



MAHARASHTRA
 General Stamp Office, Mumbai
 L.S.V. No. 694
 25 JAN 2011
 Proper Officer

SHRI L. S. BAMBLE

दि. महाराष्ट्र मंत्रालय अन्ध अलाईड आफिसस
 को. आर्प. बँक लि., मंत्रालय, मुंबई 400 025
 एन. एस. डी. क्रमांक :- 593
 क्रमांक:- 117 दिनांक:- 17 FEB 2011
 लघुदाय मंत्रालय, मुंबई.
 रावजी/श्री. प्रदीपजी
 यांचा पत्ता: 4 & 6, Currimbhoy Road,
 विकलात. MUMBAI-400 001.

BHARAT PETROLEUM CORPORATION LTD.
 "Bharat Bhavan"
 4 & 6, Currimbhoy Road,
 MUMBAI-400 001.

रामदास/पराम कुंभार

THE MEMORANDUM OF UNDERSTANDING BETWEEN MUMBAI PORT TRUST, JAWAHARLAL NEHRU PORT TRUST, BHARAT PETROLEUM CORPORATION LIMITED & OTHER PARTICIPATING OIL COMPANIES ON THE IMPLEMENTATION OF THE NATIONAL OIL SPILL DISASTER CONTINGENCY PLAN (NOS-DCP) WITHIN MUMBAI HARBOUR

This Memorandum of Understanding (MOU) made on 18th day of February 2011 for the Promulgator of the National Oil Spill Disaster Contingency Plan (NOS-DCP) i.e. the Coast Guard Region (W), Golfadevi Temple Road, Prabhadevi, P.O. Worli, Mumbai - 400 025 (hereinafter referred to as CG) between

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Sr. No.	Participating Oil Companies (POCs)	Crude Oil and POL Traffic Handled at Mumbai Harbour in 2009 - 10			Total Crude Oil and POL Traffic Handled in Mumbai Harbour in 2009 - 10	% Share
		At MbPT	At JNPT	In the Harbour (Other than MbPT & JNPT)		
1	BPCL	10,913,598.60	250,362.00	0.00	11,163,960.60	35.12
2	HPCL	5,942,495.50	201,926.00	0.00	6,144,421.50	19.33
3	IOCL	267,120.50	431,045.00	0.00	698,165.50	2.20
4	ONGC	3,031,743.00	3,438,440.00	6,722,660.88	13,192,843.88	41.50
5	ALL	48,846.60	0.00	0.00	48,846.60	0.15
6	TP	207,056.20	0.00	0.00	207,056.20	0.65
7	CTTL	127,759.73	0.00	0.00	127,759.73	0.40
8	RIL		203,358.00		203,358.00	0.64
	TOTAL	20,538,620.13	4,525,131.00	6,722,660.88	31,786,412.01	100.00

As regards recovery from non-participating Port Users identified as the Polluter, MbPT/JNPT shall issue a public notice to bring to their notice about the recovery of expenditure @ 300% of actual plus supervision and overheads charges (@7%) and all applicable taxes and duties towards combating oil spill from the non-participating Port User identified by MbPT/JNPT as the Polluter. MbPT/JNPT shall ensure such recovery from the Polluters who are non-participating Port Users. These non-participating Port Users are hereinafter referred to as Non-Participating Port Users (NPPUs). To ensure compliance by these NPPUs, MbPT/JNPT shall notify the identified NPPU (i.e. the Polluter) by endorsing a copy of the as executed MOU to them alongwith a copy of the public notification, which shall be binding on them at the time of the incidence. The extra amount so generated shall be ploughed back to meet the normal operation and maintenance and manning and crewing of the OSR set-up.

AND WHEREAS the Director General, CG being the Central Coordinating Authority for marine oil spill response activities in the maritime zone of India has prepared and promulgated the NOS-DCP to combat oil spill, which delineates the duties and responsibilities of each participating agency. To meet the requirement of providing Tier - 1 facility to combat oil spill at Mumbai Harbour, based on the discussions amongst CG, MbPT, JNPT and BPCL & the remaining POCs operating at and within Mumbai & JNPT Port limit, the parties (MbPT, JNPT, BPCL & the remaining POCs) herein mutually agree to reduce the same into writing by this Memorandum of Understanding (MOU) between MbPT/JNPT & POCs. It is expected that full co-operation is extended by all the POCs. In case of need MbPT/JNPT and all POCs will pursue with the defaulting POC(s).

NOW THEREFORE THE PARTIES HEREIN MUTUALLY AGREE AND WITNESSETH AS FOLLOWS:

1.0 OBJECTIVE

1.1 OBJECTIVES OF THE NOS-DCP

- (a) To develop appropriate and effective systems for the detection and reporting of spillage of oil.
- (b) To ensure prompt response to prevent, control, and combat oil pollution.
- (c) To ensure that adequate protection is provided to the public health and welfare, and the marine environment.
- (d) To ensure that appropriate response techniques are employed to prevent, control, and combat oil pollution, and dispose off recovered material in an environmentally accepted manner.
- (e) To ensure that complete and accurate records are maintained of all expenditure to facilitate recovery of cost.

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1.2 OBJECTIVES OF THIS MOU UNDER THE NOS-DCP

The objective of this MOU is to provide a financial, legal, authoritative and functional framework for funding, overseeing and co-ordinating the implementation and sustenance of the NOS-DCP within the port limits of MbPT & JNPT. To achieve this, consideration has been given on setting up of the facilities, sharing of expenditure, functions and responsibilities, contingency planning, training and maintaining records of all expenditure to facilitate recovery of cost.

2.0 SCHEME FOR IMPLEMENTATION AND SUSTENANCE OF THE NOS-DCP

2.1 MbPT, JNPT and BPCL & the other POC's hereto mutually agree to and shall participate in the scheme as mentioned herein. The scheme will be for combating spills mainly of crude oil and petroleum products including dirty ballast spills, slop tank spills and Crude Oil Washing spills.

2.2 The scheme for implementation and sustenance of the NOS-DCP within MbPT & JNPT limits covers outsourcing of Tier-I Oil Spill Response (OSR) facilities on 24 x 7 basis and providing back-up services such as a tugs, surface crafts etc. including its Manning and Crewing (M&C) and Operation and Maintenance (O&M) of the OSR equipment, mode and method of procurement of the equipment/providing the services, annual monitoring of the scheme, source of funds and funding pattern, billing and recovery etc.

2.3 All the Tier-1 OSR Facilities & Services (hereinafter referred to as 'OSR F&S') for combating Tier-I oil spills within MbPT/JNPT limits which includes providing OSR equipment and a dedicated OSR vessel with its M&C and complete with O&M of all equipment and facilities have been identified and are indicated in the Annexure. The indicative cost for providing OSR F&S is approx. Rs. 2,00,000/ per day (excluding any other cost that will be incurred during the actual oil spill incidence) all to be borne at actuals by the POCs. The OSR F&S shall be entirely outsourced for ensuring availability 24/7 round the clock throughout the year for 5 years (extendable to two more years on the same terms and conditions) through advertised tender by MbPT as per their procedure. The entire work of tendering, award of contracts and monitoring of the contracts shall be done by MbPT in consultation and in co-ordination with JNPT and the POCs as detailed in this MOU.

2.4 A dedicated OSR vessel which shall either be hired or owned by the OSR contractor shall be deployed round the clock throughout the year at Marine Oil Terminal, Jawahar Dweep (MOT-JD), a central location in the Mumbai harbour. The vessel so deployed shall be outfitted with the OSR equipment so as to be in readiness for any emergencies round the clock throughout the year. The services towards deployment of such dedicated vessel shall be incorporated in the OSR F&S contract.

2.5 As per NOS-DCP document (CGBR-771, Edition 2006) CG shall be the concerned authority for ensuring the successful implementation of the NOS-DCP as well as notifying and certifying mock drills and making recommendations under this MOU for replenishments/new procurements/additional services/training. All POCs and MbPT/JNPT shall extend all necessary help for the implementation and sustenance of the scheme as well as the additional recommendations as and when made by the CG and as and when the advance payment advice notices to this effect are raised by MbPT on POCs. MbPT will be responsible for the day-to-day monitoring of the OSR F&S contract.

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3.0 DETAILED FUNCTIONS AND RESPONSIBILITIES

The detailed functions and responsibilities of the Promulgator of NOS-DCP

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i.e. the CG and the signatories to this MOU i.e. MbPT/JNPT and BPCL & the remaining POC's are as under:

3.1 The detailed functions and responsibilities to be discharged by the Promulgator of NOS-DCP i.e. the CG will be as follows:

- (i) Though not a signatory to this MOU, nevertheless, the CG shall act as the promulgator of the NOS-DCP to be implemented in MbPT and JNPT and shall be responsible for its successful implementation and sustenance. Accordingly the CG is being endorsed a copy of this MOU.
- (ii) The CG shall regularly monitor the sustenance of the NOS-DCP after implementation. The CG, MbPT/JNPT and BPCL & remaining POCs shall hold meetings as and when required and the CG shall provide assistance to both MbPT/JNPT and BPCL & remaining POCs for the prompt settlement of any disputes that may arise between each of the parties every year to ensure its sustenance.
- (iii) The CG shall notify MbPT/JNPT and BPCL & remaining POCs as regards checking/conducting of the "State of Readiness" / "Mock Drills" as per NOS-DCP.
- (iv) During checking/conducting of the "State of Readiness" / "Mock Drills", if any deficiencies are observed the same shall be brought to the notice of both MbPT/JNPT and BPCL & remaining POCs by the CG. Further as a result of unserviceability due to wear and tear / obsolescence due to technological advances, if any additional/new equipment are required to be outsourced, the same may be brought to the notice of MbPT/JNPT and BPCL & remaining POCs by the CG for ensuring compliance.
- (v) The CG may conduct annual technical and operational audit and report on the same to both MbPT/JNPT and BPCL & remaining POCs for compliance of any deficiencies/shortcomings noted.
- (vi) The CG may requisition the OSR F&S as and when requisitioned by them under the NOS-DCP from MbPT/JNPT and BPCL & remaining POCs to combat oil spills outside of MbPT/JNPT limits. Likewise the CG shall also support the NOS-DCP scheme within both the Ports' limits by providing their OSR equipment/services as and when requisitioned by MbPT/JNPT and BPCL & remaining POCs in line with NOS-DCP.
- (vii) In case of oil spills beyond MbPT/JNPT and BPCL & remaining POCs control, be it within NOS-DCP Tier-1 limits of 700 tonnes or outside of the same but within MbPT/JNPT limits, with/without notification/quick response by either MbPT/JNPT and BPCL & remaining POCs, the CG shall nevertheless promptly forthwith respond with all their equipment/services/resources to combat the oil spill.
- (viii) The CG shall ensure that the officers and staff associated with the implementation and sustenance of NOS-DCP scheme in MbPT/JNPT limits from the MbPT/JNPT and BPCL & remaining POCs including those from the OSR Contractor are adequately trained at the commissioning stage and every year thereafter for upgrading their technical knowledge and for acquiring the latest internationally developed oil spill combating techniques and skills.

(a) As regard the training to staff, the CG may forward their annual training schedule to both MbPT/JNPT and BPCL & remaining

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POCs including the OSR Contractor who will in turn make the necessary deputations every year.

- (b) As regards training of officers for upgrading their technical knowledge and techniques/skills internationally developed, the MbPT/JNPT and BPCL & remaining POCs including the OSR Contractor shall jointly depute one/two officers each for an internationally recognized and accredited course/seminar/workshop conducted by an international institute of repute on combating oil spills every year.

- (ix) The CG may nominate and intimate by name and designation alongwith contact details of the authorised officials who will liase with MbPT/JNPT and BPCL & remaining POCs from time to time every year.

3.2 The detailed functions and responsibilities to be discharged by BPCL & the remaining POCs under this MOU will be as follows:

- (i) BPCL shall act as the Co-ordinator for funding, overseeing and co-ordinating the implementation and sustenance of the NOS-DCP at MbPT/JNPT and jointly participate in the tendering process as and when required by MbPT for the said purpose. Accordingly BPCL & the remaining POCs shall jointly sign this MOU with MbPT and JNPT.

- (ii) BPCL & remaining POCs shall accept the cost estimates prepared and forwarded by MbPT/JNPT to BPCL from time to time as recommended by the OSR Co-ordination Committee (OSR-CC).

- (iii) BPCL on behalf of the POCs shall monitor the funding pattern defined as under:

- (a) After execution of the MOU and before releasing any contractual payments for outsourcing/providing OSR F&S as indicated in the Annexure, MbPT will raise claims/billing advice notices on POCs from time to time for advancing the contractual payments including all applicable taxes and duties plus the S&O charges (@7%) and contingencies (@ 3%) as and when they are due. These advance payments shall be subsequently reconciled and adjusted against actuals upon completion. The POCs shall honor the same within 14 days of raising the claims/billing advice notices.

- (b) All the cost towards OSR F&S in running, monitoring and sustaining this setup and all the associated activities including replenishments/ additional requirements as required and necessary for operations, if any, shall be at actuals including all applicable taxes, and duties plus the supervision and overhead charges @7% by POCs. MbPT will raise necessary claims/billing advice notices on POCs before award as well as from time to time as and when these are raised by the successful tenderers/OSR Contractor, which shall be honored by the POCs within 14 days of raising the claims/billing advice notices.

- (c) For any delayed payment beyond 30 days, MbPT shall levy a penal interest @ 18% which is payable by the defaulting POC and which shall also be honored by the POC.

- (d) Any surplus payment shall be adjusted against the future claims/billing advice notices and for any shortfall MbPT shall

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raise claims/billing advice notices on the POCs, which shall be honored within 14 days from its receipt.

- (iv) BPCL on behalf of the POCs shall jointly adopt the following procedure alongwith MbPT/JNPT as it is necessary to identify and provide authorisation powers for implementing the NOS-DCP scheme, as defined under this MOU to MbPT/JNPT and BPCL / POC officials for effective and timely implementation of the requirements under the MOU and the NOS-DCP:

As POCs are fully funding the OSR F&S, it is proposed that two OSR Co-ordination Committees (OSR-CC) will be formed, one lower level comprising of minimum of two officers from BPCL or BPCL approved nominees from any of the POCs (out of which one will be from Finance) and two from MbPT (one each from Engineering and Port department) and one from JNPT to make any operational recommendations, prepare budgetary estimates, scrutinise and make recommendations for acceptance and award of contracts, monitoring the payments and for annual reports and expenditure statements. The higher level committee (departmental HODs/addl. HODs) comprising of minimum of two officers from BPCL or BPCL approved nominees from any of the POCs (out of which one will be from Finance), two from MbPT (Engineering and Port) and one from JNPT shall be authorised to approve/accept the estimates, clearance of payments, award of contracts/tenders including reporting of acceptance report to MbPT Board for approval, and shall also be responsible for the implementation and management of this MOU and the NOS-DCP scheme as defined under this MOU.

- (v) In case of oil spills beyond OSR F&S Contractor's control, be it within NOS-DCP Tier-1 limits of 700 tonnes or outside of the same but within MbPT/JNPT limits, with/without notification, MbPT/JNPT and POCs shall nevertheless promptly forthwith respond with all their available equipment/services/resources to combat the oil spill.
- (vi) BPCL on behalf of the POCs shall nominate and intimate by name and designation alongwith the contact details of the authorised officials to work on the OSR-CC(s) to the CG and MbPT from time to time every year.
- (vii) BPCL on behalf of the POCs shall nominate the officials and staff who shall be deputed for training every year.

3.3 The detailed functions and responsibilities to be discharged by MbPT under this MOU:

- (i) MbPT, in whose Port's limits and within whose jurisdictional operational areas, the NOS-DCP scheme has to be implemented and sustained shall implement and sustain the same. Accordingly the MbPT shall jointly sign this MOU with JNPT and the POCs.
- (ii) The entire work of tendering, award of contracts and monitoring of the contracts shall be done by MbPT in consultation and in co-ordination with the OSR-CC.
- (iii) All POCs shall disburse with MbPT of their respective percentage share of the indicative cost given at Clause 2.3 of this MOU for setting up and sustenance of OSR Tier-1 facilities. MbPT shall adopt and follow the procedures for funding and managing the OSR scheme under the MOU as brought out in para 3.2 (iii) and (iv) above

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for implementation of NOS-DCP scheme in MbPT & JNPT limits. The provision for annual training program conducted by an international institute for MbPT/JNPT, BPCL and desirous POC officials shall be met from the S&O charges.

- (iv) MbPT shall outsource all the OSR F&S requirements under this MOU including deployment of a dedicated vessel for OSR by awarding fixed rate contracts for a minimum period of 5 years with inbuilt suitable provisions for price variation extendable for two more years as per the Brief Scope given in the Annexure.
- (v) All claims/billing advice notices will be raised by MbPT on POCs as and when the same are raised by the OSR Contractors.
- (vi) MbPT shall undertake all the tendering work for implementation of NOS-DCP scheme in MbPT and JNPT limits for providing OSR F&S till award of contract and also for monitoring of scheme. The brief scope under the OSR F&S is given in the Annexure.
- (vii) MbPT shall also undertake the procurement of all the consumables, spares, and replenishment of dispersant, absorbents, foam, etc. and any other items / additional services (not covered under OSR F&S) which will be necessary in respect of the OSR and required to be carried out from time to time as recommended by the OSR-CC/CG in the OSR F&S.
- (viii) MbPT shall be responsible for maintaining complete and accurate records of all expenditure which record and documents shall be made available to CG, JNPT and POCs as and when demanded in addition to annual reconciliation.
- (ix) MbPT shall pay all Govt. Taxes and Duties etc. as applicable from time to time and adjust against the advance or recover the same at actuals from the POCs.
- (x) MbPT shall convene all the periodic meetings of the OSR-CC and shall maintain and circulate the minutes of the meetings.
- (xi) MbPT shall nominate and intimate by name and designation alongwith the contact details of the authorised officials to work on the OSR-CC(s) to the CG, JNPT and BPCL & the remaining POCs from time to time every year.
- (xii) MbPT shall nominate the officials and staff who shall be deputed for training every year.

3.4 The detailed functions and responsibilities to be discharged by JNPT under this MOU:

- (i) JNPT, in whose Port's limits and within whose jurisdictional operational areas, the NOS-DCP scheme has to be implemented and sustained shall jointly sign this MOU with MbPT and the POCs.
- (ii) JNPT shall nominate and intimate by name and designation alongwith the contact details of the authorised officials to work on the OSR-CC(s) to the CG, MbPT and BPCL & the remaining POCs from time to time every year.
- (iii) JNPT shall nominate the officials and staff who shall be deputed for training every year.

3.5 All POC's shall share all the expenses/cost (towards all outsourcing of services mentioned at para 3.2 and 3.3 above) based on their respective percentage share as mentioned at page 2 of this MOU. Accordingly the

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responsibilities of the POCs are defined as under which are also final and binding on them:

- (i) MbPT shall raise proportionate claims on all the POCs prorata as per the percentage share indicated against each POC, which shall be binding on them and shall be payable to MbPT within 14 days failing which a penal interest @18% per annum will become leviable and payable after period of 30 days.
- (ii) MbPT will make reconciliations with the POCs, as and when the annual expenditure statements are finalised by MbPT. Accordingly the claims/receipts of the POCs will be reconciled for any excess/shortfall in payments and the excess will be adjusted in the next claim or recovery of any shortfalls will be made by MbPT from all the POCs.

3.6 The detailed functions and responsibilities of the OSR Contractor:

- (i) The OSR Contractor shall prepare the OSR contingency plan for the Mumbai Harbour and get the same vetted from MbPT/JNPT and all the POCs and approved from the CG for its implementation as a back-up plan to this MOU.
- (ii) The functions and responsibilities to be performed by the OSR Contractor are briefly indicated in the enclosed Annexure.

4.0 MbPT reserves the right to suitably amend this MOU with mutual consent of JNPT, BPCL on behalf of POCs (with intimation to POCs) and vice versa. As regards to any disputes about violation of rules and regulations, it shall be responsibility of MbPT/JNPT under this MOU and the law of the land shall be applicable at every stage.

5.0 The MOU will be valid for a period of five (5) years renewable from the date of formal execution of the MOU and will stand automatically renewed at the end of five year validity period for a further period of two (2) year renewable if there are no changes/amendments proposed by MbPT/JNPT or POCs to the duties and responsibilities of the signatories to this MOU as mutually agreed and proposed on or before the expiry of 5 year validity period.

6.0 Following documents are appended with this MOU as the Appendix, and will form part of this MOU

- (i) A copy of minutes of meeting held on 26-11-2008 along-with its forwarding letter dated 1-12-2008 by the Ministry of Shipping, Road Transport and Highways.
- (ii) ONGC's letter no. ONGC/CHSE/IEC/Oil Spill/22/2009 dated 12-03-2010.
- (iii) JNPT's letter no. DO.JNP/Marine/Tier-I/2010/1065 dated 2-09-2010.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS, SIGNED AND DELIVERED THIS MOU ON THIS 18th DAY OF February 2011.

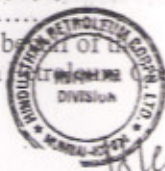
Prasad K. Banicker
Shri. Prasad K. Banicker
For and on behalf of
Bharat Petroleum Corporation Ltd.
महाराष्ट्र पेट्रोलियम कॉर्पोरेशन लि.
General Manager (Operations) Mumbai Refinery



Witness: Shri. *S.N. Murchyoo*
BPCL

S.N. Murchyoo

Shri. Pawde
For and on behalf of
Hindustan Petroleum Corporation Ltd.



Witness: Shri. A. A. Raichur
HPCL
SHE-Corporate Office

Shri. P. S. NARNAWARE
For and on behalf of the
Indian Oil Corporation Ltd.

Witness: Shri. [Signature]
IOCL
श्री. सी. सूर्यवंशी
वरिष्ठ प्रबंधक (प्रयासन)
इंडियन ऑईल कॉर्पोरेशन लिमिटेड
महाराष्ट्र राज्य कार्यालय, मुंबई

Shri. SASHOKI DEBARANDE
For and on behalf of the
ONGC Natural Gas Corporation Ltd.
Scope Minar, Laxmi Nagar, Delhi-92



Witness: Shri. S. S. Kashyap
ONGC
18/02/11

Shri. [Signature]
For and on behalf of the
Aegis Logistics Ltd.



Witness: Shri. M. A. Bahari
18/02/11

Shri. S. Padmanabhan
For and on behalf of the
Tata Power Company Ltd.
Executive Director Operations
The Tata Power Company Limited
Bombay House, SHEWAN
Homi Mody Street, Fort Mumbai-400 001



Witness: Shri. Milan Patel
TP

For and on behalf of the
Chemical Terminal Trombay Ltd.

Witness: Shri. P. D. SAHAN
HSE Officer C.T.T.

Shri. SRAMESH
For and on behalf of the
Reliance Industries Ltd.



Witness: Shri. C. K. SINGH
RIL

Shri. B. S. KUMAR
For and on behalf of the Board of Trustees
Of Jawaharlal Nehru Port



Witness: Shri. Manish Shukla
JNPT
18/02/11

Shri. S. KOHLI
For and on behalf of the Board of Trustees
of the Port of Mumbai

Witness: Shri. DILIP VISHWANATHAN
MbPT
दिलिप विश्वनाथन
अति. मुख्य यांत्रिक अभियंता
मुंबई पोर्ट ट्रस्ट

The common seal of the
Board of Trustees of the Port
of Mumbai was affixed in the
presence of Shri P. Mohana Chandran



P. Mohana Chandran
(P. MOHANA CHANDRAN)
SECRETARY
MUMBAI PORT TRUST.

Secretary
Mumbai Port Trust

Copy to the Chief Staff officer, Coast Guard, Region (West)

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Brief Scope of Work of the OSR Contractor for Providing Tier-I OSR Facilities & Services at MbPT and JNPT

1. To make available all the Oil Spill Response (OSR) items as specified below as a minimum at MOT-JD and 24 x 7 for minimum 5 years extendable to 2 years in working condition.

SR. NO.	QTY.	ITEM
1	11 Nos.	Boom bag containing fast response solid floatation boom with freeboard of about 250 mm and skirt of about 350 mm and length of 200 m complete with all accessories.
2	4 Nos.	50 m ³ /hr capacity oil recovery free floating skimmer along with suitable pump and hydraulic Power Pack complete with all accessories.
3	2 Nos.	30 m ³ /hr capacity oil recovery vacuum skimmer with suitable vacuum/suction pump coupled to a diesel engine complete with all accessories.
4	1 No.	Oil Spill Dispersant spray system to be installed on a dedicated vessel. The system includes portable hand start diesel pump unit, 2 hand lances, a set of 2 x 6 m lightweight spray arms, single handheld nozzle, even drop out nozzles and required accessories.
5	10 KLtrs	Concentrate type-3 Oil Spill Dispersant approved by the Indian Coast Guard
6	2 Nos.	Floating (towable) storage tank (Pillow tank) of about 10 KLtrs. along with its accessories.
7	2 Nos.	Absorbent (oil only) kit, for quick oil spill response, containing the following: i) 10 Nos. 3" x 8' oil only socks ii) 2 Nos. 5" x 10' oil only booms iii) 1 No. 8" x 10' oil only boom iv) 2 Nos. 18" x 18" oil only pillows v) 2 Nos. 8" x 18" oil only pillow vi) 100 Nos. 16" x 20" oil only pads vii) 10 Nos. temporary disposable bags complete with a weatherproof container
8	15 Nos	Personal Protective Equipment (PPE) kit for oil spill response.

2. To perform all the routine operations and maintenance of the OSR equipment for the period of 5 years extendable to 2 years at the same terms and conditions.
3. The OSR Contractor shall prepare the OSR contingency plan for the Mumbai Harbour and get the same vetted from MbPT/JNPT and all the POCs and approved from the CG for its implementation.
4. To execute periodic mock drills as per the requirement under the National Oil Spill Disaster Contingency Plan (NOS-DCP). The OSR contractor may quote separately for performing each mock drill.
5. To supply all the required consumables, spare parts, fuel oil, lubricants, etc. to keep the Oil Spill Response Facilities & Services (OSR F&S) in working condition and readiness for handling any eventuality of oil spills in Mumbai harbour i.e. MbPT & JNPT limits.
6. To provide skilled and trained manpower for operation and maintenance of OSR facilities. The OSR contractor shall deploy a responsible person at site to manage the operations and maintenance. He shall be assisted by adequate supervisory and skilled staff in each shift for both manning and crewing the vessel as well as for operation and maintenance of the vessel and the OSR equipment so as to be in readiness for any eventuality. He shall depute his staff for training periodically.
7. To perform all the operations of OSR F&S in any eventuality of Oil Spills in the Harbour. Oil collected during such OSR operations shall be

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handed over to MbPT at MOT JD and to JNPT at BPCL Jetty, which subsequently shall be pumped to the oil refineries at Trombay or to the marketing terminal. The contractor may separately quote his charges for such operations under any eventuality on per hour basis.

8. To provide suitable dedicated OSR vessel round the clock. This vessel shall be outfitted with certain essential OSR equipment from the equipment supplied as mentioned at (1) above. All the cost towards hiring or owning of such dedicated vessel, its operation & maintenance, manning and crewing, fuel, etc. shall be deemed to be included in the OSR F&S contract price.
9. OSR contractor shall take all the insurances/policies for the following and the cost towards the same shall be deemed to be included in the contract price:
 - i) All the OSR equipment procured.
 - ii) The dedicated vessel provided under the OSR F&S.
 - iii) The workmen policy for all his personnel deployed.
 - iv) The third party insurance policy for any damages to MbPT/JNPT's or any other property while performing under the OSR F&S contract.
 - v) Indemnity for any acts on the part of OSR contractor.
10. To assist during the audit of OSR facilities by third party under the NOS-DCP. OSR Contractor shall have to liaise with all the agencies and statutory authorities connected with the OSR and follow the rules and regulations for smooth execution of OSR services.
11. OSR contractor has to set up the OSR facilities at Marine Oil Terminal, Jawahar Dweep (MOT-JD). MbPT shall provide the required land and water area at MOT-JD on lease. MbPT shall also arrange to provide electricity and fresh water connection for the OSR set up. However, all the applicable charges towards such lease rents, consumption of electricity and water shall be payable by the OSR F&S contractor and the same shall be deemed to be included in the contract price.
12. The OSR contractor shall maintain proper record of his personnel at site including wage register, etc. He shall also maintain log books for operation and maintenance of OSR machinery and facilities.
13. The OSR contractor shall take all safety measures required during operation & maintenance of OSR facilities and follow all safety aspects, relevant rules & regulations of the statutory authorities in this regard.
14. MbPT and POC representatives reserve their right to inspect the OSR facilities any time during the course of execution of OSR F&S.

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