

**BHARAT PETROLEUM CORPORATION LIMITED
CORPORATE STRATEGY OFFICE, BHARAT BHAVAN III,
WALCHAND- HIRACHAND MARG, BALLARD ESTATE,
MUMBAI-400001**



SINGLE TENDER

Tender for Providing WhatsApp Business Solution for integration with Chatbot Application
provided by BPCL

CRFQ NO.: 1000362654

DUE ON: 29.12.2020 at 14:00 Hrs

Preamble

This RFQ has been developed based on Bharat Petroleum Corporation Limited's (BPCL) business requirements. It remains the sole property of BPCL and as such its contents may not be disclosed by your Organization to any third party, nor may any original concepts devised by BPCL be used commercially. If BPCL decides not to proceed with requirement, selects an alternative service provider, or decides to carry out activities on its own, tenderer is requested to return this RFQ together with assurances that no copies of this RFQ have been made.

Should a breach of confidentiality occur at any time before or after the RFQ proposal deadline, BPCL retains the right to disqualify the proposal / offer and choose not to invite offer/s from the defaulting organization in future

Basic Information to Tenderer

Sr. No.	Title	Details /timelines
1	Title	Tender for Providing WhatsApp Business Solution for integration with Chatbot Application provided by BPCL
2	Type of Tender	Single tender
3	Bid Type	Single Bid (Price bid)
4	Evaluation Criteria	Lowest Quote Basis
5	Tender releasing Date	26.12.2020
6	Quote submission date and time latest by	29.12.2020 at 14:00 Hrs
7	Tender open date and time	29.12.2020 at 14:01 Hrs
8	Validity of offer	120 days from due date, unless extended

Table of Contents

Notice Inviting Tender.....	5
General Instructions to bidders for e-tendering.....	7
Annexure 1: Bid Evaluation.....	10
1.1 Bid Evaluation Methodology.....	10
1.2 Price Bid Evaluation	10
Annexure 2- Terms of Reference	12
2.1 Functional Requirement	12
2.2 Technical Requirements of the Solution.....	13
Annexure 3 - Special Terms and Conditions:	15
Annexure4 - General Conditions of Contract (GCC).....	16

Notice Inviting Tender

Dear Sir / Madam,

Subject : Tender for Providing WhatsApp Business Solution for integration with Chatbot Application provided by BPCL

(CRFQ no. 1000362654 due on 29.12.2020 at 14:00 Hrs)

1. We invite you to give us your most competitive quote for the scope of work defined in this document.
2. Please visit the website <https://bpclproc.in> for participating in this tender process and submitting your bids/ documents online against E Tender no: 79987
3. For any queries/ Clarification on Tender Technical Specifications/ Commercial points and other terms and conditions of the tender, Please contact:

Name of the Procuring Officer (PO)	Ankur Rustgi, Team Member – Corporate Strategy
Email ID	ankurrustgi@bharatpetroleum.in
Office Address	Bharat Petroleum Corporation Ltd, 4&6 Currimbhoy Road, Ballard Estate, Mumbai 400001
Contact No.	+91 77427 73333

Name of the Procuring Head	Team Lead-Vendor Management, Digital Strategy
Email ID	kumaram@bharatpetroleum.in
Office Address	Bharat Petroleum Corporation Ltd, 4&6 Currimbhoy Road, Ballard Estate, Mumbai 400001
Contact No.	+91 9051224446

4. **STRUCTURE OF THE TENDER:** It is a Single PART-BID (Price Bid) E-Tender, Please visit the website <https://bpclproc.in> for online participation in this tender and submitting bid. The E-Tender consists of the following annexures. Bidder is requested to carefully study the same to ensure that their bids are complete in all respects:

Sl. No.	Document Type	Annexure
1	Bid Evaluation	Annexure 1
2	Terms of Reference	Annexure 2
3	Contract Terms and Conditions	Annexure 3

4	General Terms and Conditions	Annexure 4
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5. **LAST DATE FOR BID SUBMISSION:** Your bid should be submitted online on or before the due date i.e. **29th Dec 2020, 14:00** hours IST. Bids/ Offers shall not be permitted in E-Tender System after the tender due date/ time. Hence, no bid can be submitted after the due date and time of submission has elapsed. Bidder is advised in his own interest to ensure that his bids are submitted in E-Procurement System well before the closing date and time of bid submission. **No manual bids/ offers along with electronic bids/ offers shall be permitted. Bids not in the prescribed format, are liable to be rejected.**
6. **DIGITAL SIGNATURE:** The tender documents along with Annexure thereto and Price Bids shall be required to be digitally signed with a **Class II B** or above digital signature by the authorized signatory. The authorized signatory shall be:
- Proprietor in case of proprietary concern.
 - Authorized partner in case of partnership firm.
 - Director, in case of a Limited Company, duly authorized by its Board of Directors to sign.

If for any reason, the proprietor or the authorized partner or director as the case may be, are unable to digitally sign the document, the said document should be digitally signed by the constituted attorney having full authority to sign the tender document and a scanned copy of such authority letter and also the power of attorney (duly signed in the presence of a Notary public) should be uploaded with the tender. **Online submission of the tender under the Digital Signature of the authorized signatory shall be considered as token of having read, understood and totally accepted all the terms and conditions of this tender.**

7. **SUPPORT DESK:** In case of any clarification pertaining to E-Procurement Process, the Bidder may contact ETL on Contact Numbers and E-Mail Ids, as appended below.

All India	+91 79 4001 6868, support@bpclproc.in
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The successful tenderer shall enter into a contract with BPCL which shall be valid from 01.01.2021 to 31.12.2021

Thanking you,

**Yours faithfully,
for BHARAT PETROLEUM CORPORATION LTD.**

**Raviraj Jadhav
Team Member – Corporate Strategy**

General Instructions to bidders for e-tendering

1. All prices quoted should in Indian Rupees (Rs.).
2. For step by step procedure please visit BPCL E-Proc web site <https://bpclproc.in/EPROC/> and open "Instruction to Bidder" link.
3. Interested parties may download the tender from BPCL website (<http://www.bharatpetroleum.in>) or the CPP portal (<http://eprocure.gov.in>) or from the e-tendering website (<https://bpclproc.in>) and participate in the tender as per the instructions given therein, on or before the due date of the tender. The tender available on the BPCL website and the CPP portal can be downloaded for reading purpose only. For participation in the tender, please fill up the tender online on the e-tender system available on <https://bpclproc.in>.
4. For registration on the e-tender site <https://bpclproc.in>, one can be guided by the "Instructions to Vendors" available under the download section of the homepage of the website. As the first step, bidder shall have to click the "Register" link and fill in the requisite information in the "Bidder Registration Form". Kindly remember your e-mail id (which will also act as the login ID) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Thereafter, login in to the portal using your credentials. When you log in for the first time, system will ask you to add your Digital Signature. Once you have added the Digital Signature, please inform us by mail to the vendor administrator vendoradmin@bpclproc.in with a copy to support@bpclproc.in for approval. Once approved, Bidders can login in to the system as and when required.
5. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of **Class IIB** and above (having both signing and encryption certificates) as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). **The cost of obtaining the digital certificate shall be borne by the vendor.**

In case any vendor so desires, he may contact our e-procurement service provider M/s. E-Procurement Technologies Ltd., Ahmedabad (Contact no. Tel: +91 79 4001 6848) for obtaining the digital signature certificate.

6. Corrigendum/amendment, if any, shall be notified on the site <https://bpclproc.in>. In case any corrigendum/amendment is issued after the submission of the bid, then such vendors who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.

7. Vendors are required to complete the entire process online on or before the due date/time of closing of the tender:

8. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
 - (i) Vendors are advised to log on to the website (<https://bpcleproc.in>) and register themselves at the earliest.
 - (ii) The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.

 - (iii) Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement system **well before the closing date and time** of bid submission.

 - (iv) If the vendor intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted, change / revise the bid and submit once again. **However, if the vendor is not able to complete the submission of the changed/revised bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention.** The process of change / revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.

 - (v) Once the entire process of submission of online bid is complete, they will get an auto mail from the system stating you have successfully submitted your bid in the following tender with tender details.

 - (vi) Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.

 - (vii) No manual bids/offers along with electronic bids/offers shall be permitted.

9. For tenders whose estimated procurement value is more than Rs. 10 lakhs, vendors can see the rates quoted by all the participating bidders once the price bids are opened. For this purpose, vendors shall have to log in to the portal under their user ID and password, click on the “dash board” link against that tender and choose the “Results” tab.

10. No responsibility will be taken by BPCL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non availability of viewing before due date and time is true for e-tendering service provider as well as BPCL officials.

11. BPCL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.

12. The complete process for submitting the bid is as follows:

- i Accept the contents of the following annexures in to by selecting the appropriate option in the forms provided for this purpose:
 - a) Terms of Reference - Annexure 2
 - b) Special terms & conditions - Annexure 3
 - c) General Conditions of Contract (GCC) - Annexure 4

- ii Price Bid All Bidders shall have to submit the quotes online in the price bid form

Annexure 1: Bid Evaluation

1.1 Bid Evaluation Methodology

It is a Single part -BID E-Tender constituting of Price bid.

1.2 Price Bid Evaluation

The Price Bid will be for an overall amount for the entire project.

Price Bid Template:

S.No	Description	UOM	Quantity	Cost	GST	Total Cost
			(A)	(B)	(C)	D= A*B*C
1	Whatsapp messages (HSM, Only for out-going HSM, customer initiated conversation will have 24hr free window)	Per message	5000000			0
2	Platform Usage and Maintenance Charges (including 24x7 offsite Support) 0-3 million Monthly Active Users (MAU per month)	MAU per month	6			0
3	Platform Usage and Maintenance Charges (including 24x7 offsite Support) 3-5 million Monthly Active Users (MAU per month)	MAU per month	6			
Total						

Note:

- Platform Usage and Maintenance Charges (including 24x7 offsite Support)
 - Upgrades for Docker versions and patches
 - Hosting infrastructure to support free
 - interactive messaging and media attachments
 - Support fees for application monitoring, management and troubleshooting
 - support charge/ professional fee applicable for integration/ co-coordination with BPCL new partner vendor for chat-BOT on API integration
- Recurring Cost (Platform Usage and Maintenance Charges) :** 100% of Platform Usage and Maintenance Charges (including 24x7 offsite Support) plus applicable tax payable monthly

in arrears against receipt of satisfactory service report of previous month from the BPCL officer

3. **Standard Message Charges (WhatsApp message conversation charges):** 100% of WhatsApp message conversation charges will be released on actual monthly utilization of message conversation service during the month against receipt of service report mentioning the service utilize.
4. Rates should be quoted strictly as per above and in no other manner.
5. The quantities determined are indicative and BPCL reserves the right to change the quantities.
6. The above price bid template is to show the format to the bidder. Actual price bid will be submitted online.
7. Proposal / offer must include taxes and other applicable charges

2.1 Functional Requirement

1. **Providing a platform support** including
 - Upgrades for Docker versions and patches
 - Hosting infrastructure to support free
 - interactive messaging and media attachments
 - Support fees for application monitoring, management and troubleshooting
 - support charge/ professional fee applicable for integration/ co-coordination with BPCL new partner vendor for chat-BOT on API integration
- 2) Providing an API to send WhatsApp notification / messages to customers (API responses should include whatsapp error codes and error messages)
- 3) Provide APIs to receive messages (All supported media formats by whatsapp) sent by users through WhatsApp.
- 4) Providing Console to view summary & detailed reports / MIS of messages or notification sent / received. Billing will be done on basis of summary report available on the console.
- 5) The bidder shall provide free of cost WhatsApp message services for at least a period of 24 hrs, if the user initiates the request and responds to be made to the user through WhatsApp messages/notifications.
- 6) Bidder will provide support to BPCL for integration of BPCL chatbot with WhatsApp Business Application.
- 7) IT should support message status support (send, delivered, read receipt for users that have enabled on Whatsapp), template message retrieval via API and template message localization(local language)) support.
- 8) The system should be scalable to meet any incremental requirement.
- 9) WhatsApp Business API should support Message Support
- 10) Infobip should ensure complete cooperation with Yellow Messenger to ensure smooth functioning of the whatsapp services.

2.2 Technical Requirements of the Solution

1. System Administration & Security

- a. Should maintain audit trail.
- b. Should maintain error log.
- c. Should maintain unique error codes.
- d. Complete and comprehensive security from unauthorized access and misuse should be available along with necessary audit trail detailing every user's activity.
- e. System must provide for data confidentiality / integrity.
- f. The Party should have a Disaster Recovery Facility .
- g. The Data Center of the Party should be based in India only.

2. Reporting

- a. Reports must have restricted access bases on user responsibility.
- b. The solution MUST have the capability to provide centralized reporting.
- c. The solution MUST support SSL for access to the management web GUI.
- d. The solution MUST have the capability of reporting information on real time basis.
- e. The solution MUST include a comprehensive logging capability to log the system events.
- f. All reports MUST be exportable in CSV format.
- g. The solution MUST provide one common interface to access both user-level performance analytics and administrative platform functions.

3. Storage Requirements

- a. The solution should not store any transactional/customer data
- b. The solution MUST include all the required database Applications, Web services, Security Licenses.

4. The vendor must comply on following Cyber Security guidelines for IT solutions hosted in cloud or vendor's premises

- 4.1.** Non-Disclosure Agreement (NDA) should be signed between the BPCL and the Contracting Agency as well as between contracting agency and their service providers before start of the contract.
- 4.2.** Data center on which the application to be hosted should preferably be within India
- 4.3.** Access to the applications should be restricted to India Region.
- 4.4.** Cloud Service Provider should maintain accreditation by MeitY
- 4.5.** Cloud Service Provider should maintain relevant security standards. e.g.

- 4.5.1.** ISO/IEC 27001 (Information Security Management)
- 4.5.2.** ISO/IEC 27018 (Code of Practice for Protecting Personal Data)
- 4.5.3.** SOC 2 (Service Organization Controls standards for operational security)
- 4.6.** Backups of all components are taken periodically (to be decided by the business) to ensure the availability of data & the relevant applications in case of a major failure or Security Incidents.
- 4.7.** Network/ perimeter should be protected through Firewall and Intrusion protection system (IPS / IDS).
- 4.8.** All components including Operating System, DB, Web server, application server, Network & Security devices etc. should be hardened before deployment of any new solution.
- 4.9.** Patching and reboot of systems (if applicable) should be done on periodic basis.
- 4.10.** The servers should be protected through a leading Anti-virus/ Anti-malware solution.
- 4.11.** Exchange of data should be carried on encrypted channel only using SSL.
- 4.12.** In case of confidential data, the data at rest should be encrypted.
- 4.13.** Default passwords should be changed at all layer of components including Operating System, Application administrators, Web Servers, Database administrators, Network & Security devices & all other related systems. Passwords should be complex. Passwords should be changed periodically.
- 4.14.** Local Administrator accounts should be renamed.
- 4.15.** Unused accounts should be disabled or deleted.
- 4.16.** Any unused published web services/ APIs for information exchange should be taken down.
- 4.17.** All whitelisted IP addresses should have access only of a specific service/ ports.
- 4.18.** All outgoing access to public Internet from servers must be restricted to limited IP addresses or URLs only as per the business requirement.
- 4.19.** All types of clear-text protocols such as TELNET, FTP etc. must be disabled.
- 4.20.** Software with valid licenses & support should only be deployed.
- 4.21.** All Internet-facing web applications should have Web Application Firewall (WAF) protection.
- 4.22.** Logging should be enabled at all layers of devices and provide logs for auditing/ forensic investigations as and when requested by BPCL.
- 4.23.** Contracting Agency should extend necessary support for incident analysis/ forensics in case any cyber security incident is observed.

Annexure 3 - Special Terms and Conditions:

- a. The party should provide comprehensive maintenance, warranty, debugging, trouble shooting, server monitoring, and performance optimization of the system for the duration of the project.
- b. BPCL reserves the right to audit the solution provided and any vulnerabilities arising out of such audit should be mitigated by the bidder to the satisfaction of internal Security team of BPCL.
- c. The bidder shall provide technical support to address, analyze and fix any technical glitches within the existing features. The scope of technical support includes rectification of errors within the already developed solution.
- d. The bidder should comply all the functional and technical requirements
- e. Post duration of the project, vendor should delete all BPCL and customer data from its systems if any.
- f. Post duration of the project, Bidder to help in migration WABA to new BSP.

g. **Data ownership**

By virtue of the Contract/Agreement, the Bidder's may have access to official information of BPCL and/or Local Govt. or any citizen. BPCL has the sole ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to the subscriber / client / personnel that may be in the possession of the Bidder or Bidder's team in the course of performing the Service(s) under the Contract/Agreement.

SECTION DETAILS

- I GENERAL INSTRUCTION FOR THE TENDERER
- II GENERAL INFORMATION ABOUT LOCATION, SCOPE OF WORK
- III INTERPRETATION OF CONTRACT DOCUMENTS
- IV PERFORMANCE OF WORK
- V BILLS / PAYMENT
- VI TAXES / STATUTORY DUTIES / INSURANCE
- VII LABOUR LAWS AND OTHER REGULATIONS
- VIII DEFINITION OF TERMS
- IX PROFORMA FOR BG, AGREEMENT

GENERAL INSTRUCTION FOR THE TENDERER

1 DOCUMENTS TO BE DOWNLOADED

As per General Instruction to Tenderer

2 SUBMISSION OF TENDER:

As per General Instruction to Tenderer

3 VALIDITY OF THE TENDER :

Once the quotation is accepted and the work awarded, the rates quoted in the RFQ, Price Bid, GCC, shall be firm till the entire work period is completed of the Contract. No Tenderer will be allowed to withdraw or to revise their offer after the last date of receipt of Tenders. Any offer containing variations will not be accepted. Tenderers are in their own interest by the quote strictly as per terms and Condition stipulated by BPCL and not to add any conditions of their own or to modify the Terms and Condition stipulated in the Tender. BPCL reserves the right to accept or reject any or all tenders in whole or in part and/ or to divide the work amongst tenderers in the manner considered suitable by the Officer-In- Charge's sole discretion without assigning any reason. Acceptance of offer shall be valid only when advised by the Corporation in writing to the concerned successful tenderer.

4. ADDENDA / CORRIGENDA:

Addenda/ Corrigenda, if any, 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 or tender terms. All addenda/corrigenda issued shall become part of tender Document.

5 RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:

5.1 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 itself the authority to reject any or all the tenders received without assigning any reason whatsoever.

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

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

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

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

5.6 Tenders received with following reasons or discrepancies are liable to be rejected

a. Not meeting Tender Conditions

b. Modifications or the tenderer on his own / withdraws the offer during the validity / period of 30 days from the due date of the Tender.

c. Refuses to sign the agreement after award of the Contract by BPCL.

d. Does not furnish the requisite Security Deposit on awarding the contract.

e. Is unable to commence operation within 8 days from the date of award of the contract.

f. Incomplete in any respect are liable to be rejected.

5. The selection of the vendor will be based on the lowest cumulative total.

6 **COLLECTION OF DATA TENDERER'S RESPONSIBILITY & TIME SCHEDULE:**

The tenderer shall visit the office to know the locations / site and acquaint himself fully of the location / site and no claims whatsoever will be entertained on the plea of ignorance or difficulties involved in execution of the services required.

No time period will be allowed for execution of the services required. Request for revision or concession for time schedule will not be received for consideration.

7 **RETIRED GOVERNMENTS OR COMPANY OFFICER:**

No Officer of Gazetted rank, employed in Administrative duties in a 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.

8 **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.

9 **FIELD MANAGEMENT:**

It shall be the responsibility of the contractor to plan and execute strictly in accordance with the location / site instructions to avoid hindrance to the work being executed by other agencies.

SECTION – II

GENERAL INFORMATION ABOUT LOCATION, CONTRACTOR'S RESPONSIBILITY

10 LOCATION OF SITE & ACCESSIBILITY:

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.

11 CONTRACTOR'S STAFF AND THEIR CONDUCTS:

11.1 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 instructions for works given. The contractor shall also provide to the satisfaction of the Officer-in-Charge sufficient and qualified staff.

11.2 If and whenever any of the Contractor's employees shall in the opinion of Officer-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 Officer-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 Officer-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 Officer-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.

11.3 The contractor shall be responsible for the proper behaviour of all the staff, 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 Officer-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.

11.4 All contractors' 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.

12 POWER OF ENTRY:

If the contractor shall not provide the manpower services in the manner previously described in the contract document or if the provided associate shall, at any time in the opinion of the Officer-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 Officer-in-Charge, or
- iv. Fail to carryout and execute the works to the satisfactions of the Officer-in-Charge.

13 CONTRACTORS RESPONSIBILITY ON STATUTORY OBLIGATIONS

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.

The contractor shall ensure compliance of provisions of all central/state labour laws applicable from time to time. Any liability incurred by Company (BPCL) on account of non compliance/violation of labour laws, an equivalent amount along with Fine shall be recovered from any dues payable to the contractor.

The contractor should ensure Compliance of Labour Laws.

i Provident Fund

The contractor shall comply with the provisions of The Employees Provident Fund and Miscellaneous Provisions Act,1952 and shall have Provident Fund Account, duly allotted to him by Competent PF Authorities. The contractor shall deposit Employer and Employees Contribution within prescribed time and manner along with all other dues payable to PF authorities.

ii Gratuity

The Contractor shall have to deposit the amount towards Gratuity at the end of the contract. The Contractor shall be advised by the Corporation from time to time regarding Gratuity payment. However, presently the Gratuity payable is at the rate of 15 days salary for a service period of 1 year.

iii ESIC

If applicable, the contractor shall comply with The Employees State Insurance Act, 1948 and shall deposit the monthly employees and employers contributions in the prescribed account number within specified time. In case of non applicability of the provisions of ESIC Act, the contractor shall comply with the provisions of The Workmen Compensation Act, 1923 and shall cover all his workmen deployed at company's premises under Group Personal Accident Insurance Scheme.

iv Labour Licence

The contractor shall obtain Labour License under the provisions of The Contract Labour (R&A) Act, 1970 in case the strength of the workmen deployed by them in the premises of company (BPCL) exceeds 19 on any day.

v Muster/Registers

The Contractor would be required to maintain daily attendance register, PF/Medi claim/ESIC payment records, etc. and all other records as per statutory requirements and/or as required by the Corporation. A copy of the salary register will have to be submitted to the Company along with the monthly bills.

You are also required to submit the list of staff working under your contract with their complete address/photo etc. for records.

vi Wages

- a. The contractor shall comply with the provisions of The Minimum Wages Act, 1948 and shall pay Minimum rates of wages to the workmen engaged by him at BPCL from time to time. The contractor shall pay his workmen the Minimum Wages as declared by the Central Government for Scheduled Employment of the Associate' or State Government, whichever is higher.
- b. The contractor shall comply with The Payment of Wages Act, 1936 and shall pay wages of the workmen deployed by him at BPCL Office premises within prescribed time limit after close of wage period.
- c. Wage Payment shall be on Minimum rates of wages engaged by you for providing services at BPCL from time to time. The items for considering the wages should include Basic + Special Allowance + Bonus + Uniform + Shoes + ESIC + PF + Leave Wages + Any other charges.
- d. Wage payment shall be depending upon the increase/ decrease in special allowance applicable to workmen under the Minimum Wages Act from time to time.
- e. any vendor quoting below the minimum wages will not be considered for evaluation and appointment.

vii Identity Badges

All Contractors personnel entering upon the Corporation's premises shall be properly identified by badges [meant for Contractor's employees] which must be worn by them at all times while on Corporation's premises.

viii Discipline

The Contractor's employees shall adhere to the general norms of discipline of the Corporation. It shall be the responsibility of the Contractor to ensure that these employees observe Discipline while at work

ix Documents /Address / Registration papers & Contact details

- a. P. F., E.S. I.C. & Professional Tax Registration Number.
- b. Service Tax Registration No.
- c. M VAT Registration No.
- d. Registered Postal address
- e. Contact person' s Name & Telephone no.(s)

The contractor shall furnish all the documents (in originals), to the company as and when required.

x Under any circumstances you or your staff will not be liable to seek any permanent employment with the Company (BPCL) and will keep the Company indemnified against loss or any damage to the Company property during the course of contract.

xi You are also required to submit the names of the persons working under your contract with their complete address/photo etc. for records.

xii Taxes, Etc.

The Contractor shall be wholly responsible for payment of any and all taxes including but not limited to VAT, service tax, sales tax, cess, duties under the existing or future Laws, Acts, Rules, Orders, Notifications, etc. issued by the Central or State Government or any other local authority or body in respect or in connection with the supplies and that the Corporation shall not be liable to pay such taxes, rates, duties or claims of the like nature whether existing or likely to arise in future. The invoices issued shall be in accordance with the prevailing tax system. In case VAT is being charged at 12.5%, it will not be applicable on service charges, i.e. salaries of workmen, reimbursements, salary arrears and any other payments pertaining to labour.

VAT, Service Tax as applicable is payable on submission of challans in respect of tax paid to the appropriate authority. The Quotations shall clearly specify the rates of VAT and Service Tax.

SECTION – III

INTERPRETATION OF CONTRACT DOCUMENTS

14.1 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 Officer-in-Charge, who shall give his decisions and issue to the Contractor instructions directing in what manner the work is to be carried out. The decision of the Officer-in-Charge shall be final and conclusive and the contractor shall carry out work in accordance with this decision.

14.2 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 thereof of the Contract.

14.3 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.

15 SPECIAL CONDITIONS OF CONTRACT:

15.1 Special Conditions of contract shall be read in conjunction with the General Conditions of Contracts, specification of work wherever the context so requires.

15.2 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.

15.3 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 to the extent of such repugnance or variations, prevail.

15.4 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 NOTICES:

Any notice hereunder may be served on the contractor or his duly authorized representative at the job site or may be served by registered mail direct to the address furnished by the

Contractor. Proof of issue of any such notice could be conclusive of the contractor having been duly informed of all contents therein.

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 specifications at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the works and the requirements of manpower 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 services to be provided. He is deemed to have acquainted himself as to his liability for payment of Government taxes 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 of providing services at the scheduled rates and time in strict accordance with the contract documents. No verbal agreement or inference from conversation with any officer or employee of the owner either before or after the execution of the contract agreement shall in any way affect or modify any of the terms or obligations herein contained.

18 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.

19 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.

20 RIGHTS OF VARIOUS INTERESTS:

- i) BPCL reserves the right to distribute the work between more than one contractor. The

contractor shall cooperate and afford other contractors reasonable opportunity for access to the works for execution of their works.

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

21 RIGHT OF BPCL TO DETERMINE / TERMINATE CONTRACT

BPCL 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.

22. OPERATION OF CONTRACT:

22.1 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.

22.2 Non-Waiver of Default:

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

SECTION - IV

PERFORMANCE OF WORK

23 WORK ON SUNDAYS AND HOLIDAYS:

For carrying out work on Sundays and Holidays if needed, No special compensation on this account will be payable.

24 GENERAL CONDITIONS

24.1 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 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. No idle time wages or compensation for temporary stoppage of work or restrictions would be paid, and the rate quoted should cover the cost of all such contingencies and eventualities.

24.2 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.

24.3 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.

SECTION V

BILLS / PAYMENT

25 RATES AND PAYMENTS:

i) Contractor's Remuneration

The price to be paid by the Owner to contractor for providing manpower 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) Rates to be inclusive:

The prices/rates quoted by the contractor shall remain firm till the last date of the contract and shall not be subject to escalation. 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 and completing the work. The Contractor shall be deemed to have known the nature, scope, magnitude and the extent of the works required, though the contract document may not fully and precisely furnish them. The rates quoted shall be final and binding on the contractor. The payment will be made according to the number of manpower supplied in a month.

iii) Billing:

The contractor will submit a bill to the Officer-in-Charge of the work giving detailed statements for the number of associates supplied during a month, before the expiry of the 1st week of the succeeding month.

26 MODE OF PAYMENT:

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

SECTION VI

TAXES / STATUTORY DUTIES / INSURANCE

27 TAXES, DUTIES, ETC :

The contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes and duties etc., now in force or hereafter Imposed, increased or modified, from time to time in respect of work 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 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.

28 INSURANCE:

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

i) Employees State Insurance Act:

The Contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employees State Insurance Act, 1948, and the contractor further agrees to defend, indemnify and hold Owner harmless from any liability or penalty which may be imposed by the Central, State or Local Authority by reason of any asserted violation by contractor or sub-contractor, of the Employee State Act, 1948 and also from all claims suits or proceedings that may be brought against the Owner arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of the contractor, by third parties or by Central or State Government authority or any political sub-division thereof. The contractor agrees to filing, with the Employees State Insurance Corporation, the Declaration Forms and all forms which may be required in respect of the contractor's or sub-contractor's employees whose aggregate remuneration as fixed by the concerned authorities and who are employed in the work provided for or those covered by ESI Act under any amendment to the Act from time to time. The contractor shall deduct and secure the agreement of the sub-contractor to deduct the employee's contribution as per the first schedule of the Employee State

Insurance Act from wages and affix the Employee's contribution Cards at Wages payment intervals. The contractor shall remit and secure the agreement of the sub-contractor to remit to the authorized bank, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The contractor agrees to maintain all Cards and records as required under the Act in respect of employees and the payments and the contractor shall secure the agreement of the subcontractor to maintain such records. Any expenses incurred for the contribution, making contribution or maintaining records shall be to the contractor's or sub-contractor's account.

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

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

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

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.

29 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 subcontractors.

SECTION VII

LABOUR LAWS AND OTHER REGULATIONS

30 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 there under and as may be amended from time to time. He shall pay the required deposit under the Act Appropriate to the number of workmen to be employed by him or through sub-contractor and get himself registered under the Act. He shall produce the certificate of registration granted by the Govt. authority under the Act to the company before commencement of work. The company recognises only the contractor and not his sub-contractors under the provisions of the Act. The contractor will have to submit daily a list of his employees, who will be entering the Company's premises for the work awarded. He will also keep his wage register available at all times as close to the work site as possible and produce the same for inspection whenever required by designated Company officials. If the company so desires, a deposit may be taken from the Contractor to be refunded only after the Company is satisfied that all the workmen employed by the contractor have been fully paid for the period of work in Company's premises at least at rates equal to or better than wages provided for under the Minimum Wages Act.
- iv) The Contractor will comply with the provisions of the employee's Provident Fund Act and the Family Pension Fund Act as may be applicable and as amended from time to time. Contractor shall obtain their own provident fund account number. Offer of the contractor who does not have provident fund account will be liable for rejection.
- v) The Contractor will comply with the provisions of the Payment of Gratuity Act 1972 as may be applicable and as amended from time to time.

31 CONTRACTOR TO INDEMNIFY THE OWNER:

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

damages and compensations and against all claims, damage, proceedings, costs, charges and expenses whatsoever, thereof or in relation thereto.

ii) Payment of Claims and Damages:

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

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

iii) Employment Liability:

a) The contractor shall be solely and exclusively responsible for engaging or employing persons for the execution of work. All employees engaged by the contractor shall be on his/ their payroll and paid by him/ them. All disputes or differences between the contractor and his/ their employees shall be settled by him/ them. Owner has absolutely no liability whatsoever concerning the employees of the contractor. The contractor shall indemnify owner against all loss or damage or liability arising out of or in the course of his/ their employees. The contractor shall make regular and full payment of wages without giving any complaint by any employee of the contractor or his sub-contractor regarding non-payment of wages/ salaries or other dues.

Owner reserves the right to make such payments directly, to such employee or sub-contractor of the contractor and recover the amount in full from the bills of Contractor, and the contractor shall not claim any compensation or reimbursement thereof. The Contractor shall comply with the Minimum Wages Act applicable to the area with regard to payment of wages of his employees and also of employees of his sub-contractor.

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

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

32 HEALTH AND SANITARY ARRANGEMENTS FOR ASSOCIATES:

In respect of all associates directly employed in the works for performance of the contractor's part of 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.

33 SAFETY REGULATIONS:

- i) In respect of all Associates, 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.

34. ARBITRATION:

a) Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of BPCL against the Contractor or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to this agreement shall be referred to the sole Arbitration of the concerned Director (Marketing) of the BPCL or of some officer of the BPCL who may be nominated by the concerned Director. The Contractor will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an Officer of the BPCL or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the BPCL he had expressed views on all or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Director as aforesaid at the time of such transfer, vacation of office Or inability to act may in the discretion of the Director designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be entitled to continue the arbitration proceedings notwithstanding his transfer or vacation or office as an Officer of the BPCL if the Director does not designate another person to act as arbitrator on such transfer, vacation of office or inability of original arbitrator. Such persons shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the Director or a person nominated by such Director of the BPCL as aforesaid shall act as arbitrator, hereunder. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration and Conciliation Act, 1996 or any

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

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

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

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

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

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

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

35 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.

SECTION - VIII

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 - 400 001 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 “Officer-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 Officer-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.

MEMORANDUM OF AGREEMENT

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

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

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

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

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

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

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

(c) The Contractor shall at the request of the Company's authorized Engineer immediately dismiss from the work any person employed thereon who, in the opinion of the Company's authorized Engineer, is unsuitable or incompetent or who, has been guilty of misconduct, and

such person shall not again be employed or allowed on the works without the permission of the Company, in writing.

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

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

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

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

The company's decision on the necessity and propriety of such expenditure shall be final and conclusive and binding on the contractor.

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

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

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

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

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

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

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

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

12. Payment: The Company, in consideration of the contractor carrying out and completing the said work at the Company's said site, to the satisfaction of the Company, shall pay the contractor as per the said schedule of Rates, subject to deductions, retentions and abatements, if any to

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

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

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

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

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

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

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

19. Arbitration

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

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

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

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

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

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

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

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

20. Jurisdiction:

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

21 Minimum Wages:

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

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

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

Witness _____

For Bharat Petroleum Corporation Ltd.

For Bharat Petroleum Corporation Ltd.

Witness _____

Contractor’s witness - Signature

Contractor’s Signature

Name & Address:-

Name & Address:-