

Scope of Work

Last Date and time for submission of Tender: 23.08.2025: 12.00 hrs

The e- tender is hereby invited for “PROVIDING STAFF PICKUP VEHICLE AT URAN LPG TERMINAL”

CRFQ: 1000440293 dated 2nd August 2025

1. The vehicle shall be used for movement of officials from the pickup points at Vashi /Ulwe/ Kharghar/Panvel to workplace at Uran terminal/Jetty on daily basis.
2. The tender consists of 4 vehicles. Successful vendor must provide 4 vehicles on monthly basis as mentioned:
 - a) **7 Seater vehicle, 2 numbers:** Vendor must provide 2 vehicles with a **fixed monthly cumulative running of 15000 kms**. Additional kms shall be paid as per actual rate quoted. The vehicles must be provided on disposal basis to the corporation and shall not be engaged for any other use. **This vehicle shall be provided from September 1, 2025. This vehicle should be in service 24/7.**
 - b) **Compact sedan ,1 number:** Vendor must provide a vehicle with a fixed monthly running of 5500kms. Additional kms shall be paid as per actual rate quoted. The km reading shall start and end from the pick-up point, presently in Ulwe/Nerul and may change as per requirement. **This vehicle shall be provided from September 1, 2025.** The vehicles must be provided on disposal basis to the corporation and shall not be engaged for any other use. **This vehicle should be in service 24/7.**
 - c) **Compact sedan ,1 number:** Vendor must provide a vehicle with a fixed monthly running of 2600kms. Additional kms shall be paid as per actual rate quoted. The km reading shall start and end from the pick-up point, presently in Kharghar and may change as per requirement. **This vehicle shall be provided from September 1, 2025.** The vehicles must be provided on disposal basis to the corporation and shall not be engaged for any other use. This vehicle would be in service on all days during the general shift timings. **Nominal timing shall be considered from 8AM to 8PM, over and above the mentioned time duration of 12 hrs, additional hours shall be paid.**
It may be noted that the reconciliation of additional km of the same vehicle shall be done from time to time. i.e if the actual km are less than minimum guaranteed km in a month, the balance km will be subtracted from additional kms travelled in any month.
3. For the line item of toll and parking, vendor must quote rate as Re.1 . While calculating tax, in Price Bid, tax should not be added to this amount.
4. Vendor must upload supporting documents while uploading invoices of Toll Tax/Parking, etc. in the BPCL Portal.
5. All vehicles must be Air Conditioned vehicles only.
6. The vehicles shall confirm to the following specification:

AC Vehicle (7 seater): Toyota Innova Crysta/ Innova Hycross/ Invicto or equivalent vehicle, model December 2024 or later vehicles – 2 nos.
AC Vehicle (Compact Sedan): Maruti Suzuki Dzire, Honda Amaze or equivalent vehicle of model December 2024 or later– 2 no.
7. These vehicles would be required on, as and when basis and shall report to duty at Kharghar / Panvel / Uran/ Vashi/ Ulwe or at any other nominated place in Mumbai/Navi Mumbai/Panvel.
8. 7-seater vehicles should have Captain seats in 2nd row.
9. The contract shall be valid for TWO YEAR starting from date of LOI.
10. The working hours for all vehicles shall be as per mentioned details however must be available 24/7

for any emergency.

11. Shift working timing are as under ;

1st Shift: 07.00 Hrs to 15.00 Hrs 2nd

Shift: 15.00 Hrs to 23.00 Hrs 3rd

Shift 23.00 Hrs. to 07.00 Hrs.

General Shift 9.00 Hrs to 17.30 Hrs

Driver shall reach to pick up point 60 mins before the start of shift or at the time as informed by officer in charge from time to time. The vehicle must reach terminal atleast 10min before the shift timings.

12. The vehicle must be provided with leather/leatherette seat covers, Floor Lamination/Vinyl Flooring and air freshener to avoid bad odor. If vendor fails to provide car freshner, BPCL will arrange at own cost and debit from running bills.

13. The Tenderer should try to maintain the same set of drivers/ combination of drivers during tenure of the contract. Tenderer should ensure the smooth and safe driving of vehicle on hire by the driver during his duty. The vehicles and drivers should be at our disposal on 24x7 basis.

14. Change of driver if any shall be informed well in advance by Vendor in writing to the officer in charge along with valid driving license. **After getting his consent only bidder has to engage new driver failing which a penalty of Rs.500/- will be imposed upon per instance. All drivers must have Valid Driving license for Commercial Vehicles and Police verification of the drivers must be done.**

15. Two Semi Skilled drivers shall be provided on per day basis for vehicles plying 24X7. Vendor has to ensure minimum wage payment to drivers. Current Basic Minimum wage for Semi Skilled labours is Rs. 893. Over and above Basic Minimum wage, other statutory payments like ESI,PF, Bonus, etc as applicable shall be paid to drivers on regular basis.

16. The driver shall also take care of minor breakdown and repairs like tyre puncture, light repairs, tolls, parking etc.

17. The tenderer should ensure wages are paid to the driver as per statutory norms.

18. In case of a breakdown, the Vendor shall be responsible for providing a suitable replacement within an hour or else the Company will levy a penalty of Rs.1500/- for each trip apart from the actual cost incurred for the alternate arrangement made by the company. The total amount will be deducted from the Vendors pending bills/payments.

19. In the event of failure of driver on report of duty, or if the condition of the vehicle is not found satisfactory a penalty of **Rs.1500/-** will be deducted from the Vendors pending bills / payments. For 2nd instance penalty of **Rs. 3000/-** and for 3rd instance penalty of **Rs. 6000** will be levied. In case of further repeated offence by a particular driver, the driver must be changed.

20. Vendor must provide a working mobile phone to the drivers. In case the mobile provided to the driver is found to be not working a penalty of **Rs.1500/-** for each occasion would be charged to the Vendor.

- 21. Vendor should provide a small fire extinguisher, music system and GPS device for tracking the vehicle.**
- 22.** In case the driver reports for duty without the approved uniform or reporting late to duty, a penalty of **Rs.250/-** for each occasion would be charged to the Vendor.
- 23.** Vehicles shall be explicitly used for BPCL official purpose. In any case these vehicles shall not be used for person or commercial basis with other person or firm. Suitable penalty will be levied in case of use of vehicle other than BPCL uses by bidder or his driver. Repetitive nature of such uses may lead to cancellation of tender too.
- 24. Payment will be done based on actual kms run by the vehicle.**
- 25.** The KM running of vehicles will be calculated from start of first pickup point till last drop out point. The idle running if any apart from such pickup and drop will be borne by vendor. Vendor or his driver must take logbook of signing of staff on each trip and has to submit along with bills.
- 26.** Extra billing will be done for toll tax, parking charges etc. However, no separate payment apart from the quoted rates will be paid.
- 27.** Vehicles should be duly registered in the name of the transporter/firm/partner. **Vehicle registered in the name of any person/firm other than vendor is not allowed in any circumstances.**
Successful bidder must submit copy of RC along with the technical bid.
- 28.** The following details / documents are to be provided at the time of deployment of tendered vehicles.
- Valid RC certificate and PUC certificate. The vehicles must have Vashi/ Panvel/ Raigad/ Mumbai registration.
 - Copy of the valid Insurance Policy of the vehicles (Insurance of the vehicle and the risk of passenger travelling in the vehicles should be covered by the Vendor to the extent of liability specified in the Motor Vehicles Act & Rules made there under or any other law applicable in that respect).
 - Name of the drivers with his valid driving license no's., duration of employment/ his past experiences are to be provided before engagement.
 - Declaration on your letter head stating that the driver is of Good Character/ antecedence Certificate, with his valid driving license, Aware of roads and are competent to drive. They will be in white uniform with shoes and with mobile all the time while on duty.
- 29.** The soundness, performance of the vehicle shall be assessed in line with a checklist as per Motor Vehicles Rules.
- 30.** The Major parameters for assessment of vehicle are – standard retractable seat belt, air bags, mechanically sound and serviceable braking system, mechanically sound and serviceable transmission system, mechanically sound and serviceable suspension system, serviceable exhaust system, serviceable electrical system especially batteries, operational headlights, sidelights, brake lights, operational reversing lights or audible warning, operational horn.
- 31.** Apart from the above, vendor must ensure that the vehicle has: CO2 fire extinguisher, FM radio, All Power windows, head rest & emergency kit.

32. All tyres including the spare tyre to have a good tread depth covering the 100 % of the manufacturer's treaded area, there are to be no deep cuts, excessive wear or deformities to the tyres side walls. All road wheels are to be properly secured with a complete set of correct specification wheel nuts.
33. The vehicle shall have insurance certificate, registration certificate and manufacturer's handbook all the time present in the vehicle.
34. The vehicle shall be certified by a third party for its road worthiness prior to engagement.
35. Driver age shall be in line with minimum age as per Motor Vehicles Rules.
36. The driver shall be trained before engagement and thereafter annually.
37. The antecedent of the driver shall be verified and documented through police.
38. All records pertaining to driver, vehicle, training shall be prepared and maintained.
39. A log book shall be maintained with every vehicle and relevant details pertaining to journey, vehicle and maintenance recorded on daily basis.
40. All defects, repair done shall be recorded and maintained. This shall be reviewed on monthly basis.
41. These vehicles should be fitted/provided with Clean seat covers, Mobile, Mobile charger and Seat Belts.
42. Any overtime arising due to breakdown of vehicle supplied by Bidder shall be on his account and shall not be charged to BPCL.
43. Successful Bidder will indemnify BPCL and keep BPCL indemnified from and against any claims whatsoever that may be made against all in relation to or arising out of this contract and undertake to see that we are absolved of any liability whatsoever to any third party on account of this contract.
44. During the contract period, if any of the transporters vehicles meets with an major accident or any of his vehicle starts giving any maintenance problem, the same is to be informed to the officer concerned and suitable replacement of the vehicle of equivalent category is to be procured/arranged immediately.
45. Bills would be settled on a monthly basis and rates would be paid as per the actual utilization of the vehicle based on the time/place of reporting and time/place of release of the vehicle. Therefore it is necessary on the part of the transporters to obtain the above noting/signature of the "User" on the duty slips without fail.
46. TDS will be recovered from the bills as applicable.
47. Payments would be made within 30 days from the date of receipt of bills.
48. **SECURITY DEPOSIT:**

10% of the quoted value as Security Deposit in form of DD or PBG shall be submitted by successful vendor as per condition mentioned in GTC. No interest will be given on EMD / Security Deposit.
49. At least once in two months vehicle should go for full maintenance including dry wash inside the vehicle and other checkup. On that day transporter must provide alternative good vehicle, transporters should

provide list maintenance jobs carried out in writing.

50. The Corporation reserves the right to accept or reject any Tender Form without assigning any reason whatsoever, for which the Transporter shall not be entitled to any compensation by reason of such rejection.

51. PURCHASE PREFERENCE CLAUSE:

All bidders quoting at MSE would be required to submit CA certificate along with MSE Registration Certificate / document (not applicable in case of NSIC) to avail the benefits under Public Procurement Policy as per MSMED Act 2006/ Public Procurement Policy Order 2012. A valid MSE vendor who's quoted rates are within +15% of L1 vendor will be awarded the entire job, if he agrees to match the rates quoted by L1 vendor. The CA certificate should be specific to the tender. Format of CA certificate is enclosed for reference.

In case the bidder submits the valid NSIC (National Small Industries Corporation) Certificate, The CA certification process need not be done.

No MSE privileges will be given if bidders fail to submit CA certificate.

52. Contractor has to comply all statutory and motor vehicle acts /guidelines, i.e. Payment of minimum Wages, Payment of Bonus, EPF, ESI etc.

53. ESCALATION / DE- ESCALATION CLAUSE:

Whenever fuel rates are revised by Govt., The increase /decrease in rates shall be allowed for fuel charges @ Rs. 0.35/- per KM for Dzire or equivalent car and @ **Rs. 0.50/- per KM** for Toyota Innova or equivalent for minimum **five rupees** increase/decrease in price of fuel i.e. HSD. **No escalation/de-escalation will be entertained for change in diesel rate if it is less than Rs 5/- per lit.** The base rate will be taken as on date of commencement of job as per LOI/ agreement.

54. Contractor has to comply all statutory and motor vehicle acts /guidelines, i.e. Payment of minimum Wages, Payment of Bonus, EPF, ESI etc.
55. Monthly bills should be submitted by the 2nd of next month.
56. In case if the vehicle fails to complete minimum kms, the balance kilometers will be offset from the additional km of the similar type of vehicle.
57. In case any driver is found drunk on duty, the same shall be terminated from the service immediately.
58. The vendor must provide a GPS device in all vehicle with access to atleast 3 officers of BPCL for monitoring of the vehicle.
59. The vendor must also provide a Dashcam on all vehicles.

JETTY SPECIFIC CONDITIONS:

1. The contractor may have to follow the timings of the Jetty and must work under restricted conditions. The contractor and his personnel has to obey all rules and regulations of the Jetty, JNPT, CISF.
2. JNPT is custom bounded area, successful bidder needs to make daily/weekly/monthly gate passes of drivers and vehicles. The gate pass arrangement of drivers and vehicles will be in the scope of bidder and NO separate payment will be made by BPCL
3. BPCL Liquid cargo jetty falls under CISF security premises. Any documentation as and when required by CISF, Port authorities or BPCL for the vehicle or driver has to be submitted by the vendor

4. Driver should have valid police verification certificate and responsibility of renewal of the certificate will be with the transporter/bidder.
5. Vendor has to get authorized signatory approval from CISF for signing gate pass , BPCL will provided necessary guidance for it.

SIGN and STAMP of VENDOR/DSC of Vendor

ANNEXURE 1

List of documents to be submitted

1. EMD BID

- a. Valid certificate from NSIC/DIC/KVIC/KVIB/Coir Board/NSIC/Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, **OR**
- b. CA certificate confirming the vendor's eligibility to avail MSE privileges as per MSE Certificate (attached as Annexure 2), **OR**
- c. You are required to furnish an EMD of Rs. 2.5 Lakhs/- (Rupees Two Lakh Fifty Thousand only). No interest will be payable

on this amount. However EMD is exempted from MSEs on submission of certificate from CA. EMD is also exempted for vendors having NSIC Certificate valid as on date of opening of the tender. EMD must be submitted in form of Electronic Fund Transfer to BPCL's Bank Account. The account details are:

Bank – State Bank of India

Account no. – 43125896493

Branch code- 09995

Address – SBI, CAG Branch, Neville House, Ballard Estate, Mumbai

IFSC code- SBIN0009995

MICR Code: 400002133

Screenshot of the fund transfer along with UTR Number/Payment reference along with date and time of transfer must be submitted as part of EMD.

In case vendor fails to submit the mentioned documents, the bids shall be rejected.

2. Technical Bid:

- a. CA Certificate clearly stating the Net worth of the vendor as per last audited Financial statement, i.e. 2023-24.
- b. Work completion certificates as mentioned below:
One single order of 63 Lakhs, or
Two orders each of 39 Lakhs, or
Three orders each of 32 lakhs for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Similar services refer to providing Taxi service/Passenger vehicle. *All values are without taxes.* In case of tender for higher tenure, annualized value will be considered for evaluation. Work orders of less than 1 year will not be considered.

15% relaxation for MSE bidders in executed work orders as per Government regulations shall be applicable.

- c. CA Certificate clearly stating the Average annual turnover of last 3 years.

3. Declaration For Holiday Listing (attached as Annexure 3).
4. Particulars of Firm's constitution (Attached as Annexure 4).
5. Declaration of vendor for no working relatives with BPCL (attached as Annexure 5).
6. Declaration for Partners/Directors of bidder (Annexure 6).
7. Filled vendor creation forms (To be filled by those bidders who are not registered as vendors with BPCL Annexure 9)
8. Details of vehicles being offered along with RC
9. Integrity Pact

3. Price Bid

1. Price bid break up (attached as Annexure 10)

ANNEXURE 2

Date:

CERTIFICATE CONFIRMING ELIGIBILITY FOR BENEFITS OF PUBLIC PROCUREMENT POLICY AS PER MSMED ACT 2006

Ref: Tender No.....
for.....

This is to confirm that we have verified the investment limits, turnover and other details of M/s and certify that they satisfy the eligibility criteria as per MSMED Act, 2006 and other notifications/circulars/amendments issued time to time in this regard. Accordingly, M/s..... is a Micro/Small enterprise (*kindly tick in appropriate box*) under the said Act and are eligible to claim the benefits of public procurement policy as per MSMED Act 2006 and Public Procurement Policy Order 2012 and their revisions for the tender mentioned above.

Micro enterprise –

☐

Small enterprise -

☐

In case applicable:

Based on our verification of share holding pattern and other details, it is certified that M/s meets the eligibility criteria under SC/ST provision of Public Procurement Policy Order 2012 and other notifications/circulars issued time to time in this regard and are hence eligible to claim benefits pertaining to SC/ST under the Public Procurement Policy Order 2012 and its revision.

In case applicable:

Based on our verification of share holding pattern and other details, it is certified that M/s meets the eligibility criteria under Women Entrepreneur provision of Public Procurement Policy Order 2012 and other notifications/circulars issued time to time in this regard and are hence eligible to claim benefits pertaining to Women Entrepreneur under the Public Procurement Policy Order 2012 and its revision.

Membership No, Sign & stamp of CA

UDIN Number: _____

ANNEXURE 3

Date.....

To,

M/s Bharat Petroleum Corporation Limited
Uran LPG Bottling Plant,
Navaghar Industrial Estate,
Behind MSEB Gas Turbine Unit,
Bokadvira,Uran
District Raigad – 400702

Dear Sir,
Ref. : Tender No.

I / We hereby confirm that our firm has not been banned or blacklisted or holiday listed by any government organization/ Financial institution/ Court / Public sector Unit /Central Government.

Signature of Bidder.....

Place:

Name.....

Date:

Designation.....
Seal

ANNEXURE 4

PARTICULARS OF FIRM'S CONSTITUTION

1. Constitution of Firm :
2. Nature of the firm (state whether : Limited Co. Partnership, Co-operative Society or Sole Proprietor (if Partnership, attach Xerox copy of Partnership Deed)
3. Whether belonging to SC/ST. : If yes, provide necessary Documentary evidence.
(*Please also see the note hereunder)
(* Please note that in case of Partnership firm and Co-operative Society, all the Partners/members should belong to same category, otherwise firm would be taken in "General Category".
4. Year of Establishment:
5. Registration No. of Company/Firm if any:
6. Postal Address of Office of the firm/company:
7. Telegraphic Address, if any:
8. Telephone No. (s), if any:
9. Address of Branches, if any:
10. (a) Name of Directors, in case of company : Along with residential address and phone nos.
(b) Name of partners, in case of Partnership: along with residential address and Telephone no. of each partner
(c) Name of Proprietor :
With residential address and telephone No. (Please indicate Address of each Director/Partner/Proprietor as the Case may be with telephone No., if any.
11. Permanent Income Tax No. :
12. Last Income Tax Clearance: (attach Xerox copy)
13. Name of Banker & Branch,: with full address
14. Style of A/c. and A/c No. :
15. Name(s) of the persons: operating the A/cs.
Details of assets (fixed), if any:
16. Code No. allotted by Indian: Bank's Association, if any
17. Name (s) of authorized: Representative(s)

We do hereby certify that the information as provided above is correct and true in all respects. Signed by:

Name & Address:

PARTICULARS OF FIRM'S CONSTITUTION

We are,

Proprietorship firm (name of firm):

- a) Name (of proprietor in full)
- b) Residential address & Telephone No of Proprietor.
- c) Office address & Telephone Nos.

Partnership firm (name of firm):

- a) Name, address & Telephone No. Of each of the Partners
- b) Address and Telephone nos. of firm

Registered Company:

- a) Address of Registered office and Branch
- b) Names, Address (residential and Office) & Telephone nos. of each of the Directors

I, _____ son of _____ residing at _____ declare that the particulars given hereunder are true to my knowledge and I am fully authorized by all other partners and/or Board of Directors of the Company or by the general Body/Managing Committee of the Co-operative Society to submit this tender after reading and understanding all the terms and conditions contained therein.

(STRIKE OUT THOSE NOT APPLICABLE)

All the details furnished above are true to our knowledge.

Signature:

Date:

Rubber stamp:

ANNEXURE 5

DECLARATION

I/We declare that I/we do not have any employee who is related to any employee of the Corporation

I/We have the following employees working with us who are near relative of the Corporation.

Name of the Employee

Name and Designation of the Officer of the Corporation

1. _____

2. _____

3. _____

4. _____

Date :

Place :

ANNEXURE 6
DECLARATION BY THE TENDERER

We have carefully studied the tender and submit our offer after having fully understood the same. We hereby agree to abide by and fulfill all the Terms and Conditions set out in the tender documents incorporated in the Agreement which should be deemed to form a part of this tender.

It is also confirmed that none of the Partners/Directors/Proprietors of this firm are retired from the services of the Corporation within last three years proceeding from the closing date of the tender as mentioned in General condition of tender.

It is also confirmed that none of the Partners /Directors / Proprietor has been convicted in criminal cases or blacklisted or action for termination of contract / withdrawal of LOI / Work Order have been taken for malpractices while undertaking transportation job, by any of the PSU Oil Companies

We return herewith the enclosures duly signed and rubber stamped on each page as a token of our acceptance.

SIGNATURE OF THE TENDERER

Full Name: _____

Address: _____

Tel. No.: _____

ANNEXURE 7 Indemnity Bond
INDEMNITY BOND/UNDERTAKING

From

M/s.....

To

M/s. BPCL, URAN LPG TERMINAL

Sub: Work Order No. _____ Dated _____

Agreement No. _____ Dated _____

This indemnity Bond / under taking executed at _____ This _____ day of _____ 20__ by M/s. _____ Hereinafter called the “Contractors” (Which expression shall mean and include, if the context so admits, the partners or partner for the time being of the firm and their or his respective heirs, executors and administrators / its successors and assigns in law) in favour of Bharat Petroleum Corporation Ltd, hereinafter called “The Corporation”(Which expression shall include its successors and assigns in law).

And whereas the corporation, desirous of having executed certain work specified in the work. Order No. _____ Dated _____ issued by the corporation on the contractors, as cased drawings, specifications and bills of quantity showing and describing, the work to be done prepared and the same have been signed by or on behalf of the parties hereto. And whereas the contractors have agreed with the corporation to execute and perform the said work specified in the said work order upon certain terms and conditions provided in the agreement executed between the contractors and the corporation and also certain in the general conditions of contract attached there to.

1. The contractors are bound by law to comply with the provisions of various Labor Laws like minimum wages Act, 1948; Equal Remuneration Act 1976; Inter-State Migrant Workmen (Regulation of Employment and conditions of Service) Act 1979; Contract Labor (Regulation and Abolition) Act 1970; Workmen’s compensation Act 1923; Employees State Insurance Act as also the Provident Fund Act providing for Provident Fund Scheme for laborers engaged by the Contract but in the event of violation of the provisions of various amenities and facilities to the workers under the different labor laws not only the Contractors but also the Corporation as the principle employer becomes liable for the acts omissions and commission by the contractor.

2. The Contractors hereby undertake to furnish a certificate with regard to the number of laborers employed by them in the Corporation and in other organization throughout the country to the location in charge of the Corporation where the work is undertaken by the contractors.

3. The Contractors hereby confirm and state they are duly registered under the Contract Labor (Regulation and Abolition) Act 1970, as amended from time to time and they undertake to furnish the certified copy of the requisite obtained by the contractors from the competent authority to the Corporation’s representative.

4. The Contractors hereby undertake to keep proper record of attendance of his laborers and will give opportunity to the officers of the Corporation to supervise the same and confirm upon the Corporation’s representative the right to counter-sign the said register. The Contractor shall provide a copy of the pay sheets to the Location in charge of the Corporation nominated by the corporation nominated by the corporation for supervision of the

payment of wages made to the laborers by the contractors and also confirm the right on the Corporation's representative to supervise the payment of wages to the labors on the spot.

5. The contractors state that they are fully aware of the provisions of the Provident Fund Act, particularly with regard to the enrolment of the labors as a member of Provident Fund. The contractors further confirm that they are aware of the provisions that they are obliged to recover provident fund contribution from the eligible labors engaged by them and, after adding their own contribution, remit the same to RPFC. The contractors state and confirm that they are fully aware of the obligation to remit the said amounts on account of Provident Fund to the RPFC within the prescribed period and they obtained a separate code number from the RPFC which is bearing S. No. Dated from RPFC -----

6. Contractors will afford all opportunities to the officers of the corporation to verify that the Provident fund is actually deducted by the Contractors from the wages of the labours and the same together with the Contractors contribution has been duly remitted by the contractors to the concerned PF Commissioner. The contractors also undertake to provide photocopy of the receipt issued by the concerned PF commissioner for having received the PF contribution from the contractors.

7. In the event the Location in charge of the Corporation is not satisfied about the payment of wages made and the recovery of PF etc. from the labours employed by the Contractors, the Contractors hereby agree and authorize the Corporation to withhold the payment of their bills till the Contractors complete all the obligations in this matter

8. Notwithstanding the provisions contained in Clause 7 above, the contractors hereby undertake and authorize the corporation to recover dues payable by the contractors to the labours employed by them as also amounts on account of PF contributions (including the Contractors contribution) as also all losses, damages, costs, charges, expenses, penalties from his bills and other dues including the Security amount.

9. The contractors hereby agree that the aforesaid indemnity undertaking are in addition to and not in substitution of terms and conditions in the Tender documents and the work order and also the agreement executed by the contractors with the corporation.

10. The contractors hereby confirm, agree and record that this letter of undertaking and indemnity shall be irrevocable and unconditional and shall ensure for the corporation benefits and for the benefit of its successors and assigns.

Yours faithfully,

Date:

Witnesses:

(a)

Full Address:

(b)

Full Address:

ANNEXURE 8
 AGREEMENT BHARAT PETROLEUM CORPORATION LTD.
 (MARKETING DIVISION)
 Registered office : Bharat Bhavan, 4&6, Currimbhoy Road
 Ballard Estate, post Box No.688, Mumbai-400 001.

MEMORANDUM OF AGREEMENT NO...

THIS AGREEMENT made thisdays of20.....between BHARAT PETROLEUM CORPORATION LIMITED, a Company Incorporated under the Indian companies Act.1913 and having its registered at "BHARAT BHAVAN" 4&6 currimbhoy Road Ballard Estate , Mumbai -400 001 ,and also having its office at

Which expression shall unless excluded by or repugnant to the context mean and include its successors and assigns (hereinafter referred to as "the company") of the one part and

..... which expression shall unless excluded by or repugnant to the context mean and include his/her heirs executors, administrators and assigns (hereinafter referred to as the "Contractor") of the other part.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

WHEREAS IT AGREED :

1. The contractor shall carry out, construct and complete the work of

For the company on the terms and conditions herein contained and according to the General condition of tender specification and schedule of rates and plan attached and instructions to be given by and under the supervision of the entire satisfaction of the company's authorized representative atand has by way of earnest money deposit for the due fulfillment of the obligations hereunder, lodged with company a deposit of Rs.....

By bank draft as required in clause 13 of the general condition of tender to company's satisfaction.

2. Inspection of site : The contractor has inspected the site before submitting his tender and has satisfied himself as to the nature of the work to be executed on the site. Any difficulties which the contractor may come across in the course of the work shall neither in any way relieve unless the company's authorized representative is of the opinion that such difficulties could not have been foreseen.

3. Supply of Materials / Labour : The contractor shall furnish all labour materials, equipment tools tackles, water and everything necessary for the construction and completion of the work except such materials as will be supplied by the company which are detailed in schedule I attached hereto. The contractor will assume all responsibility for

the safety, protection and accounting of the material/equipment supplied to the contractor and the work during construction. The details and dimensions shown on the plan shall be adhered to by the contractor and no alteration shall be made therein by contractor without obtaining previous approval in writing from the authorized representative.

The contractor shall prepare his own details and shop plans, pamphlets, patterns and other data where required and shall adhere to all measurements and alignments as shown on the plan.

All materials supplied by the contractor shall be of the best quality, conforming to the required specifications and will be subject to the approval, of the best company's authorized representative. All such materials, supplied by the contractor shall be of the best quality, conforming to the required specification and will be subject to the approval of the company's authorized representative. All such materials as shall not be approved shall be removed at once by the contractor at his own expense. The contractor shall also at his own expense arrange for and /or carry out any test of materials, which the company's authorized representation may from time to time require if so desired by the company, the contractor will frame ,in favour of the company a guarantee indemnity of a schedule Bank, in respect of any loss/damage to the company, arising from any failure of the contractor to discharge his responsibility for the safety and protection of all materials /equipment supplied by the company and of the work during execution.

Damage on account of incomplete work:

The contractor shall commence the work immediately on receiving written instruction to that effect. The work will be progressed in accordance with the agreed schedule and whole work shall be completed and handed over ready for use within Of receipt of receipt of instructions to start the work (time being of the essence) : failing which the contractor shall pay or allow the company the compensation of 0.5% of the total value (for every week of delay or part thereof subject to a maximum of 0.5% of the total value) until the work is completed and handed over. However, delay in completion of a specific urgent job, the maximum compensation will be increased 15% of the total contract value. Such damages may be deducted by the company from any many due to the contractor.

This is a specific urgent job (yes/no)

(Delete which is not applicable)

Termination of contract: In the event of the contractor failing to keep to the agreed scheduled of the work within the stipulated period, the company may notwithstanding the provisions in clause 4 above terminate this agreement forthwith and employ at the contractor's cost another contractor or a sufficient number of workmen to complete the work in which event damage specified in clause 4 above shall not apply from the date this agreement is terminated.

Defective work materials: If any part of the work done by the contractor shall be found defective in workmanship or if bad or inferior materials have been used. The contractor shall at his own risk and costs demolish all such defective work and rebuild the same and or replace the bad or inferior materials used, to the satisfaction of the company's authorized representative. The decision of the company's authorized representative in this regard shall be final and binding on the contractor. In case of default of the contractor to remove the defective work and rebuild the same or replace the bad inferior materials, as aforesaid, as directed by the company's authorized representative, the company's shall be entitled to employ anyone else to carry out the same and recover all expenses incurred in this regards from the contractor.

Substitution of contractor: if the company finds it necessary to employ and other person (s) in terms of clauses 5 and or 6 above then the company may deduct and retain from out of the sums due to the contractor all such sums of money as may be required to pay or have incurred in getting the work so done and if such expenses be more than the amount due to the contractor, than the difference shall be a debt recoverable for the contractor by the

company. The contractor shall not do or cause to be done any act, manner or thing that would prevent the person (s) so employed by the company from doing their work. On termination of the agreement as aforesaid, the contractor shall at his own risk and cost remove from the work site within the time prescribed by the company all materials, tools, equipment which the company considers are not useful for its requirements. If the contractor does not remove the materials within the time prescribed the company may remove and sell the same holding the proceeds less the cost in respect of the sale it shall be entitled to recover the same, from contractor. The company shall however be entitled to purchase the materials inspected and approved as useful for its requirements at the prices then prevailing.

Inspection of work : during progress of the work, the Engineer or any other representative of the company shall be entitled at all time to have access to and inspect the work.

Supervision of work : the contractor shall provide one or more competent and technical supervisors duly and fully authorized to act on behalf in all matters relating to the work to be carried out under or any other matter concerning this agreement and who shall at all time be present at the work when any work is in progress. Such supervisors shall be persons of known experience and be approved by the company's authorized representative before they are permitted in any way to take charge of or superintend any operation of the works. Any directions, explanation, instructions or notices in connection with the work given by the company's authorized representative to the supervisor or any one of them shall be deemed to have been given to the contract.

Payment of Bill:

The final bill of the job done should be raised unless otherwise agreed by the corporation in writing one month from the date of completion of the total job as per contract. Whether the job has been completed or not will be decided at the sole discretion of the corporation. Payment of the final bill will be made after adjusting interim payment and retention amount deducted and retained.

Payment of Bill

Provided however, during the progress of the work. The contractor may submit interim or running bill proportionate to the work performed by him/them. The number of such interim/running bills unless otherwise agreed by the corporation will be not more than 1(one) per month.

Retention money :

The corporation will be entitled to deduct 10% value of all such running and final bill as Retention Money for all Jobs exceeding Rs.1,00,000/- The said retention money will be paid to the contractor after adjusting any dues of the corporation against the contractor under this agreement for defects arising out of faulty workmanship/materials provided by the Contractor and /or against any other claims for any reason whatsoever under this agreement which may arise within a period of one year or the within defect liability period.

No interest will be paid on money retained by the corporation. The retention period of one year will commence from the date of passing of the final bill or the date of completion of the job (as reckoned by (BPCL) whichever is earlier.)

The contractor must submit his final bills in duplicate based on measurements jointly recorded by company's Engineer and with the contractor's authorized representative. All payment against the bill will be made by Cheque and such payment shall be subject to deduction of income tax as may be applicable from time to time.

The company-in consideration of the contractor construction and carrying out the work shall pay the contractor

at the rates given in the attached schedules I, subject to deductions, retentions and abatements, if any to be made therefore. The payment in all cases will be in accordance with actual quantities, based on the measurements as specified in clause II above recorded by the company's Engineer in charge.

Subletting contract: The contractor shall not without the prior written consent of the company first had and obtained sublet or assign this Agreement or any part thereof PROVIDED ALWAYS that any consent given by the company for assigning or subletting will not relieve the contractor from the full entire responsibility of his obligations under this agreement and/or instructions issued to him.

Workman's Compensation liability : The contractor, his heir, executors and administrator (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 workman's compensation Act, and any enactment for time being in force in that behalf and any amendments thereof and of 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 sub-contractor, if any, and/or permitted assigns, arising out of or occasioned during the currency of this Agreement, through the acts or omissions whether due to negligence or otherwise of the contractor, sub-contractor (s) permitted assigns and also in respect of the personal injuries (as understood under the said Act,) to the servants and employees of the company arising out of or occasioned through, the acts and commission whether due to negligence or otherwise of the contractor, sub-contractor(s) permitted assigns and/or his servants and employees in carrying out any of the provisions of this Agreement.

Liability under Employees state insurance Act: Whenever the Company is required to pay Contributions in respect of the workmen or employees engaged or employed by or through the contractor, his sub-contractor or permitted assigns, under the employee state Insurance Act or the rules and Regulations made thereunder either as the principal Employees or otherwise howsoever, the company shall be entitled to recover from the contractor such contributions which the company may pay. The contractor will discharge his responsibility under the Employee's State Insurance Act, 1948 as an immediate employee engaged or employed by him for the execution of work or as the next immediate employer in case he has sublet or assigned the Agreement or the instruction as provided herein above. The contractor acknowledges the right of the company to recover the amount of the contributions paid by in the first instance in respect of the employees employed by or through him (the contractor) or permitted assigns, as well as the employees' contributions if any either by deduction from any amount payable to him by the company under any contract or as a debt payable to the company.

Smoking and hot work : The contractor shall ensure that he and workmen and or representatives shall not smoke or carry matches or lighters inside the company's installations. Should any injury resulting in death or not or damage to any property occur as a result of smoking or matches or lighters being carried in violation of the clause, the Contractor shall be held responsible for the consequences thereof.

When working in company's installation or depots or at retail outlets as the case may be the Contractor shall not carry out any work involving the use of fire or which produces heat (such as welding) without obtaining clearance from the Company's authorized representative in writing. Such work may then be undertaken only at places and under conditions stipulated by such representative.

The Contractor shall ensure that all work done by him at the company's installations Depots or Retail outlets as the case may be will be in accordance with the laid down safety procedures and systems. It will be his responsibility to ensure that the supervisor (s) provided by him are fully aware of and understand the laid down safety procedures and systems.

Statutory Requirements: The contractor shall confirm to the provision of Acts or parliament or state Legislatures and to any by-laws, rules orders or notifications of any Government Municipal or local authority for the time being affecting the work undertaken by him and will give all necessary notices to and obtain requisite sanction and permits of and from the Municipal and any other authority in respect of the said work of the materials to be

used thereat and generally will comply with building and other regulation of such authorities and will keep the company indemnified against all claims, penalties and losses that may be incurred by it by reason of any breach by the contractor of any statues bay-laws, rules, regulations, notification etc.

The contractor undertakes to ensure due and complete compliance with all laws, regulation, rules etc. whether of the central Government or the state Government or of any other competent contractor whether in connection with construction work at the site or otherwise. The employer shall have the right to inspect the records maintained by the contractor concerning such workmen from time to time and contractor shall whenever require by the employer produce such record as the employer may call upon the contractor to produce the employer's inspection in order to ascertain whether or not requirements of all such laws, regulations, rules etc. have been complied with by the contractor. In the event of any contravention of such laws, regulations rules etc. coming to light whether as a result of such inspection or otherwise or otherwise the employer may prescribe in that behalf and in the even of the contractor failing to effect such compliance within the time prescribed by the employer shall without prejudice to his rights be entitled to withhold from the amount payable to contractor any amount payable to the workmen under any such also have to make payment thereof to the workmen. The employer shall also have that even the right to terminate the contract with immediate effect and to exercise powers reserved to the Employer under the contract as a result of termination."

Clerical errors to rectified: Neither party shall take any advantage of any clerical error or mistake which may creep in or occur in the specifications, schedule of rates plan, instructions tenders or any other papers supplied to or bay the contractor in connection with the work but such clerical error mistake shall be brought to the notice by the one to other without any loss of time and same shall rectified.

Arbitrations :

"Any dispute of difference whatsoever arising out of or in connection with this Agreement including any question regarding its existence, validity, construction, interpretation, application, meaning, scope, operation or effect of this contract or termination thereof shall be referred to and finally resolved through arbitration as per the procedure mentioned herein below :

The dispute or difference shall, in any event, be referred only to a Sole Arbitrator

The appointment and Arbitration proceedings shall be conducted in accordance with SCOPE forum of Arbitration Rules for the time being in force or as amended from time to time.

The Seat of arbitration shall be at -----

The proceedings shall be conducted in English language.

The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the Sole Arbitrator."

"The parties to this agreement shall not be responsible for any failure of performance or delay in performance of their obligations hereunder if such failure or delay shall be result of any Government directive relevant to this agreement or due to war, hostility, act of public enemy riots or civil commotion, strikes, lock-out, fire, floods, epidemic or act of recognized or defector governments, import or export restriction compliance with orders of any government /local authority or any other cause or causes beyond their control".

Jurisdiction : this agreement shall be deemed to have been made in _____ and shall be constructed according to the laws of Indian and the performance by the contractor of and act on his part herein contained shall be considered due in _____ for purpose of jurisdiction.

Schedule I

Details of materials to be supplied by company

Schedule II

Details of Agreed Rates

Serial No	Description of Work	Qty.	Unit Rate	Amount
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In witness whereof the said contracting parties have set their hands and seals on the day and year first herein above witness.

Signed sealed & delivered by above named

Company through

Its constituted Attorney shri _____

In the presence of

1.

2.

Signed sealed & delivered by above named

Company through

Shri _____

In the presence of

1.

2.

ANNEXURE 9 Vendor Creation Forms

Annexure - 1 Organisation and Tax related Details

Sr. No	Description	Vendor Response												Remarks	
		01 Individual	02 HUF											1. Pl tick wherever applicable.	
		03 Association of Persons (AOP)	04 Body of Individuals (BOI)											2. Pls. attach self attested and stamped copy of relevant Registration Certificate/Partnership/Trust Deed/lease deed	
		05 Co-op. Society	06 Trust												
		07 Partnership Firm	08 Sole Proprietorship Firm												
		09 Public Ltd. Company	10 Private Ltd. Company												
		11 Central PSU	12 State PSU												
		13 Central Govt. Authority/Department	14 State Govt. Authority/Department												
		15 Limited Liability Partnership(LLP)	16 Foreign Vendor												
		17 Others, pl Specify:												3. For foreign vendors , details mentioned in Sl. no.6 is optional and Sl.no. 7 to 11 are not applicable.	
2	E-mail ID														Pls. indicate e-mail id to be used by us for sending updates; information, etc.
3	Mobile No.	+	9	1	-										Pls. indicate mobile No to be used by us for sending updates; information
4	Telephone No.	STD													Pls. indicate STD code followed by Telephone No.
5	Communication Address as per GST registration address	Building :													Pls provide address details
		Street:													
		Village/City:	District/Taluka/Zilla:												
		State:	PIN:												
6	PAN Number														Please attach self attested Copy of Pan Card
7	Whether registered under GST	Registered													Pl tick wherever applicable.
8	GST Regn no. /Composition registration no.	Unregistered													Please attach the self attested registration Certificate
9	Whether unit for which GST no. is provided is located in SEZ	YES													Pl tick wherever applicable.
10	Whether having multiple registration in a state	Business Division:	YES												Pl tick wherever applicable. If Yes, specify business Division
11	Whether registered under MSME	YES													Pl tick wherever applicable. If Yes, please fill Annexure 3

I/We confirm that information provided above is true to my knowledge & belief.

(Vendor Name) _____ (Vendor Code in BPCL) _____ (Name & Signature of Authorized signatory) _____ (Company Seal)

Date: _____

Annexure -2 National Electronic Fund Transfer (NEFT) Mandate Form for BPCL's purpose

(Mandate for receiving payments through NEFT from Bharat Petroleum Corp Ltd.)

S.No	Particulars	Details																	
1	Vendor Name																		
2	Vendor Code																		
3	Particulars of Bank Account:- (Attach Self attested and stamped copy of cancelled cheque or Duly Filled latest bank certificate)																		
3(a)	Name of the Bank																		
3(b)	Name of the Branch																		
3(c)	Bank Address																		
3(d)	City Name																		
3(e)	NEFT IFSC Code																		
3(f)	Bank Account No.																		
We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, We would not hold the company responsible																			
Date:												Name & Signature of Authorized signatory						Company Seal	
Bank Certificate for BPCL's purpose																			
We certify that the details given above are correct as per our records.																			
Date:												Signature of Authorized Official of bank						Official Seal of Bank	

Annexure - 3 Micro Small &Medium Enterprises (MSME)/Udyog Aadhar Registration Details

Sr. No	Description	Vendor Feedback	Remarks
1	MSME Registration /Udyog Aadhar Number		Please attach self attested and stamped Copy of MSME Registration/UAM certificate for verification.
2	MSME Registration /Udyog Aadhar Number		As mentioned in Registration Certificate.
3	District of Registration for MSME/UAM		As mentioned in Registration Certificate.
4	Registration Category		As mentioned in Registration Certificate. 01- Micro 02- Small 03 - Medium
5	Registered activities for MSME		As mentioned in Registration Certificate. 01 Manufacturing 02 Services
6	Proprietor/Partners/Promoters details belonging to Schedule cast/Schedule tribe (SC/ST)	Name: Name: Name:	Please provide details as per SC/ST certificate & attach the same wherever applicable. (Please note that in case no certificate is enclosed for SC/ST, it shall be deemed that the entity owners does not fall in the category.)

I/We confirm that information provided above is true to my knowledge & belief.

(Vendor Name)

(Vendor Code in BPCL)

Date:_____

(Name & Signature of Authorized signatory)

(Company Seal)

ANNEXURE 10

PRICE BID FOR PROVIDING STAFF PICK UP VEHICLES AT URAN LPG TERMINAL

S No	Description	Quantity	UoM	Rate	Amount
1	Fixed monthly cost for hiring of 2 numbers of 7 Seater SUV/MUV @ 7500km/month each, i.e. total 15000km, providing taxi for 24 hrs, kms shall start from pick up point and/or plant or as per Instructions of Officer Incharge. Also vendors have to provide 1 set of spark arrestor suitable for each vehicle.	24	month		
2	Additional km Cost for SUVs as mentioned in item 1	36000	km		
3	Fixed monthly cost for hiring of 1 number of Compact Sedan @ 5500km/month , providing taxi for 24 hrs, kms shall start from pick up point and/or plant or as per Instructions of Officer Incharge. Also vendors have to provide 1 set of spark arrestor suitable for each vehicle.	24	month		
4	Additional km Cost for Compact Sedan as mentioned in item 3	12000	km		
5	Fixed monthly cost for hiring of 1 number of Compact Sedan @ 2600km/month , providing taxi for 12 hrs, kms shall start from pick up point and/or plant or as per Instructions of Officer Incharge. Also vendors have to provide 1 set of spark arrestor suitable for each vehicle.	24	month		
6	Additional kms for compact sedan as mentioned in item 4	6000	km		
7	Additional Duty hours, beyond 12 hrs	500	hrs		
8	Providing Premium SUV(Totyota Innova/Kia Carnival or Equivalent) on per day basis for 18hrs/120 kms, additional kms to be paid as per quoted rate	30	days		
9	Additional kms for daily hiring vehicle(SUV)	2000	km		
10	Additional hours of daily hiring vehicle (SUV)	50	hrs		
11	Providing Premium Sedan(Honda City /Hyundai Verna/Suzuki Ciaz/ Skoda Slavia/or Equivalent) on per day basis for 8 hrs/120 kms, additional kms to be paid as per quoted rate	30	days		
12	Additional kms for daily hiring vehicle(Premium Sedan)	2000	km		
13	Additional hours of daily hiring vehicle (Premium Sedan)	50	hrs		
14	Toll/Parking charges	100000	No	1	100000
Total (Excluding Tax)					
Tax @ 5% (even if Tax is on RCM Basis, tax component must be mentioned)					
Total cash outflow					

Sign & Stamp of Bidder