Date: 10.11.2017

SPECIAL TERMS & CONDITIONS OF SECURITY SERVICES CONTRACT

AT BHARAT PETROLEUM CORPORATION LIMITED

RAIRU GWALIOR

1. This Contract shall be deemed to commence from 01.01.2018 and shall continue to be in force until 31.12.2018 or earlier as determined by the authority by giving to the contractor on calendar month written notice of its intention to terminate the same without assigning any reasons. The contract may be extended for a period if mutually agreed.

2. In consideration of contractor performing the said services the authority shall pay the contractor scale as per the wages formula promulgated /authorized by DGR on Minimum wages which is revised periodically in state – per month before 10th of the month on submission of bill by the contractor as sponsored by the DGR the contractor will provide the DGR correspondence for this with authenticity.

3. The security agency shall adhere in totality to guideline of DGR in force and issued/amended/altered from time to time.

4. Security guards of security agency shall not indulge in any misbehavior or argument with the employee of BPCL or customers. The security agency will be fully responsible to ensure proper behavior by his staff.

5.Any BPCL property which will be issued by BPCL for e.g. VHF set etc to security guard they are the responsible for safe keeping of the property. If any damage found in the property the cost of repairing will be deducted from monthly bill.

6. BPCL shall have the right to search to the person of agency's employee while going out of the premises occupied by BPCL and there shall be no cause of grouse on this account either by the security agency or his employees. The agency shall be responsible to BPCL for any loss or damage to properties belonging to BPCL cause by theft or mishandling and agency shall reimburse to the BPCL value of such property or cost of repairing the same on demand made on his behalf.

7. The security guard to be deployed by agency for the purpose of rendering services will be appointed by the agency at his sole & own risk after through medical examination by well qualified doctor and being satisfied of their being physically fit and verification of credentials. However final authority to accept/reject the proposed security guard deployment will rest with BPCL.

8. The security personnel have to attend the training given by BPCL and should have knowledge of fire fighting.

9. Security agency nominated personal has to take surprise visit of the depot on night time (minimum once in a week) & submit the report to BPCL.

10. The security agency shall have to provide uniform, safety shoes, safety helmet, and identity card. All the security Guards have to be in uniform, Safety shoes helmet and wear I Card. All the security guards have to come to duty on time and with proper shaving looking neat and clean every day.

11. BPCL incurs cost and put in efforts in training of security guards hence security agency should not change the security guards frequently (in less than a month) without any plausible reason, the intimation regarding the same have to be given to BPCL in advance. The new security guards will have to properly interview by BPCL Representative and to be deployed only after BPCL satisfaction.

12. The Security Agency will be responsible for Safeguarding the personnel and property of BPCL at Rairu Depot and Housing complex, DD nagar. Any loss or damage will be recovered from the Security Agency by deducting through monthly Bills. The loss /damage will be assessed by BPCL and the same will be binding on Security Agency.

13. The Security Agency will ensure that the Guards perform their duties with utmost dedication. Any lapse observed in discharge of duties will be penalized with a Fine of Rs 5000/- per instance and/or any action as deemed fit by BPCL will be taken depending upon the nature of lapse.

14. The Security Agency/ Security Guards deployed will not engage in any verbal/ written communication with outside agencies without prior specific approval of BPCL in writing.

15. The Security Agency will have to furnish details of new security guards and police verification as per BPCL formats attached.

16. The security agency is to submit PF and ESIC registration documents of every new security guard shall possess PF and ESIC registration before deployment at any of BPCL sites. All contract labor and min wages related registers are to be maintained and kept updated at site.

17. Security guards deployed at housing complex is subject to change and may no longer be required as BPCL has initiated sale of housing complex property. Till the property is sold the security agency shall deploy security guards as per requirement given. After sale of property security guards will be withdrawn by the security agency and no longer be required by BPCL. Security agency shall be intimated in one month advance about withdrawal.

18. 10% of the monthly bill shall be deducted from first bill and shall be retained by BPCL for successful performance of the contract. This 10% money shall be released by BPCL after one year from termination/expiry of the contract.

19. The security agency is to provide valid licence for arms carried by security guard and security agency shall be held responsible for any mishappening due to usage of arms.

20. The security agency shall obtain the no objection certificate from present employer such ,as neighboring depots, before employing any manpower at our Depot.

21. To indemnify the Corporation against consequences arising out of its workmen's default or negligence or violations of the rules applicable to the place of work. It shall observe and comply with the requirement of Minimum Wages Act, ESI Act and all other industrial / labour legislation for the time being in force or may be later brought into force governing the relationship between the employer and employee and keep the Corporation indemnified against all claims, payment, losses that Corporation may have to make or suffer on a/c there for. It will also accept liability for payment of compensation in accordance with the provisions of the Workmen's Compensation Act 1926 and ESI Act 1948 or amendments thereafter and keep the Corporation indemnified from and against all payments by way of compensation or otherwise which the Corporation may be called upon to make under the provisions of the said Act to any such workmen as aforesaid and any expenses incurred by the Corporation in connection with any claim preferred by its workmen and / or against all actions, claims and demand whatsoever in respect thereof or in the respect of any loss, injury or damages whatsoever to any third person caused by its workmen.

22. It will also be required to make payment of EPF to its staff as per EPF Act, Payment of Bonus as per Bonus Act and it will maintain all records in accordance with Contract Labour Act, Factory Act as applicable and indemnify the legislation which the Corporation may be called upon to make under the provisions of these acts.

23. It will be responsible for making payment of salaries and other payment to its staff. The payment of wages , bonus , any other emoluments to the employees will be made to bank account of employee through Bank Transfer such as NEFT.

24. It shall maintain regularly, punctually and faithfully and attendance register of the employees deployed by you in the Company's premises showing therein the persons attending their duties and the firm shall produce the register and when so required by the Company.

25. It will also ensure that the staff while deployed in the Company's premises shall wear uniforms approved by the company. In addition, the staff would also carry Lathi as specified, torch & any other equipment given by BPCL. The firm shall also ensure that the uniforms are neat and clean. The company shall not be liable to pay for these uniforms as well as for maintenance thereof.

26. To rotate the security staff regularly.

27. It shall ensure that he or his partners or his employees, representatives, agents shall not smoke or carry match boxes, lighters etc inside the company's premises and would ensure that their employee do not smoke in the plant or within the safety distance limits.

28. The strategic points in the premises where security is to be provided would be discussed and agreed by the firm with the company and the firm shall ensure that security guards shall be religiously deployed at the strategic points.

29. In case of any security guards are found violating the instructions given by the officials of Rairu depot or their services found unsatisfactory, they would be discharged then and there from the depot. Such men should not be re-deployed at any of our locations.

30. Any deviation from the instructions issued by the location Incharge or in case of any deviation observed from the contract terms and conditions the contract shall be terminated with immediate effect without any notice period.
31. No sub-contract shall be allotted or responsibility shifted by the firm for providing security arrangements.
32. If at any time during the period of contract if it is observed by the company, its authorized representatives, that the service rendered by the agency are not to the satisfaction of the Company or any terms of the agreement are violated, the Company will have the right to terminate the contract without any notice to the firm and the security deposit shall be forfeited.
33. All quoted rates shall be based on the minimum wage announced by the Govt. state wise /DGR, New Delhi from time to time as and when the Govt. authorities revise the rate of minimum wages, the billing rate given will be proportionately increased in the ratio of minimum wage. Above categories of security personnel effective from the effective date of such Govt. revisions pertaining to location in that state.
34. All payments will be made from our Mumbai office through fund transfer methods such as NEFT.
35. A minimum of fifteen days notice will be given in writing by us whenever we desire to either withdraw or add any number of security personnel to site or whenever they are required to be relocated. The firm shall submit bill every month and each bill shall be submitted on or before 10th day of succeeding month It may be noted that certification of agencies bills for release of monthly payment will be carried out only after adequate & satisfactory proof having paid the wages , bonus , any other emoluments to employees & having deposited statutory contributions to authorities such as PF , ESIC through method such as NEFT is attached with bills.
36. That the contract can be terminated by either party by giving one month notice.
In case of any loss / theft / burglary of the property of the company, opportunity will be offered by BPCL for joint enquiry consisting of the representatives of both the parties (The Firm & BPCL) to fix / apportion of the responsibility in making good the loss in time bound manner. In case of above opportunity is not utilized in transparent & satisfactory manner , BPCL will be free to take further course of action unilaterally as deemed fit. The decision so taken will be binding on the Firm. In case of negligence or direct involvement of any personnel deployed by the firm any loss or damage incurred will be realized from the Firm.
The firm will provide necessary help & support in lodging the FIR in case of need.
37. Proprietor / Directors of the agency / Pvt. Ltd. Co. to visit and meet Location Incharge / Officer as nominated by the Location Incharge, BPCL, Rairu depot minimum once a month for ensuring proper security in place.
38. Proprietor / Directors of the agency / Pvt. Ltd. Co is to visit Rairu depot immediately after award of contract for signing Memorandum of Agreement and smooth transition of security contract. Power of attorney / representative of proprietor shall not be accepted.
39. Officers sponsored should produce the copy of the acknowledgement letter issued by DGR Office and retired officer's identity card.
40. The security agency has to submit the letter of readiness as per the requirement of contract including training fire fighting, familiarization of site etc before taking over / commencing the security services.
41. The security agency shall ensure that only security personnel approved by BPCL Official are deployed at our location.

42. The security agency shall ensure that its guards observe various Standard Operating Practices w.r.t. Security, Arms training etc of the Corporation.

43. In case of any contradiction between general contract conditions and special contract conditions, special terms & conditions shall be considered final and binding to each party.

44. Dispute resolution.

Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. The arbitral tribunal shall be composed of one arbitrator who shall be appointed by parities mutually."

In case the parties are unable to consent upon a single arbitrator, there shall be one arbitrator appointed by each of the party and the two arbitrators so appointed shall appoint a common arbitrator to act as an umpire.
The Award shall be made in writing. The law applicable to such proceedings will be the Arbitration and Conciliation Act, 1996 or any other enactment in replacement thereof.
The language of the proceedings will be in English and the place of the proceeding will be Mumbai.

I/We have read carefully and understood the above terms and conditions of Tender and agree to abide by the same.

Signature of the Proprietor/Director _____

Name / seal of the Proprietor/Director _____

Date : _____
Place : _____