



BHARAT PETROLEUM CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)

NOTICE INVITING E-TENDER FOR CUSTOM HOUSING AGENT TO ATTEND THE BPCL IMPORT BULK LPG CARGOS AT KPT KANDLA, GUJRAT

Electronic Bids (E-Tenders) are invited under from bonafide Bidders, who are willing to quote rates as per the terms and conditions contained herein after.

The Schedule of Tender is as under –

NAME OF THE WORK E-TENDER FOR APPOINTMENT CUSTOM HOUSE CLEARING AGENT TO ATTEND THE BPCL IMPORT BULK LPG CARGOS AT KPT KANDLA, GUJARAT			
NIT No.	Tender Download Period		Bid submission / Upload Closing date
NIT No. :	From	To	
BPCL / LPG / WR / CHA / 02 / 2016 / KANDLA	16/05/2016 11:30 Hours	30/05/2016 11:30 Hours	30/05/2015 12:00 Hours
TENDER OPENING DATE AND TIME : 30/05/2016 12:30 Hours			
PRE-BID MEETING -DATE - 23/05/2016 TIME :15:00 HOURS (WITH PRIOR-REGISTRATION)			
VENUE – BPCL WESTERN REGION OFFICE, 8 TH FLOOR, KHARGHAR, NAVI MUMBAI			
CONTACT PERSON : Name - Venkatesan K. Sr. Manager (Logistics) LPG WR Phone No. 022-27764504 Email : venkatesank4318@bharatpetroleum.in Ganraj N Waghmare, Manager (Logistics) LPG WR Phone No. 022-27764511 Email : ganrajwn@bharatpetroleum.in			
Tender documents (non-transferable) can be downloaded from the following Websites – https://bpclproc.in http://eprocure.gov.in/cpp			

NOTE – All bidders must have Digital Signature Certificate and shall have to register themselves at <https://bpclproc.in> website in order to submission of the bid online. Online Bids submitted on the <https://bpclproc.in> website shall only be accepted. All revisions, clarifications, corrigenda, addenda, time extensions etc. to the tender will be hosted on the above websites only. Bidders should regularly visit the websites to keep themselves updated.

TENDER SCHEDULE:

1	Tender No	BPCL/LPG/WR/CHA/02/2016/KANDLA
2	Name of work	TENDER FOR CUSTOM HOUSING AGENT TO ATTEND THE BPCL IMPORT BULK LPG CARGOS AT KPT KANDLA, GUJARAT
3	Earnest Money Deposit (EMD) (Returnable with no interest)	EMD would be 5% of the total tendered value of works, subject to a minimum of Rs. 5,000/- and a maximum of Rs.1,00,000/- in the form of DD issued by Nationalized / Scheduled Bank in favor of Bharat Petroleum Corporation Limited payable at Mumbai.
4	Download of Tender from following websites - https://bpcl.eproc.in http://eprocure.gov.in/cpp	
(a)	Starts on	16/05/2016 11:30 Hours
(b)	Pre-Bid meeting	23/05/2016 15:00 Hours.
(c)	Closes on	30/05/2016 11:30 Hours
(d)	Last Date and time for submission of completed E-tender documents on line	30/05/2016 12:00 Hours
5	Date & Time of Opening of Techno Commercial / Credential Bid on E-tender platform	30/05/2016 12:30 Hours
6	Contact person	Venkatesan K. Sr. Manager (Logistics) LPG WR
7	Completion period of the job	One year from the Date of LOI

NOTE –

1. Bids must be submitted online at <https://bpclproc.in> website only.
2. All bidders must have Digital Signature Certificate and have to register themselves at <https://bpclproc.in> website in order to submit the bids.
3. Tender documents are available for download free of cost.
4. For further details on this tender, please visit our websites as mentioned above
5. Tender document will not be available for purchase from any of our offices
6. Credential Bid and Price Bid are to be submitted online only

QUALIFYING PARAMETERS FOR THE TENDER:

Parties, meeting the following qualifying parameters only eligible to participate in this tender

1. Party should have a valid CHA (Custom clearing Agent) license obtained from Customs in favour of their organization valid for KPT KANDLA.
2. Experience: Party should have executed similar works during the last 3 years ending 31/03/2016. The requisite document in support of this should be submitted.

DEFINITION OF SIMILAR WORKS:

Experience of having executed CHA works on contract basis for a minimum period of 6 months for petroleum products in bulk for Private/PSU/Govt organizations shall be taken as similar works for the purpose of qualification.

Parties who have successfully completed similar works during last 3 years ending 31/03/2016 only need to apply.

The experience of the tenderer as per above requirement must be of their own and not with the support of another party/ parent company/ subsidiary/ partner firm/ group firm/ backup agency, etc. Applicants not fulfilling the above qualifying parameters need not apply.

“Tenderer is required to submit (upload) above PQC documents along with tender within the time limits stipulated for submission of tenders as no PQC documents will be entertained by Bharat Petroleum Corporation Limited after the expiry of time limits specified in tender for submission of tender.

General Instructions to vendors for e-tendering

1. Interested parties may download the tender from the CPP portal (<http://eprocure.gov.in>) or from the e-tendering website (<https://bpcleproc.in>) and participate in the tender as per the instructions given therein, on or before the due date of the tender. The tender available on the BPCL website and the CPP portal can be downloaded for reading purpose only. For participation in the tender, please fill up the tender online on the e-tender system available on <https://bpcleproc.in>.

2. For registration on the e-tender site <https://bpcleproc.in>, you can be guided by the “Instructions to Vendors” available under the download section of the homepage of the website. As the first step, bidder shall have to click the “Register” link and fill in the requisite information in the “Bidder Registration Form”. Kindly remember your e-mail id (which will also act as the login ID) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Login in to the portal using your credentials. When you log in for the first time, system will ask you to add your Digital Signature. Once you have added the Digital Signature, please inform us by mail to the vendor administrator vendoradmin@bpcleproc.in with a copy to tosupport@bpcleproc.in for approval. Once approved, bidders can login in to the system as and when required.

3. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of **Class IIB** and above (having both signing and encryption certificates) as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). **The cost of obtaining the digital certificate shall be borne by the vendor.**

In case any vendor so desires, he may contact our e-procurement service provider M/s. E-Procurement Technologies Ltd., Ahmadabad (Contact no. Tel: +91 79 4001 6816 | 6848 | 6844 | 6868 & Tel: +91 22 65354113 | 65595111) for obtaining the digital signature certificate.

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

5. Price bid of only those vendors shall be opened whose Techno-Commercial bid is found to be acceptable to us. The schedule for opening the price bid shall be advised separately.

6. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:

(i) Vendors are advised to log on to the website (<https://bpacleproc.in>) and arrange to register themselves at the earliest, if not done earlier.

(ii) The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.

(iii) Submission of Documents

The documents as prescribed in Annexure-A1 and Price Bid have to be submitted online only. However, documents which necessarily have to be submitted in like DD/Pay order as EMD in original, Self attested photocopies of documents mentioned in the general terms and conditions of the tender to be submitted in the tender box . Corporations shall not be responsible in any way for failure on the part of the bidder to follow the instructions.

It is advised that the bidder uploads small sized documents (preferably maximum up to 5 MB) at a time to facilitate in easy uploading into e-tendering site. Corporation does not take any responsibility in case of failure of the bidder to upload the documents within specified time of tender submission. Hence it is advisable to upload all the requisite documents well in advance to avoid the last minute rush.

(iv) Submission of Bids

Bid along with all the requisite copies of documents as mentioned in Annexure-A1 should be uploaded in the e-tendering platform. Balance documents as mentioned in check list (Proforma I) to be submitted in hard copies along with EMD (DD / Pay Order) at the office as per the addresses mentioned in clause No. 13 of General Terms and Condition of Tender.

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

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

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

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

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

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

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

In case of any clarification pertaining to e-procurement process, the vendor may contact the following agencies / personnel:

For system related issues, please contact:

a. M/s. E-Procurement Technologies Ltd at contact no. Tel: +91 22 65354113 | 65595111 & Tel: +91 79 4001 6816 | 6848 | 6844 | 6868) followed with an e-mail to id support@bpclproc.in.

The tender should be strictly in line with our terms and conditions. Any tender not conforming to the terms & conditions prescribed in the tender document shall be summarily rejected.

- (i) Counter Terms & Conditions will not be accepted.
- (ii) Overwriting should be avoided, Corrections, if any, should be signed by the renderer.
- (iii) All details and enclosures asked for should be submitted duly signed & stamped by proprietor/ partner. If any information is not applicable to renderer, “Not applicable” may be written against the same.

All renderers will have to submit interest free Earnest Money Deposit (EMD) as per clause 5(a) of GENERAL CONDITIONS OF CONTRACT.

Micro and Small Enterprises (MSME) will be exempted from payment of EMD provided MSME registration certificate as per the tender terms and conditions is submitted.

Deposit payments to be made as mentioned in paragraphs 2 above will have to be by crossed Demand Draft/Pay Order drawn on any Nationalized /Scheduled bank, in favour of “**Bharat Petroleum Corporation Ltd.**” payable at Mumbai.

Under no circumstances any tender document will be accepted, if received after the closing due date and time.

For detailed Terms & Conditions and the guidelines for filling up/submission of the tender, please refer the tender documents.

Detailed terms of notice, terms of tender and other particulars of the tender can be downloaded the from our web site <https://bpclproc.in>; and <http://eprocure.gov.in/cpp>

1. The original instrument of EMD along with the copies of documents as mentioned in the General terms and conditions of tender have to be submitted only in sealed envelope with the tender no. clearly mentioned on in it in the tender box kept at the following address on or before 30/05/2016 1200 **Hours**. Tenderers shall submit two separate envelopes, one containing EMD, and other containing the relevant documents as per PROFORMA-I super scribed with the Tender No. and EMD or Credential Bid as per the content of the envelope and sealed. Both these envelopes to be put in a main envelope, sealed and to be submitted with super scribing the Tender No. and closing date.

REGIONAL LPG MANAGER, WEST
BHARAT PETROLEUM CORPORATION LTD
WESTERN REGIONAL OFFICE COMPLEX
8TH FLOOR, PLOT NO.6 SECTOR-2 KHARGHAR
NAVI MUMBAI 410210, MAHARASHTRA STATE

2. **E-Credential Bids and Credential Bid envelopes will be opened on 30/05/2016 @ 12:30 hours at the above address on E tender Platform.**
3. Conditional and/or incomplete tenders and/or tenders without firm offers and/ or tenders without EMD are liable to be rejected.
4. After scrutiny of the Credential Bids, the eligible tenderers will be notified regarding date, time and venue for opening of the Price Bids.
5. BPCL reserves the right to reject any or all the tenders without assigning any reason thereof.
6. Please affix your rubber stamp and sign on each page of documents submitted manually with all its enclosures.
7. In case if it is required, BPCL at their sole discretion may conduct negotiation / reverse auction with the participation of the qualifying tenderers to arrive at a rate acceptable to BPCL. In case of reverse auction system, the reverse auction would be conducted on line and for this purpose; BPCL would arrange necessary training for the Tenderers through its own sources or through its authorized agency/service provider. The procedure that would be followed during the above event would be advised to the Tenderers well before the event. These terms and conditions also would form part of the Tender/Contract.
8. Tender Terms and Conditions should be carefully studied. If there are any clarifications required on any clause (s) or any other items, please contact Sr. Mgr. (Logistics) LPG WR/ Manager(Logistics),WR on 022-27764000 Extn : 4504 /4511 between 9.00 a.m. to 5.30. p.m. on working days.(Monday to Friday).
9. The successful Tenderer shall enter into a contract with BPCL which shall be valid as per the tender terms and conditions.

GENERAL TERMS AND CONDITIONS

Section I

GENERAL INSTRUCTION FOR THE TENDERER

1 DOCUMENTS TO BE DOWNLOADED

1.1 Tender Document.

2 DOCUMENTS

- (a) The hard copies of the technical bid, Price Bid, GCC has to be filled with all details asked for by BPCL
- (b) All pages to be initialed / signed, Company Rubber Stamped & dated below at the lower center of each page by the tenderer or by a person holding power of attorney authorizing him to sign on behalf of the tenderer as a token of acceptance. Tenders without signatures as stated above are liable to be rejected.
- (c) The tenderer should quote the rates in English both in figures and in words. Offers received without the rates in figures and in words are liable for rejection. In case of discrepancy exists between the rate quoted in figures and in words, the rates quoted in words will prevail.
- (d) All corrections and alteration in the entries of tender papers will be signed in full by the tenderer with date. No erasures or over-writings are permissible.
In case of priced bids containing overwriting/cuttings/erasures in the quoted rates and in case these are not attested by the signatory of the bid, such priced bids are liable to be rejected without giving any further notice.
- (e) The tender shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the tenderer with his usual signature with company stamp. Partnership firms shall furnish the full names of all partners in the tender. It should be signed in the partnership name by all the partners or by duly authorized representative followed by the name and designation of the person signing with company stamp. Tender by Company or Corporation registered under the relevant companies act, shall be signed by the authorized representative and a power of attorney in that behalf shall accompany the tender.
- (f) Transfer of tender documents issued to one intending tenderer to another is not permissible.
- (g) Tenders must be strictly in line with our Terms and conditions. Any tender not conforming to the Terms and conditions prescribed in the Tender document shall be rejected.

3 SUBMISSION OF TENDER:

Fully & Properly filled, signed, dated and rubber stamped technical bid , Price Bid, GCC downloaded documents hard copies to be up-loaded by you on the above mentioned site. These documents are essential & binding. Vendor's failure to upload the technical bid , Price Bid, RFQ, GCC & IP document duly signed may result in the bid not being considered for further evaluation.

The rate quoted should be valid for 180 days from the date of opening of the Price Bid. The negotiated /finalized rate should be valid for entire period of contract.

4 VALIDITY OF THE TENDER:

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

5 (a) EARNEST MONEY DEPOSIT (EMD):

The tenderer must submit / deposit earnest money, failing which the tender is liable to be rejected. The earnest money can be deposited in the form of Demand Draft in favour of Bharat Petroleum Corporation Limited payable at Mumbai. DD for Earnest Money Deposit (EMD) at the rate of **5% of the value of the Contract subject to a maximum of Rs.1,00,000/-** (Rupees One Lac only). Please note that the quotations (**Price Bid**) received without payment of EMD will not be considered at all. The EMD will be retained till the successful completion of the contract. EMD is not applicable for registered contractors of BPCL.

Scanned copy of DD has to be uploaded.

No interest shall be paid by the Owner on the earnest money deposit by the tenderer. The earnest money of the unsuccessful tenderer will be refunded.

In the case of EMD in the form of a Bank Guarantee, the same shall be kept valid by the tenderer at his cost till the completion of the contract and shall be extended from time to time. Any loss/ damage to the property arising out of the contract by your employees, shall be paid by the Contractor to BPCL, failing which it may be recovered from the Contractor's running bills and/ or the EMD.

5 (b) SECURITY DEPOSITS:

To ensure performance of the contract and due discharge of the contractual obligations, the successful contractor will have to provide security deposit of **5% of the contract value, subject to a maximum of Rs.1,00,000/-** (Rupees One Lac Only). This Security deposit may be furnished in the form of an Account payee Demand Draft payable to BPCL or Bank Guarantee in the prescribed format. The contractor shall have the option to adjust any Earnest Money Deposit-(EMD) if paid by demand draft towards security deposit if he so desires or otherwise if submitted by way of bank guarantee, the validity of the same to be extended suitably as advised by BPCL.

6 PURCHASE PREFERENCE:

BPCL reserves its right to allow Public Sector Enterprises (Central/State), purchase preference as admissible/applicable from time to time under the existing Govt. policy. Purchase preference to a PSE shall be decided based on the price quoted by PSE as compared to L1 Vendor at the time of evaluation of the price bid.

BPCL reserves its right to allow Micro and Small Enterprises (MSEs) and MSEs owned by Scheduled Caste (SC) or the Scheduled tribe (ST) entrepreneurs, purchase preference as admissible/applicable from time to time under the existing Govt. policy. Purchase preference to a MSE and a MSE owned by SC/ST entrepreneurs shall be decided based on the price quoted by the said MSEs as compared to L1 Vendor at the time of evaluation of the price bid.

7 ADDENDA / CORRIGENDA:

Addenda/ Corrigenda, if any, to the tender documents may be issued prior to the date of opening of the tenders to clarify documents or to effect modification in the tender terms. All addenda/corrigenda issued shall become part of tender Document.

8 RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:

8.1 The right to accept the tender will rest with the Owner. The Owner, however, does not bind itself to accept the lowest tender, and reserves itself the authority to reject any or all the tenders received without assigning any reason whatsoever.

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

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

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

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

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

- a. Not meeting Tender Conditions
- b. Modifications or the tenderer on his own / withdraws the offer during the validity /period of 90 days from the due date of the Tender.
- c. Refuses to sign the agreement after award of the Contract by BPCL.
- d. Does not furnish the requisite Security Deposit on awarding the contract.
- e. Is unable to commence operation within one month from the date of award of the contract.
- f. Incomplete in any respect are liable to be rejected.

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

9 COLLECTION OF DATA TENDERER'S RESPONSIBILITY & TIME SCHEDULE:

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

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

10 RETIRED GOVERNMENTS OR COMPANY OFFICER:

No Officer of Gazetted rank, employed in Administrative duties in a Department of the States/Central Government or of the Owner is allowed to work as a Contractor for a period of two years after his retirement from Government service or from the employment of the Owner without the previous permission of the Owner. The contract, if awarded, is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person, who had not obtained the permission of the State / Central Government, or of the Owner as aforesaid before submission of tender, or engagement in the Contractor's service as the case may be.

11 SIGNING OF THE CONTRACT:

The successful tenderer shall be required to execute an agreement in the **Proforma provided by BPCL within 15 days from the Date of LOI**. The payment will not be processed till the time the agreement is executed.

12 FIELD MANAGEMENT:

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

SECTION – II

GENERAL INFORMATION ABOUT LOCATION, CONTRACTOR'S RESPONSIBILITY

13 LOCATION OF SITE & ACCESSIBILITY:

Entry into the BPCL areas is restricted depending on location/site. Only pass holders as also vehicles with special permits are permitted in such restricted areas. Inside the premises access to various work spots is also further regulated by permits issued for each area. Non-availability of access roads or permits for entry of vehicles/equipment to any specific area shall in no case be the cause to condone any delay in execution of works or be the cause for any claims or extra compensations.

14 CONTRACTOR'S STAFF AND THEIR CONDUCTS:

14.1 The contractor, on or after award of the work shall name and depute a qualified personnel having sufficient experience in carrying out work of similar nature to whom instructions for works given. The contractor shall also provide to the satisfaction of the Officer-in-Charge sufficient and qualified staff.

14.2 If and whenever any of the Contractor's employees shall in the opinion of Officer-in-Charge be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the owner or Officer-in-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the contractor, if so directed by the Officer-in-Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the works without the written permission of the Officer-in-Charge. Any person so removed from the works shall be immediately replaced at the expense of the contractor by a qualified and competent substitute. Should the contractor be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection therewith.

14.3 The contractor shall be responsible for the proper behavior of all the staff, and shall exercise a proper degree of control over them and in particular, and without prejudice to the said generality, the contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the contractor shall be responsible therefore and relieve the Owner of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Officer-in-Charge upon any matter arising under this clause shall be final. Contractor shall ensure that none of their employees are ever engaged in any anti-national activities.

14.4 All contractors' personnel entering upon the Owner's premises shall be properly identified by badges issued by owner which must be worn all times on Owner's premises.

15 POWER OF ENTRY:

Owner shall restrict the entry, If the contractor does not provide the manpower services in the manner previously described in the contract document or if the provided sales associate shall, at any time in the opinion of the Officer-in-Charge.

- i. Fail to carry out the works in conformity with the contract documents, or
- ii. Fail to carry out the works in accordance with the time schedule, or
- iii. Substantially suspend work or the works for a period of Fourteen days without authority from the Officer-in-Charge, or
- iv. Fail to carryout and execute the works to the satisfactions of the Officer-in-Charge.

16 CONTRACTORS RESPONSIBILITY ON STATUTORY OBLIGATIONS

The contractor shall conform in all respects with the provisions of any statutory regulations, ordinances or by laws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the works or any temporary works. The contractor shall keep the Owner Indemnified against all penalties and liabilities of every kind arising out of non-adherence to such statutes ordinances, laws, rules, regulations, etc.

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

The contractor should ensure Compliance of Labour Laws.

[1] Provident Fund

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

[2] Gratuity

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

[3] ESIC

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

[4] Labor License

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

[5] Muster/Registers

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

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

[6] Wages

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

[7] Identity Badges

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

[8] Discipline

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

[9] Documents /Address / Registration papers & Contact details

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

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

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

[11] You are also required to submit the names of the person's working under your contract with their complete address/photo etc. for records.

[12] Taxes, Etc.

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

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

**SECTION – III
INTERPRETATION OF CONTRACT DOCUMENTS**

17.1 Except if and to the extent otherwise provided by the Contract, the provisions of the General Conditions of Contract and special conditions shall prevail over those of any other documents forming part of the contract. Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or any of the matter may be referred to Officer-in-Charge, who shall give his decisions and issue to the Contractor instructions directing in what manner the work is to be carried out. The decision of the Officer-in-Charge shall be final and conclusive and the contractor shall carry out work in accordance with this decision.

17.2 Headings and marginal notes to the clauses of these General Conditions of Contract or to specifications or to any other tender document are solely for the purpose of giving a concise indication and not a summary of the content thereof, and they shall never be deemed to be part thereof or be used in the interpretation thereof of the Contract.

17.3 Singular and Plural:
In these contract documents unless otherwise stated specifically, the singular shall include the plural and vice-versa wherever the context so requires. Words indicating persons shall include relevant incorporated companies/registered as associations/ body of individual/ firm or partnership.

18 SPECIAL CONDITIONS OF CONTRACT:

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

18.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.

18.3 Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract then, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provision of the General Conditions of Contract to the extent of such repugnance or variations, prevail.

18.4 Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the contractor shall do so at his own cost.

19 NOTICES:

Any notice hereunder may be served on the contractor or his duly authorized representative at the job site or may be served by registered mail direct to the address furnished by the Contractor. Proof of issue of any such notice could be conclusive of the contractor having been duly informed of all contents therein.

20 CONTRACTOR TO OBTAIN HIS OWN INFORMATION:

The contractor in fixing rate shall for all purposes whatsoever be deemed to have himself independently obtained all necessary information for the purpose of preparing his tender. The contractor shall be deemed to have examined the Contract Documents, to have generally obtained his own information in all matters whatsoever that might affect the carrying out the works at the scheduled rates and to have satisfied himself to the sufficiency to his tender. Any error description of quantity or omission there from shall not vitiate the contract or release the Contractor from executing the work comprised in the contract according to specifications at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the works and the requirements of manpower involved etc. and as to what all works he has to complete in accordance with the contract documents whatever be the defects, omissions or errors that may be found in the Contract Documents. The Contractor shall be deemed to have visited surrounding to have satisfied himself to the nature of all existing services to be provided. He is deemed to have acquainted himself as to his liability for payment of Government taxes and other charges. Any neglect or failure on the part of the Contractor in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risk or liabilities or the entire responsibility of providing services at the scheduled rates and time in strict accordance with the contract documents. No verbal agreement or inference from conversation with any officer or employee of the owner either before or after the execution of the contract agreement shall in any way affect or modify any of the terms or obligations herein contained.

21 FORFEITURE OF SECURITY DEPOSIT:

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

22 ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED:

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

23 RIGHTS OF VARIOUS INTERESTS:

- i) BPCL reserves the right to distribute the work between more than one contractor. The contractor shall cooperate and afford other contractors reasonable opportunity for access to the works for execution of their works.
- ii) Whenever the work being done by any department of the BPCL or by other contractors employed by BPCL is contingent upon work covered by the contract, the respective rights of the various interests involved shall be determined by the Officer-in-Charge to secure the completion of the various portions of the work in general harmony.

24 RIGHT OF BPCL TO DETERMINE / TERMINATE CONTRACT

BPCL shall, at any time be entitled to determine and terminate the contract; if in the opinion of the Owner the cessation of the work becomes necessary owing to paucity of funds or for any other cause whatsoever.

25. OPERATION OF CONTRACT:

25.1 Law Governing:

Regardless of the place of contracting, place of performance or otherwise, this Agreement, and all amendments, modifications, alterations, or supplements, thereto shall be governed by the laws of India and respective state laws for the nature, validity and interpretation thereof.

26 Non-Waiver of Default:

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

SECTION - IV

PERFORMANCE OF WORK

27 WORK ON SUNDAYS AND HOLIDAYS:

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

28 GENERAL CONDITIONS

28.1 Place of Work:

The work has to be executed at specified premises as per the tender. Contractor should apprise himself of all the conditions prevailing in such location and the restrictions placed on movement of personnel and working methods allowed etc. in the light of security and safety regulations operative in the area. The safety regulations to be complied with, by the contractor will also be provided. No idle time wages or compensation for temporary stoppage of work or restrictions would be paid, and the rate quoted should cover the cost of all such contingencies and eventualities.

28.2 The contractor must arrange for the placement of sales associates in such a way that the delayed completing of the work or any part thereof for any reasons whatsoever will not affect their proper employment. The Owner will not entertain any claim for idle time payment whatsoever.

SECTION V

BILLS / PAYMENT

29 RATES AND PAYMENTS:

i) Contractor's Remuneration

The price to be paid by the Owner to contractor for providing manpower shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the contractor under the contract and no further payment whatsoever shall be or become due or payable to the contractor under the contract.

ii) Rates to be inclusive:

The prices/rates quoted by the contractor shall remain firm till the last date of the contract and shall not be subject to escalation. Rates shall be deemed to include and cover all costs, expense and liabilities of

every description and all risk of every kind to be taken in executing and completing the work. The Contractor shall be deemed to have known the nature, scope, magnitude and the extent of the works required, though the contract document may not fully and precisely furnish them. The rates quoted shall be final and binding on the contractor. The payment will be made according to the number of manpower supplied in a month.

iii) Billing:

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

30 MODE OF PAYMENT:

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

SECTION VI

TAXES / STATUTORY DUTIES / INSURANCE

31 TAXES, DUTIES, ETC:

The contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes and duties etc., now in force or hereafter Imposed, increased or modified, from time to time in respect of work and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the contractor and the contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employer - employee relationship and the contractor further agrees to comply and secure the compliance with all applicable Central, State, Municipal and local laws and regulations and requirements of any Central, State or Local Government agency or authority. Contractor further agrees to defend, indemnify and hold harmless from any liability or penalty which may be imposed by the Central, State of Local Authority by reason of any violation by contractor or sub-contractor of such laws, regulations or requirements and also from all claims, suits or proceeding that may be brought against the Owner arising under, growing out of, or by reason of the work provided for by this contract by third parties, or by Central or State Government authority or any administrative sub-division thereof.

32 INSURANCE:

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

i) Employees State Insurance Act:

The Contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employees State Insurance Act, 1948, and the contractor further agrees to defend, indemnify and hold Owner harmless from any liability or penalty which may be imposed by the Central, State or Local Authority by reason of any asserted violation by contractor or sub-contractor, of the Employee State Act, 1948 and also from all claims suits or proceedings that may be brought against the Owner arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of the contractor, by third parties or by Central or State Government authority or any political sub-division thereof. The contractor agrees to filing, with the Employees State Insurance Corporation, the Declaration Forms and all forms which may be required in respect of the

contractor's or sub-contractor's employees whose aggregate remuneration as fixed by the concerned authorities and who are employed in the work provided for or those covered by ESI Act under any amendment to the Act from time to time. The contractor shall deduct and secure the agreement of the sub-contractor to deduct the employee's contribution as per the first schedule of the Employee State Insurance Act from wages and affix the Employee's contribution Cards at Wages payment intervals. The contractor shall remit and secure the agreement of the sub-contractor to remit to the authorized bank, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The contractor agrees to maintain all Cards and records as required under the Act in respect of employees and the payments and the contractor shall secure the agreement of the subcontractor to maintain such records. Any expenses incurred for the contribution, making contribution or maintaining records shall be to the contractor's or sub-contractor's account.

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

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

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

No extra payments will be made for this insurance. Owner shall not be liable for any damage or loss not made good by the insurance company.

33 DAMAGE TO PROPERTY:

- i) Contractor shall be responsible for making good, to the satisfaction of the Owner any loss of and any damage to all structures and properties belonging to the Owner or being executed or procured or being procured by the Owner or of other agencies within the premise all the work of the Owner, if such loss or damage is due to fault and/or the negligence willful acts or omission of contractor, his employees, agents, representative or sub-contractor.
- ii) The contractor shall indemnify and keep the Owner harmless of all claims for damage to property other than Owner's property arising under or by reason of this agreement if such claims results from the fault and/or negligence or willful acts or omission of contractor, his employees, agents, representatives or subcontractors.

SECTION VII

LABOUR LAWS AND OTHER REGULATIONS

34 LABOUR LAWS:

- i) No labour below the age of eighteen years shall be employed on the work.
- ii) The contractor shall not pay less than what is provided under the Minimum Wages Act for the applicable trade or category of workman to the worker engaged by him on the work and also ensure that any subcontractors engaged by him also pay not below the applicable minimum wages under the Act and hold the company, indemnified in respect of any claims that may arise in respect or non-compliance with this requirements.

- iii) The contractor shall observe all the formalities required under the provisions of the contract labour (Regulation and abolition) Act 1970 and the rules made there under and as may be amended from time to time. He shall pay the required deposit under the Act appropriate to the number of workmen to be employed by him or through sub-contractor and get himself registered under the Act. He shall produce the certificate of registration granted by the Govt. authority under the Act to the company before commencement of work. The company recognizes only the contractor and not his sub-contractors under the provisions of the Act. The contractor will have to submit daily a list of his employees, who will be entering the Company's premises for the work awarded. He will also keep his wage register available at all times as close to the work site as possible and produce the same for inspection whenever required by designated Company officials. If the company so desires, a deposit may be taken from the Contractor to be refunded only after the Company is satisfied that all the workmen employed by the contractor have been fully paid for the period of work in Company's premises at least at rates equal to or better than wages provided for under the Minimum Wages Act.
- iv) The Contractor will comply with the provisions of the employee's Provident Fund Act and the Family Pension Fund Act as may be applicable and as amended from time to time. Contractor shall obtain their own provident fund account number. Offer of the contractor who does not have provident fund account will be liable for rejection.
- v) The Contractor will comply with the provisions of the Payment of Gratuity Act 1972 as may be applicable and as amended from time to time.

35 CONTRACTOR TO INDEMNIFY THE OWNER:

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

ii) Payment of Claims and Damages:

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

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

iii) Employment Liability:

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

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

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

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

36 HEALTH AND SANITARY ARRANGEMENTS FOR ASSOCIATES:

In respect of all associates directly employed in the works for performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the Owner from time to time for the protection of health and sanitary arrangements for all workers.

37 SAFETY REGULATIONS:

i) In respect of all Associates, directly or indirectly employed in the work for the performance of contractor's part of this agreement, the contractor shall at his own expenses arrange for all safety provisions as per safety codes of C.P.W.D. Indian Standard Institution, the Electricity Act, The Mines Act and any such other acts as applicable.

ii) The Contractor shall ensure that he, his sub-contractor and his, or their personnel or representatives shall comply with all Fire / Safety regulations issued from time to time by the Company or otherwise howsoever and should any injury resulting in death or not or loss / or damage due to Fire to any property or a portion thereof, occurred as a result of failure to comply with such regulations, the contractor shall be held responsible for the consequences thereof and shall keep the company harmless and indemnified.

38. ARBITRATION:

a) Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of BPCL against the Contractor or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to this agreement shall be referred to the sole Arbitration of the concerned Director (Marketing) of the BPCL or of some officer of the BPCL who may be nominated by the concerned Director. The Contractor will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an Officer of the BPCL or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the BPCL he had expressed views on all or any other matters in dispute or difference. In the event of the arbitrator to

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

- b) The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute before him. The arbitrator shall have all summary powers and may take such evidence oral and/ or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Arbitration and Conciliation Act, 1996 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.
- c) The parties against whom the arbitration proceedings have been initiated, that is to say the Respondents in the proceedings, shall be entitled to prefer a cross-claim, counter-claim or set off before the Arbitrator in respect of any matter an issue arising out of or in relation to the Agreement, without seeking a formal reference of arbitration to the Director for such counter-claim, cross or set off and the Arbitrator shall be entitled to consider and deal with the same as if the matters arising therefrom has been referred to him originally, and deemed to form part of the reference made by the Director.
- d) The arbitrator shall be at liberty to appoint, if necessary, any accountant or engineering or other technical person to assist him and to act by the opinion so taken.
- e) The arbitrator shall have power to make one or more awards whether interim or otherwise, in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties.
- f) The arbitrator shall be entitled to direct any one of the parties to pay the costs of the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the arbitrators' expenses whenever called upon to do so.
- g) The parties hereby agree that the courts in the city of Mumbai/(Ernakulam-in the case of Kochi Refinery), alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator hereunder shall be filed in the concerned courts in the city of Mumbai/(Ernakulam-in the case of Kochi Refinery), only.

39 JURISDICTION:

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

SECTION - VIII

DEFINITION OF TERMS

In the contract documents as herein defined where the context so admits, the following words and expressions will have following meanings:

- 1) "The Owner/Company/BPCL" means the Bharat Petroleum Corporation Limited, incorporated in India having its registered office at 4 & 6, Currimbhoy Road, Ballard Estate, Mumbai - 400 038 or their successors or assigns
- 2) "The Contractor" means the person or the persons, firm or Company whose tender has been accepted by the Owner and includes the Contractor's legal representative, his successor and permitted assigns.
- 3) The "Managing Director" shall mean the Chairman and Managing Director of the Bharat Petroleum Corporation Limited or his successor in office designated by the Owner.
- 4) The "Officer-in-Charge" shall mean the person designated as such by the Owner and shall include those who are expressly authorized by the Owner to act for and on his behalf for operation of this contract.
- 5) The "Work" shall mean the works to be executed in accordance with the contract or part thereof as the case may be and shall include extra, additional, altered or substituted works as required for purpose of the contract.
- 6) The "Permanent Work" means and includes works which will be incorporated in and form a part of the work to be handed over to the Owner by the Contractor on completion of the contract.
- 7) The "Construction Equipment" means all appliances, Tools/Tackles and equipment of whatsoever nature for the use in or for the execution, completion, operation or maintenance of the work unless intended to form part of the Permanent work.
- 8) The "Site" means the areas on which the permanent works are to be executed or carried out and any other places provided by the Owner for purpose of the contract.
- 9) The "Contract Document" means collectively the Tender Document. Designs. Drawings or Specifications, agreed variations, if any, and such other document constituting the tender and acceptance thereof.
- 10) The "Consultant" means the consulting engineers Nominated/appointed by the Owner for this Project / job.
- 11) The "Sub-Contractor" means any person or firm or Company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor, with the written consent of the Officer-In-Charge, and the legal personal representatives, successors and permitted assigns of such person, firm or company.
- 12) The "Contract" shall mean the Agreement between the Owner and the Contractor for the execution of the works including therein all contract documents.
- 13) The "Specification" shall mean the various technical specifications attached and referred to in the tender documents. It shall also include the latest editions, including all addenda/corrigenda, of relevant Indian Standard Specification, specifications of the other country published before entering into Contract.

- 14) The "Drawings" shall include maps, plans and tracings or prints thereof with any modifications approved in writing by the Engineer-in-Charge and such other drawings as may, from time to time, furnished or approved in writing by the Engineer-in-Charge.
- 15) The "Tender" means the tender submitted by the Contractor for acceptance by the Owner.
- 16) The "Alteration Order" means an order given in writing by the Engineer-in-Charge to effect additions to or deletion from and alterations in the works.
- 17) The "Completion Certificate" shall mean the certificate to be issued by the Engineer-in-Charge to the contractor when the works have been completed to his satisfaction.
- 18) The "Final Certificate" in relation to a work means the certificate issued by the Engineer-in-Charge after the period of liability is over for releasing the retention money/PBG.
- 19) The "Period of Liability" in relation to a work means the specified period during which the Contractor stands responsible for rectifying all defects that may appear in the works.
- 20) LOA: Letter of Allotment
- 21) LOI: Letter of Intent
- 22) CSR: Corporate Social Responsibility
- 23) VM: Visual Manifesto
- 24) MIS: Management Information System
- 25) PBG: Performance Bank Guarantee
- 26) CV: Curriculum Vitae
- 27) LPG: Liquefied Petroleum Gas
- 28) PDI: Pre delivery Inspection
- 29) PF: Provident Fund
- 30) HRA: House Rent Allowance
- 31) LTA: Leave Travel Assistance

SPECIAL TERMS AND CONDITIONS

(JOB : CUSTOM HOUSING AGENT TO ATTEND THE BPCL IMPORT BULK LPG CARGOS AT KPT KANDLA

1. The entire work shall be carried out under the supervision / coordination with the officials of BPCL LPG –HQ ,Mumbai / BPCL LPG Western Region office ,Kharghar/ LPG DU Jamnagar /KANDLA
2. Necessary co-ordination shall also be done with our Western Region Finance Department /LPG,HQ/BPCL, Jamnagar office /IOC,HPCL –Offices of Mumbai /Gujarat for preparation /collection of various required documents, documentation work, making of payments to customs department/port authorities.
3. The successful tenderer shall arrange for the required monthly/quarterly entry passes at KPT KANDLA as applicable.
4. The successful tenderer shall abide with and follow all safety rules and regulations as applicable and being followed at BPCL/ KPT KANDLA premises.
5. The contract shall be valid for period of one year from the date of issuance of LOI with an option to extend the same for further period of one more year on the same rates, terms & conditions at sole discretion of the corporation.
6. Vessels may carry Propane / Butane /LPG Mixture stored in separate tanks.
7. The successful vendor shall submit the bills/invoices at the end of every cargo along with requisite documents and reports for settlement.
8. Payment will be made within 15 days from the date of submission of bills along with all required supporting documents.
9. The number of vessels/quantity shown in the job schedule / price bid are an estimated quantity and are indicative only. The successful bidders cannot claim it as their right. The quantities can increase or decrease at the sole discretion of the Corporation. Payments will be made based on actual. No escalation in rates shall be permitted during the contract period.
10. In case of delay in filling of papers into bond, or ex-bonds resulting in delay in berthing of vessels in discharging the product, BPCL reserves the right to claim the loss from the contractor/agent.
11. The contractor shall not be entitled to sub-let, sub contract or assigned the work against the order placed without BPCL's concern in writing.
12. Party personnel should be available at the KPT KANDLA before berthing of ship and on board before commencement of discharge. Party should get the clearance from customs/Excise Department after filling necessary documents before berthing of ship. Party personnel should

inform about the status of Customs/Excise clearance for commencement of discharge to boarding officer. Party personnel should co ordinate with boarding officer, Customs / Excise department and Ship for smooth commencement of discharge.

13. Party personnel should provide necessary details / data to boarding officer and Terminal Personnel as and when required.
14. In case of berthing, deberthing and re-berthing of vessels/ships, it will be considered as single voyage and no extra charges will be payable. Similarly irrespective of no of Bill of entries for the same vessel, will be consider as single voyage and no extra charges will be paid.
15. Party will be reimbursed on expenses on account of purchase of Stamp paper only for preparing required documentation for submission to Customs Dept. on behalf of BPCL.

SCOPE OF WORK

JOB : CUSTOM HOUSING AGENT TO ATTEND THE BPCL IMPORT BULK LPG CARGOS AT KPT KANDLA -GUJRAT)

The scope of work of the Customs Handling Agency including Port/Steamer agent:-

1. Collect the invoice, BL, freight, Insurance, HSS and all other related cargo/shipping documents /DD from IOCL/BPCL or other offices as per their instruction. The cargo shall be LPG/Propane/Butane.
2. Preparation of documents Submission of necessary documents, all works related to liaisoning and obtaining Clearances from Customs/Port authorities for import parcels of LPG which are required to be carried out by Custom Handling Agent as per the statutory requirements.
3. Filing of Bond Bills of Entry / white Bill of Entry, for vessels on behalf of BPCL only, though each vessel is likely to contain the product of other three oil companies / two oil companies / one oil company.
4. Obtaining discharge permission from Customs prior to commencement of discharge operations.
5. Liaisoning and arranging for the visit of Customs officials to the LPG import facility as and when required.
6. Filling of all related documents for provisional assessment for import Parcels.
7. Submission of final documents for provisional assessment of import parcels.
8. Lodging of any submissions, protest letters and other returns, at any point of assessment as required by BPCL. Also obtaining/forwarding any documents required to the concerned authorities at the time of Budget/Year closing etc.
9. Liaisoning with Port, Customs and Excise officials in regard to all such transactions which arise due to and in the course of Import of LPG.
10. Attending, representing and liaisoning all such proceedings with Customs / Excise in respect of adjudications / arbitrations etc. which may arise due to and in the course of import of LPG and filling of all documents as per BPCL.
11. Maintenance of PLA ledger pertaining to various Bonds, filed with Customs and obtaining the certification/ signature of the concerned customs officials on current basis.

12. In case of conversion of vessels from Coastal to foreign and Foreign to Coastal, all formalities as required by customs law are to be compiled with so as to enable BPCL to claim the refund of duty on ship stores.
13. Collect the previous conversion documents from the last port (agent) or from other source.
14. Bring the customs officials to the tanker for taking inventory and berthing formalities.
15. To follow up with BPCL/ KPT KANDLA or other sources towards tankers ETA/ Last port of call and other usual procedures including program at KPT KANDLA .
16. For our (BPCL) time chartered tanker complete port agency work.
17. Co-ordination with KPT KANDLA /BPCL officials as the case may be and berthing formalities with ports and customs for expected arrival of ship and NOR tendered by ship.
18. Obtaining port entry clearance from Harbor Master.
19. Obtaining port clearance from Customs for sailing of the tanker.

Obtaining customs signature from the Ullage report and shipping bill for closing EGM. Mate receipt should be prepared and Master of the tanker should endorse the same.
20. Discharging of all such duties and responsibilities which are fully covered by C& F agents and port/steamer agent other than those specified above.
21. Obtaining the Bills of Entry (Exchange Control Copy – TRIPLICATE), duly signed/stamped by Customs Officials and submit the same to BPCL immediately.
22. Any other Imports/Customs/Port related documentation work Viz creation.

**LEGAL STATUS OF TENDERER
(TO BE FILLED IN ONLINE)**

Dear Sirs,

We are,

- a) Proprietorship firm (name of firm) :
Name (of proprietor in full)
Residential address & Telephone No of Proprietor.
Office address & Telephone Nos.

- b) Partnership firm (name of firm) :
Name, address & Telephone No.
Of each of the Partners
Address and Telephone nos. of firm

- c) Registered Company :
Address of Registered office and Branch
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 :

**PARTICULARS OF TENDERER
(TO BE FILLED IN ONLINE)**

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)
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 partners :
(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. :

(* 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".

15. Name(s) of the persons :
Operating the A/cs.
16. Details of assets (fixed), if any :
17. Code No. allotted by Indian :
Bank's Association, if any
18. 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 : _____

ANNEXURE-III

DECLARATION BY THE TENDERER
(TO BE ACCEPTED ON LINE)

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 LPG Transport 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 two years preceding 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 - IV

LETTER OF UNDERTAKING
(TO BE ACCEPTED ON LINE)

I / We, M/s _____ hereby authorize M/s Bharat Petroleum Corporation Ltd., to deduct Income Tax charges as applicable (if any) payable to us and remit the same to appropriate Income Tax authorities.

SIGNATURE OF THE TENDERER & RUBBER STAMP

Full Name : _____

Address : _____

Tel. No. : _____

Annexure V



APPLICATION FORM FOR REGISTRATION OF CONTRACTORS

(Please attach the documents as per Annexure Numbers mentioned in the form)

BASIC INFORMATION	
	Name of the Contractor
	Postal Address (Office) Telephone No : Factory / Office Fax No. : Factory / Office Contact Person Mobile No E-mail
	Factory Address Telephone Fax No. Mobile No E-mail
	Name of Representative Address Telephone Fax No. Mobile No E-mail

DETAILS OF REGISTRATION SOUGHT FOR		
	Category of works for which vendor registration is being sought (Please refer uploaded list of category separate for Refinery and other than Refinery)	
	<p>Please indicate financial class to which registration is sought</p> <p>Class I Rs. 200 Lakhs - Rs. 500 Lakhs Class II Rs. 100 Lakhs - Rs. 200 Lakhs Class III Rs. 50 Lakhs - Rs. 100 Lakhs Class IV Rs. 25 Lakhs - Rs. 50 Lakhs Class V Rs. 10 Lakhs - Rs. 25 Lakhs Class VI Rs. 5 Lakhs - Rs. 10 Lakhs Class VII Rs. 2 Lakhs - Rs. 5 Lakhs Class VIII Less Than Rs. 2 Lakhs</p> <p>Indicate the minimum value of work that should be awarded (Rs. In Lakhs)</p>	
	Please specify whether Registration is sought for any specific SBU / Entity in BPCL. Please specify the Region also.	
ORGANISATIONAL DETAILS		
	Constitution – Sole Proprietorship / Partnership / Pvt Ltd / Public Ltd. / Public Sector	
	Names of Proprietor/ Partners / Directors / Executives (Attach as Annexure-I)	
0	Registration Certificate / Partnership deed / Article of Association and Memorandum of Association (Attach Photo copies as Annexure-II)	
1	Year of Establishment & Establishment Certificate (Attach Photo copies as Annexure III)	
2	Current financial year solvency certificate from any Scheduled Bank (Attach original or attested by issuing bank as Annexure-IV)	
REGISTRATION WITH STATUTORY AUTHORITIES		
3	Whether registered under SSI / NSIC / MSME (Attach Photo copy as Annexure-V)	
4	Whether holding valid license for the trade, if so give details. For electrical contractors, whether the applicant possesses valid Electrical Licenses for LT / HT Works (Attach documents as Annexure VI)	
5	Registration with PF / ESI Confirm Deposits in contribution and deductions with PF / ESI are in line (Attach Photo Copy as Annexure-VII)	
6	PAN No. (Attach Photo Copy as Annexure-VIII)	
7	TIN No. (VAT) – State wise (Attach Photo Copy as Annexure IX)	

8	CST Registration – State wise (Attach Photo Copy as Annexure X)	
9	Service Tax Registration Certificate (Attach Photo Copy as Annexure-XI)	
0	Works Contract Registration Certificate (Attach Photo Copy as Annexure XII)	
PAST EXPERIENCE		
1	a) Last 3 Year's Turnover b) Last 3 Year's Accounts - Balance Sheet with Auditor's note and P & L A/c. (Attach copies as Annexure XIII)	
2	Maximum value of single work executed in the last 5 years (3 years for Refinery) as prime contractor (Separate details on single work executed required for different job categories for which registration is being sought) Work order copy and completion certificate (Attach documents as Annexure XIV)	
PAST WORK / CLIENT REFERENCES		
3	a) List of Clients (Attach list preferably indicating work done /supplies made to Hydrocarbon and Chemical Process Industries as Annexure XV) b) Purchase Order of Clients (Attach Photo copies for major items supplied as Annexure XVI). Please also attach a summary of jobs executed c) Details of work in progress (Please attach relevant documents as Annexure XVII)	
4	Registration with other organizations a. Name of the organization b. Value of Registration c. Nature / Category of Work Registration Certificates to be enclosed as Annexure XVIII	
5	Whether the applicant is already registered for any other category in BPCL. If Yes, provide Class of Registration Category of Registration Region	
6	Whether the applicant has any sister concern registered in BPCL. If Yes, provide Class of Registration Category of Registration	
	Whether the applicant has been blacklisted /	

7	removed /holiday listed / deregistered from the approved list or demoted to a lower class by BPCL in the past. Date of Blacklisting	
8	Whether the applicant has gone for Arbitration / litigation for any of the past work with BPCL. Nature of Work Nature of Arbitration	
9	Whether the applicant has any dismissed employee of BPCL in his employment. If yes, Name	
E-TENDERING		
10	Whether Digital Signature Certificate available for participating in e-tender	

I / We certify that I/we will not get myself/ourselves registered as contractor(s) in the Undertaking under more than one name.

I / We hereby confirm that the above information is true to the best of my / our knowledge & belief.

I / We also undertake that, if at any stage, the above information are found to be incorrect, the Corporation shall reserve the right to cancel my /our registration, at any time, without notice, at its discretion.

I / We certify that I/our partners / directors did not retire as an employee of Bharat Petroleum Corporation Limited during the last two years. I / We also certify that I have neither such persons under my employment nor shall I / we employ such persons within two years of his / her retirement from this organization except with prior permission.

I / We certify that I / our partners / directors are not relatives of the Managerial, Accounts, Engineering or Materials employee of Bharat Petroleum Corporation Limited (A near relative may include wife, husband, parent, children, grand children, brothers, sisters, uncles, aunts, cousins and their corresponding in laws).

Date :

Place : Signature of the Proprietor/Partner / Authorized representative.

Seal of the Firm

NOTE: All relevant documents must necessarily accompany the application form and should be attested by Gazetted officers / Notary Public.

Non-submission of any of the documents as mentioned in the application form or incomplete form may lead to summarily rejection.

This form is first stage application form and additional information may be sought by specific department where registration is applied.

Organization Details

Sr. No	Description	Vendor Response	Remarks
1	Type of Company (Nature of Entity or Business Concern)	<input type="radio"/> 01 Individual <input type="radio"/> 02 HUF <input type="radio"/> 03 Sole Proprietorship Firm <input type="radio"/> 04 Association of Persons (AOP) <input type="radio"/> 05 Body of Individuals (BOI) <input type="radio"/> 06 Co-op. Society <input type="radio"/> 07 Trust <input type="radio"/> 08 Partnership Firm <input type="radio"/> 09 Private Ltd. Company <input type="radio"/> 10 Public Limited Company <input type="radio"/> 11 Central PSU <input type="radio"/> 12 State PSU <input type="radio"/> 13 Central Govt. Authority/Department <input type="radio"/> 14 State Govt. Authority/Department <input type="radio"/> 15 Judicial Authorities	Pls. tick appropriate value
2	Registration No. issued by the relevant body under which your business concern is registered		Pls. provide details & attach relevant Registration Certificate
3	E-mail ID		Pls. indicate e-mail Id to be used by us for sending electronic updates, information, etc.
4	Name of Contact Person		
5	Mobile No.		

6	Telephone No.	STD Code:	Landline No. :	Pls. indicate STD code followed by Telephone No.
7	Communication Address	Building: Street: Village/City: District/Taluka/Zillah: State: Pin code :		Pls provide address details

Note: All certificates submitted should be self attested.

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

Vendor Name	Vendor Code in BPCL	Name & Signature of Authorized Signatory
-------------	---------------------	--

Date

Company Seal

ANNEXURE - VI (PAGE 2)

Excise Registration Details

Excise Control code No. (ECC No.)	Name as appearing on Excise Registration Certificate	Range / Division / Commissionerate	Remarks
			Provide data as per Excise registration certificate & attach documents for verification (Old Certificates which are not PAN based shall not be accepted)

Note:

1. Your Vendor Name & name on Excise Registration Certificate mentioned
2. **All certificates submitted should be self attested.**
3. First 10 characters of ECC No should exactly match with PAN No.

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

Vendor Name	Vendor Code in BPCL	Name & Signature of Authorized Signatory
-------------	---------------------	--

Date

Company Seal

ANNEXURE - VI (PAGE 3)

VAT/CST Details

Sr. No	State	VAT Registration Number (TIN No.)	CST Registration Number	Valid From (Date)	Remarks
1					Provide data as per VAT/CST registration certificate & attach documents for verification
2					Provide data as per VAT/CST registration certificate & attach documents for verification
3					Provide data as per VAT/CST registration certificate & attach documents for verification
4					Provide data as per VAT/CST registration certificate & attach documents for verification
5					Provide data as per VAT/CST registration certificate & attach documents for verification

Note:

1. Please attach **latest VAT/CST** certificates issued by State govt.
2. Request you to provide data as per VAT /CST registration certificates issued to you.
3. **All certificates submitted should be self attested.**
4. Pls. provide details as above for all states from where you are making **supplies to BPCL.**

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

Vendor Name	Vendor Code in BPCL	Name & Signature of Authorized Signatory
-------------	---------------------	--

Date

Company Seal

Service Tax Details

Sr. No	Office Address	Service Tax Registration No.	Service Tax Registration Category Description	Valid From (Date)	Remarks
1					Provide data as per Service Tax registration certificate & attach documents for verification
2					Provide data as per Service Tax registration certificate & attach documents for verification
3					Provide data as per Service Tax registration certificate & attach documents for verification
4					Provide data as per Service Tax registration certificate & attach documents for verification
5					Provide data as per Service Tax registration certificate & attach documents for verification

Note:

1. Request you to provide data as per PAN based (latest) Service Tax registration certificate issued to you.
2. Pls. provide details as indicated above for **services regularly offered to BPCL from your respective offices.**
3. **All certificates submitted should be self attested.**
4. First 10 characters of Service Tax Registration No should exactly match with PAN No.
5. Old Certificates which are not PAN based shall not be accepted

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

Vendor Name	Vendor Code in BPCL	Authorized Signatory
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Date		Company Seal
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ANNEXURE - VI (PAGE 5)

PAN Details

PAN No.	Name as appear on PAN Card	Remarks
		Please attach the documents for verification

Note:

1. Vendors belonging to 'Sole Proprietary Concern' category may submit 'Individual/HUF' PAN Card of the Proprietor of the concern.
2. For other categories of Vendors, PAN card issued in the name of the entity/Person should be submitted.
- 3 **Copy of PAN card submitted should be self attested.**
4. **Corporate Vendors, if using PAN card of a Group Company, please also enclose a declaration stating names of all the units using same PAN.**

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

Vendor Name	Vendor Code in BPCL	Name & Signature of Authorized Signatory
-------------	---------------------	--

Date

Company Seal

Micro Small & Medium Enterprises (MSME) Registration Details

Sr. No	Description	Vendor Feedback	Remarks
1	MSME Registration Number		Please attach the MSME Registration certificate for verification.
2	MSME Certificate date		As mentioned in Registration Certificate.
3	District of Registration for MSME		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	<u>Proprietor/Partners/Promoters details belonging to Schedule cast/Schedule tribe (SC/ST)</u>	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.)

Note – All certificates submitted should be self attested

Please fill in the details only if your entry falls under Micro, Small or Medium Enterprise as per certificate issued by Department of Government, otherwise Mention “Not Applicable”

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

Vendor Name	Vendor Code in BPCL	Name & Signature of Authorized Signatory
-------------	---------------------	--

Date

Company Seal

ANNEXURE - VI (PAGE 7)

BANK DATA DETAILS
National Electronic Fund Transfer (NEFT) Mandate Form
(Mandate for receiving payments through NEFT from Bharat Petroleum Corporation Ltd)

1	Vendor Name	
2	Vendor Code	
3	Permanent Account Number (PAN)- MUST	
4	Particulars of Bank Account	
5	Name of the Bank	
6	Name of the Branch	
7	Branch Code	
8	Address	
9	City Name	
10	Telephone No	
11	NEFT IFSC Code (Mandatory)	
12	9 digit MICR code appearing on the cheque book	
13	Type of Account (10/11/13)	
14	Account No.	
15	Vendor's e-mail id	
16	Date of effect	

(Please **enclose cancelled original cheque** to enable us to verify the details as mentioned above).

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.

Signature of the Vendor

Bank Certificate

We certify that _____ has Account No _____ with us and we confirm that the details given above are correct as per our records.

Date:

Place:

Authorized Official of Bank

(PLEASE ATTACH SELF CERTIFIED COPY OF CANCELLED CHEQUE)

DOCUMENTS TO BE UPLOADED IN THE E-TENDER PLATFORM

1. Scanned copy of Demand Draft towards EMD should be uploaded as a proof of payment of EMD
2. Scanned Copy of MSME Registration Certificate, if applicable.
3. Self attested copy of valid License issued by Customs Department for Custom Housing Agent and endorsed by Custom authorities at KPT KANDLA

PROFORMA-I

(BIDDERS NEED TO GIVE THEIR RESPONSE / CONFIRMATION AGAINSTS THE FOLLOWING
CHECKLIST ON THE E-TENDER PORTAL)

Write **Y** - For Document enclosed.
Write **N** - For Document not enclosed.

CHECK LIST FOR SUBMISSION OF DOCUMENTS MANUALLY ALONG WITH EMD:

1	DD/PO No. _____ dated _____ drawn on _____ bank payable in of favour of Bharat Petroleum Corporation Limited at Mumbai is enclosed as earnest money (EMD). Self attested document from competent authority as a proof of exemption in case bidders are registered under MSE such as ENII certificate in case of MSE registered parties.	
2	Self attested copy of valid License issued by Customs Department for Custom Housing Agent and endorsed by Custom authorities at KPT KANDLA	
3	Self attested copy of Registration Certificate of the Company	
4	Self attested copy of Service Tax Registration Certificate.	
5	Self attested Copy of MSME Registration Certificate (if applicable)	
6	Authenticated copies of Partnership Deed or Certificate of Incorporation wherever (if applicable)	
7	Income Tax Returns of last three financial years (2013-14,2014-15,2015-16)	
8	Vendor Registration Form Annexure V duly filled and requisite annexure signed and stamped(4 pages)	
9	Organizational Details as per the ANNEXURE-VI - (7 Pages) duly filled and requisite annexure signed and stamped	
10	Profit –Loss statement for the past three financial years (2013-14,2014-15,2015-16)	

TENDER ACCEPTANCE LETTER

(To be given by bidder on Letter Head)

Date:

To,

REGIONAL LPG MANAGER, WEST
BHARAT PETROLEUM CORPORATION LTD
WESTERN REGIONAL OFFICE COMPLEX
8TH FLOOR, PLOT NO.6 SECTOR-2 KHARGHAR
NAVI MUMBAI 410210, MAHARASHTRA STATE

Acceptance of Terms & Conditions of Tender.

Tender Reference No: BPCL/LPG/WR/CHA/02/2016/Kandla

-TENDER FOR CUSTOM HOUSING AGENT TO ATTEND THE BPCL IMPORT BULK LPG CARGOS AT
KPT KANDLA GUJARAT

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(SIGNATURE OF THE BIDDER & RUBBER STAMP)

Full Name : _____

PRICE BID
(For reference only)
(Bidders have to quote the rates on line only)

Quoted price is inclusive of all applicable taxes, duties, levies, statutory fees, service tax etc.
The quotation is valid for six months from the closing date of the tender.

JOB SCHEDULE FOR APPOINTMENT OF CUSTOMS HOUSE CLEARING AGENT(CHA) AT KPT KANDLA

S. No.	Job Description	Qty	Unit	Unit Price	Amount (Rs)
1	Receipt of Documents related to LPG imports at KPT Kandla. Filing the bill of entries with Customs authorities and completing all custom formalities as per the tender scope of job and Tender terms and conditions.	200000	MT		
TOTAL					
Service Tax					
GRAND TOTAL					