाप्त करने और / या पूरा ठेकेदार के जोखिम और लागत पर अन्य एवं/सही से यह काम पूरा करने का अधिकार बीपीसीएल अपने पास रखेगा।

15. ठेके के अनुसार काम करने के लिए दी गयी नज़र / रोड को काम पूरा होते ही खाली कर दें और साफ सुधार हिस्से में उस जगह को बीपीसीएल प्रभारी इंजीनियर को सौंप दें।

16. काम समय होते ही, काम करने के लिए विनिर्देश के अंदर लाए सभी कंट्रूक्शन उपकरण / सामग्री की रिकार्ड परिसर के बाहर निकाल दें क्योंकि रिकार्ड परिसर में ऐसी चीजों के भंडारण को अनुमति नहीं है।

17. यह नोट करें की ठेका देते समय जो दर / मूल्य निर्धारित किया गया वही ठेके की पूरी अवधि और ठेके का काम पूरा होने तक लागू रहेगा और इस संबंध में किसी भी कारण के लिए मूल्य बदलता नहीं जाएगा। साथ ही, मदद के बाद गये प्रभाव में प्रभावित दर पर, सभी लागू कर तथा शुल्क शामिल होगे।

18. मॉडलकार इंजीनियर अनुसूची करने से पहले बीपीसीएल बेचरीहाउस से चर्चाविवेच आधार पर जानी की गयी, सभी सामग्री के लिए रिकार्ड कर कर्मचारी, विशेष रूप से यदि ठेका दस्तावेज में उसे नहीं दर्जा दिया गया हो तो।

19. कार्य के भेद में बीपीसीएल अपने पास यह अधिकार सुरक्षित रखता है कि यह ठेके को दो या अधिक चौड़ीयाँ के बीच में पूरा: या अंत: विभाजित करें।

20. टेंडर / ठेके दस्तावेज के अनुसार सामग्री की आवश्यकता करें और ठेके के अनुसार बीपीसीएल रूप दी गई सभी सामग्री का रेकॉर्ड रखें ताकि काम पूरा होने के बाद सामग्री का हिस्सा लागू कर सकें। यदि बीपीसीएल दर पर दी गयी सामग्री का पूरा अनुमति नहीं मिलता है तो उस कमी / हानि / अस्वाद के लिए ठेकेदार सम्मेलन रखेगा।

21. यह नोट किया जाये कि बीपीसीएल प्रभारी इंजीनियर के प्रमाणिकरण के बाद, किसी भी वास्तविक काम की मात्रा पर विवरण जाना जाएगा। टेंडर / कार्य दस्तावेज में दी गयी मात्रा केवल अनुमानित है, इन मात्रा के आधार पर भुगतान नहीं किया जाएगा।

22. रिकार्ड, छुट्टी के दिन या सामान्य कार्य समय के बाद काम करने के लिए प्रभारी इंजीनियर से लिखित में पूर्व अनुमति ही लें।

23. ठेका कार्य करने के लिए आपके द्वारा लाए गए कामकाज / मजबूती की पहचान, आचरण और इमामदारी के प्रति आप पूर्तता: जबाबदार रहें और यह सुनिश्चित करें कि उनमें से कोई भी कमी भी राष्ट्र लोगों की गतिविधियों में शामिल नहीं हो।

24. प्रस्ताव देने से पहले, यदि आवश्यक हो तो साहित्य पर जाकर और संबंधित बीपीसीएल इंजीनियर के साथ विचार - विचार कर, कार्य को अधीन तरह समय लें।

25. ठेके का अवधि के दौरान बीपीसीएल रिकार्डर में ठेकेदार को लागू सभी नियम और विनियम का पालन किया जाना चाहिए।

26. ठेके के काम के लिए ठेकेदार द्वारा रिकार्डर परिसर में उपयोग किये जानेवाले सभी चीजों के पास वैध प्राप्त किया जाना चाहिए।

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यह हिंदी अनुवाद है, किसी भी विचार को रिस्टी में अग्रेज़ी पाठ ही रिस्तियां होगी।
BHARAT PETROLEUM CORPORATION LTD.
(INCORPORATED IN INDIA)
MUMBAI REFINERY

MEMORANDUM OF AGREEMENT

CONTRACT AGREEMENT FOR THE WORK OF ________________________________

DATED ________________________________

between

M/s. ________________________________ in the town of ________________________________

hereinafter called the "CONTRACTOR"

(which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and the Bharat Petroleum Corporation Limited hereinafter called the "OWNER" (which term shall, unless excluded by or repugnant to the subject to context include its successors and assignees) of the other part.

WHEREAS

A. The Owner being desirous of having provided and executed works mentioned, enumerated or referred to in the tender documents including Short Tender Notice, General Tender Notice, General Conditions of Contract, Special Conditions of Contracts, Specifications, Drawings, Plans, Time Schedule for Completion of jobs, Agreed Variations, other documents, has called for Tender.

B. The contractor has inspected the site and surroundings of the works specified in the tender documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface strata, soil, sub-soil and ground, the form and the nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and material necessary for the execution of work, the means of access to site, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances, or interferences to or with the execution and completion of the work to be carried out under the Contract and has examined and considered all other matters, conditions and things and probable and possible contingencies and generally all matters incidental thereto and ancillary and thereof effecting the execution and completion of the works and which might have influenced him in making his tender.

C. The Notice Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Specification, Drawings, Plans, Time Schedule of Jobs, and other documents, copies of all which are hereto annexed and marked "A", the letter of submission of tender and Acceptance of Tender and statement of agreed variations with its enclosures, copies of which are also hereto annexed and marked "B" form part of his contract though separately set out herein and or included in the expression "CONTRACT" wherever herein used.

And Whereas:

The Owner accepted the Tender of the Contractor for the Provision and the execution of the said work at the rates stated in the Schedule of Quantities of works and finally approved by Owner (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of contract.

Now this Agreement Witnesseth And, it is hereby agreed and declared as follows:-

In consideration of the payment to be made to the contractor for the work to be executed by him, the contractor hereby convenants with the owner that the contractor shall and will duly provide, execute and complete the said works and shall do and perform all other acts and things in the contract mentioned or described or which are to the implied therefrom or may be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.
In consideration of the due provision, execution and completion of the said works, the Owner does hereby agree with the contractor that the Owner will pay to the contractor the respective amounts for the works actually done by him and approved by the Owner at the Schedule of Rates and such other sum payable to the contractor under provision of Contract, such payments to be made at such time in such manner as provided for in the contract.

AND

In consideration of the due provision, execution and completion of the said works the contractor does hereby agree to pay such sums as may be due to the Owner for the services rendered by the owner to the contractor, such as power supply, water supply and other as set for in the said contract and such other as may become payable to the Owner towards the controlled items of consumables materials or towards loss, damage to the Owner equipments, materials, construction equipments and machinery, such payments to be made at such time and in such manner as is provided in the contract.

It is specifically and distinctly understood and agreed between the Owner and the Contractor that the contractor shall have no right title or interest in the site made available by the Owner for the execution of the work or in the buildings, structures or works executed on the said site by the contractor or in the goods, articles, materials etc. brought on the said site (unless the same specifically belongs to the contractor) and the contractor shall not have or dressed to have any lien whatsoever charge for unpaid bills nor will be entitled to assume or retain possession or control of the site or structures and the Owner shall have and absolute and unfettered right to take full possessions of the site and remove the contractor, their servants, agents and materials belonging to the contractor and lying on the site.

The contractor shall be allowed to enter upon the site for execution of the works only as a licenses simpliciter and shall not have any claim, right, titles or interest in the site or the structures erected thereon and the Owner shall be entitled to terminate such licence at any time without assigning reason.

The materials including sand, gravel, stone, loose earth, rock etc., dug up or excavated from the said site shall, unless otherwise expressly agreed under this contract, exclusively belong to the Owner and the contractor shall have no right to claim over the same and such excavations and materials should be disposed off on account of the Owner according to the instructions in writing issued from time to time by the Engineer-in-Charge.

In witness whereof the parties have executed these presents in the day the year first above written.

Signed and Delivered for and on behalf of Owner i.e.
Bharat Petroleum Corporation Limited

DATE __________________________
PLACE __________________________

In Presence of Two Witnesses

BPCL witnesses - Signature, Name & Address :
1. __________________________________
2. __________________________________

Contractor’s witnesses-Signature, Name & Address :
1. __________________________________
2. __________________________________
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, scaffolders, 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.
विशेष सुरक्षा शर्तें
(अनिवार्य आवश्यकता)

परामर्शदाता, ठेकेदार या अन्य तीसरी पार्टी द्वारा रिक्रिएशन में
किये जाने वाले सभी कार्य के लिए लागू सुरक्षा शर्तें

1. संवैधानिक आवश्यकता का अनुपालन
   रिक्रिएशन में काम करने वाले परामर्शदाता, ठेकेदार या अन्य तीसरी पार्टी निम्न का पालन करेंगे:
   व) “अभियंता विविध” (अभियंता संबंधित) में निर्देश रिक्रिएशन के सुरक्षा विविध में का पालन करना।
   ख) काराखाना अभियंता 1948 के तहत सभी अवधीकरण और उसके परोक्ष अवधीकरण सहित दिन महाराष्ट्र काराखाना अभियंता 1963 में बनाए गए नियम।
   ग) वर्तमान में लागू परीक्षणीय विविध तथा परीक्षण द्वारा संबंधित रिक्रिएशन में प्रचलित प्रणालियों एवं प्रक्रियाओं।

2. कार्य के लिए नियुक्त किये जाने वाले व्यक्तियों की पारंपरिक एवं अनुभव
   ठेकेदार केवल अनुभवी और योग्यता सुझावित एवं मनुष्यों को नियुक्त करें जिन्हें रिक्रिएशन की सुरक्षा एवं
   परीक्षणीय विविधों की पूरी नियुक्ति है।
   फिरस्त पर कार्य (आपने कार्य के व्यविधिक दायित्व, दायित्व, हास्यक्रम, सामान्य साक्षात्कार इत्यादि) करने के
   लिए न्यूज़लेटर आह्वान निम्न होने पर प्राथमिक नियुक्ति और परीक्षणीय विविध एवं परीक्षण 
   - 3 वर्षों के अनुसार साहित्य इंजीनियरिंग की संबंधित शाखा में फिल्ट्रोडो या
   - एचएमएस \ संबंधित क्षेत्र में आईटीआई के साथ 10 वर्षों का अनुभव
   साथ ही सुरक्षावालों को अभियंता मानव दर्शक स्थान होगा। ताकि वे सुरक्षा परीक्षण, कार्य
   अनुभव, यूवा स्कल के और फिल्ट्रोडों के द्वारा दिये गये सुरक्षा प्रशिक्षण प्रारंभ का स्वागत करें।
   और मूल्यांकन परीक्षा में सफल होने पर प्राथमिक नियुक्ति और परीक्षणीय विविध होगा।
   सुरक्षावालों का पिछला कार्य अनुभव उसी कार्य के लिए होगा प्राप्त की नियुक्ति के लिए उन्हें नियुक्त किया
   गया है।

3. स्वास्थ्य संबंधी आश्वासन
   ठेकेदार के कुल आयात में जैसे रिसर्स केंड्रों, टेलिकॉम, फिल्टर क्रेन ऑपरेटर्स अन्य विशेष उपकरण
   चालवानाओं जैसे टेलीटेक्स, पारी जनरेटर इत्यादि के पास संबंधित कार्य के लिए परीक्षण पिछला अनुभव
   और कौशल्य होगा प्राप्त होगा। कार्य के लिए नियुक्ति किये जाने वाले इलेक्ट्रिकीशन के पास वैश्विक
   लाइसेंस होगा प्राप्त होगा।

3. स्वास्थ्य संबंधी आश्वासन
   ठेकेदार के कुल आयात में जैसे रिसर्स केंड्रों, टेलिकॉम, फिल्टर क्रेन ऑपरेटर्स अन्य विशेष उपकरण
   चालवानाओं जैसे टेलीटेक्स, पारी जनरेटर इत्यादि के पास संबंधित कार्य के लिए परीक्षण पिछला अनुभव
   और कौशल्य होगा प्राप्त होगा। कार्य के लिए नियुक्ति किये जाने वाले इलेक्ट्रिकीशन के पास वैश्विक
   लाइसेंस होगा प्राप्त होगा।

4. कार्य के लिए सामान्य समय तथा मैनप्युल के उपयोग पर प्रतिबंध
   ठेकेदार इस समय वायुसेना के अधिकारिक तथा समय द्वारा फिल्टरोडों का उपयोग करके दिये गये समय में
   मैनप्युल के साथ संबंधित समय में काम पूरा हो जाए। जैसे इस मैनप्युल के उपयोग करने वाले
   ठेकेदार को फिल्टरोडों के समय जीता महत्व दिया जाएगा।
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. 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. प्रशिक्षण

5.1 अर्धवार्षिक

रिश्राउरी में कोई भी काम शुरू करने से पहले सभी ठेकेदार के कर्मचारियों के लिए अभि एक सार्थक को प्रशिक्षण अर्धवार्षिक है।

5.2 ठेकेदार के प्रोफाइल, पार्टनर, डायरेक्टर एवं मैनेजर का प्रशिक्षण

(क) रिश्राउरी में इनके कार्य की आवश्यक जिम्मेदारी जिनकी होती है उन ठेकेदार के प्रोफाइल, पार्टनर, डायरेक्टर या मैनेजर को एक दिन के सुरक्षा संबंधी व्यापक कार्यक्रम में भाग लेना होगा।

(ख) यह कार्यक्रम तिथि में एक बार प्रति साल उपहार अडिटोरियम में अंि एक सार्थक को प्रशिक्षण दिया जाएगा। इसकी जानकारी पहले से दी जाएगी।

(ग) कार्यक्रम पूरा होने के बाद, प्रत्येक प्रतिभागी को एक प्रतिभागित प्रमाणपत्र दिया जाएगा। जो रिश्राउरी प्रत्येक साल जारी करने के लिए आवश्यक होगा।

5.3 पर्यवेशकों का प्रशिक्षण

(क) ठेकेदार के पर्यवेशकों को “रिश्राउरी में स्थायी, सुरक्षा एवं व्यापारिक विषय पर दो दिन का प्रशिक्षण लेना होगा। इसके बाद “कार्य परिमित प्रणाली” पर एक दिन का प्रशिक्षण लेना होगा।

(ख) उपरोक्त दोनों में से प्रत्येक मापांक प्रशिक्षण समाप्त होने पर लिखित परीक्षा लिया जाएगी।

(ग) यह परीक्षा सफलतापूर्वक उत्तीर्ण करनेवाले पर्यवेशकों को मिलने के अंतिम दिन उत्तीर्ण प्रमाणपत्र दिया जाएगा।

(घ) पर्यवेशकों को दिया गया उत्तीर्ण प्रमाणपत्र एक साल के लिए वैध होगा।

(ङ) वैध प्रमाणपत्र के कारण किसी भी पर्यवेशकों को रिश्राउरी प्रत्येक प्राप्त नहीं दिया जाएगा।

5.4 कर्मचारियों का प्रशिक्षण

(क) कार्य शुरू करने से पहले ठेकेदार के कर्मचारियों को “रिश्राउरी में सुरक्षा” पर एक दिन का बधास रूप प्रशिक्षण लेना होगा।

(ख) प्रशिक्षण समाप्त होने पर, सुरक्षा अनुभाग द्वारा “उपस्थिति प्रमाणपत्र” दिया जाएगा।

(ग) यह “उपस्थिति प्रमाणपत्र” एक साल की अवधि के लिए वैध होगा।

(घ) यह प्रमाणपत्र दिखाने के बाद ही रिश्राउरी प्रत्येक प्राप्त नहीं दिया जाएगा।

5.5 रिमैस्ट्र प्रशिक्षण

(क) पर्यवेशकों के कर्मचारियों को सुरक्षा अनुभाग की आवश्यकतानुसार समय समय पर रिमैस्ट्र प्रशिक्षण लेना होगा।

(ख) प्राथमिक प्रशिक्षण की तरह ही रिमैस्ट्र प्रशिक्षण के विषय एवं पद्धति होगी।
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 annexeure-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.
5.6 प्रशिक्षण का प्रशासन

(क) यह अनिवार्य प्रशिक्षण रिजिस्ट्रीनरी अनि एवं सुरखा विभाग द्वारा फायर फ्लेश ओडिटरियम में निरुपक्ष आयोजित किये जाएंगे।

(ख) पर्यवेक्षकों के लिए एक तीन विशेष प्रशिक्षण कार्यक्रम प्रदर्शन मौही के व्यक्ति में तथा मन्दिरों के लिए 10 दिन व अंतराल पर तीन, एक दिवसीय प्रशिक्षण कार्यक्रम आयोजित किये जाएंगे।

(ग) चालू मौही के लिए प्रशिक्षण को नियत तिथि की सूचना तेलेफोनी को देने के लिए उसका शेड्युल फिलहाल मौही की 25 तारीख तक मैटेनेंस प्लानिंग, ऑफिस इंजीनियरिंग, कोडरिक्क्स एवं पर्यावरण एवं इस्टेड्स (पीएणय्ड) को दिया जाएगा।

5.7 अपने कर्मचारियों को प्रशिक्षण देने के लिए तेलेफोनी की जिम्मेदारी

(क) तेलेफोन को सुनिश्चित करना चाहिए कि उनके सभी पर्यवेक्षकों ने सुरखा प्रशिक्षण लिया है और ऐसे प्रशिक्षण के दशकों में सुनिश्चित रखा है। वह यह भी सुनिश्चित करेगा कि उसके प्रस्ताव कर्मचारी को अपने निरीक्षक द्वारा रिजिस्ट्रीनरी में काम करने हेतु पर्यावरण प्रशिक्षण मिला है और उन्होंने उसे समझा है।

(ख) अपने कर्मचारियों को दिये गये प्रशिक्षण का रिकार्ड तेलेफोन को रखना चाहिए। इस किकेड कैर्ड का नाम रख सकते हैं। वह यह भी सुनिश्चित करेगा कि उसके प्रस्ताव कर्मचारी को उनके निरीक्षक द्वारा रिजिस्ट्रीनरी में काम करने हेतु पर्यावरण प्रशिक्षण मिला है और उन्होंने उसे समझा है।

(ग) रिजिस्ट्री में रखे गए रिकार्ड प्रभारी इंजीनियर या उनके प्रतिनिधि, जो अनुमोदन के रूप में रिमिट्सर पर स्थानांतर करें, द्वारा जांच के लिए उपलब्ध होने का आश्वस्त करें।

(घ) तेलेफोन के द्वारा दिया जानेवाला प्रशिक्षण निर्देशन बार हो सके उसके बार दिया जाना चाहिए। इस प्रशिक्षण कार्यक्रम के बीच 15 दिन से ज्ञात का अंतराल नहीं होना चाहिए।

(ड) तेलेफोन के द्वारा पर प्रशिक्षण दिया जाना अप्रतिबिध्य है और वह कम से कम 1 घंटे का होना चाहिए। ऐसे प्रशिक्षण के समय तेलेफोन को स्वयं उपस्थित रहकर प्रशिक्षण की प्रक्रिया आगे बढ़ानी चाहिए।

6. रिफरेरेंस प्रवेश पार्श सार्वजनिक करना

टेलेफोन को मिलाने पर और काम शुरू करने से पहले टेलेफोन दें।

(क) प्रस्ताव कर्मचारी के संबंध में पॉर्ट में दर्शाया जाए (अन्तर्गत अनुसार - 2) के अनुसार बायो-डेटा, मेडिकल प्रामाणिक एवं) संचालन करते हुए अनुसार। भरे।

(ख) पॉर्ट को प्रभारी इंजीनियर को सौंपे और उनकी सिफारिश प्राप्त करें।

(ग) इसके बाद, लेबर लाइसेंस प्राप्त करने के लिए पॉर्ट V हेतु, पॉर्ट आई आर विभाग को दें।

(घ) लेबर लाइसेंस प्राप्त करें और इससे आधिकारिक से इससे संबंधित औपचारिक पूरी करें।

(ड) इससे आधिकारिक, पॉर्ट एवं लेबर लाइसेंस का विवरण आईआर को दें और आईआर अधिकारी से इनामशेल प्राप्त करें।

(घ) प्रभारी इंजीनियर और आईआर अधिकारी द्वारा दिविष्य समायोजित पॉर्ट सुरक्षा अधिकारी को प्रस्तुत करें।

(ड) इस टेलेफोन के खंड सं 5.3 और 5.4 में दी गई आवश्यकतात्मक यह सुनिश्चित करने की सभी पर्यवेक्षक और मन्दिरों द्वारा सुरक्षा प्रशिक्षण पूरा किया गया है।

(ज) सुरक्षा प्रशिक्षण समाप्त के संबंध में सुरक्षा अधिकारी से इनामशेल प्राप्त करें।

(झ) सीआईईएसएफ को (रिजिस्ट्रीनरी मेन गेट पर) पॉर्ट दें और उन सभी पर्यवेक्षक और मन्दिरों के लिए
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.

e) 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.
रिफणनी प्रदेश पास प्राप्त करें जिन्हें सभी प्रजासत्ताको द्वारा समायोजित किया गया है।

7. कार्य परिमित प्रणाली का पालन करने के लिए दावित
क) कार्य परिमित प्रणाली के अनुसार रिफणनी के प्राथमिक व्यक्तियों द्वारा जारी किये गये वैध कार्य परिमित के बिना कोई भी कार्य न करें।
ख) वैध कार्य परिमित प्रणाली के बाद और काम वास्तविक रूप से शुरू होने से पहले, निम्न प्लांट / यूनिट में काम किया जाना है वहाँ के अधिकारी से लिफ्टरेस्ट प्रमाणपत्र प्राप्त करें।
ग) कार्य परिमित प्रणाली के तहत आवश्यकतानुसार रिफणनी पार्श्व टेस्टिङ्स में परिमित और लिफ्टरेस्ट प्रणाली करें।
च) लिफ्टरेस्ट और परिमित में दर्शनावलाय सभी वायर / सुरक्षा / खुद्दाई / रेडियोप्राक्षी परिमित शरीर का अनुपालन करें।
ड) कार्य शुरू करने से पहले काम से संबंधित सुरक्षा कार्य होना आवश्यक है। यह भी सुनिश्चित करें कि काम करनेवाले सभी परिवेशक और मजदूरों को सुरक्षा कार्य होना समझे ना आ गयी है और वे उसका अनुसरण करते हैं।
ँ) साइट पर परिमित / लिफ्टरेस्ट लगाएं ताकि नज़र भी आवश्यक हो रिफणनी अधिकारियों द्वारा नोट की जा सके।

8. परिवेशक का आवलोकन
क) साइट पर निरीक्षण को अनुसूचित में ठेकेदार कोई भी कार्य नहीं करेगा। यदि हर ही ठेकेदार में एक से ज्यादा रणनीतियों पर काम किया जाना है तो प्रारंभिक स्पष्ट पर एक परिवेशक की नियुक्ति की जानी चाहिए। यदि परिवेशक को किसी भी कारण के लिए सहायता चाहें तो, उस समय में परिवेशक के लिए वह साइट पर काम बंद कर दें।
ख) रिफणनी में ठेकेदार सहस्रबद्ध में यदि ठेकेदार ने 50 से अधिक मजदूरों को लाया है तो ठेकेदार को कम से कम एक पूर्वावलोकन ऑनसेट निरीक्षण को नियुक्ति करना चाहिए। यदि मजदूर 50 से कम है तो, ऑन – साइट सुरक्षा समन्वय निम्नवर्ती ठेकेदार के किसी भी अन्य परिवेशक स्पष्ट द्वारा ली जाएगी। डोटन ही मामले में, ठेकेदार को इन लोगों के नाम पर नौकरियाँ इनिंग्सी और प्रबंधक सुरक्षा को लिखित रूप से देने चाहिए।
ग) ठेकेदार का सुरक्षा समन्वय या सुरक्षा के लिए निम्नवर्ती उनका परिवेशक, जैसा भी भाग्य हो, अपने कार्य केंद्र पर समायोजित में कम से कम एक बार आयोगी सुरक्षा निरीक्षण तथा ऑडिट कर उनके दस्तावेज बनायें। ऐसे दस्तावेज पुनरीक्षण और रिकॉर्ड के लिए प्रारंभ इनिंग्सी को दिने जाएगी।
घ) ठेकेदार का सुरक्षा समन्वय या सुरक्षा के लिए निम्नवर्ती परिवेशक एक अन्य सुरक्षा रजिस्टर बनाएगा जिसमें निम्न शामिल होंगे: 1) साइट पर किये जा रहे कार्य की सूची 2) सभी परिवेशक तथा मजदूरों के सुरक्षा प्रशिक्षण का विवरण 3) सभी दुर्गमार्ग, निधनवर्ती तथा दुर्गमार्ग होते होते ट्रस्ट जाने की जानकारी होनी चाहिए 4) साइट पर उपयोग किये जा रहे सभी पीपीईसी का रिकॉर्ड 5) सभी तरह के रिलेंस सहित लिफ्टरेस्ट टूल्स तथा टैक्स्टल का रिकॉर्ड 6) साइट पर प्रेसर वेसला यदि कोई हो तो उसका रिकॉर्ड 7) सभी विभिन्न पक्षों, मस वरींडर, सीटिंग सेट, बॉलपोइंटर, ज्यामिटर, प्रेसर रेंडमिटर, पॉटिंग पावर द्रुतग, हेल्ड ट्यून इ. का रिकॉर्ड 8) रिफणनी तथा सुरक्षा परिवेशक द्वारा किये गए सुरक्षा निरीक्षण के रिपोर्ट की बाँटी।
ङ) ऐसे ठेकेदार जिनका सुरक्षा रिकॉर्ड स्तरीकरण नहीं है ऐसे मामलों को ग्रंथित रूप से लिया जाएगा और उनके खिलाफ कड़ी कार्रार्थ की जाएगी (अध्योत रजिस्ट्रेशन / ठेके का रोकना)।
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.

a) 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.
9. व्यक्तिगत सुरक्षात्मक उपकरण (पर्सनल प्रॉटेक्टिव इक्सिषियर्स - पीपीई) का उपयोग

tेक्चेतार के सभी पर्वप्रवक्ताओं और मन्दिरों को निम्न व्यक्तिगत सुरक्षात्मक उपकरण (पीपीई) का उपयोग कराना चाहिए निस्करण का बिना कार्य की अनुमति नहीं दी जाएगी।

(क) हैरत हैट (ख) सुरक्षा जूते (ग) बॉल्टर वसूल (घ) कार्य आवश्यकतानुसार हैंड ग्लोव्स (ड) जहाँ लागू हो वहाँ सुरक्षा बेल (च) अंखें को सुरक्षित रखने जा गए हैं।

पीपीई मानक गृहाणी तथा आईसएसई प्राप्तिगत होने चाहिए।

बीपीईएल द्वारा केवल विशेष सुरक्षात्मक उपकरण जैसे "स्काज लेने के उपकरण" तथा "अनिश्चित" तेक्चेतार को ओपन पर दिखाते चाहिए। इसके बाद, उपकरण लौटाने नहीं जाते हैं किंतु इस स्थिति में लौटाए जाते हैं कि उनके ठीक नहीं किया जा सकता तो उसके द्वारा कंपनी से प्राप्त राशि में से उस हानि का उद्देश्य वसूली की जाएगी।

10. जोखिम का संप्रेषण

क) टेक्चेतार को बीपीईएल के प्रभारी इंजीनियर से उसके ठेके के संबंध में सभी संबंधित आग लगाने के स्त्रोत, नहरहेड रिसार या विद्युत से संबंधित पूरी यात्रा की गयी चाहिए। अगर यह यात्रा उसके पर्यावरणों और मन्दिरों तथा पहुँच सुनिश्चित करेगा। इस यात्रा के लिए दी गई दिनों का रजिस्ट्री किया जा चाहिए और मान से प्रभारी इंजीनियर को प्रत्यक्ष करना चाहिए। यदि प्रत्यक्ष नहीं किया जाता है तो अगर का काम रोक दिया जाएगा।

ख) बीपीईएल के किसी भी कर्मचारी को रिसारत परिसर में आग या कोई गंभीर जोखिम दिखाई तो वह विस्तार के 3333 पर फोन करेगा और नव फायर स्टेशन ऑप्प्टर्स लाइन पर रहेंगे तब अपनी पहचान करा कर आएंगे। यह लाइन पर वह तब बना रहेंगे जब तक फायर ऑप्प्टर्स संदेश को दुर्वाहित नहीं होता है और आग के स्तर का पुण्य नहीं करता है।

ग) टेक्चेतार का सुनिश्चित करना चाहिए कि उसका प्रेक्ष्य कर्मचारी अंतिम संस्था में संबंधित इस संप्रेषण को अच्छी तरह से समझे। कार्य पर प्रभावण्ड देते समय टेक्चेतार इस बात की पुस्त कर सकता है।

11. चोट की सूचना और जांच

टेक्चेतार को

क) हैरत हैट परिसर में अपने कार्य स्थान पर उसके किसी भी कर्मचारी को आगी चोट या कोई दुर्वाहित होते होते टल जाने या कोई जोखिमभरी दुर्वाहित का सूचना टेक्चेतार को बीपीईएल निरोबक को दे देंगे। इस तरह की कोई भी दुर्वाहित को डियूए, गंभीर दुरवाहित माना जाएगा।

ख) जांच कर्मचारियों को सूचना देने चाहिए।

ग) अपने कार्यक्रम। कार्य स्थान के संबंध में ही इस प्रकार की सभी दुर्वाहितों का उद्धरण रेकॉर्ड रखना चाहिए।

घ) वार्तालाप के बाद 4 घंटे के अंदर निर्दिष्ट प्रोचर्मों के अनुसार प्रभारी इंजीनियर को प्रथम सुधारा रिपोर्ट देनी होगी।

ड) दुर्वाहित की जांच की व्यवस्था तुरंत करनी होगी और 24 घंटे के भीतर निर्दिष्ट प्रोचर्मों में जांच रिपोर्ट बीपीईएल प्रभारी इंजीनियर को देनी होगी।

12. हातस कीपिंग की आवश्यकता टेक्चेतार को यह सुनिश्चित करना चाहिए कि उनके कार्य क्षेत्र में दैनिक आदार पर स्वीकृत हातस कीपिंग होती है। आंतरिक जाल हातसकीपिंग के लिए नकारात्मक टिप्पणी निलंबन पर राजस्थान / कार्य के राज होने जैसी दृष्टांकन कारवाई की जाएगी।
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 work site:

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.
13. टेंडर जमा करते समय की आवश्यकता
टेंडरदार को अपने टेंडर के साथ निम्न जमा करना होगा:
क) पिछले तीन वर्षों के लिए प्रत्येक वर्ष का कार्य करते समय होनेवाली चोट का पूर्ण रिकॉर्ड।
ख) पिछले तीन वर्षों के लिए प्रत्येक वर्ष के लिए कार्य किये गये कुल मानवसंख्य।
ग) सुरक्षा आदेशानुसार योजना।
कोंडेशन में स्पष्ट रूप से पूरे ठेके के दौरान निर्भरता कार्य के लिए समय समय पर नियोजित किए जानेवाले पर्यवेक्षक, कुशल या अनुशरण मजदूरों की संख्या दिखायी जानी चाहिए।
टेंडर मूल्यनकृत के समय उपयुक्त जानकारी को ध्यान में रखा जाएगा।

14. साइट पर डिस्प्ले बोर्ड लगाना
टेंडरदार को अपने कार्य स्थान पर निम्न लगाकर उसका रखरखाव करना चाहिए—
क) बीपीसीएल "वर्क साइट डिस्प्ले बोर्ड", विनिर्देशानुसार जानकारी दिखानेवाला उचित बोर्ड लगाएं।
ख) सुरक्षा नियमादन स्कोर बोर्ड।

15. सुरक्षा गतिविधियों में भाग लेना
प्रभारी इंजीनियर द्वारा सूचित की गई सभी सुरक्षा बैठकों में टेंडरदार को उपस्थित रहना होगा।
टेंडरदार को यह भी सूचित करना चाहिए कि रिफ्राइजरी में आयोजित की जानेवाली सुरक्षा को बढ़ावा देने/वालों सभी गतिविधियों में उनके कर्मचारी भाग लेते हैं।

16. दिशा :-
क) बीपीसीएल कर्मचारी या सामान्य बिनिटर के व्यतिरिक्त रिफ्राइजरी में अनेकांत्र व्यक्ति पर उपयुक्त स्तर लागू होनी।
ख) पर्यवेक्षक शब्द का अर्थ है कि भी ऐसा व्यक्ति, जो मजदूरों के एक समूह द्वारा किये गये काम का निरीक्षण करता है। अन्य सभी व्यक्तियों को मजदूर माना जाएगा।
ग) सुरक्षा के उपयुक्त किसी भी निषेध शर्त का उल्लंघन करने पर दण्डायन कार्रवाई को नज़र रखने नियमों तक राखने / रानिस्ट्रेट्स रहे किया जा सकता है।
घ) काम पूरा होने पर इस आवश्यकताओं के पालन संबंधी जानकारी प्रभारी इंजीनियर द्वारा सूचित किया जाएगा और टेंडरदार के फाइल में रखी जाएगी। रानिस्ट्रेट्स के नियमों के समय इस नियमादन का पर्याप्त महत्व दिया जाएगा।
ङ) इन स्तरों के संबंध में किसी भी विवाद को प्रभारी इंजीनियर रिफ्राइजरी के अन्तिक एवं सुरक्षा विभाग के पास ले जाएगा।

17. ओलाइएसी दिशानिर्देश 2007 में दिये गये सभी दिशानिर्देशों का पूरा पालन किया जाना चाहिए। इसकी प्रति अन्तिक एवं सुरक्षा विभाग में उपलब्ध है।
ANNEXURE - I
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 ESI CHALLANS OF LAST MONTH ENCLOSED: YES/NO

<table>
<thead>
<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 (Yes/No)</th>
<th>Medical Certificate Attached (Yes/No)</th>
<th>Safety Training (This Column to be signed by the Safety Office)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Passed &amp; Certificate issued (for Supervisors Only)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Attended &amp; Certificate issued (for workmen)</td>
</tr>
</tbody>
</table>

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: ___________________

IR 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: ___________________
अनुलग्नक - ।
मासिक गेट पास की सिफारिश

(टेक्निकल के कर्मचारियों के लिए अन्यायी गेट पास)

<table>
<thead>
<tr>
<th>माह</th>
<th>टेक्निकल का नाम</th>
</tr>
</thead>
<tbody>
<tr>
<td>कार्य और/के</td>
<td>कार्य की ओर/के</td>
</tr>
<tr>
<td>कार्य का वर्ग</td>
<td></td>
</tr>
<tr>
<td>लेखर साइड नं/</td>
<td>वैश्विक अवधि/</td>
</tr>
<tr>
<td>कौनसा पीएम कोड उपयोग कर रहे हैं ? निम्नी</td>
<td>कौन का का, यदि निम्नी के कोड नं</td>
</tr>
</tbody>
</table>

पिछले माह के प्रसिद्धि पेड़ चलान संस्थान है : हाँ/नहीं
वैन से ईएसआई कोड का उपयोग कर रहे हैं ? निम्नी | कौन का, यदि निम्नी, तो कोड नं |

पिछले माह के ईएसआई चलान संस्थान है : हाँ/नहीं

<table>
<thead>
<tr>
<th>क्र. सं</th>
<th>नाम</th>
<th>पदवी (किसी गयी कार्य का प्रकार बनाए, अन्य अवधिक भावना)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ईएसआई संस्था (हाँ/नहीं)</td>
<td>पीएम संस्था (हाँ/नहीं)</td>
<td></td>
</tr>
</tbody>
</table>

| परिवार विभाग (यह अनुसरण करें कि कार्य के लिए नतीज के मामूली की संख्या तो कैसे) |
|---------------------|--------|
| नाम | हस्ताक्षर |

आईआई विभाग
(बायो-डेटा में दी गयी योग्यता/अनुभव आवश्यकतातुसार है कि नहीं भी इस की जांच कर लें और साथ यह भी दें के मामला प्रमाणपत्र दिखाए गए है किन नहीं)

<table>
<thead>
<tr>
<th>संस्थानीय एएसएक</th>
<th>हस्ताक्षर एवं तारीख</th>
</tr>
</thead>
</table>

पास जारी करने के पहले जांच लें की उपयोग संस्था सभी प्रमाणपत्र ।

दस्तावेजों की पीडीएफ द्वारा प्रस्तुत कर दिया गया।

हिंदी से संगत तक रिपोर्ट प्रेस पास जारी किया गया।

<table>
<thead>
<tr>
<th>नाम</th>
<th>हस्ताक्षर एवं तारीख</th>
</tr>
</thead>
</table>
ANNEXURE - II

CONTRACT NO. / DATE:
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>
</tr>
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<tr>
<td>1</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
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<td></td>
</tr>
</tbody>
</table>

***************
<table>
<thead>
<tr>
<th>साक्षी</th>
<th>नाम</th>
<th>हस्ताक्षर</th>
<th>पता</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

यह हिंदी अनुवाद है, किसी भी विभाग की स्थिति में अंग्रेजी पाठ ही विचित्रान्व होगा।
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>
</tr>
</thead>
<tbody>
<tr>
<td>NON ADHERENCE OF WORK PERMIT CONDITIONS</td>
<td></td>
<td></td>
<td></td>
</tr>
<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. / MMPL / 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. / MMPL / 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. / MMPL / 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. / MMPL / 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. / MMPL / Tech. / CS &amp; S), Section Head Estates</td>
</tr>
<tr>
<td>VIOLATION OBSERVED WHILE WORKING AT HEIGHT</td>
<td></td>
<td></td>
<td></td>
</tr>
<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. / MMPL / 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. / MMPL / 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. / MMPL / Tech. / CS &amp; S), Section Head Estates</td>
</tr>
<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. / MMPL / 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. / MMPL / Tech. / CS &amp; S), Section Head Estates</td>
</tr>
</tbody>
</table>

w.e.f. 01-04-2014
<table>
<thead>
<tr>
<th>अ.क्र.</th>
<th>एच.ई.एस. नियम का उल्लंघन</th>
<th>एक्ट रकम</th>
<th>रिपोर्टिंग माध्यमकरण</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. अनुसिद्ध अधिकार / परिमित पर काम करना (खोला कर्म)</td>
<td>₹ 6000/- प्रति अवसर</td>
<td>डिजिटल इन्फार्मर, एक्स. एस. विभाग मूल्य, विभाग मूल्य (प्रोफेसर / पीडी / मेंट्रेन्ट / एएनमीट्रिक / टेक / सीईएफडब्ल्यूसी), अन्वयण मूल्य - इन्स्टेड</td>
<td></td>
</tr>
<tr>
<td>2. अनुसिद्ध अधिकार / परिमित पर होट हेड करना.</td>
<td>₹ 12000/- प्रति अवसर तथा पुनरुत्थान करने पर 3 साल के लिए पूर्वी से बाहर /दूसरी कर दी जाएगी.</td>
<td>डिजिटल इन्फार्मर, एक्स. एस. विभाग मूल्य, विभाग मूल्य (प्रोफेसर / पीडी / मेंट्रेन्ट / एएनमीट्रिक / टेक / सीईएफडब्ल्यूसी), अन्वयण मूल्य - इन्स्टेड</td>
<td></td>
</tr>
<tr>
<td>3. परिमित में दी गई किसी भी विषय गर्ल का उल्लंघन करना.</td>
<td>₹ 2000/- प्रति परिमित</td>
<td>डिजिटल इन्फार्मर, एक्स. एस. विभाग मूल्य, विभाग मूल्य (प्रोफेसर / पीडी / मेंट्रेन्ट / एएनमीट्रिक / टेक / सीईएफडब्ल्यूसी), अन्वयण मूल्य - इन्स्टेड</td>
<td></td>
</tr>
<tr>
<td>4. खरीदार स्वार्थ अरेस्टर के साथ / के लिए इंतजार्सत्ता उपकरण / इंडियन / जनरेटर का प्रयोग करना.</td>
<td>₹ 1000/- प्रति उपकरण</td>
<td>डिजिटल इन्फार्मर, एक्स. एस. विभाग मूल्य, विभाग मूल्य (प्रोफेसर / पीडी / मेंट्रेन्ट / एएनमीट्रिक / टेक / सीईएफडब्ल्यूसी), अन्वयण मूल्य - इन्स्टेड</td>
<td></td>
</tr>
<tr>
<td>5. कार्यस्थल पर नामपत्र, परिमित इ. न. निर्देश</td>
<td>₹ 800/- प्रति स्थान जहाँ पर कार्य कार्य करते हैं. अगर तीन विने के अंदर गाती नहीं सुझायी तो सूचना दिए से लागू जाएगा</td>
<td>डिजिटल इन्फार्मर, एक्स. एस. विभाग मूल्य, विभाग मूल्य (प्रोफेसर / पीडी / मेंट्रेन्ट / एएनमीट्रिक / टेक / सीईएफडब्ल्यूसी), अन्वयण मूल्य - इन्स्टेड</td>
<td></td>
</tr>
</tbody>
</table>

उच्चाइयाँ पर कार्य करते समय नियमों का उल्लंघन दिखाई देना
<table>
<thead>
<tr>
<th><strong>NON USE OF PERSONAL PROTECTIVE EQUIPMENT</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>11. For not using Non Respiratory Personal Protective Equipment (Helmet, goggles, gloves, safety belts, Boiler suit etc., Shoes.)</td>
<td>Rs. 1000/- Per day / item / person</td>
<td>Engineer-in-charge, Head of Dept. F &amp; S, Head of Dept. (Process / PD / Maint. / MMPL / Tech. / CS &amp; S), Section Head Estates</td>
</tr>
<tr>
<td>12. 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. / MMPL / Tech. / CS &amp; S), Section Head Estates</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>VIOLATION OBSERVED IN ELECTRICAL WORK</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>13. 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. / MMPL / Tech. / CS &amp; S), Section Head Estates</td>
</tr>
<tr>
<td>15. 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. / MMPL / Tech. / CS &amp; S), Section Head Estates</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>VIOLATIONS IN EXCAVATION WORK</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>16. Unsatisfactory fencing / barrading 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. / MMPL / Tech. / CS &amp; S), Section Head Estates</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>VIOLATIONS OBSERVED IN ROAD SAFETY</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>17. 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>
<tr>
<td>18. Over speading 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>
</tr>
<tr>
<td>19. Driving hydra/Crane/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 him.</td>
<td>Rs. 1000/- per case</td>
<td>Engineer-in-charge, Head of Dept. F &amp; S, Head of Dept. (Process / PD / Maint. / MMPL / Tech. / CS &amp; S), Section Head Estates</td>
</tr>
</tbody>
</table>

| 20. Entry of contractor's vehicle in No Entry/Area without proper authorization. | Rs. 1000/- per case | Engineer-in-charge, Head of Dept. F & S, Head of Dept. (Process / PD / Maint. / MMPL / Tech. / CS & S), Section Head Estates |

<p>| 21. Entry of any person in barricaded area marked with tape. | Rs. 1000/- per person | Engineer-in-charge, Head of Dept. F &amp; S, Head of Dept. (Process / PD / Maint. / MMPL / Tech. / CS &amp; S), Section Head Estates |</p>
<table>
<thead>
<tr>
<th>संख्या</th>
<th>घटनाईन्द्रिय सुरक्षा उपकरणों का उपयोग ना करना</th>
<th>राशि</th>
<th>विवरण</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>आवश्यकता पर बाहरी तथा अनद्विगत उपकरणों का उपयोग ना करना (हेलेटर, गॉग्लेस, भरतन, सुरक्षा पट, बॉल्ट रहर इ. पूर्ण.)</td>
<td>₹ 1000/-</td>
<td>प्रति दिन / वक्ता /अव्यवस्था</td>
</tr>
<tr>
<td>12</td>
<td>कार्य पत्रकार / कार्य सुरक्षा ब्रेक्राउंट / ब.ए.एंजेल / केन्द्रीय सुरक्षा, ब.ए.एंजेल / इन्स.एंजेर</td>
<td>₹ 5000/-</td>
<td>प्रति घटना प्रति दिन</td>
</tr>
</tbody>
</table>

**इलेक्ट्रिकल कार्य में नियमों का उल्लंघन दिखाई बना।**

<table>
<thead>
<tr>
<th>संख्या</th>
<th>घटनाईन्द्रिय सुरक्षा उपकरणों का उपयोग ना करना</th>
<th>राशि</th>
<th>विवरण</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>इ.एल.सी.एल. का उपयोग ना करना, केबल के बीच पालतों का उपयोग ना करना, सीलेक्ट में ओपन घर के बीच सुरक्षा वाखर लाना, रास्ते पर बार / केबल बिखार, अयोध्य अवतरणों के लिए लाभवेर्च बाज़ी पूर्ण करना.</td>
<td>₹ 5000/-</td>
<td>प्रति बस्तु प्रति दिन</td>
</tr>
<tr>
<td>14</td>
<td>इलेक्ट्रिकल कार्य करने के लिए रंगांनियां इलेक्ट्रिकशन को ना रखना</td>
<td>₹ 2000/-</td>
<td>प्रति ब्लॉक</td>
</tr>
<tr>
<td>15</td>
<td>विढ़ा ब्लॉक पत्रकार / अवश्यक के बाहर विद्युत चिकित्सा पर कार्य करना</td>
<td>₹ 5000/-</td>
<td>प्रति घटना प्रति दिन</td>
</tr>
</tbody>
</table>

**उद्देश्य कार्य में नियमों का उल्लंघन करना।**

<table>
<thead>
<tr>
<th>संख्या</th>
<th>घटनाईन्द्रिय सुरक्षा उपकरणों का उपयोग ना करना</th>
<th>राशि</th>
<th>विवरण</th>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td>उद्देश्य कार्य पर चिल्स्ट फ्लैशिंग / सूचक ना लगाना, वोल्टेज / अवस्था / रोगी / रोगी / नाम ना देना, और</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>उद्देश्य से निकलने गई मद्दत का उद्देश्य के स्तर से कर मान 1.5 मीटर दूरी पर ना रखना.</td>
<td>₹ 2000/-</td>
<td>प्रति बस्तु प्रति दिन</td>
</tr>
</tbody>
</table>

**यदिक हाल में नियमों का उल्लंघन दिखाई बना।**

<table>
<thead>
<tr>
<th>संख्या</th>
<th>घटनाईन्द्रिय सुरक्षा उपकरणों का उपयोग ना करना</th>
<th>राशि</th>
<th>विवरण</th>
</tr>
</thead>
<tbody>
<tr>
<td>17</td>
<td>यातायात प्रवाह के अविवर्तन के लिए बोट, ची , सी.एच.अव.धार के धारा का बाहर चलना</td>
<td>₹ 1000/-</td>
<td>प्रति घटना</td>
</tr>
<tr>
<td>18</td>
<td>जी/ब्ल का व्यवस्था की जिस पर घटना, जंगल मैदान बाज़ार, कार दिशा में लक्षित करना.</td>
<td>₹ 2000/-</td>
<td>प्रति घटना</td>
</tr>
<tr>
<td>19</td>
<td>बि.बि.सी.एल. इलेक्ट्रिक के अवश्यक दर्जनों के लिए इलेक्ट्रिक / लेकार जितने को निमंत्रण या रेखांतर के बाहर और निर्दिष्ट करके एक्स्टेंडर कंट्रोल को बिल्ड सेंट्रा का लाभ करना.</td>
<td>₹ 1000/-</td>
<td>प्रति घटना</td>
</tr>
<tr>
<td>20</td>
<td>जील लक्ष्यकार के लिए एक्स्टेंडर कंट्रोल का बाहर न हो रूटर क्षेत्र में प्रवास करना.</td>
<td>₹ 1000/-</td>
<td>प्रति घटना</td>
</tr>
<tr>
<td>21</td>
<td>फ्लॉट के लिए स्तर द्वारा गार्डवार्ड गए क्षेत्र में विलुप्त बिल्ड सेंट्रा प्रवास करना.</td>
<td>₹ 1000/-</td>
<td>प्रति घटना</td>
</tr>
<tr>
<td>No.</td>
<td>Activity Description</td>
<td>Penalty Amount</td>
<td>Authority</td>
</tr>
<tr>
<td>-----</td>
<td>--------------------------------------------------------------------------------------</td>
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</tr>
<tr>
<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. (Process/PD/Maint./MMPL/tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<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. (Process/PD/Maint./MMPL/tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<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. (Process/PD/Maint./MMPL/tech./CS&amp;S), Section Head Estates</td>
</tr>
</tbody>
</table>

**NON-DEPLOYMENT OF REQUIRED MANPOWER**

<table>
<thead>
<tr>
<th>No.</th>
<th>Activity Description</th>
<th>Penalty Amount</th>
<th>Authority</th>
</tr>
</thead>
<tbody>
<tr>
<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. (Process/PD/Maint./MMPL/tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<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. (Process/PD/Maint./MMPL/tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>27.</td>
<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>
</tr>
<tr>
<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. (Process/PD/Maint./MMPL/tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<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</td>
</tr>
</tbody>
</table>

**VIOLATION OF STATUTORY REQUIREMENT**

<table>
<thead>
<tr>
<th>No.</th>
<th>Activity Description</th>
<th>Penalty Amount</th>
<th>Authority</th>
</tr>
</thead>
<tbody>
<tr>
<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 thereto.</td>
<td>Rs. 1000/- per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MMPL/tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>31.</td>
<td>Failure to maintain records as per statutory requirement like Form No. 1A - for the shed/s constructed by contractor Form No.B - Certificate of fitness Form No. 10 - Register of workers attending machinery Form No. 11 - Report of Examination of Hoist / Lift / Lifting tackles. Form No. 13 - Report of Examination of any pressure vessel brought by the contractor at refinery site. Form No. 16 - Notice of periods of works for adult workers Form No. 17 - Register of adult workers Form No. 23 - Special certificate of fitness Form No. 29 - Muster Roll</td>
<td>Rs. 10000/- per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint./MMPL/tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>सामान दोनों से वाहन अथवा ट्रॉली के साथ करना।</td>
<td>र. 500/- प्रति घटना</td>
<td>इंजीनियर इन्कार्ज, एक.एस. विभाग मुख्य, विभाग मुख्य (पोसेस/पीढ़ी/मेंटेनन्स/एमपीएल/टेक/सीआईएस), अनुभव मुख्य – हादेस।</td>
<td></td>
</tr>
<tr>
<td>पॉकेट हिस्ट्र वाहन में चालक के साथ बैठना या बैठना को अनुमोदित देना।</td>
<td>र. 500/- प्रति घटना</td>
<td>इंजीनियर इन्कार्ज, एक.एस. विभाग मुख्य, विभाग मुख्य (पोसेस/पीढ़ी/मेंटेनन्स/एमपीएल/टेक/सीआईएस), अनुभव मुख्य – हादेस।</td>
<td></td>
</tr>
<tr>
<td>वाहन दुर्घटना-जैसे पलटी हो जाना, गद्दी में बैठना, उक्तकालिक तय सुरक्षा पहनना, अथवा वाहन को निषिद्ध स्थान में रखना।</td>
<td>र. 5000/- प्रति घटना अथवा बी.ए.पी.ए.वा.बी.ए.पी.ए.स.सामान के एवं में / मेंटेनन्स में अनलैटल लगात।</td>
<td>इंजीनियर इन्कार्ज, एक.एस. विभाग मुख्य, विभाग मुख्य (पोसेस/पीढ़ी/मेंटेनन्स/एमपीएल/टेक/सीआईएस), अनुभव मुख्य – हादेस।</td>
<td></td>
</tr>
<tr>
<td>वित्तीय सुरक्षा परिधीयों के अनुसार कार्यक्रम पर सुरक्षा के लिए निर्मित परियोजनाक / सुरक्षा परियोजनाक को ना रखना।</td>
<td>र. 2000/- प्रति व्यक्ति प्रति दिन</td>
<td>इंजीनियर इन्कार्ज, एक.एस. विभाग मुख्य, विभाग मुख्य (पोसेस/पीढ़ी/मेंटेनन्स/एमपीएल/टेक/सीआईएस), अनुभव मुख्य – हादेस।</td>
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</tr>
<tr>
<td>सुरक्षा के लिए निर्मित परियोजनाक / ठेकेदार के द्वारा सुरक्षा परियोजनाक द्वारा सुरक्षा परियोजनाक और रेडियो न रखना।</td>
<td>र. 2000/- प्रति अवसर</td>
<td>इंजीनियर इन्कार्ज, एक.एस. विभाग मुख्य, विभाग मुख्य (पोसेस/पीढ़ी/मेंटेनन्स/एमपीएल/टेक/सीआईएस), अनुभव मुख्य – हादेस।</td>
<td></td>
</tr>
<tr>
<td>सावधानक हैं सुरक्षा सहायक / फ्रीडेट और पालिका देखने की अनुमति न होने और उनके अपेक्षाय रिकार्ड ना रखना। (वेबसाइट के लाई ही)</td>
<td>र. 2000/- प्रति दिन</td>
<td>इंजीनियर इन्कार्ज, एक.एस. विभाग मुख्य, विभाग मुख्य (पोसेस/पीढ़ी/मेंटेनन्स/एमपीएल/टेक/सीआईएस), अनुभव मुख्य – हादेस।</td>
<td></td>
</tr>
<tr>
<td>रेड डूल बाल्क वेबस ना रखना तथा उक्तकालिक अद्वितीय रिकार्ड ना रखना।</td>
<td>र. 500/- प्रति दिन</td>
<td>इंजीनियर इन्कार्ज, एक.एस. विभाग मुख्य, विभाग मुख्य (पोसेस/पीढ़ी/मेंटेनन्स/एमपीएल/टेक/सीआईएस), अनुभव मुख्य – हादेस।</td>
<td></td>
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<tr>
<td>हर महीने का मानक ए.एस.ई.रिपोर्ट करने वाले महीने की 5 तारीखें तक इंजीनियर से बैठक का ना दे पाना।</td>
<td>र. 200/- प्रति दिन</td>
<td>इंजीनियर इन्कार्ज,।</td>
<td></td>
</tr>
</tbody>
</table>

<p>| सावधानीक आवश्यकताओं का उल्लिखन करना। |
| फ्रेंकरेर एंड एक्ट 1948 के विषयों पर / अथवा उनके निर्देशों पर दर्ज करना। | र. 1000/- प्रति अवसर | इंजीनियर इन्कार्ज, एक.एस. विभाग मुख्य, विभाग मुख्य (पोसेस/पीढ़ी/मेंटेनन्स/एमपीएल/टेक/सीआईएस), अनुभव मुख्य – हादेस। |
| वैज्ञानिक जटिलताओं के रिकार्ड अद्वितीय ना रखना, जैसे 1. पौर्ष 9-10 कॉंट्रेक्टर द्वारा बनाई गई रिपोर्ट । 2. रिपोर्ट 6-7 फिल्टर प्रणाली। 3. पौर्ष 10-11 माइक्रो लेन्स के रिकार्ड अद्वितीय। 4. पौर्ष 11-12 होटल / होटल / फिल्टर प्रणाली का रिकार्ड रिपोर्ट, । 5. पौर्ष 13-14 एक्ट्रेटर द्वारा बनाई गई रिपोर्ट, जैसे 15 कॉंट्रेक्टर द्वारा बनाई गई रिपोर्ट। । 6. पौर्ष 16-17 स्वयं वाले कार्यक्रम अद्वितीय ना रखना, जैसे 7. पौर्ष 17-18 स्वयं कर्मचारियों के रिकार्ड रिपोर्ट। । 8. पौर्ष 23 फिल्टर का द्वारा बनाई गई रिपोर्ट। 9. पौर्ष 29-30 मास्टर रेल। | र. 1000/- प्रति अवसर | इंजीनियर इन्कार्ज, एक.एस. विभाग मुख्य, विभाग मुख्य (पोसेस/पीढ़ी/मेंटेनन्स/एमपीएल/टेक/सीआईएस), अनुभव मुख्य – हादेस। |</p>
<table>
<thead>
<tr>
<th>OCCURRENCES OF INDUSTRIAL ACCIDENTS</th>
<th>Rs. 1000/- per occasion</th>
<th>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Main./MMPL/Tech./CS&amp;S), Section Head Estates</th>
</tr>
</thead>
<tbody>
<tr>
<td>32. Failure to furnish a first information report (FIR) as per prescribed Pro-Forma within 4 hours of the incident.</td>
<td>Rs. 1000/- per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Main./MMPL/Tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>33. Failure to arrange immediate investigation / evidences / documents of the Incident and furnish within 24 hours to BPCL Engineer-In-Charge.</td>
<td>Rs. 1000/- per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Main./MMPL/Tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>34. Keep and maintain proper records of all incidents occurred at work site</td>
<td>Rs. 1000/- per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Main./MMPL/Tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>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.</td>
<td>Rs. 5000/- per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Main./MMPL/Tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>36. Negligence on contractor's part which has resulted in an Injury/fire</td>
<td>Rs.1,00,000/- per person</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Main./MMPL/Tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>Lost Time Injury</td>
<td>Rs. 5,00,000/- per person</td>
<td></td>
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<tr>
<td>Fatality</td>
<td></td>
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</tr>
<tr>
<td>37. Negligence on contractors part which has resulted in Minor Fire/Explosion/ etc Major Fire (Reportable)</td>
<td>Rs. 1,00,000/-</td>
<td>Engineer-in-charge, Head of Dept. F &amp; S, Head of Dept. (Process/PD/Main./MMPL/Tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td></td>
<td>Rs. 2,00,000/-</td>
<td></td>
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<tr>
<td>VIOLATION OF LABOUR LAWS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>38. Working beyond statutory limits by contractor's workers</td>
<td>Rs.1,000/- per person per day</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Main./MMPL/Tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>39. Deployment of contractor's employees including supervisors without receiving necessary training on safety for working in the refinery.</td>
<td>Rs. 5000/- per person per day and holiday listing of contractor for 6 months if repeated</td>
<td>Engineer-in-charge, Head of Dept. F &amp; S, Head of Dept. (Process/PD/Main./MMPL/Tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>40. Deployment of contractor's employees including supervisors without undergoing their medical examination, by the authorized medical professional having qualification of MBBS + AFIM.</td>
<td>Rs. 1000/- per person</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Main./MMPL/Tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>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.</td>
<td></td>
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</tr>
<tr>
<td>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 1983.</td>
<td>Rs. 1000/- per person</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Main./MMPL/Tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>स्थानीय कुर्यादेश होने पर</td>
<td>मानदंड/Hold</td>
<td>नोट/Note</td>
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<tr>
<td>स. 32. दुर्भट्ट बने के बाद 4 घंटे के अद्यतन प्रौढ़मान अद्यतन एवं अधिकारों के अनुसार एक.आया.आर.ना देने पर</td>
<td>र. 1000/- प्रति अवसर</td>
<td>इंजीनियर इन्चार्ज, एफ.एस.विभाग प्रमुख, विभाग प्रमुख (प्रोफेसर / पीठी / मेट्रिक्स / एमपीस्कूल / टेक / सीएसएसडास), अनुभाग प्रमुख - इटे।</td>
</tr>
<tr>
<td>स. 33. दुर्भट्ट बने के बाद उसके जॉर्ज की तुरंत व्यवस्था ना करने पर/दुर्भट्ट ने संबंधित कार्यालय और /स्थानीय इंजीनियर इन्चार्ज को 24 घंटे के अद्यतन ना देने पर</td>
<td>र. 1000/- प्रति अवसर</td>
<td>इंजीनियर इन्चार्ज, एफ.एस.विभाग प्रमुख, विभाग प्रमुख (प्रोफेसर / पीठी / मेट्रिक्स / एमपीस्कूल / टेक / सीएसएसडास), अनुभाग प्रमुख - इटे।</td>
</tr>
<tr>
<td>स. 34. कार्यालय पर ही दुर्भट्टाओ के रिकार्ड ना रखने/अप्रभावित ना रखने पर</td>
<td>र. 1000/- प्रति अवसर</td>
<td>इंजीनियर इन्चार्ज, एफ.एस.विभाग प्रमुख, विभाग प्रमुख (प्रोफेसर / पीठी / मेट्रिक्स / एमपीस्कूल / टेक / सीएसएसडास), अनुभाग प्रमुख - इटे।</td>
</tr>
<tr>
<td>स. 35. श्री.पी.पी.एस. सुपरवाइजर को काम, स्वास्थ्य बेड्स पर ना रखने पर और सिफारिशातील आवश्यकता मध्ये किशोरी श्री कर्मचारी की हास्यस्त्रीय की ढांचे पर तुरुप व्यवस्था, निर्देश द्वारा अद्यतन हुई तथा बलात्कार ना बलात्कार ना होता</td>
<td>र. 5000/- प्रति अवसर</td>
<td>इंजीनियर इन्चार्ज, एफ.एस.विभाग प्रमुख, विभाग प्रमुख (प्रोफेसर / पीठी / मेट्रिक्स / एमपीस्कूल / टेक / सीएसएसडास), अनुभाग प्रमुख - इटे।</td>
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<tr>
<td>स. 36. भोजनकुंड में भोजनालना बताने के कारण हुई दुर्भट्ट आपराधी की घटना पर. समय चालनसाठी चोट पूर्ण</td>
<td>र. 1,00,000/-</td>
<td>इंजीनियर इन्चार्ज, एफ.एस.विभाग प्रमुख, विभाग प्रमुख (प्रोफेसर / पीठी / मेट्रिक्स / एमपीस्कूल / टेक / सीएसएसडास), अनुभाग प्रमुख - इटे।</td>
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<tr>
<td>स. 37. भोजनकुंड में हानिकारक बताने के कारण आपराधी भोजनकुंड/बिस्कुट के बावजूद हानि. जब भी पैनीने पर आपल्यांना (सिफारिश करने व्यवहार)</td>
<td>र. 1,00,000/-</td>
<td>इंजीनियर इन्चार्ज, एफ.एस.विभाग प्रमुख, विभाग प्रमुख (प्रोफेसर / पीठी / मेट्रिक्स / एमपीस्कूल / टेक / सीएसएसडास), अनुभाग प्रमुख - इटे।</td>
</tr>
<tr>
<td>स. 38. कोटवाट के कार्यालयात द्वारा सैद्धांतिक मापदंडांचे पर काम करना.</td>
<td>र. 1000/- प्रति व्यक्ता प्रति दिन</td>
<td>इंजीनियर इन्चार्ज, एफ.एस.विभाग प्रमुख, विभाग प्रमुख (प्रोफेसर / पीठी / मेट्रिक्स / एमपीस्कूल / टेक / सीएसएसडास), अनुभाग प्रमुख - इटे।</td>
</tr>
<tr>
<td>स. 39. सिफारिशातील मुद्दा के अनुसार प्रति व्यक्ता प्रति दिन विभिन्न कोटवाट द्वारा विभिन्न योजनामध्ये प्रति दिन विभिन्न कोटवाट द्वारा सूचनाओं तथा कामकाजांना को काम पर</td>
<td>र. 5000/- प्रति व्यक्ता प्रति दिन</td>
<td>इंजीनियर इन्चार्ज, एफ.एस.विभाग प्रमुख, विभाग प्रमुख (प्रोफेसर / पीठी / मेट्रिक्स / एमपीस्कूल / टेक / सीएसएसडास), अनुभाग प्रमुख - इटे।</td>
</tr>
<tr>
<td>स. 40. एस. श्री.पी.एस. + ए.एफ. आई.एच.एस. पावसाने वैसाथिक अधिकारी द्वारा स्वास्थ्य परिश्रम द्वारा विभिन्न कोटवाट द्वारा सूचनावर तथा कामकाजांना को काम पर</td>
<td>र. 1000/- प्रति व्यक्ता प्रति दिन</td>
<td>इंजीनियर इन्चार्ज, एफ.एस.विभाग प्रमुख, विभाग प्रमुख (प्रोफेसर / पीठी / मेट्रिक्स / एमपीस्कूल / टेक / सीएसएसडास), अनुभाग प्रमुख - इटे।</td>
</tr>
<tr>
<td>स. 41. महाराष्ट्र 309 वर्ष 1963 के नियम 733 के अनुसार कोटवाट द्वारा काम पर रहने गर्भवती श्रीजी कर्मचारी, सूचनावर तथा कामकाजांना को हृदय गर्भ निषेधात्मक परिश्रम ना करना.</td>
<td>र. 1000/- प्रति व्यक्ता प्रति दिन</td>
<td>इंजीनियर इन्चार्ज, एफ.एस.विभाग प्रमुख, विभाग प्रमुख (प्रोफेसर / पीठी / मेट्रिक्स / एमपीस्कूल / टेक / सीएसएसडास), अनुभाग प्रमुख - इटे।</td>
</tr>
<tr>
<td>No.</td>
<td>Description</td>
<td>Fine Amount</td>
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<tr>
<td>-----</td>
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</tr>
<tr>
<td>42</td>
<td>Deployment of child or adolescent</td>
<td>Rs. 10,000/- per person</td>
</tr>
<tr>
<td>43</td>
<td>Use of untested and uncertified pressure vessel</td>
<td>Rs. 5000/- per occasion</td>
</tr>
<tr>
<td>44</td>
<td>Use of untested and uncertified lifting tools/tackle</td>
<td>Rs. 5000/- per occasion</td>
</tr>
</tbody>
</table>

**VIOLATION IN MATERIAL HANDLING**

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Fine Amount</th>
<th>Authority</th>
</tr>
</thead>
<tbody>
<tr>
<td>45</td>
<td>Improper material handling/Manually handling of heavy material when it is required using mechanical equipment/use of substandard/defective material handling trolleys/hand cart.</td>
<td>Rs. 1000/- per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint/MMPL/Tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>46</td>
<td>Failure to submit duly filled pre use check list for any new machine or equipment brought at site.</td>
<td>Rs. 1000/- per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint/MMPL/Tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>47</td>
<td>Inadequate supervision at work site (absence of supervisor/designated employee as supervisor from site for more than 30 Minutes when work is in progress)</td>
<td>Rs. 2000/- per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint/MMPL/Tech./CS&amp;S), Section Head Estates</td>
</tr>
</tbody>
</table>

**SAFETY PERFORMANCE DISPLAY BOARD**

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Fine Amount</th>
<th>Authority</th>
</tr>
</thead>
<tbody>
<tr>
<td>48</td>
<td>Safety performance score board not displayed.</td>
<td>Rs. 100/- per day</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint/MMPL/Tech./CS&amp;S), Section Head Estates</td>
</tr>
</tbody>
</table>

**VIOLATIONS IN USE OF GAS CYLINDERS**

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Fine Amount</th>
<th>Authority</th>
</tr>
</thead>
<tbody>
<tr>
<td>49</td>
<td>Unsafe handling of compressed gas cylinders No trolley or jubilee clips or double gauge regulator or flash back arrestor on both gas lines &amp; both ends or improper storage/handling or cylinders without caps when not in use/damaged hoses</td>
<td>Rs. 500/- per item per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint/MMPL/Tech./CS&amp;S), Section Head Estates</td>
</tr>
</tbody>
</table>

**VIOLATIONS DURING RADIOGRAPHY PROCESS**

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Fine Amount</th>
<th>Authority</th>
</tr>
</thead>
<tbody>
<tr>
<td>50</td>
<td>Radiography without authorization</td>
<td>Rs. 10000/- per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint/MMPL/Tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>51</td>
<td>Non barricading the area during radiography</td>
<td>Rs. 10000/- per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint/MMPL/Tech./CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>नं.</td>
<td>विवरण</td>
<td>राशि/क्रेडिट</td>
<td>विवरण</td>
</tr>
<tr>
<td>-----</td>
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</tr>
<tr>
<td>42</td>
<td>बालक या किशोरवय उम्र के व्यक्ति को काम पर रखना।</td>
<td>₹10,000/-</td>
<td>प्रति व्यक्ति</td>
</tr>
<tr>
<td>43</td>
<td>बिना परिस्थिताओं और अप्रवाहित प्रेसर के काम का उपयोग करना।</td>
<td>₹5000/-</td>
<td>प्रति अवसर</td>
</tr>
<tr>
<td>44</td>
<td>बिना परिस्थिताओं और अप्रवाहित स्थितियों उपयोग करना।</td>
<td>₹5000/-</td>
<td>प्रति अवसर</td>
</tr>
<tr>
<td>45</td>
<td>साधन का अनुसूचित तरीके से काम में लाना / जाहीर पर मददगरी जीवन में</td>
<td>₹1000/-</td>
<td>प्रति अवसर</td>
</tr>
<tr>
<td>46</td>
<td>कार्यस्थल पर लाई गई किसी भी दर्दनाक अथवा उपयोग की प्रयोग चेकिस्ट का पूर्णता, वह ना देना।</td>
<td>₹1000/-</td>
<td>प्रति अवसर</td>
</tr>
<tr>
<td>47</td>
<td>कार्यस्थल पर अनुपस्थित पर्यवेक्षण के अनुसार पर्यवेक्षण के अनुसार पर्यवेक्षण के अनुसार पर्यवेक्षण के अनुसार पर्यवेक्षण के अनुसार।</td>
<td>₹2000/-</td>
<td>प्रति अवसर</td>
</tr>
<tr>
<td>48</td>
<td>दुरुस्थ अनुपालन का विवेचन संबंधी दर पर नामना।</td>
<td>₹100/-</td>
<td>प्रति दिन</td>
</tr>
<tr>
<td>49</td>
<td>गैस सिलिक्स के उपयोग का उल्लेखन</td>
<td>₹500/-</td>
<td>प्रति क्रेडिट</td>
</tr>
<tr>
<td>50</td>
<td>बिना अधिकार के रेडियोफ्रेशन करना।</td>
<td>₹10000/-</td>
<td>प्रति अवसर</td>
</tr>
<tr>
<td>51</td>
<td>रेडियोफ्रेशन करने में समय क्षेत्र के चारों ओर घाड़ न लगाना।</td>
<td>₹10000/-</td>
<td>प्रति अवसर</td>
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<tr>
<td>52.</td>
<td>Non announcement on PA system/alerting people working in vicinity, before start of Radiography jobs</td>
<td>Rs. 1000/- per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint/MMPL/Tech. /CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td><strong>MISCELLANEOUS</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>53.</td>
<td>Damage to fire hydrant &amp; monitors, fire extinguishers including non return of extinguishers</td>
<td>Cost incurred by BPCL for repair/replacement</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint/MMPL/Tech. /CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>54.</td>
<td>Poor House-keeping</td>
<td>Rs. 5000/- per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint/MMPL/Tech. /CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>55.</td>
<td>Removal of grating/cover/ lid on any opening in floor or vessel.</td>
<td>Rs. 1000/- per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint/MMPL/Tech. /CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>56.</td>
<td>Use of dangerous portable tools/hand tools like grinding machine, drilling machine, pneumatic excavators/drill by unskilled worker.</td>
<td>Rs. 1000/- per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint/MMPL/Tech. /CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>57.</td>
<td>Operating/allow to operate any machine without having guard on its dangerous/rotating part of the machine or an equipment.</td>
<td>Rs. 1000/- per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint/MMPL/Tech. /CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>58.</td>
<td>Horseplay at work site</td>
<td>Rs 1000/- per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint/MMPL/Tech. /CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>59.</td>
<td>Shifting of debris from one location to another/ dumping debris at unauthorized place.</td>
<td>Rs. 10000/- per occasion</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint/MMPL/Tech. /CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>60.</td>
<td>Use of mobile in plant areas</td>
<td>Rs 1000/- per person per occasion.</td>
<td>Engineer-in-charge, Head of Dept. F&amp;S, Head of Dept. (Process/PD/Maint/MMPL/Tech. /CS&amp;S), Section Head Estates</td>
</tr>
<tr>
<td>नं.</td>
<td>विवरण</td>
<td>रू. 1000/- प्रति अवसर</td>
<td>जिन्नियार इनामचार, एक.एस. विभाग प्रमुख, विभाग प्रमुख (प्रेस मेंटेन्स / इंजीनियर / एम्प्रो / टेक / सीएसएसडास), अनुभाग प्रमुख - इस्टेट</td>
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</tr>
<tr>
<td>52</td>
<td>उद्धवत्तारी काम चूक करने से पहले उद्धवत्तारी तुरंत पीएस तिलांकन पर / आफ पात्र के परिसर में काम करने के लिए क्षमितियों को ना देना.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>53</td>
<td>फ्लोर हाइड्रूलिक्स, मोनिटर, अधिशासक का तुलनात्मक, और अधिशासक उक्तवक्ता ना लोटाएं जरूर.</td>
<td></td>
<td>जिन्नियार इनामचार, एक.एस. विभाग प्रमुख, विभाग प्रमुख (प्रेस मेंटेन्स / इंजीनियर / एम्प्रो / टेक / सीएसएसडास), अनुभाग प्रमुख - इस्टेट</td>
</tr>
<tr>
<td>54</td>
<td>क्रेब साइकिलिंग</td>
<td>रू. 5000/- प्रति अवसर</td>
<td>जिन्नियार इनामचार, एक.एस. विभाग प्रमुख, विभाग प्रमुख (प्रेस मेंटेन्स / इंजीनियर / एम्प्रो / टेक / सीएसएसडास), अनुभाग प्रमुख - इस्टेट</td>
</tr>
<tr>
<td>55</td>
<td>फ्लोरर अध्ययन के किताबों के किसी भी रोचक नोटिंग पर डेटिंग/ डेटेंट / लिड निकालना.</td>
<td>रू. 1000/- प्रति अवसर</td>
<td>जिन्नियार इनामचार, एक.एस. विभाग प्रमुख, विभाग प्रमुख (प्रेस मेंटेन्स / इंजीनियर / एम्प्रो / टेक / सीएसएसडास), अनुभाग प्रमुख - इस्टेट</td>
</tr>
<tr>
<td>56</td>
<td>अंकुश अन्तराल के पाराग्राफ के स्पष्ट और स्पष्ट रूप से लिखा होगा किसी भी तकनीकी नोटिंग का उपयोग करना.</td>
<td>रू. 1000/- प्रति अवसर</td>
<td>जिन्नियार इनामचार, एक.एस. विभाग प्रमुख, विभाग प्रमुख (प्रेस मेंटेन्स / इंजीनियर / एम्प्रो / टेक / सीएसएसडास), अनुभाग प्रमुख - इस्टेट</td>
</tr>
<tr>
<td>57</td>
<td>किसी भी बात के इंस्ट्रक्शन के उसलोटे हुए पुस्तकें पर सुधार उपकरण लगाए बिना किसी भी तकनीकी नोटिंग का काम करने देना.</td>
<td>रू. 1000/- प्रति अवसर</td>
<td>जिन्नियार इनामचार, एक.एस. विभाग प्रमुख, विभाग प्रमुख (प्रेस मेंटेन्स / इंजीनियर / एम्प्रो / टेक / सीएसएसडास), अनुभाग प्रमुख - इस्टेट</td>
</tr>
<tr>
<td>58</td>
<td>कार्यस्थल पर घृणा, जुग-नूतना माध्यमाः</td>
<td>रू. 1000/- प्रति अवसर</td>
<td>जिन्नियार इनामचार, एक.एस. विभाग प्रमुख, विभाग प्रमुख (प्रेस मेंटेन्स / इंजीनियर / एम्प्रो / टेक / सीएसएसडास), अनुभाग प्रमुख - इस्टेट</td>
</tr>
<tr>
<td>59</td>
<td>मशीन को एक मजाक से छुपी जगह पर जाना/ अन्नविकृत जगह पर जाना.</td>
<td>रू.1000/- प्रति अवसर</td>
<td>जिन्नियार इनामचार, एक.एस. विभाग प्रमुख, विभाग प्रमुख (प्रेस मेंटेन्स / इंजीनियर / एम्प्रो / टेक / सीएसएसडास), अनुभाग प्रमुख - इस्टेट</td>
</tr>
<tr>
<td>60</td>
<td>प्लॉट के स्थान में मोबाइल फोन का प्रयोग करना.</td>
<td>रू.1000/- प्रति व्यक्ति प्रति अवसर</td>
<td>जिन्नियार इनामचार, एक.एस. विभाग प्रमुख, विभाग प्रमुख (प्रेस मेंटेन्स / इंजीनियर / एम्प्रो / टेक / सीएसएसडास), अनुभाग प्रमुख - इस्टेट</td>
</tr>
</tbody>
</table>
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 deduction 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 6th 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.

w.a.f. 01-04-2014
1. रिफाइनर के अंतर्गत काम करनेवाले सभी कॉन्ट्रूक्टर के कार्य के उपरोक्त संदेह बाद में होने के विषय में उनके श्री.पी.श्री.एस. एस.एस.सी. सिद्धांत / वर्क परिसंचरण प्राप्ती की संबंधित होगी।

2. इस तरह के नियमों का उल्लंघन की रिपोर्ट साइट इंजीनियर्स, ऑपरेशन अधिकारी, सुरक्षा अधिकारी, द्वारा संबंधित विभाग प्रमुख / इंजीनियर इन्कार के जरिए (रिपोर्ट प्राप्तिक्रम) संबंधित कॉन्ट्रूक्टर विभाग (श्री.एस.एस.इंजीनियर.एस.एस.सी.) को आवश्यक कार्य का लिए चिह्नित, किसी भी निम्न के उत्पादन के निर्देश करने का कार्य रिफाइनर प्राधिकृत की होगी।

3. रिपोर्ट प्राप्तिक्रम की सलाह के अनुसार संबंधित कॉन्ट्रूक्टर विभाग कॉन्ट्रूक्टर के कार्यों के लिए देखती रहेगी।

4. कॉन्ट्रूक्टर के कार्यक्रम में किसी भी निम्न का बार अलंकार करने पर उपरोक्त दांड राजी होनी की आवश्यकता होगी। इसके अनुसार कॉन्ट्रूक्टर को वार्षिक और अन्य कॉन्ट्रूक्टर दरों के निम्न निर्देशन किए जाएंगे।

5. किसी भी कॉन्ट्रूक्टर को बार-बार दर्शाई किए जाने पर अन्तर्गत नाम छुपा जाएँ सूची में अथवा सूची से हटाया जाने पहले जैसी आवश्यक कार्यवाही की जाएगी।

6. इसी के साथ कॉन्ट्रूक्टर को विशेष सुरक्षा शिक्षा में उल्लंघित सुरक्षा शरीक का पालन कराना होगा और साथ ही निम्न सुरक्षा जरूरत का उल्लंघन करने पर दर्शन प्राप्त कराना होगा।

7. किसी कॉन्ट्रूक्टर का मान्य ए.सी. इंजीनियर लियोट में संबंधित इंजीनियरर्स इन्कार का अनुसरण करने / टॉप राउर मार्केट सुरक्षा वैज्ञानिक का आयोजन करना और इसके रिकार्ड अदालत रखने जैसे कार्य करना अनिवार्य है।

8. किसी कॉन्ट्रूक्टर का मान्य ए.सी. इंजीनियर लियोट में संबंधित सुरक्षा जैव / टॉप राउर मार्केट सुरक्षा वैज्ञानिक का राउर्म करने / जैव अदालत रखने और अन्य आवश्यक सुरक्षा जानकारी जात्रा की अनुसरण करने पर विभाग पुरी करने पर हर विशेष इंजीनियरर्स इन्कार का देनी होगी।

9. कॉन्ट्रूक्टर पर हार्दिक घर उपरोक्त किसी आवश्यक कार्यवाही कॉन्ट्रूक्टर विभाग के प्राधिकृत किए जाएगे।
GENERAL CONDITIONS OF CONTRACT
(GCC)

BHARAT PETROLEUM CORPORATION LIMITED

APRIL 2016
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<thead>
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<th>SECTION / CLAUSE</th>
<th>DETAILS</th>
<th>PAGE NO.</th>
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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 which may be within the premises of existing Refinery. 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 WATER SUPPLY, POWER SUPPLY AND OWNER’S LAND FOR CONTRACTOR’S FIELD, GODOWN AND WORKSHOP:

Unless otherwise provided under Special Conditions of Contract, the tenderer will have to make his own arrangement for supply of water and power.

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.

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

Owner reserves its right to allow Public Sector Enterprises (Central/State), purchase preference as admissible/applicable from time to time under the existing Govt. policy.

Owner reserves its right to allow Micro and Small Enterprises (MSEs) and MSEs owned by Scheduled Caste (SC) or the Scheduled tribe (ST) entrepreneurs, purchase preference as admissible/applicable from time to time under the existing Govt. policy.

EARNEST MONEY:

(a) The tenderer must submit/ deposit earnest money, if specified in the RFQ/Tender enquiry, failing which the tender is liable to be rejected. Earnest Money Deposit shall be submitted in the form of crossed Demand Draft in favour of "Bharat Petroleum Corporation Ltd." / Electronic Funds Transfer to BPCL Bank Account / Bank Guarantee executed by any Scheduled Bank approved by Reserve Bank of India (as per Proforma provided in Annexure 2). Earnest Money Deposit (EMD) shall be valid for a period of 6 (Six) months from the due date of opening of Techno-commercial Bids and shall be submitted from any Indian Scheduled Commercial Bank / Indian Branch of Foreign Bank. EMD submitted by foreign vendors shall be in USD / EURO only.

In case of limited tender, Earnest Money deposit (EMD) is not applicable for registered contractors of BPCL.

NOTE: Exemption of Bidding Document fee and EMD will be applicable for Micro and Small Enterprises (MSEs) registered with National Small Industries Corporation (NSIC)/ District Industries Centers (DIC) as per applicable government guidelines. Such bidder shall submit Notary attested copy of the certificate issued by NSIC or DIC, valid as on the date of bid opening, indicating that their registration includes the items/works under tender. The registration certificate should remain valid during the period of the contract that may be entered into such successful bidder. Such tenderers should ensure validity of the Registration Certificate for the purpose.

NOTE: 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 after the completion of BQC evaluation / Technical Evaluation / Priced Bid Evaluation as applicable.

(b) CONVERSION OF EMD TO SECURITY DEPOSIT:

The earnest money deposit (EMD) of the contractor whose tender may be accepted, if paid in forms other than Bank Guarantee, can be converted to security deposit for due performance of the contract if the contractor so desires. The "performance security deposit/retention money" vide clause 18 shall also be applicable limiting to a maximum of 10% of the contract value.

TENDER 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 prior 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 besides forfeiture of Earnest Money deposited by tenderer.

FIRMNESS OF QUOTE :

Once the quotation is accepted, the rates quoted shall be firm till the entire work is completed.

LANGUAGE OF BID:

The Bid, all correspondence and documents relating to the bid, between Bidder and BPCL, shall be written in English language only. Any supporting document furnished by Bidder may be written in other language provided that this literature is accompanied by an authenticated English translation in which case, for purpose of interpretation of the Bid, the English translation shall govern.
7.C **CURRENCIES OF BID & PAYMENT:**
For materials and services to be procured from India, Bidder shall quote the prices in INR only.

Indian bidders shall quote the rates/prices in Indian Rupees (INR) only for Indian component and in USD / EURO for Foreign Component. Foreign Bidders can quote their prices in INR / USD / EURO. Payment shall be subject to RBI guidelines.

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

9 **RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:**
9.1 The right to accept the tender will rest with the Owner. The Owner, however, does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever.
9.2 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.

10 A **INTEGRITY PACT (IP):**
Vendors are requested to sign & return IP document, attached as Annexure 7, if applicable as per the terms of the tender. This document is essential & binding.

Proforma of Integrity Pact shall be returned by the Bidder along with the bid documents (Technical Bid), duly filled up and signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder's failure to return the Integrity Pact duly signed along with the bid documents may result in the bid not being considered for further evaluation.

If the Bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from Bidder Liquidated Damages amount by forfeiting the EMD/ Bid Security as per provisions of the Integrity Pact.

If the contract has been terminated according to the provisions of the Integrity Pact, or if BPCL is entitled to terminate the contract according to the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from Contractor Liquidated Damages amount by forfeiting the Security Deposit/ Performance bank Guarantee as per provisions of the Integrity Pact.

Bidders may raise disputes/ complaints, if any, with the nominated Independent External Monitor.

10 B **HOLIDAY LISTING:**
The vendors / contractors are expected to adopt the ethics of highest standards and a very high degree of integrity, safety and quality consciousness, commitment and sincerity towards the work undertaken and dealing with BPCL in such matters. Also, while participating in the tender and performing the contracts, Contractors are required to meet certain performance criteria and adherence to the terms and conditions of the tender / contract. BPCL shall have the right to remove from the list of approved suppliers / contractors or to ban business dealings, if any agency has been found to have committed misconduct or fraud or poor performance or anything unethical not expected from a reputed agency.

The guidelines and procedures for Holiday Listing as adopted by BPCL and available separately in BPCL website shall be applicable in the context of all tenders floated and consequently, all Orders / Contracts / Purchase Orders placed, by BPCL.

10 C **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.
FOREIGN BIDDERS:

It is mandatory for the foreign bidder to furnish the documents for the compliance to requirement of PAN No., Tax Residency Certificate and Form No.10F (applicable for foreign bidder in case of services in India is required as per scope of bidding document) as per Income Tax Act in case his receipts are subject to tax deduction at source in India:

(a) PAN No.

PAN as per the Indian Income Tax requirements shall be submitted, failing which the Supplier/Contractor/Consultant shall be responsible for any additional tax deduction at source as per the provisions of the Indian Income Tax Act/Rules and the same shall be deducted from the payment made to supplier/contractor/consultant.

(b) Tax Residency Certificate (TRC)

TRC containing prescribed particulars as per the Annexure 5 from the Government of foreign country in order to claim the benefits of DTAA as per the Indian Income Tax requirements shall be submitted, failing which the relief under DTAA will not be available and consequently the actual rate of withholding tax will be applicable and deducted from the payment made to supplier/contractor/consultant (i.e., non-resident taxpayer). The TRC shall be duly verified by the Government of the country of which the assessee claims to be a resident for the purposes of tax.

(c) Form 10F

In additional to TRC, in order to claim the benefits of DTAA, bidder shall also submit additional information in form no. 10F as per Annexure 6. Form 10F has to be signed & verified by the assessee himself.

The above shall be furnished before release of any payment or within one month of the release of Order, whichever is earlier. In case of failure to submit the above information, any additional tax liability on Owner, will be deducted from the payment due to the contractor.

COLLECTION OF DATA TENDERER’S RESPONSIBILITY:

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.

TIME SCHEDULE:

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.

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.

RETIRIED GOVERNMENT 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.
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 decision 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.
SECURITY DEPOSIT TOWARDS PERFORMANCE/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 within 30 days of receipt by him of the notifications of acceptance of tender 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 in forms other than Bank Guarantee, towards security deposit if he so desires.

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 completion of contractual completion period, defect liability period (if applicable) plus a claim period of 3 months. The Bank Guarantee shall be in the form prescribed (Annexure 2).

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.

If the Contract Value is in more than one currency, the Security deposit shall also be in multiple currencies amounting to 10% for each currency of awarded contract.

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 the quoted currency in the case of foreign bidders (INR/USD/EURO as the case may be.).

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.

20 FORCE MAJEURE:

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

21 EXTENSION OF TIME:

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

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

22. LIQUIDATED DAMAGES FOR DELAY:

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

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

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

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

24 TERMINATION/OFFLOADING:

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

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

25. FORFEITURE OF SECURITY DEPOSIT:

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

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

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

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

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

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

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 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) of clause 26 vested in him under the preceding clause he may, if he so desires 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.
29  **CHANGES IN CONSTITUTION OF THE CONTRACTOR:**

The Contractor, whether an individual, Proprietary Concern, Hindu Undivided Family, Partnership Firm, Private Limited Company or Public Limited Company, shall not make any change(s) in its constitution, by transfer of substantial shareholding or of management (in case of a company) or by addition or deletion of Partners, change in the terms of Partnership, or make any other material change(s) without prior approval of Owner. Any such unauthorized change shall attract the provisions of clause 35 hereof.

30  **IF THE CONTRACTOR DIES:**

Without prejudice to any of the rights or remedies under his contract, if the contractor (if an individual) 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 sublet by the contractor directly or indirectly to any firm or corporation whatsoever except as provided for in the succeeding sub-clause, without the consent in writing of the Owner.

ii) 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 and for such price 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 **CONTRACTOR'S RESPONSIBILITY WITH OTHER AGENCIES:**

Without repugnance to any other condition, it shall be the responsibility of the contractor executing the work, 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.

38 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.

39 NOTICES:

Any notice hereunder may be served on the contractor or his duly authorized representative at the job site or may be served by registered mail or speed post 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.

40 RIGHTS OF VARIOUS INTERESTS:

i) The Owner reserves the right to distribute the work between more than one contractor. The contractor shall co-operate 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.

41 RIGHT OF OWNER TO DETERMINE / TERMINATE CONTRACT

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

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

42 PATENTS AND ROYALTIES:

42.1 The contractor, if licensed under any patent covering equipment, machinery, materials or compositions of matter to be used or supplied or methods and process to be practiced or employed in the performance of this contract, agrees to pay all royalties and licence fees which may be due with respect thereto. If any equipment, machinery, materials or composition matters, to be used or supplied or methods and process to be practised or employed in the performance of this contract, is covered by a patent under which contractor is not licensed then the contractor before supplying or using the equipment, machinery, materials, compositions method or processes shall obtain such licences, and pay such royalties and licence fees as may be necessary for performance of the contract. In the event, the contractor fails to pay any such royalties or obtain any such licence, any suit for infringement of such patents which is brought against the contractor or the Owner as a result of such failure will be defended by the contractor at his own expenses and the contractor will pay any damages and costs awarded in such suit. The contractor shall promptly notify the owner if the contractor has acquired knowledge of any patent under which a suit for infringement could be reasonably brought because of the use by the Owner of any equipment, machinery, materials, and process methods to be supplied hereunder. The contractor agrees to and does hereby grant to Owner, together with the right to extend the same to any of the subsidiaries of the Owner as irrevocable, royalty-free licence to use in any country, any invention made by the contractor or his employee in or as a result of the performance of the work under the contract.
The Owner shall indemnify and save harmless the contractor from any loss on account of claims on contractor for
the contributory infringement of patent rights arising out and based upon the claim that the use by the Owner of
the process included in the design prepared by the Owner and used in the operation of the plant infringes on any
patent right with respect to any sub-contract entered into by contractor pursuant to the provisions of sub-
contractor an undertaking to provide the Owner with the same patent protection that contractor is required to
provide under the provisions of this clause.

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

42.3 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.
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 proforma 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.

54.2 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.
54.3 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.

55 MATERIALS SUPPLIED BY OWNER:

55.1 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 hereinafter 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.

55.2 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.

56 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.

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 the Owner, 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.

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.

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.

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, doubts, or misunderstanding shall in any event be admissible.

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 discretion 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

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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 are unusually high or unusually low (i.e. in case of variation plus or minus 25% between tendered rates and estimates), 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 and measurement of the works by the Engineer-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 by 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 of which workmanship is 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 thereof 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.

72. **PERIOD OF LIABILITY FROM THE DATE OF COMPLETION OF WORK:**

72.1 The contractor shall guarantee the installation/site work for a period of - 12 (twelve) 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.

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 recover such expenses and other charges from amount payable to the contractor including security deposit and the contractor, on demand of owner, shall pay the balance amount, if any, to 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. The format given below is only indicative of major parameters on which performance will be evaluated. However, the detailed contractor performance monitoring format prevailing at the time of evaluation of contractor performance will be used. Review of performance will be carried out at appropriate intervals by BPCL.
## PERFORMANCE OF CONTRACTOR

Date: ..................  

**JOB:** ...................................................................................................................................................................

**CONTRACTOR:** ..................................................................................................................................................

**CONTRACT NO. & DATE:** ..................................................................................................................................

**DATE OF START:** ....................................................  DATE OF COMPLETION: ...................................................

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<th>PARAMETERS</th>
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<td>Concern for Housekeeping</td>
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**ENGINEER-IN-CHARGE**  
**NAME**  
**DESIGNATION**
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 authorised 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 acceptance 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 in approved proforma in duplicate (triplicate in the case of jobs executed through PMC) 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 estimated to cost more than Rs. 50,000/-, the contractor on submitting the bill thereof shall be entitled to receive a monthly payment proportionate 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 or RTGS 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 in 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 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 as 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/pipe 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 proceeding that may be brought against the Owner arising under, growing out of, or by reason of the work provided for by this contract by third parties, or by Central or State Government authority or any administrative sub-division thereof.

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

i) Employees State Insurance Act:
The Contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employees State Insurance Act, 1948, and the contractor further agrees to defend, indemnify and hold Owner harmless from any liability or penalty which may be imposed by the Central, State or Local Authority by reason of any asserted violation by contractor or sub-contractor, of the Employee State Act, 1948 and also from all claims suits or proceedings that may be brought against the Owner arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of the contractor, by third parties or by Central or State Government authority or any political sub-division thereof.
The contractor agrees to filing, with the Employees State Insurance Corporation, the Declaration Forms and all forms which may be required in respect of the contractor’s or sub-contractor’s employees whose aggregate remuneration as fixed by the concerned authorities and who are employed in the work provided for or those covered by ESI Act under any amendment to the Act from time to time. The contractor shall deduct and secure the agreement of the sub-contractor to deduct the employee’s contribution as per the first schedule of the Employee State Insurance Act from wages and affix the Employee’s contribution Cards at Wages payment intervals. The contractor shall remit and secure the agreement of the sub-contractor to remit to the authorized bank, Employee’s State Insurance Corporation Account, the Employee’s contribution as required by the Act. The contractor agrees to maintain all Cards and records as required under the Act in respect of employees and the payments and the contractor shall secure the agreement of the subcontractor to maintain such records. Any expenses incurred for the contribution, making contribution or maintaining records shall be to the contractor’s or sub-contractor’s account.
The Owner shall retain such sum as may necessary, from the total contract value until contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid.

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

In every case to which by virtue of the provisions of Section 12, sub-section (1) of workmen's compensation Act 1923 or other applicable provisions of workmen's Compensation Act any other Act, the Owner is obliged to pay compensation to a workmen employed by contractor in execution of the works, the Owner will recover from the contractor the amount of compensation so paid and without prejudice to the rights of Owner under Section 12 sub-section (2) of the said Act. Owner shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the contractor whether under the contract or otherwise. The Owner shall not be bound to contest any clime 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 work/job and it does not give you any right of claim for employment by owner.

89.A 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.

89.B MEDICAL FITNESS CERTIFICATION:
Contractor shall follow guidelines for medical fitness certification of workers employed for working at height more than 30 metres using temporary structures.

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. A ARBITRATION:
   a) Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of the Company 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 and finally resolved by Sole Arbitrator, who shall be appointed by Director (Refinery) of BPCL as per the procedure given in sub-clause (b) given herein below.

   b) Procedure for appointing the sole arbitrator: A party wishing to commence an arbitration (the "Claimant") shall file with the Director (Refinery) of BPCL a Notice of Arbitration which shall comprise:
      i. a demand that the dispute be referred to arbitration;
      ii. a reference to the arbitration clause or the arbitration agreement that is invoked and a copy of it;
      iii. a reference to the contract out of or in relation to which the dispute arises and where possible, a copy of it;
      iv. a brief statement describing the nature and circumstances of the dispute, specifying the relief claimed and, where possible, an initial quantification of the claim amount.
      v. any other details which the claimant wishes to refer and rely upon.

      Upon receipt of the above notice of arbitration, the Director (Refinery) of BPCL shall appoint the Sole Arbitrator as per the provisions of the Arbitration and Conciliation Act, 1996.

   c) The venue of arbitration shall be Mumbai (in case of Mumbai Refinery) or Kochi (in case of Kochi Refinery). The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder for the time being in force shall apply to the arbitration proceedings under this clause.
d) The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute, before him. The arbitrator shall have all summary powers and may take such evidence oral and/or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Indian Arbitration & Conciliation Act 1996 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.

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

f) 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.

g) The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims of cross claims of the parties.

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

i) The parties hereby agree that the courts in the city of Mumbai (in case of Mumbai Refinery) or Kochi (in 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 (if so required) in the concerned courts in the city of Mumbai (in case of Mumbai Refinery) or Kochi (in case of Kochi Refinery) only.

91.B SETTLEMENT OF DISPUTES BETWEEN PUBLIC SECTOR UNDERTAKING/ PUBLIC SECTOR ENTERPRISES/ GOVERNMENT DEPARTMENT:

i. If the CONTRACTOR is a Public Sector Undertaking or Enterprise or is a Government Department, any dispute or difference between the parties hereto arising out of any notified claim of the CONTRACTOR in terms hereof and/ or arising out of any amount claimed by the OWNER (whether or not the amount claimed by the OWNER or any part thereof shall have been deducted from the Final Bill of the CONTRACTOR or any amount paid by the OWNER to the CONTRACTOR in respect of the work) which cannot be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government, shall be referred to the Permanent Machinery of Arbitrators of Department of Public Enterprises, New Delhi, under the guidelines issued by Government of India. The Arbitration and Conciliation Act, 1996 or any other law for the time being in force shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute. However, any party aggrieved may file an appeal against the award before the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India for setting aside the award published by PMA. Upon such reference the dispute shall be decided by the Law Secretary whose decision on the appeal shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

ii. Notwithstanding the existence of any dispute or arbitration in terms hereof or otherwise, the CONTRACTOR shall continue and be bound to continue and perform the works to completion in all respects according to the Contract (unless the Contract or works be determined by the OWNER) and the CONTRACTOR shall remain liable and bound in all respects under the Contract.

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.
Now this Agreement Witnesseth And, it is hereby agreed and declared as follows:

A. The Owner being desirous of having provided and executed works mentioned, enumerated or referred to in the tender documents including Short Tender Notice. General Tender Notice, General Conditions of Contract, Special Conditions of Contracts, Specifications, Drawings, Plans, Time Schedule for Completion of jobs, Agreed Variations, other documents, has called for Tender.

B. The contractor has inspected the site and surroundings of the works specified in the tender documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and material necessary for the execution of work, the means of access to site, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances, or interferences to or with the execution and completion of the work to be carried out under the Contract and has examined and considered all other matters, conditions and things and probable and possible contingencies and generally all matters incidental thereto and ancillary and thereof effecting the execution and completion of the work and which might have influenced him in making his tender.

C. The Notice Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Specification, Drawings, Plans, Time Schedule of Jobs, and other documents, copies of all which are hereto annexed and marked "A", the letter of submission of tender and Acceptance of Tender and statement of agreed variations with its enclosures, copies of which are also hereto annexed and marked "B" form part of his contract though separately set out herein and or included in the expression "CONTRACT" wherever herein used.

And whereas:

The Owner accepted the Tender of the Contractor for the Provision and the execution of the said work at the rates stated in the Schedule of Quantities of works and finally approved by Owner (hereinafter called the “Schedule of Rates”) upon the terms and subject to the conditions of contract.

Now this Agreement Witnesseth And, it is hereby agreed and declared as follows:

In consideration of the payment to be made to the contractor for the work to be executed by him, the contractor hereby convenants with the owner that the contractor shall and will duly provide, execute and complete the said works and shall do and perform all other acts and things in the contract mentioned or described or which are to the implied therefrom or may be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.

In consideration of the due provision, execution and completion of the said works, the Owner does hereby agree with the contractor that the Owner will pay to the contractor the respective amounts for the works actually done by him and approved by the Owner at the Schedule of Rates and such other sum payable to the contractor under provision of Contract, such payments to be made at such time in such manner as provided for in the contract.

AND

In consideration of the due provision, execution and completion of the said works the contractor does hereby agree to pay such sums as may be due to the Owner for the services rendered by the owner to the contractor, such as power supply, water supply and other as set for in the said contract and such other as may become payable to the Owner towards the controlled items of consumables materials or towards loss, damage to the Owner equipments, materials, construction equipments and machinery, such payments to be made at such time and in such manner as is provided in the contract.

It is specifically and distinctly understood and agreed between the Owner and the Contractor that the contractor shall have no right title or interest in the site made available by the Owner for the execution of the work or in the buildings, structures or works executed on the said site by the contractor or in the goods, articles, materials etc. brought on the said site (unless the same specifically belongs to the contractor) and the contractor shall not have or dressed to have any lien whatsoever charge for unpaid bills nor will be entitled to assume or retain possession or control of the site or structures and the Owner shall have an absolute and unfatttered right to take full possessions of the site and remove the contractor, their servants, agents and materials belonging to the contractor and lying on the site.

The contractor shall be allowed to enter upon the site for execution of the works only as a licenses simpliciter and shall not have any claim, right, titles or interest in the site or the structures erected thereon and the Owner shall be entitled to terminate such licence at any time without assigning reason.

The materials including sand, gravel, stone, loose earth, rock etc., dug up or excavated from the said site shall, unless otherwise expressly agreed under this contract, exclusively belong to the Owner and the contractor shall have no right
to claim over the same and such excavations and materials should be disposed off on account of the Owner according
to the instructions in writing issued form time by the Engineer-in-Charge.
In witness whereof the parties have executed these presents in the day the year first above written

Signed and Delivered for and
on behalf of Owner i.e.
Bharat Petroleum Corporation Limited

Signed and Delivered for and
on behalf of Contractor

(Name, designation and address of authorized signatory)

DATE..................................................................... DATE.................................................................

PLACE.................................................................. PLACE.................................................................

In Presence of Two Witnesses

BPCL witnesses – Signature, Name & Address:-

Contractor’s witnesses – Signature, Name & Address:-

1. ........................................................................ 1. .................................................................

2. ........................................................................ 2. .................................................................

3. ........................................................................ 3. .................................................................

4. ........................................................................ 4. .................................................................

5. ........................................................................ 5. .................................................................

6. ........................................................................ 6. .................................................................

7. ........................................................................ 7. .................................................................

8. ........................................................................ 8. .................................................................

9. ........................................................................ 9. .................................................................

10. ................................................................... 10. ...............................................................
ANNEXURE 2

PROFORMA OF BANK GUARANTEE for EARNEST MONEY /INITIAL/ FULL SECURITY DEPOSIT
(On non-judicial paper of appropriate value)

To,

Bharat Petroleum Corporation Ltd.
(Address)

Dear Sirs,

M/s. ______________________(hereinafter referred as “BIDDER”/“CONTRACTOR”) (Bidder’s / Contractor’s name and address) have taken tender for the WORK of _______________________ (Name of Work) for Bharat Petroleum Corporation Limited, with registered office in Bharat Bhavan, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai, India and having Refinery at .......(Mumbai / Kochi as the case may be) (hereinafter referred as “OWNER”).

The tender conditions provide that the BIDDER / CONTRACTOR shall pay a sum of Rs. _____________ (Rupees __________________________________) as earnest money /initial/ full security deposit in the form therein mentioned.

The form of payment of earnest money / initial / full security deposit includes guarantee executed by schedule “A” Bank, undertaking full responsibility to indemnify OWNER in case of default. The said BIDDER/CONTRACTOR have approached us and at their request and in consideration of the premises, we _________________(Bank’s name) having our office at ________________ (hereinafter referred as “GUARANTOR’) have agreed to give such guarantee as hereinafter mentioned.

1. GUARANTOR hereby undertake and agree that if default shall be made by BIDDER / CONTRACTOR in performing any of the terms and conditions of the tender, GUARANTOR do hereby irrevocably bind themselves and undertake to pay the OWNER on first demand in writing by OWNER without protest or demur or proof or condition and without reference to the BIDDER / CONTRACTOR, the said amount of Rs. __________(Rupees ______________________)

2. OWNER will have the full liberty without reference to GUARANTOR and without effecting this guarantee to postpone for any time or from time to time the exercise of any of the powers and rights conferred on OWNER under the tender with the said BIDDER/CONTRACTOR and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said BIDDER / CONTRACTOR which under law relating to the sureties would but for provision have the effect of releasing the GUARANTOR.

3. OWNER will have the right to recover the said sum of Rs.___________________(Rupees ______________________) from GUARANTOR in manner aforesaid and such rights will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said BIDDER / CONTRACTOR 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 ______________(Bidder’s / Contractor’s Name).

5. GUARANTOR’S liability under this guarantee is restricted to Rs. __________(Rupees ______________________). This guarantee shall remain in force until ______________ unless a demand (3 months beyond bid validity) under guarantee is made against GUARANTOR within the aforesaid date, in which event the validity of this bank guarantee shall automatically be extended for another 3 (three) months, all rights under the said guarantee shall be forfeited and GUARANTOR shall be relieved and discharged from all liabilities thereunder.
6. GUARANTOR 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.

NOTE: In case of earnest money, BIDDER shall be applicable and in case of initial / full security deposit, CONTRACTOR shall be applicable.
ANNEXURE 3

PROFORMA OF BANK GUARANTEE FOR MOBILIZATION ADVANCE
(On non-judicial paper of appropriate value)

To,

Bharat Petroleum Corporation Ltd.
(Address)

Dear Sirs,

In consideration of Bharat Petroleum Corporation Limited, with registered office in Bharat Bhavan, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai, India and having Refinery at ……. (Mumbai / Kochi as the case may be) (hereinafter referred to as “The Company” which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) having placed on Messrs……………………….. (Name) ……………………………. (Constitution) …………………………………………………………………. (address) (hereinafter referred to as “The Contractor” which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assigns) an order for the purchase of supplies etc. (Name of Job) under and in terms of a Contract as evidenced by a Letter of Acceptance No. ………………… and / or Purchase Order No. …………………. dated ……………….., issued by the Company to the Contractor, read with the relevant Tender Documents (hereinafter collectively called “the Contract” which expression shall include any formal contract entered into between the Company and the Contractor in supersession of the said Letter of Acceptance and all amendments and/or modifications therein or in the terms of the said advance as herein stipulated).

AND WHEREAS the Company has agreed to advance the Contractor, inter-alia, recoverable interest bearing mobilization advance up to a maximum of 10% ( ten percentage) of the contract value (hereinafter referred to as “MOBILIZATION ADVANCE) in the manner provided for in the Bidding Document, a sum of Rs………………….. (Rupees…………….only) being the first / second installment (Delete whichever is not applicable) of Mobilization Advance upon the condition, inter-alia, that the said Advance together with interest thereon at the rate of 10% (10 percentage) per annum on reducing balance basis on the amount of the said Advance for the time being outstanding shall, without prejudice to any other mode of recovery available to the Company, be recoverable by the Company by deduction from the gross accepted amount of any Running Account Bills of the Contractor commencing from the first Running Account Bill of the Contractor in equal monthly installments together with the interest accrued within a time span of …………. Months in the manner provided for in the Bidding Document and meanwhile, the said Advance shall be secured by an undertaking from a Bank as hereinafter appearing.

We……………………….. (Name of the Bank), a body registered/constituted under the ………………………………….Act, having Registered Office/Head Office at………………………..(hereinafter called the “Bank” which expression shall include its successors and assigns), at the request of the Contractor and with the intent to bind the Bank and its successors and assigns, do hereby unconditionally and irrevocably undertake to pay the Company forthwith on first demand without protest or demur or proof or satisfaction and without reference to the Contractor, any and all amounts demanded from us by the Company with reference to this Undertaking upto an aggregate limit of Rs.………………….. (Rupees …………………….. only) being 110% of the aforesaid advance and interest thereon at the rate hereinabove provided.

AND the Bank doth hereby further agree as follows:

i) This Guarantee/Undertaking shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Company upon the Bank made up to the midnight of …………………. (contractual completion date) provided that the Bank shall upon the written request of the Company made upon the Bank at any time within 6 (six) months from the said date extend the validity of the Bank Guarantee by a further 6 (six) months so as to enable claims to be made under this Guarantee by a further 6 (six) months from the said date with the intent that the validity of this Guarantee shall automatically stand extended by a further 6 (six) months upon such request by the Company.

ii) The Company shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this guarantee/undertaking, at any time and/or from time to time to amend or vary the contract and/or any of the terms and conditions thereof or relative to the said Advance and/or to extend time for performance of the said contract in whole or part and/or payment of the said Advance in whole or part or to postpone for any time and/or from time to time any of the said obligations of the Contractor and/or the rights, remedies or powers exercisable by the Company against the Contractor and either to enforce or forbear from enforcing any of the terms and conditions of or governing the said Contract and/or the said Advance, or the securities, available to the Company and the Bank shall not be released from its liability under these Presents and the liability of the Bank shall remain in full force and effect notwithstanding any exercise by the Company of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the Contractor or of any other act, matter or thing whatsoever which under any law could (but for this provision) have the effect of releasing the Bank from its liability hereunder or any part thereof and the Bank hereby specifically waives any and all contrary rights whatsoever.
iii) The obligations of the Bank to the Company hereunder shall be as principal to principal and shall be wholly independent of the Contract and it shall not be necessary for the Company to proceed against the Contractor before proceeding against the Bank and the guarantee/undertaking herein contained shall be enforceable against the Bank as Principal debtor notwithstanding the existence of any undertaking or security for any indebtedness of the Contractor to the Company (including relative to the said Advance) and notwithstanding that any such undertaking or security shall at the time when claim is made against the bank or proceedings taken against the Bank hereunder, be outstanding or unrealised.

iv) As between the Bank and the Company for the purpose of this undertaking, the amount stated in any claim, demand or notice made by the Company on the Bank with reference to this undertaking shall be final and binding upon the Bank as to be the amount payable by the Bank to the Company hereunder notwithstanding any dispute or disputes has been raised by the Seller and are pending before any arbitration, Tribunal or Court.

v) The liability of the Bank to the Company under this undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Contractor and the Company, the Contractor and/or the Bank and/or the Bank and the Company or otherwise howsoever touching or affecting these presents or the liability of the Contractor to the Company, and notwithstanding the existence of any instructions or purported instructions by the Contractor or any other person to the Bank not to pay or for any cause withhold or defer payment to the Company under these presents, with the intent that notwithstanding the existence of such difference, dispute or instruction, the Bank shall be and remain liable to make payment to the Company in terms hereof.

vi) This undertaking shall not be determined or affected by any change in the constitution of the Bank or that of the Contractor or the Company or any irregularity in the exercise of borrowing powers by or on behalf of the Contractor.

vii) The Bank agrees that the guarantee herein contained shall continue to be enforceable till the sum due to the Company on account of the said advance is adjusted as aforesaid or till the Company discharges this guarantee.

viii) The Bank further undertakes not to revoke this guarantee during its currency without the previous consent of the Company.

ix) The Bank also agrees that the Company shall be entitled to enforce this guarantee, notwithstanding any other security or guarantee that it may have in relation to the vendor’s liability for the said advance.

x) Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Company to the Bank either by post or by fax. If transmitted by fax, the transmission shall be complete as soon as acknowledged by bank.

xi) Notwithstanding anything contained herein:
   (i) The Bank’s liability under this guarantee/undertaking shall not exceed ____________________________________________________ (Amount in figures & words);
   (ii) This guarantee/undertaking shall remain in force upto__________________ and any extension(s) thereof; and
   (iii) The Bank shall be released and discharged from all liability under this guarantee/undertaking unless a written claim or demand is issued to the Bank on or before__________________ or the date of expiry of any extension(s) thereof if this guarantee/undertaking has been extended.

xii) This Guarantee shall be treated as an unconditional guarantee and the Contractor shall have no right to object or obstruct in any way the enforcement of this guarantee.

Yours faithfully,

Signature: _________________________________________

Name & Designation: ________________________________

Name of the Branch: _________________________________

Dated: ____________________________________________
ANNEXURE 4
PROFORMA OF BANK GUARANTEE TOWARDS ADVANCE
(On non-judicial stamp paper of appropriate value)

To,
Bharat Petroleum Corporation Ltd.
(Address)

Dear Sir,

WHEREAS Bharat Petroleum Corporation Ltd. with registered office in Bharat Bhavan, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai, India and having Refinery at ......(Mumbai / Kochi as the case may be) (hereinafter referred to as “the Corporation” which expression shall unless repugnant to the context include their legal representatives, successors and assigns, have entered into a contract (hereinafter referred to as “the Contract”) with M/s ______________________ AND WHEREAS one of the conditions of the said contract is that the Corporation should make an advance payment to the contractor _____________(Rupees___________________only) being ........% (........... percent) of the value of the contract against a bank guarantee from Schedule ‘A’ bank.

AND WHEREAS at the request of the contractor, the Corporation has agreed to accept the Bank Guarantee from ___________________ Bank (hereinafter referred to the “Surety”) having their registered office at ________________________________.

NOW THIS GUARANTEE WITNESSETH that in consideration of the Corporation having at the request of the contractor agreed to accept bank guarantee of the surety in respect of advance of Rs. ______ (Rupees ______________________only) payable by the Corporation to the contractor as per terms of the said contract, the Surety hereby undertake and agree that if the said amount advance payment shall become reduced and/ or extinguished under terms of the contract between Corporation and Contractor, the Surety do hereby irrevocably bind themselves and undertake to pay to the Corporation on first demand in writing by the Corporation without protest or demur or proof or condition and without reference to the contractor, the amount not exceeding altogether a sum of Rs. ____ (Rupees ______________only) being the amount of advance payment or such other unadjusted amount of the said advance. The decision of the Corporation as to the whether the terms and conditions of the Contract or this guarantee have been observed shall be final and binding on the Surety.

THE GUARANTEE HEREIN CONTAINED is not revocable during the currency of the contract and will remain in force until:

a) Payment has been made to the Corporation by the Surety of the aggregate amount payable hereunder.
b) The Contract for which this advance payment is being made is completed to the entire satisfaction of the Corporation and intimation thereof has been given to the surety by the Corporation whichever is earlier.

NOTWITHSTANDING anything stated above, the liability of the surety under this guarantee is restricted to Rs.____ (Rupees ______________only) and this guarantee will remain in force upto ______ in the first instance and in case Contractor’s obligations under the contract are not completed within the said period, the Surety to hereby agree to further extend the guarantee till such time as is required to fulfill the contractor’s obligation.

Our grantee shall remain in force until _______________unless a demand in writing for claim under this guarantee is lodged with us before that date i.e. on or before __________ all your rights under the said guarantee shall be forfeited and we shall be released and discharged from liability hereunder.

We have the power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do so under the Power of Attorney dated ____________ granted to him by the bank.

___________________Bank
By its Constituted Attorney

_____________________
Signature of Person duly
Authorised to sign on
Behalf of the Bank
ANNEXURE 5

TAX RESIDENCY CERTIFICATE

TRC obtained by the Non-resident from Government of foreign country shall contain the following particulars:

i. Name of the assessee
ii. Status (individual, company, firm, etc.) of the assessee
iii. Nationality (in case of individual)
iv. Country or specified territory of incorporation or registration (in case of others)
v. Assessee’s tax identification number in the country or specified territory of residence or in case of no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory
vi. Residential status for the purpose of Tax
vii. Period for which the certificate is applicable
viii. Address of the applicant for the period for which the certificate is applicable
### Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Income-tax Act, 1961

1. I ________________ son/daughter of Shri ___________ in the capacity of __________________ (designation) do provide the following information, relevant to the previous year ____________, in my case/in the case of ____________ for the purposes of sub-section (5) of *section 90/section 90A*:

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<tr>
<th>Sl. No.</th>
<th>Nature of information</th>
<th>Details #</th>
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<tr>
<td>(i)</td>
<td>Status (individual, company, firm etc.) of the assessee</td>
<td></td>
</tr>
<tr>
<td>(ii)</td>
<td>Permanent Account Number (PAN) of the assessee if allotted</td>
<td></td>
</tr>
<tr>
<td>(iii)</td>
<td>Nationality (in the case of an individual)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>or Country or specified territory of incorporation or registration (in the case of others)</td>
<td></td>
</tr>
<tr>
<td>(iv)</td>
<td>Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident</td>
<td></td>
</tr>
<tr>
<td>(v)</td>
<td>Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable</td>
<td></td>
</tr>
<tr>
<td>(vi)</td>
<td>Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable</td>
<td></td>
</tr>
</tbody>
</table>

2. I have obtained a certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A from the Government of __________________ (name of country or specified territory outside India).

   Signature:  
   Name:  
   Address:  
   Permanent Account Number: 

**Verification**

I ________________ do hereby declare that to the best of my knowledge and belief what is stated above is correct, complete and is truly stated.

   Verified today the ______ day of ____________

   Signature of the person providing the information

   Place:  

**Notes:**

1. * Delete whichever is not applicable.
2. # Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A.".
ANNEXURE 7

Format of Integrity Pact
(To be executed on plain paper and applicable for all tenders of value above Rs. 1 crore)

INTEGRITY PACT

Between

Bharat Petroleum Corporation Limited (BPCL) hereinafter referred to as "The Principal",

And

………………………………………. hereinafter referred to as "The Bidder/ Contractor/Supplier"

Preamble

The Principal intends to award, under laid down organization procedures, contract/s for

…………………………. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s, Contractor/s and Supplier/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an Independent External Monitor (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above. Accordingly, the Principal has appointed Mr. ………… as IEM with the following address:-

Mr. …………
……………………
……………………
Tel: ………………………

Section 1 – Commitments of the Principal

1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

   a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

   b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

   c) The Principal will exclude from the process all known prejudiced persons.

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

Section 2 – Commitments of the Bidder / Contractor / Supplier

1) The Bidder / Contractor / Supplier commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

   a) The Bidder / Contractor/Supplier will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.
b) The Bidder / Contractor / Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c) The Bidder / Contractor / Supplier will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / Contractor / Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder / Contractor / Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2) The Bidder / Contractor / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

1) If the Bidder/Contractor/Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor / Supplier from future Contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.

3) The Bidder accepts and undertakes to respect and uphold the Principal’s absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

4) If the Bidder / Contractor / Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 – Compensation for Damages

1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.

2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor/Supplier liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor / Supplier can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor/Supplier shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous Transgression

1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.
Section 6 – Equal treatment of all Bidders /Contractors /Suppliers/ Subcontractors

1) The Bidder/Contractor/Supplier undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors/Suppliers and Subcontractors.

3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section 7 – Punitive Action against violating Bidders /Contractors /Suppliers/Subcontractors

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

Section 8 – Independent External Monitors

1) The Principal has appointed competent and credible Independent External Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

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

3) The Bidder/Contractor/Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/Contractor/Supplier. The Bidder/Contractor/Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Supplier/Subcontractor with confidentiality.

4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/Supplier. The parties offer to the Monitor the option to participate in such meetings.

5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/Contractor/Supplier to present its case before making its recommendations to the Principal.

6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the ‘Principal’ and, should the occasion arise, submit proposals for correcting problematic situations.

7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8) The word ‘Monitor’ would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor/Supplier 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

Section 10 - Other provisions

1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3) If the Bidder/Contractor/Supplier is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

............................ ……………………………………………………. …………………………………………………..
For the Principal For the Bidder/Contractor/Supplier
Place ……………… Witness 1
(Signature/Name/Address)
Witness 2: Date ………………
(Signature/Name/Address)
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.
Quality, Environment, Health, Safety & Security (QEHS) Policy

We at BPCL Mumbai Refinery, commit to consistently provide products and services by demonstrating excellence in our Quality, Environment, Occupational Health, Safety and Security (QEHS) performance for sustainable development, exceeding customer satisfaction and stakeholder expectations.

To achieve the above, we shall:

• Proactively anticipate risks & opportunities in our operations and address them through short & long term objectives, programs and plans.
• Inculcate risk based thinking, adopt best in class industry practices and drive continual improvement in all our functions.
• Strive for prevention of pollution and environmental protection
• Focus on prevention of injury and ill health
• Foster enduring stakeholder engagement through effective interaction and feedback processes.
• Comply with all applicable legislation and other compliance obligations

We shall communicate this Policy to all the stakeholders and review its adequacy, effectiveness and suitability across the organization.

Skklua 1.08.2016

C J Iyer
General Manager In-charge
Mumbai Refinery
Energy Policy

We at BPCL Mumbai Refinery, are committed to continual improvement in Refinery Energy Performance and shall demonstrate Excellence in Energy Management System by:

- Complying with all applicable legal and other requirements.
- Ensuring availability of information & resources to achieve objectives and targets which will be reviewed periodically.
- Supporting purchase of Energy Efficient products and services, incorporating latest design for Energy Performance Improvement.

SS Sunderajan
General Manager I/C
Mumbai Refinery
ENERGY EFFICIENCY

Clause 2 - BPCL Mumbai Refinery is an ISO:50001:2011 certified Refinery and is focused on energy efficiency. In line with the same, all contractors providing services for BPCL Mumbai Refinery should preferably deploy energy efficient equipments such as energy efficient welding machines, LED / CFL temporary lighting and temporary window AC of BEE 4-star rating and above for execution of the work.
NOTE TO : ALL CONTRACTORS IN MUMBAI REFINERY

SUBJECT : DISCONTINUATION OF HYDRA CRANES WITHIN MUMBAI REFINERY

PREMISES W.E.F 01.04.2015

Please refer to our earlier note dated 12.08.2014 on the subject.

For enhancing safety within the Refinery, it was earlier decided that with effect from 01.10.2014, usage of old Hydra Cranes shall be prohibited within Mumbai Refinery premises.

The present Hydra Cranes were to be substituted with suitable / equivalent hydraulically operated cranes that are equipped with rear mounted boom and out rigger supports. Some of the models having these features were also mentioned as below for your easy reference:

<table>
<thead>
<tr>
<th>SL.NO</th>
<th>MANUFACTURER</th>
<th>MODELS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Escort Construction Eqpt.Ltd (ECEL)</td>
<td>TRX series –K10, F15, TRX 1651, TRX 2319, MAC 1214</td>
</tr>
<tr>
<td>2</td>
<td>Action Construction Eqpt .Ltd (ACE)</td>
<td>FX 120, FX 150, 15XWE, 15XWF, Rhino 110 FC</td>
</tr>
</tbody>
</table>

All the contractors were requested to take cognizance of the above, and arrange for alternate equipment with effect from 01.10.2014, to carry out various jobs inside Mumbai Refinery.

Based on the requests from various contractors due to difficulty in procuring ‘Hydra Cranes’ of above models in short time, the effective date of implementation has now been extended upto 1st April 2015.

From 1st April 2015, the ‘Hydra Cranes’ of only above models will be allowed inside the refinery and old ‘Hydra Cranes’ will not be allowed for carrying out jobs within the refinery.

Please ensure strict compliance failing which suitable action shall be taken as deemed fit.

AR SHAH
DGM (P&CS)
POLICY OF HOLIDAY LISTING OF VENDORS IN BPCL
1. **Definitions:**

   In these Guidelines, unless the context otherwise requires

(i) **Agency:** “Party/Contractor/Supplier/Vendor/Consultant/Bidder/Licensor” in the context of these guidelines is indicated as ‘Agency’; “Party/Contractor/Supplier/Vendor/Consultant/bidders/Licensor” shall mean and include a public limited company or a private limited company, a joint venture, Consortium, HUF, a firm whether registered or not, an individual, co-operative society or an association or a group of persons engaged in any commerce, trade, industry etc.

(ii) **Appellate Authority:** “Appellate Authority” shall mean the concerned functional Director of BPCL or any other authority nominated by the C & MD. The Appellate authority shall be higher than the “Competent Authority”.

(iii) **Competent Authority:** “Competent Authority” shall mean the authority, who is competent to take final decision for Banning of business dealings with Agencies, in accordance with these guidelines: The Competent Authority for a Procurement Department which is initiating the Holiday Listing process should be the Regional head (or) SBU / Entity head as the case may be relevant to the said Procurement Department, but not below the level of General Manager

(iv) **Corporation:** “Corporation” means Bharat Petroleum Corporation Ltd. with its Registered Office at Bharat Bhavan-I, 4&6 Currimbhoy Road, Ballard Estate, Mumbai-400001.

(v) **Corrupt Practice:** “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution. Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

(vi) **Fraudulent Practice:** “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/order;
Collusive Practice: “Collusive Practice” amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

Coercive Practice: “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

Officer-in-Charge: “Officer –in-Charge (OIC)” or “Engineer-in-Charge (EIC)” shall mean the person(s) designated to act for and on behalf of BPCL for the execution of the work as per requirement of the concerned department.

Malpractice: Malpractice means any Corrupt Practice, Fraudulent Practice, Collusive Practice or Coercive practice as defined herein;

Mis-Conduct: “Mis-conduct” means any act or omission by the Agency, making it liable for action for Holiday Listing as per these guidelines

Nodal Department: “Nodal Department” means the Department primarily assigned with the role of overseeing the Holiday Listing Process to ensure adherence to guidelines, maintaining, updating and publishing the list of Agencies with whom BPCL has decided to ban business dealings and shall be the Corporate Finance Department.

Vendor De-listment Committee: “Vendor De-listment Committee” relevant to the procurement department which initiates the holiday listing process would the same as the vendor enlistment Committee as per DR&A of the concerned SBU/Entity.

2. **Reasons for Holiday Listing:**

An Agency may be placed in Holiday List for any one or more of the following circumstances:

2.1 **If the Agency, in the context of its dealings with the Corporation:**

   a. has indulged in malpractices;
   b. has submitted fake, false or forged documents / certificates
c. Has substituted materials in lieu of materials supplied by BPCL or has not returned or has unauthorized disposed off materials / documents / drawings / tools or plants or equipments supplied by BPCL.
d. Has deliberately violated and circumvented the provisions of labor laws/ regulations / rules, safety norms, environmental norms or other statutory requirements.
e. has deliberately indulged in construction and erection of defective works or supply of defective materials
f. Has not cleared previous dues to BPCL if applicable.
g. Has committed breach of contract or has abandoned the contract.
h. Poor performance of the Agency in one or several contracts;
i. Has not honored the fax of award / letter of award / Contract / Purchase order after the same is issued by BPCL.
j. Withdraws/ revises the bid upwards after becoming the L1 bidder.
k. Has parted with, leaked or provided confidential / proprietary information of BPCL to any third party without the prior consent of BPCL.

2.2 The following additional grounds can also be reasons for Holiday listing of an agency:

a. If a communication is received from the Administrative Ministry of the Corporation (i.e. MOP&NG) to ban Agency from dealing with the Corporation;
b. If the Agency Is or has become bankrupt, OR is being dissolved OR has resolved to be wound up OR if proceedings for winding up or dissolution has been instituted against the Agency;
c. Any other ground, including transgression of Integrity Pact, which, in the opinion of the Corporation, makes it undesirable to deal with the Agency; In the case of transgression of Integrity Pact, the same should be substantiated by the verdict of the Independent External Monitor.

3. Duration of Holiday Listing:

<table>
<thead>
<tr>
<th>S.No</th>
<th>Reasons for holiday listing</th>
<th>Period of holiday listing</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Indulged in malpractices resulting in financial loss to the Corporation</td>
<td>15 years</td>
</tr>
<tr>
<td>2</td>
<td>Submitted fake, false or forged documents / certificates</td>
<td>3 years</td>
</tr>
<tr>
<td>3</td>
<td>has substituted materials in lieu of materials supplied by BPCL or has not returned or has unauthorized disposed off materials / documents / drawings / tools or plants or equipments supplied by BPCL</td>
<td>15 years</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Duration</td>
</tr>
<tr>
<td>---</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-----------</td>
</tr>
<tr>
<td>4</td>
<td>Has deliberately violated and circumvented the provisions of labour laws/regulations/rules, safety norms, environmental norms or other statutory requirements</td>
<td>3 years</td>
</tr>
<tr>
<td>5</td>
<td>has deliberately indulged in construction and erection of defective works or supply of defective materials</td>
<td>3 years</td>
</tr>
<tr>
<td>6</td>
<td>has not cleared BPCL's previous dues if applicable</td>
<td>1 year</td>
</tr>
<tr>
<td>7</td>
<td>has committed breach of contract or has abandoned the contract</td>
<td>3 years</td>
</tr>
<tr>
<td>8</td>
<td>Poor performance of the Agency in one or several contracts</td>
<td>1 year</td>
</tr>
<tr>
<td>9</td>
<td>has not honoured the fax of award/letter of award/Contract/Purchase order after the same is issued by BPCL</td>
<td>1 year</td>
</tr>
<tr>
<td>10</td>
<td>Withdraws/ revises the bid upwards after becoming the L1 bidder</td>
<td>1 year</td>
</tr>
<tr>
<td>11</td>
<td>has parted with, leaked or provided confidential/proprietary information of BPCL to any third party without the prior consent of BPCL</td>
<td>15 years</td>
</tr>
<tr>
<td>12</td>
<td>If the Agency is or has become bankrupt, OR is being dissolved OR has resolved to be wound up OR if proceedings for winding up or dissolution has been instituted against the Agency</td>
<td>3 years</td>
</tr>
<tr>
<td>13</td>
<td>Transgression of Integrity Pact, which, in the opinion of the Corporation, makes it undesirable to deal with the Agency;</td>
<td>3 years</td>
</tr>
</tbody>
</table>

3.1 In cases where Holiday Listing is proposed based on advice from the Administrative Ministry, no show cause or formal decision by competent authority will be required. The Nodal Department will directly intimate the Agency that they have been placed in Holiday Listing by BPCL based on the Ministry’s advice.

4. **Provision for Appeal:**

4.1 An agency aggrieved with the decision of the Competent Authority shall have the option of filing an appeal against the decision of the Competent Authority within a maximum of 15 days from the date of receipt of intimation of holiday listing.

4.2 Any appeal filed after expiry of the above period shall not be considered by the Appellate Authority;
4.3 On receipt of the Appeal from the Agency, the Appellate Authority, if it so desires, may call for comments from the Competent Authority;

4.4 After receipt of the comments from the Competent Authority, the Appellate Authority, if it so desires, may also given an opportunity for personal hearing, to the Appellant Agency;

4.5 After examining the facts of the case and documents available on record and considering the submissions of the Appellant Agency, the Appellate Authority may pass appropriate order by which the Appellate Authority may either:

a) Uphold the decision of Competent authority with or without any variation /lesser period of Holiday Listing; OR
b) Annul the order of the Competent Authority.

4.6 No Appeal is permitted in case an Agency is placed in Holiday List by BPCL, based on Ministry’s advice

5. **Effect of Holiday Listing**

5.1. No enquiry / bid / tender shall be entertained with an Agency as long as the ‘Agency’ name appears in the Holiday list.

5.2. If an ‘Agency’ is put on the Holiday list during tendering:

a) If an ‘Agency’ is put on Holiday List after issue of the enquiry / bid / tender but before opening of the un-priced bid, the un-priced bid of the ‘Agency’ shall not be opened and BG/EMD, if submitted by the ‘Agency’ shall be returned. If an ‘Agency’ is put on Holiday List after un-priced bid opening but before price bid opening, the price bid of the ‘Agency’ shall not be opened and BG/EMD submitted by the ‘Agency’ shall be returned.

b) If an ‘Agency’ is put on Holiday List after opening of price bid but before finalization of the tender, the offer of the ‘Agency’ shall be ignored and will not be further evaluated and the BG/EMD if any submitted by the ‘Agency’ shall be returned. The ‘Agency’ will not be considered for issue of order even if the ‘Agency’ is the lowest (L1). In such situation next lowest shall be considered as L1;

c) If contract with the ‘Agency’ concerned is in operation, (including cases were contract has already been awarded before decision of holiday listing) normally order for Holiday Listing from business dealings cannot affect the contract, because contract is a legal document and unless the same is terminated in terms of the contract, unilateral termination will amount to breach and will have civil consequences.