Notice Inviting Tender

BHARAT PETROLEUM CORPORATION LIMITED

LPG BOTTLNG PLANT BAITALPUR

NEAR BPCL RETAIL DEPOT, GORAKHPUR- DEORIA ROAD, DEORIA ,
UTTAR PRADESH – 274201 , India

GEM BID
DOCUMENT for

" PROVIDING SERVICES WITH PLACING OF EMERGENCY VEHICLE AND SHIFT VEHICLES WITH SKILLED DRIVERS AT LPG PLANT BAITALPUR "

1. Bharat Petroleum Corporation Limited (BPCL) is a Fortune 500 Maharatna PSU engaged in manufacturing and marketing of diverse range of Petroleum Products.

2. We are pleased to invite the BIDS through GeM Portal for **PROVIDING SERVICES WITH PLACING OF EMERGENCY VEHICLE AND SHIFT VEHICLES WITH SKILLED DRIVERS AT LPG PLANT BAITALPUR**.

3. **STRUCTURE OF THE TENDER:** It is a TWO-PART-BID E-Tender, having Technical Bid and Price Bid. Please visit the website https://gem.gov.in and enroll yourself as a seller for online participating in this tender and submitting bid. The Bid Document consists of the following annexures. Bidders have to carefully study the same for easy participation :

4. Please do not hesitate to consult BPCL Baitalpur Official if you are having any type of confusion over any clauses of tender documents.

CONTACT PERSON:

Name – Samiullah , Plant Manager Baitalpur LPG Plant
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Name – Ravi Kant Gaman, Manager HSSE , Baitalpur LPG Plant
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5. Vendors, on the Black/Holiday List of BPCL / MoP&NG / Oil PSE shall not be considered. BPCL reserves the right to accept or reject any or all the Offers at their sole discretion without assigning any reason whatsoever. BPCL's decision on any matter shall be Final & any vendor shall not enter into correspondence with BPCL unless asked for. BPCL may call for additional documents if required. BPCL would also consider information already available with them regarding Vendor's credential .

ANNEXURE I : BQC (BID QUALIFICATION CRITERIA)

As per **File No. CPOM-10/357/2021-CPO(MKTG) (Computer No. 152838) Dated 21.10.2021, on the subject APPROVAL FOR UNIFORM GUIDELINES FOR ALL BUs AND ENTITIEs FOR PROCUREMENTS THROUGH GEM.**

In view of foregoing, it is proposed to have following **Standard Bid Qualification Criteria** by all SBUs/ Entities for procurement of goods / service through GeM portal for value upto Rs. 5 Crores as per pre-set range available on GeM portal:

5.1 Technical Criteria

a. Proven Track Record:

The Bidder shall have the experience of having successfully completed similar works, in India, during any continuous 12 months period in the last 3 years ending on the last day of the month previous to the one in which tender is invited, the value of which (including taxes) should be as follows:

For non-MSE		
One Similar (*) Work of value not less than (including taxes & duties) – 80% of estimated value	**Or Two Similar (*) Works each of value not less than (including taxes & duties) – 50% of estimated value**	**Or Three Similar (*) Work of value not less than (including taxes & duties) – 40% of estimated value**
₹ 55,27,574.57 /-	₹ 34,54,734.11 /-	₹ 27,63,787.28 /-
For MSE (15% relaxation)		
One Similar (*) Work of value not less than (including taxes & duties) – 68% of estimated value	**Or Two Similar (*) Works each of value not less than (including taxes & duties) – 42.5% of estimated value**	**Or Three Similar (*) Work of value not less than (including taxes & duties) – 34% of estimated value**
₹ 46,98,438.38	₹ 29,36,523.99	₹ 23,49,219.19

Explanatory Note: The above criterion has been calculated based on BQC policy note CPOM-10/357/2021-CPO(MKTG) (Computer No. 152838) dated 21.10.2021 , which suggests value limits as follows: -

One work costing not less than 80% of annualized estimated value (68% for MSE)
Two works each costing not less than 50% of annualized estimated value (42.5% for MSE)
Three works each costing not less than 40% of annualized estimated value (34% for MSE)

Similar works shall be considered as –

- "Providing services for placement of Emergency vehicle in plant and shift vehicles for officers pick and drop facility related to LPG Bottling Plant in IOCL/HPCL/BPCL or any PESO approved LPG Bottling Plant."

- **Documents Required: The following documents should be submitted in support of the Proven**

Track Record requirement as mentioned above (3.a):

1. **Signed Agreement/PO copy/Work order/LOI/Work Completion Certificate** or any other document which shows value of awarded works along with BOQ which shows details of work awarded as per the above definition.

2. **Completion Certificate/Final Bill certified by the client** or any other document which conclusively proves completion and commissioning of the awarded work and completed value. This document shall clearly mention Name of the client, Name of the job, Work Order/ Purchase order / LOA No. and date, awarded value, Completed values, and Date of completion. The work order for similar work(s) shall be in the name of the bidder. Works executed as part of Joint Venture/Consortium will not be considered.

3. In case of combined works, clear calculations showing the bifurcated cost towards the similar work as defined above, duly certified by TPIA should be submitted.

b. Financial Criteria:

(i) **Average Annual Turnover**: The average annual turnover of the Bidder for the last three audited accounting years should be equal to or more than 30% of BQC as per Clause 13.9 pg. 41 of Guidelines for Procurement of Goods & Services September 2024 .

Hence Bidder must have an average annual turnover of more than Rs. . 20,72,840.46 **/-.**

For MSE bidders, Average annual turnover must be more than Rs 20,72,840.46 /- (15% relaxation to be provided but subjected to maintain minimum of threshold of 30 %).

Explanatory Note: The above criterion has been calculated based on the Clause 13.9 of Guidelines for Procurement of Goods & Services September 2024 and BQC policy note dated 26.10.2020 , which suggests value limits as follows.

(ii) Net Worth: The bidders should have positive net worth as per the latest audited financial statement.

Bidder shall furnish last 03 years Annual Report / audited balance sheets including Profit and Loss Accounts along with the Bid to establish Bidder's conformance to Qualification Criteria.

4.Bids may be submitted by:

Any entity (domestic bidder) that has completed 3 financial years of existence as on original due date of tender since date of commencement of business and shall fulfil each BQC eligibility criteria as mentioned above, JV/Consortium bids will not be accepted.

Only 1 bid per bidder will be accepted as per 'One Bid per Bidder' Clause 13.12 page 42 of revised guideline for procurement of goods and contract service, September 2024 . Bidder will be submitting declaration for the same .

5.Declarations by the Bidder:

- I/We am/are not under liquidation, court receivership or similar proceeding.
- Declaration by the bidder for Holiday listing orders. The bidders should not be currently serving any Holiday listing orders issued by BPCL and/or MOP & NG debarring them from carrying on business dealings with the BPCL / MOPNG. Declaration shall be submitted by the bidder to that extent.
- Declaration by the bidder for Compliance of restrictions for countries which share land border with India.
- Declaration by the bidder under PPLC policy.
- Declaration by the bidder under Social Media Guidelines of BPCL.

Note: Bidders to "confirm" the above declaration in GeM-portal. Bidders not confirming the above declaration shall not submit their bids.

ANNEXURE : II : TERMS and CONDITIONS AS PER BPCL TENDER GUIDELINES

1. **Bidder has to submit Work Completion certificate not older than 3 Years to qualify BQC Criteria (Period of April 2023 to March 2026) . This Work Completion certificates must be pertained to Experience in Shift Vehicles management in LPG Plants of Oil Companies like BPCL / HPCL/ Indian Oil only . Other work experience are not acceptable at all .**

2. **Payment Terms :** BPCL will release payments after 30th day of invoice submission **.**

3. The Successful bidder/Successful Bidder shall provide adequate skilled drivers for all vehicles engaged for plant .

4. Tender Duration : **The contract will remain valid for a period of Two Years from the date of agreement or till the exhaust of contract value, whichever is earlier.** Further it can extended

to next 1 year also as per BPCL Guidelines and mutual consent of L1 bidder .

5. **Bidder has to credit monthly salary of engaged DRIVERS at the earliest in 1st week of month (Latest by 5th date) despite of receiving of payment of previous month invoice .**

6. Bidder must have to follow BPCL Guidelines as mentioned in this Tender Document / BPCL PROCUREMENT GUIDELINES as per latest edition / GCC / GPC and other guidelines as applicable .

7. MEDICAL TEST TO BE DONE TWICE A YEAR AND EXPENSES TO BE DONE BY CONTRACTOR DIRECTLY OR INDIRECTLY IN COORDINATION WITH SAFETY OFFICER OF PLANT . **AS APPLICABLE**
8. TRAINING EXPENSES TO BE MADE BY CONTRACTOR FOR ALL STAFF AS AND WHEN REQUIRED IN COORDINATION WITH SAFETY OFFICER OF PLANT . Payment will be done by vendor to HSSC organization as and when informed , once in year . **AS APPLICABLE**

9. Bidder has to upload signed tender document in GEM PORTAL while bidding .

10. Bidder to submit all documents as requested in tender document .

11. Bid declaration form is compulsorily to be submitted by Vendor. Vendor registration Certificate to compulsorily be submitted by vendor. All the documents to be signed, stamped and compulsorily to be submitted by vendor.

12. BPCL reserves the right to cancel the tender in full or part without assigning any reasons thereof.

13. Bid Validity is 120 Days .

14. **Vendor has to Submit Bank Guarantee Document within 15 Days after issuing of LOI .**

15. **Whenever there is duplication of clause either in the terms and conditions or in the Agreement, the clause, which is beneficial to BPCL, will be considered applicable at the time of any dispute.**

16. Bidder can have Site Visit for having proper idea of the tendered job before bidding , at his own cost for seeing the travel distance to LPG Plant from BPCL Housing Gorakhpur .

17. **EARNEST MONEY DEPOSIT (EMD):**

Earnest Money Deposit is applicable for tenders estimated cost of Rs.50 lakhs and above. In case of limited tenders, where tenders are floated to registered vendors, EMD shall not be applicable and the clause in the general condition of the tender (GCC) requiring the contractors to submit EMD along with their quotation must invariably be deleted before floating the tender. If limited tenders are also floated to unregistered contractors to test their capabilities the EMD clause should not be deleted and instead, the sentence be added after the existing clause on EMD. "However, this clause is not applicable to the Contractors registered with Bharat Petroleum Corporation Limited".

In the case of Open Tender, EMD for procurement of Goods, Services and works will be applicable as per the table below. In the case of high value tenders SBU / Entity Head may approve a higher EMD amount depending upon the criticality with proper justification, subject to a maximum of 5% of the estimated tender value. On the award of contract, this shall be converted as security deposit for performance of the contract except where a BG for equivalent amount has been submitted as PBG.

For unsuccessful bidders, EMD may be returned after the completion of BQC evaluation/ Technical evaluation / Price bid evaluation as applicable by the procurement manager.

No interest will be allowed on EMD / Security Deposit.

Applicable EMD			
Estimated Value of Tender	**Goods**	**Services**	**Works**
50 lakh to 100 lakh	Nil	1 lakh	
>100 lakh 500 lakh	2.5 lakh		
>500-1000 lakh	5 lakh		
>1000-1500 lakh	7.5 lakh		
>1500-2500 lakh	10 lakh		
>2500 lakh	20 lakh		

In the case of open tenders, wherever EMD is prescribed, the same shall b equally applicable for all bidders, including registered vendors if any, except in the case of bidders eligible for exemption under MSE Policy / Startup policy. In exceptional cases, e.g. proprietary procurement, procurement from OEM / Licensors or licensor recommended vendor, additive vendors, Government department agencies, PSUs, Educational / research institutions etc, EMD may not be acceptable to the bidder. In these case the EMD exemption may be suitably brought out with justification in the approval note for tender documents before floating tender enquiry. In case tenders floated in GeM, the provisions of GeM will prevail as applicable.

The permissible forms of EMD are:

a) Bank Draft drawn in favor of Bharat Petroleum Corporation Ltd.

Or

Electronic Funds Transfer to BPCL's Bank Account (the desired BPCL Bank Account details to be mentioned in the enquiry document)

b) Bank Guarantee (BG) executed by any Scheduled Bank approved by Reserve Bank of India and advised by Corporate Treasury from time to time. The BG shall remain valid upto the date of bid validity or for a minimum period of six months from the due date of opening the tend whichever is later. Electronic fund transfer to be preferred over DD. If EMD to be received in other than electronic mode / BG, approval of CGM & above of the respective SBU / Entity to be obtained with proper justification.

Procurement department to ensure timely deposit of EMD if received in the form of DD.

Where the Bank Guarantees are accepted it should be ensured that:

a) Bank Guarantees are strictly in accordance with the proforma advised with the tendering document and validated as per internal guidelines.

b) A Bank Guarantee details is to be maintained with necessary information in system.

c) As soon as the contractor commits any breach of the terms and conditions of tender / contract, prompt action should be taken to realize the EMD in the form of BG from the Bank.

d) A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period in applicable cases.

18. PERFORMANCE SECURITY (BANK GUARANTEE/ SECURITY DEPOSIT/ RETENTION MONEY) :

Performance Security is applicable for all contract with value exceeding Rs 10 lakh. **Performance Security deposit is to be collected @ 5% of the contract value for procurement of Goods & Service; and 10% of the contract value for Works contract**. The performance security can be collected as Security Deposit, Performance bank guarantee (PBG) or retention money. PBG as applicable shall be collected within 15 days from the award of the contract or as specified in the tender conditions. **However, where the party opts for performance security in the form of retention money from the running bills, in such case the party shall be required to submit 2.5% of the contract value after setting off EMD submitted, if any, within 15 days from the award of the contract and the remaining performance security shall be collected in the form of retention money**. In case where purchase order / work order are issued pursuant to the outline agreement, the security deposit @ 5% / 10%, as applicable, shall be collected based on the value of the purchase order / Work Order released from time to time. In case of ARC service contracts, performance guarantee shall be collected based on 5% of the estimated annual cashflow.

19. NEGOTIATIONS : CONDITIONS FOR CONDUCTING NEGOTIATIONS

There should normally be no post tender negotiations. If at all negotiations are warranted under exceptional circumstances, then it can be with L1 (Lowest Bidder) only. Further, in case of purchase preference, split tender etc. negotiations may also be conducted with L2, L3 etc. bidders for matching with L1 price as per the tenders conditions. If the tender is for sale of material, post tender negotiations are not to be held except with H1 (Highest Bidder), if required.

The circumstances under which negotiations with L1 can be permitted would include
a) Procurement of proprietary items
b) Procurement from single or limited sources of supply
c) Items where there is suspicion of a cartel formation.
d) When tender involving multi line items decided on over all L1 basis and the L1 quote contains AHR items and total value of such items is more than 10% of the contract value or Rs. 20 lakhs, whichever is less.

The decision whether to negotiate, should be made by the tender evaluation committee (TEC) or the authority authorised to approve negotiation. Approving authority should exercise due diligence while accepting a tender or ordering negotiations or calling for re-tender and a definite timeframe should be indicated so that the time taken for according requisite approvals for the entire process of award of tenders does not exceed one month from the date of submission of recommendations. In cases where the proposal is to be approved at higher levels, a maximum of 15 days should be assigned for clearance at each level. In no case should the overall timeframe exceed the validity period of the tender and it should be ensured that tenders are invariably finalized within their validity period. Counter-offers to L-1, in order to arrive at an acceptable price, shall amount to negotiations.

However, any counter-offer thereafter to L-2, L-3, etc., (at the rates accepted by L-1) in case of splitting of quantities, as pre-disclosed in the tender, shall not be deemed to be a negotiation. Efforts shall be made to negotiate with the other than lowest bidder to match the price quoted by L1 bidder. Limited source of supply inter alia includes cases where there are less than 3 technically qualified bids for which the valid price bids are opened for the respective tender / awardable lot in the same tender as applicable.

Tenders, containing multiple line item rates where successful tenderer is decided on overall L1 basis considering all line items together, individual line items with a difference of more than 25% with the in-house estimated rates are considered as Abnormally High Rates (AHR) / Abnormally Low Rates (ALR) items. In such multiple line contracts, AHR/ALR items are required to be identified at the time of award of work in order to restrict their plus and minus deviation during actual execution, so that deviations are not allowed to the advantage of the contractor. This will also help avoid any change in the standing of the bidders post execution of the contract as also eliminate the possibility of the contractor abandoning the contract after execution and settlement of bills primarily comprising of AHR items.

There could also be situations wherein the bidder who is overall L1 is not actually L1 for some specific line items and does not match the line item wise L1 rates. In such cases variation in executed quantity of these items may affect the L1/L2 standing decided at the time of evaluation. If L1/L2 parity is likely to be affected during execution of the contract, due to the variation in quantities of individual line items in contract based on site conditions, then the final payment could be restricted to ensure that the overall total payment for the executed work does not exceed the overall amount that would have been payable to the then L1 as per the latter's quoted rates. The tender conditions may specify this, or successful bidder may be advised to agree to this during negotiation before award of contract.

The Tender Evaluation Committee may also decide to impose a restriction on quantities of such items, taking into consideration the Bill of Quantities for such items and a sensitivity analysis of comparable offers received to avoid possible change in the standings of the bidders at a later stage.

This may especially be applicable to items like excavation, back filling etc. where accurate estimation of quantities at the time of floating of tenders may not be feasible and there are chances of significant variation.

If price quoted by L1 Vendor is abnormally lower than the estimated price / price quoted by other vendors, written confirmation to be obtained from the Vendor with respect to price quoted and understanding of the scope of the work.

Where negotiations involve revision in prices / rates (downward only), the revised prices shall be obtained in writing, or appropriately recorded with signature of the bidder.
Wherever required, in case of QCBS, the proposal securing the highest combined marks (ranked H-1) shall be invited for negotiations, wherever the price quoted by such bidder is higher than the other bidders.
In the event two or more bids have the same score in final ranking, the bid with highest technical score shall be considered as H-1.
In case of supply constraints / limitations of the ability of a market / one bidder to deliver large quantity under procurement of the Organisation / Plant(s), it may result in more than one source of supply. Before allocating / splitting the quantity, it should be ensured that the proposed rates for award are (least cost) reasonable. If it is not reasonable, negotiation with the L1 party(ies) may be carried out.

20. PURCHASE PREFERENCES :

A . RESERVATION OF SPECIIFIC ITEMS FOR PROCUREMENT FROM MICRO AND SMALL ENTERPRISES (MSE)

BPCL shall continue to procure items reserved for procurement from MSE, which have been reserved for exclusive purchase from them. The latest list may be seen from the website of the MSME Ministry.
Public Procurement Policy for Micro and Small Enterprises (MSEs)
The guidelines on MSE Public Procurement Policy issued by Government of India from time to time shall be applicable. The salient points of current Public Procurement Policy for MSE are as below: -
a) Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy.
b) However, exemption from paying Performance Bank Guarantee is not covered under the policy.
c) MSEs to be given relaxation to the extent of 15% in prior turnover (subject to maintaining a minimum threshold of 30%) and prior experience criteria during the tender evaluation process, subject to meeting of quality, safety and technical specifications.
d) The relaxation is applicable only for goods produced and services rendered by MSE and not for works contract. Traders/ distributors/ sole agent/ Works Contract are excluded from the purview of the policy.
e) Chapter V of the MSMED Act, 2006 also has provision for ensuring timely payments to the MSE suppliers. The period agreed upon for payment must not exceed forty-five days after the supplies.
f) In respect of divisible tender, in case the bid price of Micro and Small Enterprises (MSE) is within 15% of the L1 (non MSE) price, an opportunity shall be provided to such MSE bidder to match the L1 price. Subject to MSE bidder matching L1 price, 25% of the tender quantity shall be awarded to such MSE bidder. In case more than one MSE bidder are within 15% of the L1 (non MSE) the 25% quantity shall be distributed equally among all such MSE bidders subject to matching of L1 price. In case proportionate distribution will lead to uneconomical quantity, tender condition should mention the basis of allocation e.g. minimum quantity threshold in the order of the lowest price among the MSE bidder within 15% price band matching the L1 price.
g) Within this 25% quantity, a purchase preference of 4% reserved for MSEs owned by Scheduled Caste (SC)/ Scheduled Tribe (ST) entrepreneurs and 3% is reserved for MSEs owned by women entrepreneur (if they participate in the tender process and match the L1 price).However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, 4% sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs and 3% earmarked to women entrepreneur will be met from

other MSEs. MSEs would be treated as owned by SC/ ST entrepreneurs:
i) In case of proprietary MSE, proprietor(s) shall be SC /ST;
ii) In case of partnership MSE, the SC/ ST partners shall be holding at least 51% shares in the unit;
iii) In case of Private Limited Companies, at least 51% share shall be held by SC/ ST promoters.
h) In case the tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% and matches L1 price, may be awarded for full/ complete supply of total tendered value to the MSE bidder, considering the spirit of the Policy for enhancing Govt.
Procurement from MSEs.
i) Whether the tender is divisible or non-divisible should be clearly mentioned in the tender document / NIT.

B. PREFERENCE TO MAKE IN INDIA

To encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India, issued Public Procurement (Preference to Make in India), Order 2017 (Annexure III - refer page no.102). Policy as applicable from time to time to be considered while floating the tender. The Order is applicable on the procurement of Goods, Works and Services.
Definitions:
a) "Class-I local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meet the minimum local content as prescribed for 'Class-I local supplier' under the Public Procurement (Preference to Make in India), Order 2017;
b) "Class-II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under the Public Procurement (Preference to Make in India), Order 2017;
c) "Non-Local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under the Public Procurement (Preference to Make in India), Order 2017;
d) "Local Content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
e) 'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
f) 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference. It has been fixed as 20%.
g) 'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works
h) 'Works' means all works including 'turnkey works'.
i) Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement
i) In procurement of all goods, services or works in respect of which the Nodal Ministry/ Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value.
ii) Only 'Class-I local supplier' and 'Class-II local supplier', shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, with estimated value of purchases

less than Rs. 200 Crore, Global tender enquiry (GTE) shall not be issued except with the approval of competent authority as designated by Department of Expenditure (DoE). The Guidelines issued by DoE from time to time in this respect to be followed (Annexure IIIA - refer page no.117 for revised consolidated instructions on GTE).
For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts. For mandatory sourcing of item in case of SI / EPC / Turnkey contract / Service Tender, refer clause 3.1 of Annexure I

C. Purchase Preference

a) Purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.
b) In the procurements of goods or works and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
i) If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
ii) If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference (20%), and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly.
In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
c) In the procurements of goods, services or works, which are not divisible in nature the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
i) If L1 is 'Class-I local supplier', the contract will be awarded to L1.
ii) If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference (20%), and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
iii) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

"Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.
d) Applicability in tenders where contract is to be awarded to multiple bidders. In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
i) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers who would be awarded the contract, should be all and only 'Class I Local suppliers'.
ii) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of the Order.

iii) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

iv) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

v) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier'

e) **Exemption of small purchases:** Notwithstanding anything, procurements where the estimated value to be procured is less than Rs. 1 Crore shall be exempt from the Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

f) **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/ 'Class-II local supplier' respectively.

g) **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

h) **Verification of local content:**

i) The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also have to give details of the location(s) at which the local value addition is made.

ii) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. In case supplier does not meet the local content requirement, a penalty up to 10% may be imposed (refer Clause 9c of Annexure III).

iii) Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

iv) False declaration will be in breach of tender terms and conditions for which a bidder or its successor can be debarred up to 2 years. The debarred supplier shall not be eligible for preference under this order for procurement for the duration of the debarment (w.r.t debarment, policy for holiday listing of vendors will be followed).

i) **Specifications in Tenders-** Procuring entities shall endeavor to see that eligibility conditions, including on matters like turnover, production capability and financial strength to facilitate maximum participation of 'Class-I local supplier'/ 'Class-II local supplier who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.

21. PRICE REDUCTION/LIQUIDATED DAMAGES FOR LATE DELIVERY / DELAYED COMPLETION / BONUS CLAUSE IN TENDER :

All Bidders shall indicate time schedule for completion of jobs, drawn after taking into account availability of the work force, drawings, materials and facilities to be supplied by the Corporation, reasonable mobilization period necessary for the Vendor / Contractor etc. Undue delays in completion should be properly analyzed. Lapses, on the part of the contractor contributing for the delayed completion shall be considered in assessing the Vendor's / Contractor's performances while updating the list of Approved Vendors / Contractors. Where the time is the essence of the Tender / Contract, Liquidated Damages Clause for Late Delivery / Delayed Completion shall be incorporated suitably and enforced in the event of delayed completion entirely attributable due to lapses on the part of the Contractor. Liquidated Damages for Late Delivery / Delayed Completion, in the form of a price reduction to be specified, shall be subject to a maximum of 5% of the Order / Contract value (In exceptional circumstances based on criticality, higher late delivery charges subject to a maximum of 15% can be levied with approval of SBU / Entity Head before floating the tender). Suitable provision shall also be made to ensure that the contract is terminated or suitable alternative arrangements are made at the cost of contractor in case of delay not acceptable to BPCL.
In cases where the concluded contract value is different from the original contract value due to change orders/variation in executed quantities/extension of time etc., the concluded contract value should be considered for recovery of Liquidated Damages for late delivery/delayed completion. A special condition to be included in the tender for recovery of LD on original contract value in case a contract is offloaded. In dealing with concluded contract value where new additional items has been executed which is not envisaged in the original scope is awarded, due cognizance of time extension granted should be taken.
Generally, no Bonus clause shall be included in the Tenders. However, if it is considered necessary, suitable bonus clause may be included in the tender with the approval of Head SBU / Entity with proper justification. In the event of introduction of such a clause, no idle time payment for labor or equipment should be allowed to the contractor for completion within the stipulated period.

22. REPEAT ORDERS :

Where the same material has been purchased or work contracted before, repeat order may be placed, provided the following conditions are satisfied and so recorded:
a) The original order against which repeat order is being considered was placed not later than twelve months prior to the date of placement of repeat order.
b) The total value of all repeat orders put together should not exceed the original order value without escalation.
c) Similarly all repeat order/s quantity put together should not exceed the original ordered quantity.

d) There has been no reduction in the rates of similar materials / jobs since the original order was placed.
e) The original order was placed as a result of a regular tender enquiry and awarded on lowest quote basis. In other words, repeat orders cannot be placed in respect of contracts originally awarded on single tender basis or on single offer basis.
f) In case of split tender the repeat order can be placed on the original L1 party. Further, Repeat orders can also be placed on other than L1 parties provided they had matched L1 price in the original tender.
g) In such case the aggregate value of all repeat orders put together shall not exceed the original contract value of the L1 party (including other than L1 who had matched the L1 prices in the original tender). Further the award of repeat order shall be in proportion of the allocation to the L1 parties in the original tender (including other than L1 who had matched the L1 prices in the original tender).
h) No order should be repeated in case of single tender (other than OEM Spares & OEM Services).
i) It is implied that Repeat Orders will be placed only on the party on whom the original order was placed.
j) All repeat orders which result in exceeding the threshold (original value plus repeat order value) should comply with Make in India provision. Repeat Order Placement shall be approved by the Committee / Authority, which is competent to approve placement of order considering the original order value and all the repeat orders till date taken together.

23. INTEGRITY PACT :

All the Tenders beyond applicable thresh hold of estimated value (Rs. 1 Cr) should have the integrity pact document attached and all Bidders shall have to sign the Integrity Pact with the Procuring Entity. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightway.

All tendering/procurement groups are requested to ensure that:

a) Complete details of contact person from procurement department i.e. name, designation, address, email ID, land line number and mobile number are mentioned in the NIT document.
b) The contact details of Procurement officer/ Manager are printed before the contact details of the IEMs so that there is clear visibility to the vendors seeking tender related clarifications.
c) Contact details of an additional alternate member from Procurement department are also provided in the tender document.
d) In exceptional cases like purchase of equipment/ services from OEM, where bidder is unwilling to sign the IP document, approval of concerned SBU / Entity Head to be obtained. The same need to be reported to CFD on quarterly basis by respective SBU / Entity.

24. TENDER PARTICIPATION BY MSE's :

Bidders falling under Micro & Small Enterprises (MSEs) category as defined under the MSME DAct 2006 should be exempted from paying Earnest Money Deposit (EMD) and Tender Fee, if any subject to the units registered in Udyam Registration portal as MSE and on submission of valid Udyam registration certificate.
For verification of the MSE certificate obtained by MSEs on the Udyam Registration Portal, the bid shall accompany certificate issued by Chartered Account confirming that the MSE certificate complies with the provisions of MSMED act -2006 and notification / circulars issued from time to

time. Any change in MSE policy as applicable from time to time to be considered while floating the tender.

25. SPECIAL CONDITIONS OF CONTRACT :

Special Terms and Conditions of Tender is specific to the procurement type for technical evaluation which having price implication viz., Evaluation based on product yield/loading criteria, payment terms, CAMC Period, minimum CAMC Charges, minimum service charges (Manpower tenders) etc. Special terms and conditions of the contract whether or not overriding the clauses of GCC/GPC, wherever required shall be included with the approval of SBU / Entity Head with proper justification. However, proposal for changes to any specific clauses i.e. limitation of liability/ Termination for convenience etc. shall be put up to the appropriate committee authorized by CFD from time to time.

- **Manpower Tenders :** Manpower Tenders refer to tenders for providing manpower wherein the rates are sought as Rs / man days or Rs / manhours or Rs / man months etc. for providing specified manpower by the bidder. In respect of manpower tenders suitable clause shall be incorporated to specify that the quoted rates shall not be less than the minimum wage fixed/notified by the State / Central Government as applicable where the service is performed and shall include all statutory obligations. In such tenders, minimum and maximum floor price (i.e. service charge) should be specified in the tender as per prevalent Department of Expenditure (DoE) Guideline which currently is **3.85% to 7%,** with the approval of the authority authorized to approve floating of the tender as per DRA with proper justification. It should be specified in the tender document that bids below such minimum wage and floor price (i.e. service charge) shall be rejected. The service provider shall be liable for all kinds of dues payable in respect of all personnel provided under the contract and the Procuring Entity shall not be liable for any dues for availing the services of the personnel.

26. ONE BID PER BIDDER :

A Bidder shall submit only one bid in a particular bidding process (unless otherwise allowed in the bid Special Conditions of Contract). In case of a holding company having more than one independent manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions shall apply to closely related sister companies. Bidder's sister/ Associated/ Allied concern(s) participating or applying against the same tender, shall lead to disqualification of Bidders. Sister / Associated / Allied concern means a company, society, partnership firm or proprietorship firm having one or more common persons as Director / Partner/ Member/ Owner. A Bidder who submits more than one bid will cause all the proposals submitted in the particular bid to be disqualified. In relation to the above, a person will include firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies / any other legal entity, as the case may be and will be deemed to have submitted multiple bids in a particular bid if a person bids in any of the two formats given below:
a) individual or proprietorship format and/or
b) a partnership or association of persons format and/or
c) a company format
Whereby,
a) A company shall for this purpose include any artificial person whether constituted under the Indian laws or of any other country.
b) A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.

c) A person shall be deemed to have bid in a company format if the person holds:
i) More than 10% of the voting share capital of the company which has submitted a bid,
or
ii) Is a director and / or Key Managerial Personnel of the company which has submitted a bid,
or
iii) Holds more than 10% of voting share capital in and/or is a director and / or Key Managerial Personnel of a holding company of that company which has submitted the bid.

While making a bid pursuant to the Tender Documents, the bidder / tenderer shall submit a declaration that the bidder / tenderer has not made any other bid or multiple bids as understood or deemed in terms of this clause. All the bids of a bidder who has submitted multiple bids, as per the clause, shall be rejected and Bid Security / EMD for all such bids shall be forfeited. In addition to the above, bidders found to be in contravention to the said clause will be liable for Holiday Listing. Wherever considered necessary reference should be drawn from the applicable Act / Circular and Guidelines issued by the Statutory Bodies.

27. RISK PURCHASE :

If the contract is terminated in whole or in part, recourse may be taken to any one or more of the following actions:
a) Forfeiture of the performance security
b) Upon such terms and in such manner as it deems appropriate, taking over the site and to complete the works / services with another contractor (risk Purchase) and use the contractor's materials, equipment, temporary works as they think proper.
c) The differential between value of the fresh contract awarded and original contract value should be recovered from the defaulting vendor.
d) Upon such terms and in such manner as it deems appropriate, goods similar to those undelivered may be procured and the supplier shall be liable for all available actions against him in terms of the contract (risk purchase)
e) However, the contractor shall continue to fulfil the contract to the extent not terminated.
Before cancelling the contract and taking further action, it may be desirable to obtain legal advice.

28. RETENTION MONEY :

From each bill, an amount equal to 10% or any revised rate as advised by Corporate Finance from time to time of the basic bill amount after considering the amount of SD / Performance Security collected shall be retained towards retention money. This amount shall be refunded to the Contractor after completion of a period of not less than six months from the date of completion of work, based on the recommendations of the User Department. This shall be applicable to all Contracts above a value of Rs.10 Lakh.
Retention money shall not be kept in cases where full Performance Bank Guarantee (PBG) has been submitted by the contractor, before claiming the first payment. In case PBG is submitted later, the retention money retained till then shall be returned.

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

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

28. **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.

29. **LIENS: As per Clause no 44 ,Pg no 19 GCC Guidelines 10.11.2025 :**

If, at any time, there should be evidence or any lien or claim for which the Owner might have become liable and which is chargeable to the contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the owner against such lien or claim and if such lien or claim be valid the Owner may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the Contractor. If any lien or claim remain unsettled after all payments are made, the contractor shall refund or pay to the Owner all moneys that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.

Contractor will not disclose details of the work to any person or persons except those engaged in its performance, and only to the extent required for the particular portion of the work being done.

Contractor will not give any items concerning details of the work to the press or a news disseminating agency without prior written approval from Engineer-in-Charge. Contractor shall not take any pictures on site without written approval of Engineer-in-Charge .

29. TAXES AND DUTIES: Section VII , Clause no 86 of GCC Guidelines

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

30. **INSURANCE (PG No 31 of GCC Guidelines) :** Contractor shall at his own expenses carry and maintain insurance with reputable insurance companies to the satisfaction of the Owner as follows:

A. 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 Actin 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.

B. 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.

C. Any other Insurance Required Under Law or Regulations or by Owner:

Owner shall cover Project Material and Equipments under and over all Marine-cum-Erection Insurance Policy. Contractor shall carry and maintain any and all other insurance which be required under any law or regulation from time to time. He shall also carry and main any other insurance which may be required by the Owner.

D. Automobile Liability Insurance: 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.

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 sub-contractors.

Contractor shall take out an Automobile Liability Insurance to cover all risks to Owner for each of his vehicles plying on works of this contract and these insurance shall be valid for the total contract period. 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, should such damage or toss result from unauthorised use of the vehicle.

31. DAMAGE TO PROPERTY:

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.

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 sub-contractors.

32. CONTRACTOR TO INDEMNIFY THE OWNER:

i) The contractor shall indemnity the owner and every member, officer and employee of the Owner, also the Engineer-in-Charge and his staff against all actions, proceedings, claims, demands, costs, and expenses whatsoever arising out of or in connection with the matters referred to in clause 86 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 clime 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.

ANNEXURE III : PENALTY CLAUSES _ Annexure attached

PENALTY

Vendor shall be required to strictly adhere to the audit compliance procedures stipulated by the Corporation from time to time. Successful Bidder should employ DRIVER required for PLANT VEHICLES such that they should have at least minimum specified skills/qualifications AND TO BE ACCOUNTED IN SKILLED CATEGORY .

NON-COMPLIANCE OF REQUIREMENTS

The Successful Bidder shall adhere to all provisions of Operation & HSSE requirements. In case of non-compliance or failure in implementation of any of the provisions, BPC may impose stop of work without any cost & time implication to owner. Additionally, Successful Bidder is liable for imposition of damages for various non-compliances as enlisted below. BPCL shall be entitled to deduct and recover the said Penalty from any /all dues payable to Successful Bidder and also claim the balance, if any from SD/PBG.

S. No.	Event	Penalty (Rs.)
1	Non-deployment of competent DRIVER (SKILLED) AND DESIRED VEHICLES by Successful Bidder	1,000/- per day

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ANNEXURE IV : Statutory Compliances

LABOUR LAWS AND OTHER REGULATIONS

COMPLIANCE WITH STATUTORY REQUIREMENTS:

The Successful Bidder shall conform to the provisions of all local laws / by laws and regulations relating to the work and pay all fees payable to such authorities for execution of the work involved. BPC shall not be responsible for such liabilities and claims.

The Successful Bidder shall comply with the provisions of all labour legislation including the requirements of:

- Payment of Wages Act
- Factories Act 1948
- Workmen Compensation Act
- Contract Labour (Regulation & Abolition Act, 1970 & Central Rules, 1971) Act.
- Shops & Establishment Act PF & ESI Acts
- Prevention of Child Labour Act, (No child labour shall be employed by the Successful Bidder)
- Indian Contract Act.
- Maternity Benefit Act etc.

Compliance with all the requirements of above Acts/ Regulations/related rules shall be responsibility of the Successful Bidder.

The Successful Bidder shall obtain necessary license from the Licensing Authority under the Contract Labour (Regulation & Abolition) Act, 1970 and the Central Rules framed there under and produce the same to BPCL before start of work.

The Successful Bidder shall not undertake or execute or permit any other agency or sub-contractor to undertake or execute any work on the Successful Bidder's behalf through contract labour except under and in accordance with the licence issued in that behalf by the Licensing Officer or other authority prescribed under the Factories Act or the contract labour (Regulation & Abolition) Act-1970 or their applicable law, rules or regulations, if applicable.

The provision of EPF & MP Act, 1952 and the Rules/Schemes there under shall be applicable to the Successful Bidder and the employees engaged by him for the work. The Successful Bidder shall furnish the code number allotted by the RPFC Authority, to the BPC before commencing the work.

The Successful Bidder shall be exclusively responsible for any delay in commencing the work on account of delay in obtaining a license or in obtaining the code number and the same shall not constitute a ground for extension of time for any purpose.

The Successful Bidder shall enforce the provisions of ESI/EPF Act and Scheme framed there under with regard to all his employees involved in the performance of the Contract and shall deduct employee's contribution from the wages of each of the employees and shall deposit the same together with employer's contribution of such total wages payable to the employees in the appropriate account. Successful Bidder is required to submit documents/challan towards proof of remittance towards ESI,EPF for the workers engaged for this work along with every RA bill, failing which owner will deduct 20% of the amount of the Successful Bidder's bill and retained deposit will be refunded to the Successful Bidder only on production of documents/challan.

Requirement of Factory Rules are to be met by the Successful Bidder and shall be included within his quoted price.

In addition to the clauses mentioned, in an event of non-payment/short payment of statutory dues (like minimum wages, PF/ESI contribution, etc.) and /or any penalty payable on account of non-adherence to statutory regulations, within the stipulated period as stated in the relevant laws/rules, the owner reserves the right to recover/withhold the said amount including penalty, if any which may arise on account of such non-payment /short payment. Notwithstanding the above, the bidder shall be responsible for any future litigation /action that may arise on account of such non-payment/short payment.

The Successful Bidder shall ensure that work procedures and actions fully conform to all the relevant statutes, acts, laws and bye –laws applicable. The Successful Bidder shall also ensure strict adherence to National/International standards/conventions/ requirements as well as the current editions of the codes and standards as applicable to SUCCESSFUL BIDDER of the Plant.

BPCL will take Approvals for all necessary statutory licenses applicable to Plant & Machinery. Successful Bidder will take the license for weights and measurement stamping and renew the same on yearly basis.

INDIAN FACTORIES ACT 1948:

The Successful Bidder shall follow the provisions of Indian Factories Act and all rules made there under from time to time as applicable and shall indemnify the employer against all claims of compensations under the provisions of the act in respect of workmen employed by the Successful Bidder in carrying out the work against all costs, expenses and penalties that may be incurred by the employer in connection therewith.

LABOUR LAWS:

Successful Bidder shall submit the Labour License obtained from the Office of the commissioner of Labour, or appropriate authority acceptable to the BPC as required for executing the work.

The Successful Bidder shall maintain the wage Records, work commencement /completion certificate etc. and obtain necessary clearance from BPC for bill clearance.

No labour below the age of eighteen years shall be employed on the work.

The Successful Bidder 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 sub-contractors 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.

The Successful Bidder shall observe all the formalities required under the provisions of the contract labour (Regulation and abolition) Act 1970 and the rules made thereunder and as may be amended from time to time. He shall pay the required deposit under the Act Appropriate to the number of workmen to be employed by him or through sub-contractor and get himself registered under the Act. He shall produce the certificate of registration granted by the Govt. authority under the Act to the company before commencement of work. The company recognises only the Successful Bidder and not his sub-contractors under the provisions of the Act. The Successful Bidder 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 Successful Bidder to be refunded only after the Company is satisfied that all the workmen employed by the Successful Bidder 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.

The Successful Bidder 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. Successful Bidder shall obtain their own provident fund account number. Offer of the Successful Bidder who does not have provident fund account will be liable for rejection.

The Successful Bidder will comply with the provisions of the Payment of Gratuity Act 1972 as may be applicable and as amended from time to time.

CHILD LABOUR PROHIBITION:

The Successful Bidder shall strictly comply with provisions of various enactment on child labour including "Child Labour (Prohibition & Regulation) Act, 1986 and shall not engage any labour below the age of 18 years for any kind of work in the BPC premises. BPC reserves the right to terminate the contract for violation of the provisions of the above enactment. BPC reserves the right to reject the persons found not suitable for the job.

In the event of non- compliance with the statute or the provisions thereof, referred to above, it shall be open to BPC to withhold such amount as in its opinion is due and payable by the Successful Bidder in respect of its employees from and out of dues, payable by BPC to the Successful Bidder and such due shall be held by BPC with it until proof is submitted by the Successful Bidder to BPC indicating compliance with such statutes within reasonable time, failing which BPC shall deposit such amounts with the authorities concerned on behalf of the Successful Bidder and inform the Successful Bidder of such deposit or deposits".

IMPLEMENTATION OF APPRENTICES ACT 1961:

The Successful Bidder shall comply with provisions of the Apprentices Act 1961 and the Rules/orders issued thereunder from time to time. If he fails to do so, his failure will be breach of the contract and the BPC Official may, at his discretion, cancel the contract. The

Successful Bidder shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the act.

SUCCESSFUL BIDDER TO INDEMNIFY THE OWNER:

The Successful Bidder is also required to indemnify the owner, against any suit or loss or claim or penalties or damages whatsoever resulting out of non- compliance on the part of the Successful Bidder with the provisions of aforesaid act and the schemes framed thereunder or non-compliance of any of the terms and conditions of this tender.

The Successful Bidder shall indemnify and hold harmless BPC and their representatives free from any and all liabilities arising out of non-fulfilment of HSSE requirements

Successful Bidder shall conduct the business in such a manner, so as to give a clear indication to the third parties that the property and in such goods belonged to BPC. Bidder shall render to BPC proper accounts for all such property and the strict proof thereof. Successful Bidder shall not sell, transfer, alienate, mortgage, charge, hypothecate, pledge or otherwise create any encumbrances on all or any of the said property in such goods, i.e. product and packing material

The Successful Bidder shall not subject, the property and such goods belonged to BPC, to any attachment, lien, distrait or subject to transfer, possession of custody by any officer or Court Receiver of any revenue Authority in any proceedings to which the Successful Bidder might become a party or which might otherwise be initiated against the Successful Bidder by any third party. Notwithstanding anything contained in this tender, any violation of this clause by committing any act of omission whether voluntary/involuntary on Successful Bidder part shall be a ground and sufficient cause for BPC to terminate forthwith, the work order placed on the Successful Bidder.

SUCCESSFUL BIDDER'S PERSONNEL AND PROPERTY:

The Successful Bidder shall be liable for and shall indemnify the owner, the participants and owner's personnel from and against all claims in respect of any death or injury or Successful Bidder's personnel and any damage to Successful Bidder's property in each case caused by or arising out of the performance of this contract and whether or not arising in respect of a serious event. The assumption of liability and the indemnity contained in this clause extends to any claims made against the owner pursuant to any provision of any agreement, whenever effective, under which owner assumes liability in respect of and/or indemnifies and/or otherwise compensates any other person or body in respect of the death or injury of Successful Bidder's personnel and any damage to Successful Bidder's property arising in respect of a serious event.

All Successful Bidder's personnel which may include permanent, temporary or casual, servants, agents and / or representatives, contractual or otherwise, either Successful Bidder's and /or their sub-contractors, affiliates/subsidiaries/co-ventures shall be covered under Successful Bidder's workers compensation and employers liability insurance of statutory benefits and any damages or compensation payable in respect of accidents of injury as set forth and required by applicable law in the area of operations or such other jurisdiction under which Successful Bidder may become obligated to pay benefits. Employers' liability insurance, including appropriate maritime coverage covering all Successful Bidders' personnel shall be provided to meet the requirement of this clause or as required by applicable statute, whichever is greater. Workmen's compensation and / or employers' liability insurance covers or coverage of comparable nature, to the full extent required by all statute/laws applicable in any jurisdiction of operations hereunder in the course of contract shall be effected by the Successful Bidder for the appropriate limits and for the entire period of the contract.

Personnel Injury And Property Damages:

Successful Bidder shall indemnify and hold harmless the indemnified all claims resulting from personal injury to any personnel, employees, sub-contractors or agents of Successful Bidder or damage to any property of Successful Bidder or any employees or agent or sub-contractor arising out of the performance of the services, whether or not the personnel injury or damage to property is caused by or contributed to by the negligence or other legal fault of the indemnified.

Successful Bidder shall further indemnify and hold harmless the indemnified against all claims resulting from personal injury to any person (s) or damage to any property to the extent that the personal injury or damage is contributed to by negligence or other legal fault of the Successful Bidder.

Third party and third party property:

Third party liability insurance shall be provided for liability arising from all operations of Successful Bidder including accidental / similar liabilities. The policy shall include coverage for premises and operations & maintenance. It is expressly the term third party shall mean and include any person other than that employed by Successful Bidder himself and shall not extend to any person in employment of owner or sub-contractor / associates / affiliates / subsidiaries/ co-ventures and or other similar agencies.

Successful Bidder shall be liable for and shall indemnify Owner and owner's personnel from and against all claims in respect of any death or injury of a third party and any damage to third party property in respect of each and any single incident caused by or arising out of the performance of this contract by Successful Bidder or its sub-contractors.

Apart from complying with the various expressed conditions it is necessary for the Successful Bidder to take reasonable precautions.

For safety of the property insured by BPC.

In selection of labour

To prevent injury, loss or damage

To allow the insurer's access to examine the insured's premises plant and equipment

To minimize loss in the event of an accident

HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS:

In respect of all labour directly employed in the works for performance of the Successful Bidder's par this agreement, the Successful Bidder 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.

SAFETY REGULATIONS:

In respect of all labour, directly or indirectly employed in the work for the performance of Successful Bidder's part of this agreement, the Successful Bidder 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.

The Successful Bidder 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 Successful Bidder shall be held responsible for the consequences thereof and shall keep the company harmless and indemnified.

ARBITRATION:

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

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

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

The Seat of arbitration shall be in INDIA

The proceedings shall be conducted in English language

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

JURISDICTION:

The Successful Bidder shall be governed by the Laws in force in INDIA.

1. Governed as per the Minimum Wages Act, 1948 & **CONTRACT LABOUR (REGULATION & ABOLISHMENT) ACT / 1970 & FACTORIES ACT, 1948 /**

2. PAYMENT OF BONUS : ELIGIBILITY FOR BONUS:

✓ **Max 26 or 27 present days per month** during accounting year.

✓ **Wages** (Basic + DA or Minimum Wages) **must be less than or equal to Rs.21,000/-** per month.

- **CALCULATION** OF BONUS:

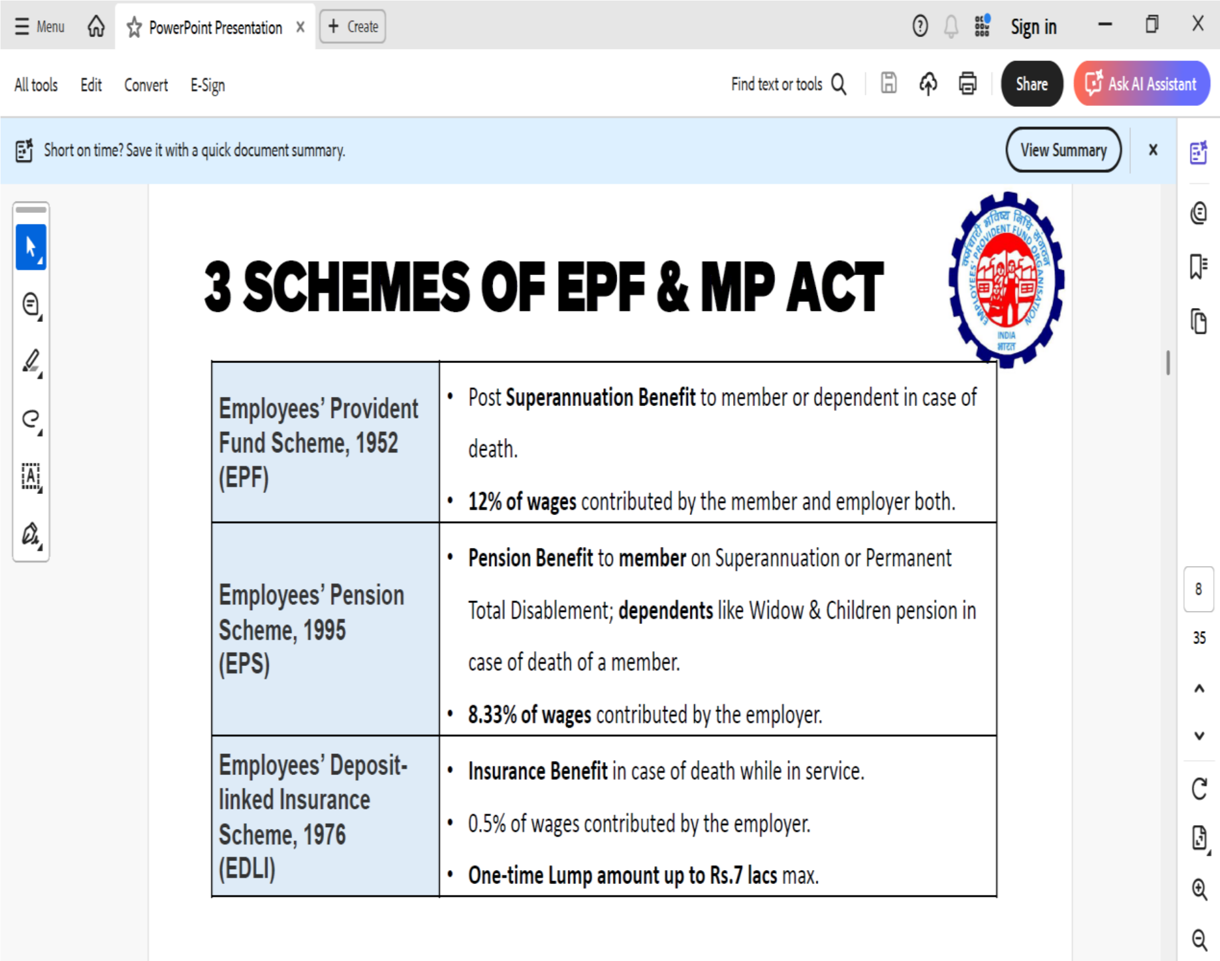
✓ Minimum of Bonus will be calculated at **8.33%** of Minimum Wages.

- **PAYMENT** DURATION:

✓ Bonus can be paid Annually, Quarterly or Monthly/ Bi-monthly by the Contractor.

✓ If Bonus is paid Monthly/ Bi-monthly, then ESIC will also be paid on Bonus.

2. 3 SCHEMES of EPF & MP Act :

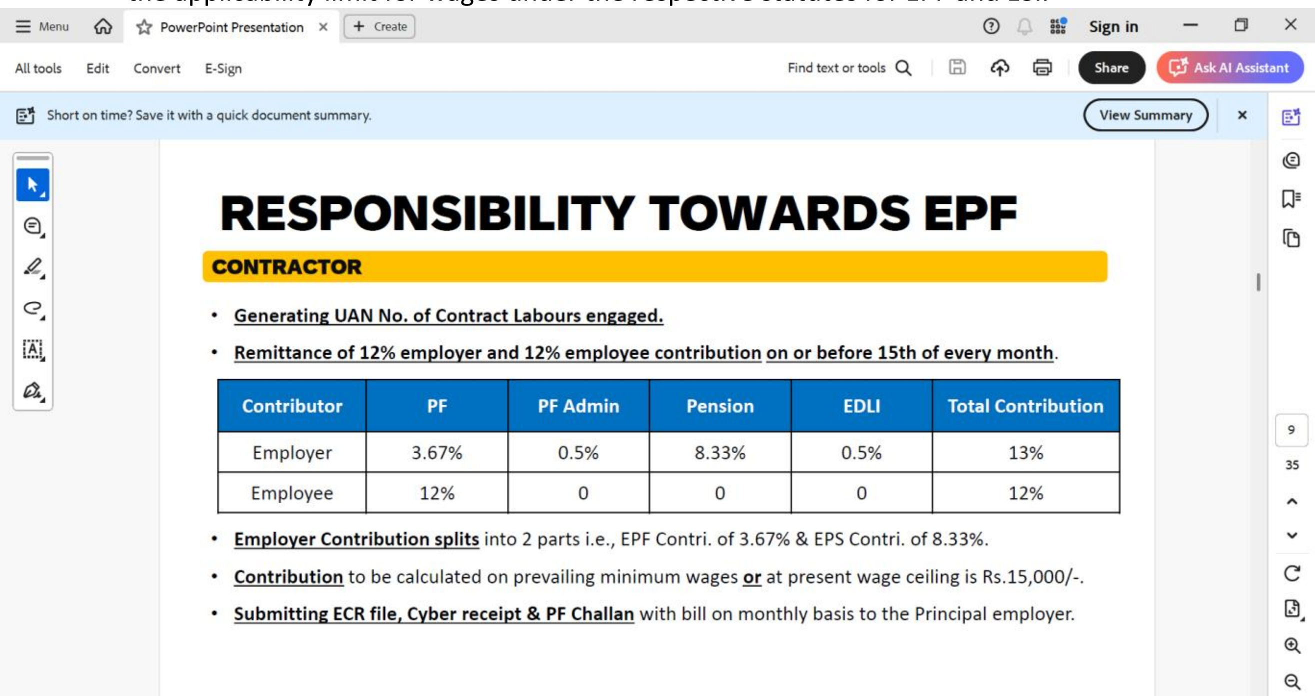


3 SCHEMES OF EPF & MP ACT

Employees' Provident Fund Scheme, 1952 (EPF)	• Post **Superannuation Benefit** to member or dependent in case of death. • **12% of wages** contributed by the member and employer both.
Employees' Pension Scheme, 1995 (EPS)	• **Pension Benefit** to **member** on Superannuation or Permanent Total Disablement; **dependents** like Widow & Children pension in case of death of a member. • **8.33% of wages** contributed by the employer.
Employees' Deposit-linked Insurance Scheme, 1976 (EDLI)	• **Insurance Benefit** in case of death while in service. • 0.5% of wages contributed by the employer. • **One-time Lump amount up to Rs.7 lacs** max.

3.

2. Successful bidder also consented and undertake to pay contributions in respect of EPF and ESI as per the revised rates of wages. irrespective of the number of the contract Labor deployed by them or the total wages working out to be over & above the applicability limit for wages under the respective statutes for EPF and ESI.



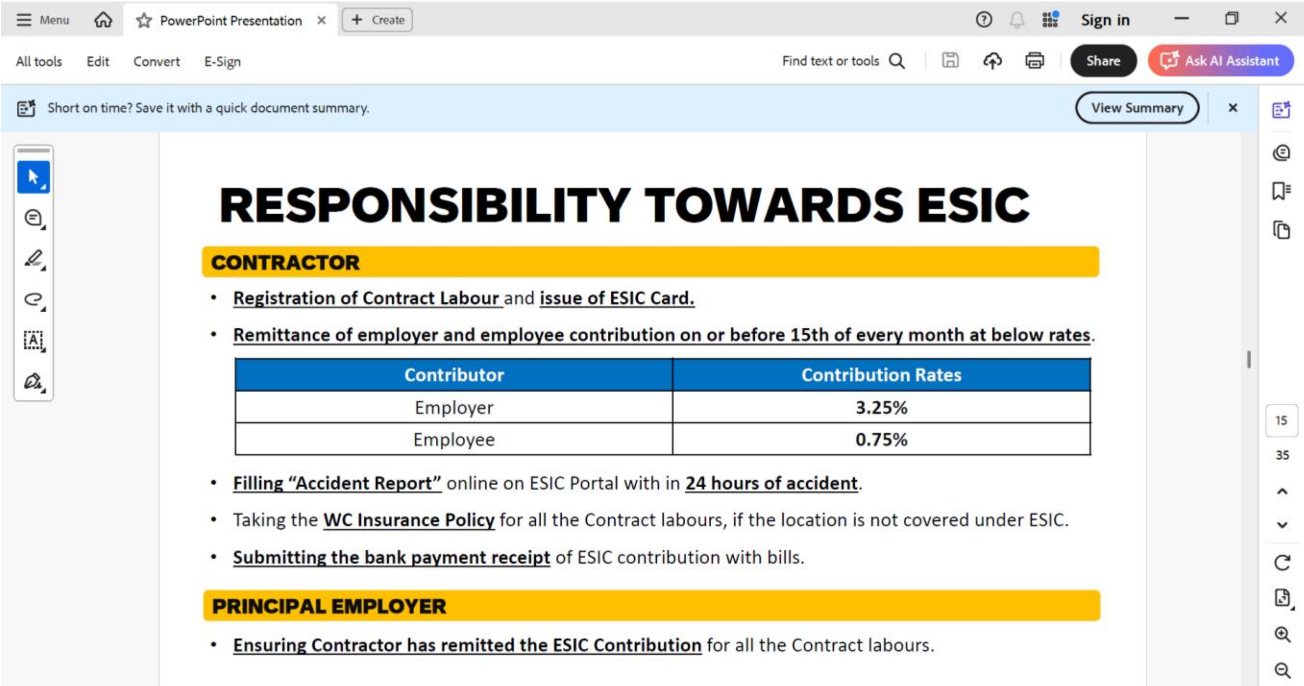
RESPONSIBILITY TOWARDS EPF

CONTRACTOR

- **Generating UAN No. of Contract Labours engaged.**
- **Remittance of 12% employer and 12% employee contribution on or before 15th of every month.**

Contributor	PF	PF Admin	Pension	EDLI	Total Contribution
Employer	3.67%	0.5%	8.33%	0.5%	13%
Employee	12%	0	0	0	12%

- **Employer Contribution splits** into 2 parts i.e., EPF Contri. of 3.67% & EPS Contri. of 8.33%.
- **Contribution** to be calculated on prevailing minimum wages **or** at present wage ceiling is Rs.15,000/-.
- **Submitting ECR file, Cyber receipt & PF Challan** with bill on monthly basis to the Principal employer.



RESPONSIBILITY TOWARDS ESIC

CONTRACTOR

- Registration of Contract Labour and issue of ESIC Card.
- Remittance of employer and employee contribution on or before 15th of every month at below rates.

Contributor	Contribution Rates
Employer	3.25%
Employee	0.75%

- Filling "Accident Report" online on ESIC Portal with in 24 hours of accident.
- Taking the WC Insurance Policy for all the Contract labours, if the location is not covered under ESIC.
- Submitting the bank payment receipt of ESIC contribution with bills.

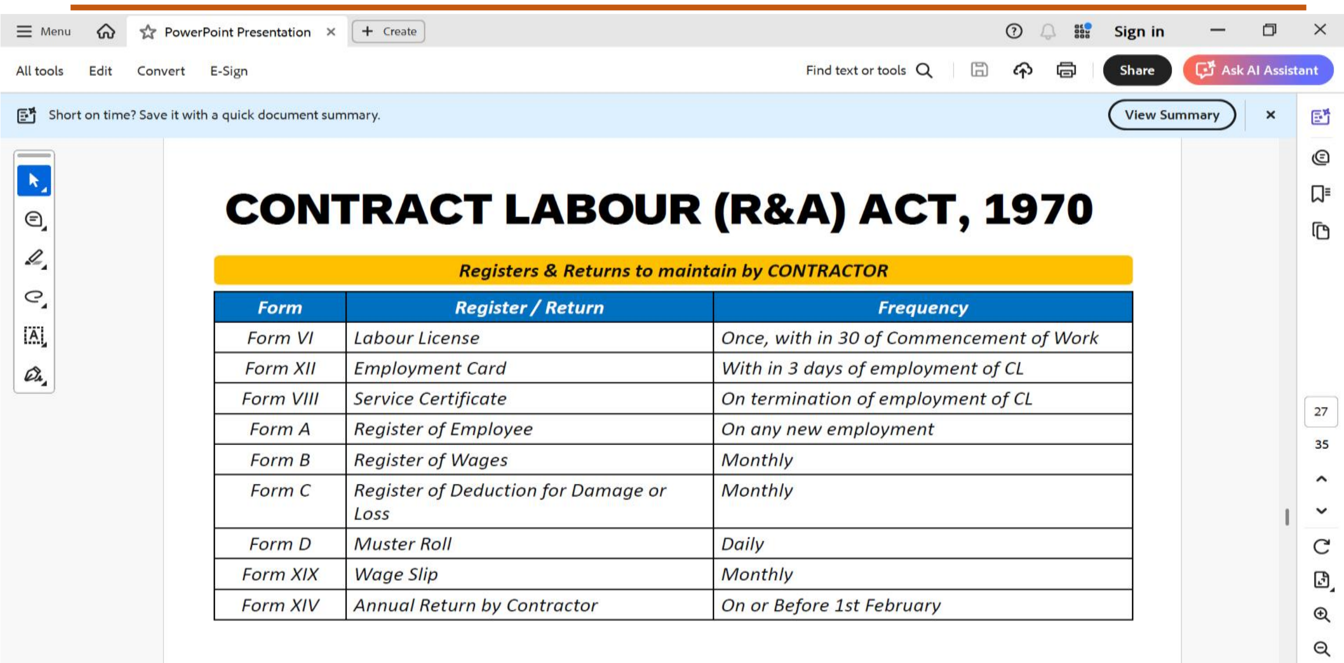
PRINCIPAL EMPLOYER

- Ensuring Contractor has remitted the ESIC Contribution for all the Contract labours.

3. **Vendor has to ensure each labor should take their weekly off after 6 working days.** Vendor has to give paid leaves at a rate equal to his average daily rates on 3 national holidays i.e. 26th January, 15th August and 2nd October and 4 additional festival holidays (Holi, Diwali, Christmas & Guru Nanak Dev Jayanti or as per the workers request) in a whole year under the tenure of his contract as per mentioned under section 3 of THE UTTAR PRADESH INDUSTRIAL ESTABLISHMENT (NATIONAL AND FESTIVAL HOLIDAYS AND CASUAL AND SICK LEAVE) ACT, 1965. **The payment of these holidays will not be given in the terms of mandays in monthly bill. So the vendor has to consider these factors like OT and holiday payment in the average daily rate per manpower.**

If BPCL has asked the vendor to supply manpower on any of the above mentioned holidays, then he can either pay twice his average daily wage for that day or his daily average wage for that day and a substituted holiday with his daily average wage on any other day within ninety days on which he so works. Workers may be required to work on weekly holiday; in this case, he/she is entitled to the substitute holiday three days before or after the usual weekly holiday. Even in the case of holiday substitution, workers must be given a weekly holiday in every 10 days. Contractor has to ensure that each labor gets a weekly off mandatorily as per labour law**.**

4. **Furthermore , Overtime at a double his hourly rate will be given to the worker, if he works for more than 8 hours in a day or for more than 48 hours in a week. Contractor has also to ensure that leave with wages and bonus are to be paid at the end of every month. MAXIMUM Over Time Hours permissible per quarter is 50 Hrs only .**



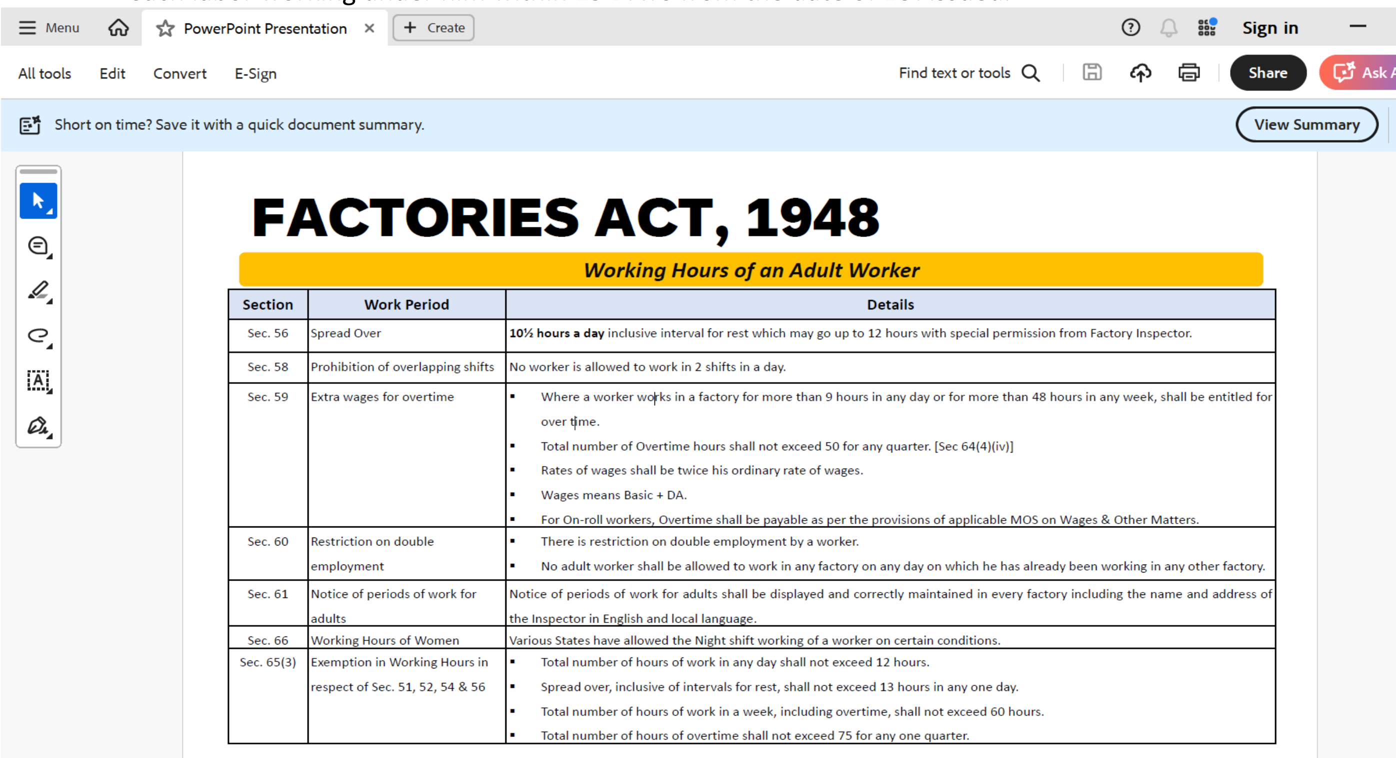
CONTRACT LABOUR (R&A) ACT, 1970

Registers & Returns to maintain by CONTRACTOR

Form	Register / Return	Frequency
Form VI	Labour License	Once, with in 30 of Commencement of Work
Form XII	Employment Card	With in 3 days of employment of CL
Form VIII	Service Certificate	On termination of employment of CL
Form A	Register of Employee	On any new employment
Form B	Register of Wages	Monthly
Form C	Register of Deduction for Damage or Loss	Monthly
Form D	Muster Roll	Daily
Form XIX	Wage Slip	Monthly
Form XIV	Annual Return by Contractor	On or Before 1st February

5.

6. It is the responsibility of vendor to ensure the activation of UAN & ESI number of each labor working under him within 15 DAYS from the date of LOI issued.



FACTORIES ACT, 1948

Working Hours of an Adult Worker

Section	Work Period	Details
Sec. 56	Spread Over	**10½ hours a day** inclusive interval for rest which may go up to 12 hours with special permission from Factory Inspector.
Sec. 58	Prohibition of overlapping shifts	No worker is allowed to work in 2 shifts in a day.
Sec. 59	Extra wages for overtime	▪ Where a worker works in a factory for more than 9 hours in any day or for more than 48 hours in any week, shall be entitled for over time. ▪ Total number of Overtime hours shall not exceed 50 for any quarter. [Sec 64(4)(iv)] ▪ Rates of wages shall be twice his ordinary rate of wages. ▪ Wages means Basic + DA. ▪ For On-roll workers, Overtime shall be payable as per the provisions of applicable MOS on Wages & Other Matters.
Sec. 60	Restriction on double employment	▪ There is restriction on double employment by a worker. ▪ No adult worker shall be allowed to work in any factory on any day on which he has already been working in any other factory.
Sec. 61	Notice of periods of work for adults	Notice of periods of work for adults shall be displayed and correctly maintained in every factory including the name and address of the Inspector in English and local language.
Sec. 66	Working Hours of Women	Various States have allowed the Night shift working of a worker on certain conditions.
Sec. 65(3)	Exemption in Working Hours in respect of Sec. 51, 52, 54 & 56	▪ Total number of hours of work in any day shall not exceed 12 hours. ▪ Spread over, inclusive of intervals for rest, shall not exceed 13 hours in any one day. ▪ Total number of hours of work in a week, including overtime, shall not exceed 60 hours. ▪ Total number of hours of overtime shall not exceed 75 for any one quarter.

7. VENDOR HAS TO MAINTAIN EMPLOYMENT CARD FOR ALL WORKERS .

8. TRAINING PERIOD OF 7 DAYS WILL BE CONSIDERED FOR ANY NEW WORKER COMING TO PLANT . **ON 8TH DAY , HE WILL BE PERMITTED ONLY WITH ALL DOCUMENTS LIKE ID CARD / POLICE VERIFICATION / MEDICAL /SAFETY SHOES/ UNIFORM / HELMETS / SECURITY FORM SIGNED BY PLANT MANAGER OR SAFETY OFFICER .**

9. **Salary for a month should be credited to the employed workmen before the 5th of the succeeding month despite the payment of previous month invoice received or not .**

10. Vendor payment via invoicing will be cleared after 30th day of submission of invoice will all supporting or annexures .

11. Rates for all items will not change with the revision of minimum wages. These rates shall remain firm for the entire period of the contract. Vendor to take into account escalation factors while quoting rates. Payment to the labor to be made by stipulated date & time i.e 17:30 hrs of 7th day of every month without waiting for the payment from the Corporation. However if bank is not open on 7th, then the payment of the workers can be done by 8th of that month. This needs to be strictly complied as delay beyond this date can affect bread and butter of poor labour and in the past it has led to strikes in the plant, thus Penalty will be levied as mentioned in penalty sheet .

12. Contractor has to pay revised minimum wages and consents to pay the contract labour deployed by them for rendering the services as per the by value over & above the applicable central monthly minimum wages rates.

13. Salary sheet must be containing below considered cost components .

Sr. No.	Cost Head
1	**Minimum Wage (Basic + VDA) for labour wef 01.04.2026**
	Wages for 26 Days working
2	**Leave with wages (15 days leave with wages) @ 4.81 % on Minimum Wage (Basic + VDA)**
3	**BONUS= 8.33% of minimum wage (Not eligible if basic + DA cross over Rs 21000)**
4	**PF @12% of Minimum Wage on ceiling of Rs 15000 per month**
5	**ESI @ 3.25% of Minimum Wages**
6	**Administrative Charges @0.5% Minimum wages on ceiling of Rs 15000 per month**
7	**EDLI @ 0.5% of Minimum Wages on ceiling of Rs 15000 per month**
8	**Cost per man-day**
9	**Total Cost per Day including Service Charge ( )**

Note : GEM BID Quoted by Bidder must be Inclusion of Bidder Profit + Uniform + Medical Checkup + Training Charges + Supervision charges + Applicable taxes)

14. **Contractor to enroll drivers under Bharat Arogya Yojna or any other welfare scheme promoted by BPCL from time to time failing in which penalty of Rs 20000 shall be levied. This clause can be considered complied when 100% enrollment has been done**.

15. The vendor has to submit Copy of Labour License(As Applicable) , vendor registration certificate, Service Tax Registration & EPF Registration along with Technical Bid. All the above documents need to be attached in the e-procurement website while filling the tender quotations.

16. After award of contract the Contractor has to get the Labor License specific to job & location within a period of one month. If the same is not provided within one month then the contract will be terminated immediately. BPCL has the sole discretion

in this matter. IF APPLICABLE .

17. The contractor has to provide police verification of all the drivers within 15 days of starting of the contract.

18. Payment and necessary PF/ESI Deduction shall be done as per actual number of days a worker has worked in a month. For example, In a month of 31 days, if a worker has worked for 27 days, he shall be paid for 27 days and necessary PF/ESI deduction and vendor component shall be added as per 27 number of days. Same is applicable for every month.

19. The contractor has to cover all employees completely in line with the provisions of following acts and /or any other enactments / gazettes or notification covering any installation of BPCL (In this case Bathinda LPG Plant) and also will have to produce the same for verification of the officials of the labor department and the plant as & when carried for

I. Employees State Insurance Act 1948 or Workmen Comprehensive act 1928 whichever is applicable.
II. EPF act 1952
III. Minimum wages act 1948
IV. Contract Labour (Regulation & abolition act)
V. Factories act and **any other statutory act.**

20. In case ESI is not applicable, contractor shall take group accident insurance (Workmen's Compensation) policy for labour engaged by him.

21. **Any notice received from Statutory bodies (Labour / ESI / PF / Police) etc shall be handled by Contractor himself at his own cost . Penalities / Legal fees shall be borne by Contractor** .

22. **LEGAL REGISTERS** A/ B / C/ D to filled on regular basis and to be submitted with monthly bills .

24 . Statutory Violations will be punished as per penalty charges mentioned in penalty sheet .

23. **LEAVE WITH WAGES** : Under the Indian Factories Act of 1948, workers are entitled to annual leave with wages. Specifically, workers who have completed 240 days or more of work in a factory during a calendar year are eligible for leave in the subsequent year. Adult workers accrue one day of leave for every 20 days worked, while children (under the age of 15) accrue one day for every 15 days worked. This leave is exclusive of holidays and does not include days of lay-off or maternity leave for female workers.

24. No driver below the age of eighteen years shall be employed on the work.

25. 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.

26. The contractor shall observe all the formalities required under the provisions of the contract labour (Regulation and abolition) Act 1970 and the rules made thereunder 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 him self registered under the Act. He shall produce the certificate of registration granted by the Govt. authority under the Act to the company before commencement of work. The company recognises only the contractor and not his sub-contractors under the provisions of the Act. The contractor will have to submit daily a list of his employees who will be entering the Company's premises for the work awarded. He will also keep his wage

register available at all times as close to the work site as possible and produce the same for inspection whenever required by designated Company officials. If the company so desires, a deposit may be taken from the Contractor to be refunded only after the Company is satisfied that all the workmen employed by the contractor have been fully paid for the period of work in Company's premises at least at rates equal to or better than wages provided for under the Minimum Wages Act.

27. 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.

28. 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.

30 . **IMPLEMENTATION OF APPRENTICES ACT 1961**: The Contractor shall comply with provisions of the Apprentices Act 1961 and the Rules/orders issued thereunder from time to time. If he fails to do so, his failure will be breach of the contract and the Engineer-in-Charge may, at his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the act.

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

A

32. HEALTH RECORD : Under the Uttar Pradesh Factory Rules, 1950, workers, particularly those in hazardous processes, must undergo mandatory medical examinations by a certifying surgeon. Employees must be certified fit within 15 days of employment and re-examined every 6 months months, with specialized tests (X-rays, lung function) required for high-risk roles.

Key Medical Requirements:

- **Initial & Periodic Exams:** No worker can work in specific processes for over 15 days without a certificate of fitness. Re-examination must occur at least once every 12 calendar months.
- **Health Register (Form 27):** A record of all examinations is maintained in a health register (Form 27) in the factory manager's custody.
- **Certifying Surgeon:** Examinations are conducted by a certifying surgeon, who may issue a fitness certificate (Form 26) or suspend a worker from a process if they are unfit.
- **Hazardous Process Tests:** Workers in dangerous operations may undergo urine tests for Chromium, Nickel, or Cadmium, as well as pulmonary function tests and chest X-rays at least once every 3 years.
- **Facility Requirements:** Factories must provide a dedicated, clean, and equipped room for the certifying surgeon to conduct examinations.

- **Inspection:** Medical records and certificates must be readily available for inspection.

33. Vendor should provide Salary sheet to all their drivers on Monthly basis , else action will be taken by Plant on Contractor , if fails to do so .

Bharat Petroleum Corporation Limited

BAITALPUR LPG plant

SPECIAL TERMS & CONDITIONS AND SCOPE OF THE JOB

This Tender is for hiring Emergency Vehicle as per OISD requirement and Shift Pickup vehicles at LPG Plant Baitalpur .

VEHICLE 1 : EMERGENCY VEHICLE (Preferred INNOVA GX PLUS 7 seater and above : Not Older than 2026 Modal) as per OISD 227 Clause No 6.4 MEDICAL EVACUATION: Appropriate facility (As per location of the installation) should be available to transport a patient in supine (lying down) position on a stretcher .

Some KMS have been fixed for monthly running as mentioned below .

VEHICLE 2 : General Shift Vehicle : Preferred Swift Dzire , Honda AMAZE , Toyota ETIOS . Modal not older than 2026 .

VEHICLE 3 : Shift 1 Vehicle : Preferred Hyundai AURA , TATA TIGOR . Modal not older than 2026 .

VEHICLE 4 : Shift 2 Vehicle : Preferred Hyundai AURA , TATA TIGOR . Modal not older than 2026 .

Commercial Registration Number plates is required for all inducted vehicles.

Please read carefully the General terms and conditions of tender, special terms and conditions and scope of the job before submission of e-Tender.

1) The tenderer is advised to visit the Baitalpur LPG Plant to assess the Work requirements and scope of the jobs before quoting to get an idea about the work.

2) This is basically a rate contract, BPCL does not guarantee any minimum quantity.

3) This tender will be applicable for a period of two year from the date of issue of LOI however repeat order for one more year can be given upon mutual consent of both the parties.

4) The rates quoted shall be firm for the period of contract and thereon will not be any changes in the rates under any circumstances. Tax is applicable as per prevailing rate and will be paid as applicable on date by BPCL

5) Earnest Money Deposit (EMD) is not applicable for registered vendors of BPCL OR MSME Vendors. Tenderer must upload valid vendor registration certificate with financial limit as required for the job, otherwise bids will be rejected. It is mandatory to upload scanned copy of proof of Exemptions like Registration Letter with BPCL, MSME, and NSIC valid certificate applicable for this job. EMD Amount is @ 5% of the total estimated value or Rs. One lakh (Rs. 100000/-, whichever is lower

6) The successful tenderer, before commencement of work, shall have to submit Security Deposit in the form of DD or Bank Guarantee @ 5% of the total amount quoted . Please note Security Deposit payable is 5% of the contract value for this tender and not 10% as mentioned in GCC point No. 6 (b). The security deposit will be retained till six months after contract is over. No interest will be payable on security deposit. If security deposit is submitted in the form of PBG then it should have validity of atleast 2 year 6 months from the date of start of contract.

7) The vehicle should be of following category.

- Vehicle must be available with Air Conditioner and Heater
- There should not be any abnormal sound from the air- conditioning system.
- Vehicle should have fine leatherette seats.
- Rear Seat Headrest with adjustable feature
- Rear AC Vents.
- Six Air bags
- Good quality foot mats and seat covers as applicable

8) **For EMERGENCY VEHICLE (INNOVA) :** The rate quoted item wise shall remain SAME throughout the contract period.

Plant has fixed 2200 KMS per month , It means 2200 X 24 Months : 52800 KMS for 2 Years .

Additional 10000 KMS assumed for 2 Years , This 10,000 KMS will be billed on Per KM basis .

These additional KMS will be invoiced on Monthly basis if quantity of 2200 KM got exceeded in any month .

For Eg : Month JAN running is 1900 KM , Then Invoice will be of some fixed charges on basis of fixed 2200 KMS per month .

If Month Feb running is 2300 KM . Then 2200 KMs will be paid on fixed charges as quoted and rest 100 KM will be paid on amount quoted for Per KM Basis .

GENERAL Conditions for all vehicles :

- **VEHICLE 1 / 2/ 3 will be paid on per KMS basis .**
- **THERE is no commitment of minimum running KMS from plant side in case of any four vehicles .**
- Additional working hours beyond 12 hours (08:00 am to 08:00 pm) per day and Night halt charges beyond 11:59pm similarly will be paid as applicable.
- IF THERE IS NIGHT HALT THEN NO SEPARATE CHARGES WILL BE PAID FOR EXTENDED HOURS FROM 08:00 PM TO 11:59 PM. ONLY NIGHT HALT CHARGES WILL BE GIVEN IN THAT CASE. EXTRA KMS TO BE GIVEN ONLY WHEN TOTAL RUNNING per month KMS EXCEEDED .
- BPCL SHALL NOT PAY any charges like /Toll Tax/Parking charges etc. It is to be noted that any legal liability arising out of any challan or any accident shall be solely on the contractor.

9) Induction and removal of driver shall not be done without consent of BPCL official. BPCL officials should be considered as final in case of any dispute.

10) The vehicle shall report to the designated place at the specified time informed to the driver/ contractor . Time is the essence of the contract. The vehicle is required to be stationed at Baitalpur LPG plant as per the requirement. The stationed and operation point may change during the contract period. In that case, the changed point of station and operation shall be taken as the starting point for calculation of total running. The driver of the each vehicle shall maintain a log book for its use which shall be signed by authorized person of BPCL on daily basis. The driver of the vehicle shall be responsible for getting the log book signed after each use and copy of the same is to be submitted with bill.

11) The driver should report 15 minutes prior to reporting time as advised by BPCL at pick up point. In case vehicle fails to report as per time as advised by BPCL a penalty of Rs. 200 per 10 minutes or part thereof shall be levied and the same will be deducted from the monthly bill. The contractor should adhere to the time schedule provided by BPCL from time to time based on the requirement. In case of delay/ non-availability, the Corporation shall reserve the right to hire another vehicle from the market and debit the cost so incurred from your monthly payment.

12) The vehicle may be used for outstation official jobs for which no schedule date/time is assigned and vehicle(s) needs to be placed as per the need.

13) **The contractor shall be required to make alternate vehicle arrangement on account of break-down/periodic maintenance, servicing of vehicle. In the event of his failure for such arrangement Company will have the right to take corrective action at the risk & cost of the contractor.**

14) The contractor will bear Road Taxes/en-route levies and other statuary imposition for the vehicle on hire. He shall also undertake to indemnify the corporation against any consequences arising out of his own/his representative's fault, negligence, violation and/or non-adherence to any Municipal/State/Central act relating to hiring of a commercial vehicle for carriage of passengers. All papers including comprehensive insurance of the vehicle must be kept up to date by the successful bidder.

15) GST/Service Tax (currently @5% on RCM Basis) shall be payable on actual as per the norms of the Government and party shall have to provide the proof of GST/service tax deposited to Govt. for the amount claimed from BPCL in its subsequent bill. Failing to submit such document will lead stoppage of payment till it is complied.

16) All applicable Taxes and Comprehensive Insurance Policy (including insurance for passengers) for all the vehicle shall be arranged by the contractor and have to be maintained at all times during the contract period. Copy of the same shall be produced to BPCL for record.

17) The Contractor shall pay the wages on a monthly basis to the Driver(s) with in SKILLED CATEGORY as per Minimum Wages Acts, Contractor shall ensure timely deposit of PF/ESI etc, to the concerned authorities and maintain all statutory registers/ forms such as Muster Roll, Wages register, leave register, PF/ESI returns as applicable, etc., or any other Registers, which may come along in future owing to Govt. Policy Revision (FORM A / B / C / D) . The corporation will not be held responsible for any dispute on statutory norms not complied by the vendor. These registers shall be submitted on demand to BPCL officials or concerned Govt. Authorities, as and when required.

18) The vehicle to be offered for service shall bear the valid taxi registration for the state of UTTAR PRADESH . Taxi should have a Road permit, Taxi Permit for nearby states and the vehicles should be owned by the participating firm or the proprietor / partners of the firm. Charges towards all kind of tolls, state entry taxes etc are to be borne by the vendor only.

19) If the performance of the successful tender is found to be unsatisfactory, the companies reserves the right to cancel in part or the whole of the contract and get the work executed through alternative means at the entire risk and cost of successful Tenderer at any point of time during the contract period, BPCL reserves the right to terminate the contract by giving one-month notice without giving any reason for such action to the contractor.

20) The driver should always be in neat & tidy uniform as specified by the admin officer while on duty. Party has to provide the valid identity card to the driver. Wearing of shoes shall be mandatory for the driver for safety reasons. If any day driver is on duty without uniform & 1-card, shoes, a penalty of Rs. 100/- per day shall be levied and the same will be deducted from the monthly bills .

21) In case driver is changed for what so ever reason, proper permission should be obtained from BPCL. At the time of engaging driver, following documents should be attached along with request:

a. Address proof of Driver.

b. Copy of valid Driving License (taxi) &

c. Copy of police verification report.

22) **There must not be any restriction from the successful bidder on usages of vehicle on Sunday/holidays and should be made available as per the requirement.**

23) The contract shall remain valid initially for a period of 24 months from the date of agreement and on mutual agreement against satisfactory execution of the job by the successful bidder the same can be extended for another period of 12 months if BPCL require to do so under same rate, terms and condition of the tender/contract.

24) **All vehicles to be stationed in plant premises when not in use .**

25) SHIFT A : 0600 to 1400 Hrs

SHIFT B : 1400 to 2200 Hrs

General Shift : 0900 to 1730 Hrs

Vehicle and driver must be available for minimum 12 hrs (Shift timings plus Transit time plus Reporting Time) and it may also be required to use the service of the vehicle beyond stipulated hours and in other timings also as per requirement of location and directions of officer incharge .

26) These vehicles could be utilised for any BPCL OFFICERS / GUEST PICK and DROP .

27) Placement of SHIFT VEHICLES at GORAKHPUR LPG Territory on KM Basis charges (102 *26*24= 63648 KMS for 1 Vehicle) . For total 3 Shift Vehicles , KMS are 190944 KM FOR 2 YEARS .

28) Opening and closing reading must be taken from point of original pickup an drop point .

29) **NO extra payment will be entertained on account of Escalation in price of DIESEL / PETROL/ CNG or TOLL Taxes or Minimum Wages of Manpower or any other relevant charges** . Bidder has to put his BID Amount assuming all factors for atleast next 2 years or 3 years .

30) All vehicles should carry first Aid box , mandatory spares like tool kit , fuses , spark plugs , Fan belts , Fire extinguisher , torch , Umbrella , towel etc .

31) Drivers engaged must be conversant with all RTO rules , city routes- roads , well mannered , well dressed . Knowledge about all mandatories documents to be carried while driving .

32) During deployment of the vehicles to BPCL , if any harm , injury or loss due to accidents etc is caused either to the vehicle or to the third party or driver of the vehicle , BPCL will not be responsible in any way . Any liability and expenditure arising out of any such accidents or event will be sole responsibility of the contractor .

33) Contractor has to take mandatory insurance covers of vehicles and drivers and passengers also .

34) Successful contractor has to provide Services on immediate basis with backup vehicles ,once LOI got placed . Contractor can take 1 month time for arranging or buying NEW vehicles as per tender guidelines after issuance of LOI with valid documents .

35) BG to be submitted to plant with in 15 days after placing of LOI and Agreement copy to be signed on immediate basis , once LOI got issued .

36) Drivers should be adhered to Motor Vehicles rules in all aspects . Any penalties or fines will be borne by Contractor only .

35) Drivers salary must be comprising of below factors. **SKILLED CATEGORY – CLASS C (BAITALPUR – DEORIA)**

Sr. No.	Cost Head
1	**Minimum Wage (Basic + VDA) for labour wef 01.04.2026**
	Wages for 26 Days working
2	**Leave with wages (15 days leave with wages) @ 4.81 % on Minimum Wage (Basic + VDA)**

3	**BONUS= 8.33% of minimum wage (Not eligible if basic + DA cross over Rs 21000)**
4	**PF @12% of Minimum Wage on ceiling of Rs 15000 per month**
5	**ESI @ 3.25% of Minimum Wages**
6	**Administrative Charges @0.5% Minimum wages on ceiling of Rs 15000 per month**
7	**EDLI @ 0.5% of Minimum Wages on ceiling of Rs 15000 per month**
8	**Cost per man-day**
9	**Total Cost per Day including Service Charge (%)**

Note : Service Charge % Quoted by Bidder must be Inclusion of Bidder Profit + Uniform +PPE + Medical Checkup + Training Charges + Supervision charges + Extra applicable charges or fees)

BID QUALIFICATION CRITERIA (BQC)

Bid qualification criteria will be as per **File No. CPOM-10/357/2021-CPO(MKTG) (Computer No. 152838) Dated 21.10.2021, on the subject APPROVAL FOR UNIFORM GUIDELINES FOR ALL BUs AND ENTITIEs FOR PROCUREMENTS THROUGH GEM. (Enclosed as Annexure 3) .**

In view of foregoing, it is proposed to have following **Standard Bid Qualification Criteria** by all SBUs/ Entities for procurement of goods / service through GeM portal for value upto Rs. 5 Crores as per pre-set range available on GeM portal:

5.1 Technical Criteria

5.1.1 For Goods

PAST PERFORMANCE : The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company.

5.1.2 For Services:

PAST EXPERIENCE : The Bidder must have successfully executed / completed at least

a. 3 similar work orders costing not less than equal to 40 % of estimated Value /- **each .**

or

b. 2 similar work orders costing not less than equal to 50 % of estimated Value /- each .

or

c. 1 similar work order costing not less than equal to 80 % of estimated Value /- .

for similar service(s) **in last three years** to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

5.2 Financial Criteria

5.2.1 Average Annual Turnover:

The minimum average annual financial turnover of the bidder during the **last three years**, ending on 31st March of the previous financial year, should be 30% i.e 20,72,840.46 /- . Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3- year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

5.2.2 Net Worth:

Net Worth of the Bidder / OEM should be positive as per the last audited financial statement.

Relaxation to MSE vendors will be given as per Vide Note MA.TEC.POL.CON.3A dated 30 July 2018 . Ref document attached as Annexure 4 .

For non-MSE		
One Similar (*) Work of value not less than (including taxes & duties) – 80% of estimated value	**Or Two Similar (*) Works each of value not less than (including taxes & duties) – 50% of estimated value**	**Or Three Similar (*) Work of value not less than (including taxes & duties) – 40% of estimated value**
₹ 55,27,574.57 /-	₹ 34,54,734.11 /-	₹ 27,63,787.28 /-
For MSE (15% relaxation)		

One Similar (*) Work of value not less than (including taxes & duties) – 68% of estimated value	Or Two Similar (*) Works each of value not less than (including taxes & duties) – 42.5% of estimated value	Or Three Similar (*) Work of value not less than (including taxes & duties) – 34% of estimated value
₹ 46,98,438.38	₹ 29,36,523.99	₹ 23,49,219.19

Similar works shall be considered as –

"Providing services for placement of Emergency vehicle in plant and shift vehicles for officers pick and drop facility related to LPG Bottling Plant in IOCL/HPCL/BPCL or any PESO approved LPG Bottling Plant."

PRICE BID FORMAT

PRICE BID					
		UNIT Rate (INR)	**Quantity**	**UOM**	**Amount (INR)**
1	Placement of Diesel-driven EMERGENCY VEHICLE at GORAKHPUR LPG Territory with **fixed monthly running of 2200 Kms AND** Sales-Related activities AS PER REQUIREMENT . **White SUV (Innvoa Crysta Model-GX PLUS 7S or higher model equivalent - not older than 2026).**		24.00	Months	
2	**EMERGENCY VEHICLE : Charges for additional Running KM in 2 years duration (10000 KM) , applicable . Beyond 2200 KM per month .**		10000.00	KM	
3	**EMERGENCY VEHICLE :**Additional Working Hours : Charges for running the vehicle beyond normal working of 12 hours per day (08:00 AM to 08:00 PM).		1000	Hours	

4	Placement of SHIFT VEHICLES at GORAKHPUR LPG Territory on KM Basis charges (102 *26*24= 63648 KMS for 1 Vehicle) . For total 3 Shift Vehicles , KMS are 190944 KM FOR 2 YEARS		190944.00	KMS	
5	**SHIFT VEHICLE :**Additional Working Hours : Charges for running the vehicle beyond normal working of 12 hours per day (08:00 AM to 08:00 PM).		3000.00	Hours	
6	**Night Halt Charges (as per market rate)**		400	Nights	
	Tax Payable on RCM Basis				
	TOTAL AMOUNT				

In words: INR

Right Track
(A Communiqué on Statutory Compliance from HRS, North)
Vol. XVIII – April 2026

Minimum Wages Payable to Contract Labour

As you are aware, under the Minimum Wages Act 1948, the Appropriate Govt. for all our establishments is the Central Government. Accordingly, the Minimum Wages notified by the Office of Chief Labour Commissioner (Central), Min. of Labour & Employment shall be applicable to all our establishments. However, in case the Minimum Wages notified by a particular State Government are higher than those notified by the Central Government for a particular period, the higher wages shall be payable to contract labour engaged in our establishments in that State.

The Minimum Wages including basic rates and Variable Dearness Allowance as notified by the Government Order vide notification dated **30.03.2026** for different categories of contract labour, payable w.e.f. **01.04.2026** are given below:

Category	Class of City					
	"A"		"B"		"C"	
	Daily	Monthly (26 Days)	Daily	Monthly (26 Days)	Daily	Monthly (26 Days)
Sweeping & Cleaning	827	21,502	693	18,018	556	14,456
Loading & Unloading	827	21,502	693	18,018	556	14,456
Watch & Ward						
Without Arms	1008	26,208	918	23,868	781	20,306
With Arms	1094	28,444	1008	26,208	918	23,868
Construction & Other Workers						
Unskilled	827	21,502	693	18,018	556	14,456
Semi-skilled/ Unskilled Supervisory	918	23,868	781	20,306	650	16,900
Skilled / Clerical	1008	26,208	918	23,868	781	20,306
Highly Skilled	1094	28,444	1008	26,208	918	23,868

The aforesaid rates of Minimum Wages include Basic + Dearness Allowance payable to the contract labour. Kindly ensure payment to contract labour engaged at your location as per aforesaid rates w.e.f. **01.04.2026**.

Please note that non-payment as per the applicable Minimum Wages attracts penalty of payment of up to 10 times of the short payment besides prosecution of the senior officials of the Corporation.

As the aforesaid rates are based on Class of City, a list of class of cities as notified by Chief Labour Commissioner (Central) for this purpose is given below: -

Class of Cities in NR		
"A"	**"B"**	**"C"**
Delhi Faridabad Complex Ghaziabad Gurgaon Kanpur Lucknow Noida	Agra Ajmer Aligarh Allahabad Amritsar Bareilly Bikaner Chandigarh Dehradun Gorakhpur Jaipur Jalandhar Jhansi Jammu Jodhpur Kota Ludhiana Meerut Moradabad Saharanpur Srinagar Varanasi	All other Cities not mentioned in "A" or "B" class of cities

Kindly note that **Area "A"** and **Area "B"** comprise of all the places as mentioned above and include all places within a distance of 15 kms from the periphery of Municipal Corporation or Municipality or Cantonment Board of Notified Area Committee of a particular place.

For the locations which are not mentioned in **Area "A" & Area "B",** kindly take into consideration **the rate of House Rent Allowance being paid to the regular employees at the location for the applicability of aforesaid Minimum Wages**.

Kindly also arrange to display the aforesaid Rates of Minimum Wages at the Notice Board of your location. The Revised Minimum Wages as notified by the State Governments will be advised to you as and when notified by the respective State Government.

HRS NORTH

Sr No	Description of Violation or Activity	Penalty 1st Instance (Rs)	Penalty 2nd Instance (Rs)	Penalty 3rd Instance (Rs)	Remarks
1	Labour license (IF APPLICABLE)	This is mandatory document along with agreement for release of payment.	NA	NA	Valid labour licenses shall be available for proper execution of tender with sufficient number of labour for tendered job
2	Credit of Salary after 7th of every month with ESI / PF / Bonus etc	Rs 200 per Worker per day and continued	Rs 500 per Worker per day and continued	Rs 800 per Worker per day and continued . Showcause notice will be issued.	Vendor Payment will be released only after payment of wages, payment to PF and ESI Dept and submission of A,B,C and D registers duly signed and stamped by vendor
3	Overtime not talling wrt to time office in-out timing	Rs 100 per Worker per day and continued	Rs 200 per Worker per day and continued	Rs 300 per Worker per day and continued . Showcause notice will be issued.	
4	Cash payment of any component of salary as defined in register B	Rs.1000	Rs.3000	Rs.5000	
5	Non-Submission of ESI / PF and documents for Statutory Compliance with the monthly bills	No bill processing	No bill processing	No bill processing	
6	"Inability to show record" during audit, inspection by labour/ factory dept/ statutory audit by BPCL	Rs.25,000/- and Showcause notice	Rs.50,000/- and Showcause notice	Rs.1,00,000/- and Showcause notice. Showcause notice for termination of contract	
7	Payment not given for National Holiday and Festival act	Rs 500 per Worker per day and continued	Rs 800 per Worker per day and continued	Rs 1000 per Worker per day and continued	
8	Leave with wages Not paid (Section 79 of factory act)	Rs 500 per Worker per day and continued	Rs 800 per Worker per day and continued	Rs 1000 per Worker per day and continued	
9	Weekly off is not given within 10 days (section 52 of factory act 1948)	Rs 200 per Worker per day and continued	Rs 500 per Worker per day and continued	Rs 800 per Worker per day and continued	
10	Not Paying PF Payments to workers	Rs 200 per Worker per day and continued	Rs 500 per Worker per day and continued	Rs 800 per Worker per day and continued	
11	Not Paying OT Payments workers (Section 59 , 63 and 64 of factory act)	Rs 200 per Worker per day and continued	Rs 500 per Worker per day and continued	Rs 800 per Worker per day and continued	
12	NON Maintaining of Statutory registors (A/B/C/D) on regular basis	1000	3000	5000	
13	Delay Reporting of Manpower	Rs 100 per Worker per day and continued on next instances	-	-	Every time
14	Delay in Submission of Security Documents	Rs 100 per Worker per day and continued on next instances	-	-	Every time
15	Non Seriousness towards work / non following of SOP	Suspension for 1 week	Suspension for 15 days	Suspension for 1 month	
16	Bonus payment not done	Rs 200 per Worker per day and continued	Rs 500 per Worker per day and continued	Rs 800 per Worker per day and continued	
17	Manpower Without Uniform / Boiler Suit and Id Card	Rs 100 per Worker per day and continued on next instances	-	-	Every time
18	Manpower Without Safety shoes & Helmets and Mask / gloves as applicable	Rs 100 per Worker per day and continued on next instances	-	-	Every time
19	Shortage of Manpower	Rs 100 per Worker per day and continued on next instances	-	-	Every time
20	Not providing of wage sheet to all workers on monthly basis	Rs 50 per Worker per day and continued	-	-	
21	Damage to property of BPCL	Accessment will be done by Engieering officer and HSSE officer			

BHARAT PETROLEUM CORPORATION LIMITED - BHARAT GAS **Date:**

2 years _TENDER FOR HIRING ONE NO. EMERGENCY VEHICLE AND 3 NOS OF SHIFT VEHICLES AT BPCL GORAKHPUR LPG TERRITORY

PRICE BID

		UNIT Rate (INR)	Quantity	UOM	Amount (INR)
1	Placement of Diesel-driven EMERGENCY VEHICLE at GORAKHPUR LPG Territory with **fixed monthly running of 2200 Kms AND** Sales-Related activities AS PER REQUIREMENT **. White SUV (Innvoa Crysta Model-GX PLUS 7S or higher model equivalent - not older than 2026).**		24.00	Months	0.00
2	**EMERGENCY VEHICLE : Charges for additional Running KM in 2 years duration (10000 KM) , applicable . Beyond 2200 KM per month .**		10000.00	KM	0.00
3	**EMERGENCY VEHICLE :**Additional Working Hours : Charges for running the vehicle beyond normal working of 12 hours per day (08:00 AM to 08:00 PM).		1000	Hours	**0.00**
4	Placement of SHIFT VEHICLES at GORAKHPUR LPG Territory on KM Basis charges (102 *26*24= 63648 KMS for 1 Vehicle) . For total 3 Shift Vehicles , KMS are 190944 KM FOR 2 YEARS		190944.00	KMS	**0.00**
5	Charges for running the vehicle beyond normal working of 12 hours per day (08:00 AM to 08:00 PM).		3000.00	Hours	**0.00**
6	**Night Halt Charges (as per market rate)**		400	Nights	**0.00**
	Tax Payable on RCM Basis				**0.00**
	TOTAL AMOUNT				**0.00**

In words: INR

VENDOR SIGN AND STAMP :

MEMORENDUM OF AGREEMENT

An agreement made this ____ day ____of ___________20___ between BHARAT PETROLEUM CORPORATION LIMITED a Company Incorporated in India and having its registered office at Ballard Estate, Mumbai, (herein after referred to as 'the Company' which expression shall include its heirs, legal representatives, successors and permitted assignees) of the one part and ________ ____ ____ (herein after referred to as "The Vendor" which expression shall include its heirs, legal representatives, successors and permitted assignees) of the other part, whereby it is agreed:-

1. The Vendor shall carry out and complete the work as mentioned in the Purchase order/Contract No. ________________dated _________, (hereinafter referred to as "the work") for the Company at its specified site to its complete satisfaction in accordance with the specifications, schedule of rates and plans attached as per Purchase order/Contract and with the instructions given from time to time, by the Company's authorized engineer under whose supervision the work shall be-executed. The parties hereto agree that this agreement shall be effective from the date of the aforesaid Purchase Order/Contract.
2. **Inspection of site:** The Vendor has been given an opportunity before or at the time of the entrusting of the work to him of making an inspection of the site to set at rest any doubt he may have had about the difficulties attending his offer, and any difficulties which may be met with by him in the course of the execution of the work shall neither relieve him from fulfilling the terms of this Agreement, nor entitle him to claim extra payment or an extension of the period stipulated for the completion of the work, except where it will be agreed by the Company's authorized Engineer that such difficulties could not have been foreseen.
3. **Supply of Labour and Materials**: The Vendor shall furnish all labour, materials, equipment or tools necessary for the construction of the work, except such materials, equipment or tools as will be supplied by the Company and are detailed in Purchase order/Contract. The Vendor will assume full responsibility for the protection and safety of the work during its construction. The details and dimensions shown on the said plans referred to in the Purchase order/Contract shall be strictly adhered to by the Vendor and no alterations shall be made therein unless the previous sanction thereto has been given in writing by the Company.
   a. The Vendor shall prepare his own details, drawings and any other data required.
   b. All materials supplied by the Vendor shall be of the best quality. The Vendor shall at his own cost arrange for and/or carry out any test of materials, which the Company's authorized Engineer may require.
   c. The Vendor shall at the request of the Company's authorized Engineer immediately dismiss from the work any person employed thereon who, in the opinion of the Company's authorized Engineer, is unsuitable or incompetent or who, has been guilty of misconduct, and such person shall not again be employed or allowed on the works without the permission of the Company, in writing.
4. **E. & O. E.** No advantage is to be taken either by the Company or the Vendor of any clerical error or mistake, which may occur in the specification, schedule of rates, plans, tender or any other papers supplied to or by the Vendor in connection with the work.
5. **Damage on account of Incomplete work:** The Vendor shall commence the work and shall complete the work as mentioned in Purchase order/Contract failing which the Vendor shall pay or allow to the Company to recover as liquidated damages, at the rate of minimum 0.5% per week of delay or part there of up to a maximum of 0 5% of the total contract value, if Liquidated damages clause is made applicable in the contract. Such damages may be deducted by the Company from any amount due to the Vendor; otherwise they shall be recoverable by lawful means.

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

Should the contract be determined as above and the Vendor claims payment to compensate expenditure incurred by him in the expectation of completing the work, the company shall consider and admit such claim as are deemed fair and reasonable and are supported by the vouchers to satisfaction of the BPC Official. The company's decision on the necessity and propriety of such expenditure shall be final and conclusive and binding on the Vendor.

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

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

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

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

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

9. **Removal of Material:** On the Determination of the Agreement as referred to in Clause 6, the Vendor shall at his own risk and cost remove from site within Seven days all his materials, equipment and tools. It is

agreed that in case of such determination the company shall be entitled to purchase from the Vendor such materials as will be approved by the Authorized Engineer of the Company at the prices then current. If the Vendor does not remove the other materials, equipment and tools which he has been asked to remove within the time prescribed as aforesaid, the Company may remove and sell the same holding the proceeds less the cost of storage, removal and sale to the credit of the Vendor. Should Company incur any loss in respect of the sale, it shall be entitled to recover same from the Vendor.

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

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

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

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

manner as if such work or materials had been done or supplied by the Vendor. The Vendor shall remain liable under this Clause notwithstanding the signing by the Company's authorized Engineer of any certificate or the passing of any account.

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

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

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

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

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

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

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

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

c) The Seat of arbitration shall be at BAITALPUR .

d) The proceedings shall be conducted in English language

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

f) The parties hereby agree that the courts in the city of Mumbai, 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 only.

20. **Jurisdiction:** The Vendor shall be governed by the Laws in force in INDIA. The Vendor hereby submits to the jurisdiction of the Courts situated at Mumbai, for the purpose of actions and proceedings arising out of the contract and the courts at Mumbai, only will have jurisdiction to hear and decide such actions and proceedings.

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

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

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

Witness

___________________________________ _______________________________________

For Bharat Petroleum Corporation Ltd. For Bharat Petroleum Corporation Ltd.

Witness

___________________________________ _______________________________________

Vendor's witness - Signature Vendor's Signature

Name & Address:- Name & Address:-

PROFORMA OF BANK GUARANTEE

(On non-judicial paper of appropriate value)

FOR EARNEST MONEY / SECURITY DEPOSIT TOWARDS PERFORMANCE

To

Bharat Petroleum Corporation Ltd.

Dear Sirs,

M/s.____ have taken tender for the work______________________________ CRFQ No/PO No._________________________ for Bharat Petroleum Corporation Ltd.

The tender Conditions of Contract provide that the Vendor shall pay a sum of Rs.________________________ (Rupees ____) as earnest money/security deposit in the form therein mentioned. The form of payment of earnest money/security deposit includes guarantee executed by Scheduled Bank, undertaking full responsibility to indemnify Bharat Petroleum Corporation Ltd. in case of default.

The said ____ have approached us and at their request and in consideration of the premises we ______________________________________ having our office at __________________________________ have agreed to give such guarantee as hereinafter mentioned.

1. We ________________________________hereby undertake and agree with you that if default shall be made by M/s.____ in performing any of the terms and conditions of the tender or in payment of any money payable to Bharat Petroleum Corporation Ltd., we shall on demand pay to you in such matter as to you may direct the said amount of Rupees ___________________________________ only or such portion thereof not exceeding the said sum as you may from time to time require.
2. You will have the full liberty without reference to us and without effecting this guarantee postpones for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said _______________________ and to enforce or to for bear from endorsing any power of rights or by reason of time being given to the said which under law relating to the sureties would but for provision have the effect of releasing us.
3. Your right to recover the said sum of Rs.________________________ (Rupees ___________ ___________________________________) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s.____ and/or that any dispute or disputes are pending before any officer, tribunal or court.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said ________________ _____________________________but shall in all respects and for all purposes be binding operative units payment of all money due to you in respect of such liabilities is paid.
5. Our liability under this guarantee is restricted to Rupees_____________________________. Our guarantees shall remain in force until_________________________________ unless a suit or action to enforce a claim under __________________________________ Guarantee is filed against us within six months from ____________________ (which is date of expiry of guarantee) all our rights under the said guarantee shall be forfeited and shall be relieved and discharged from all liabilities thereunder.

6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated ____ granted to him by the Bank.

Yours faithfully

____Bank by its Constituted Attorney Signature of a person duly authorized to sign on behalf of the bank.

# # # # #

[See sub-rule (1) of rule 21AB of the Income-tax Act, 1961]
Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Income-tax Act, 1961

1. I ________________________*son/daughter of Shri ____________________in the capacity of ______________________________(designation)do provide the following information, relevant to the previous year ________________,*in my case/in the case of___________________ for the purposes of sub-section (5) of *section 90/section 90A:-

).	Nature of information		ls #
	Status (individual, company, firm etc.) of the assessee		
	Permanent Account Number (PAN) of the assessee if allotted :		
	Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)		
	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident		
	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4)of section 90A is applicable		
	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable		

2. I have obtained a certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A from the Government of ____ (name of country or specified territory outside India).
   Signature: __________________________
   Name: ______________________________
   Address: ______________________________
   Permanent Account Number: ____________________________

Verification

I _________________________do hereby declare that to the best of my knowledge and belief what is stated above is correct, complete and is truly stated.

Verified today the day ____________ of ________________________

____
Signature of the person providing the information

Place: ______________________________________

Notes:

1. * Delete whichever is not applicable.
2. #Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A."

Declaration by vendor/tenderer/bidder/contractor/party:

I/We have read the entire document and understood the content and would follow all rules and guidelines in this document. All the pages of this document are understood and bid quoted & execution of work will be inline with the document.

Name of Contractor: ____

Contact No : ____

Signature of the contractor with seal: ________________________________

Date: ____________________Place: ___________________________

ANNEXURE VI- SOCIAL MEDIA GUIDELINE FOR BUSINESS PARTNERS

TERMS AND CONDITIONS FOR ACCEPTABLE USE OF SOCIAL MEDIA BY BUSINESS PARTNERS

1. OBJECTIVE

Social media has become part of everyday life and a means of communication and sharing information with others. Every organization recognises the benefits that social media tools can provide, and also reckons the challenges it brings. These terms and conditions ("**Social Media T&Cs**") seek to provide clear guidance on acceptable standards of conduct and practices to be followed by the Business Partners (*as defined below*) of Bharat Petroleum Corporation Limited ("**Corporation**"), in the usage of social media tools during and post their association with the Corporation. These terms and conditions are intended to protect and safeguard *inter alia* the interests and reputation of the Corporation, in the access, use of or participation on Social Media (*as defined below*) platforms by such constituents.

It is important to maintain the highest degree of professional standard that is associated with the Corporation's name, brand and reputation. Constituents must constantly be aware of the risk of damaging the Corporation's name or reputation in public forums. These terms and conditions should be adhered to by each constituent at all times and should be read harmoniously and in conjunction with the terms of their engagement with the Corporation, as well as other applicable policies and directions issued by Corporation, from time to time, including the Relevant Documents (*as defined below*).

1.1. **Social Media**

Social Media includes any web or mobile based platform that enables an individual or agency to communicate interactively and enables exchange of user generated content. The term "**Social Media**" describes internet-based technologies and practices that people use to share opinions, insights, experiences and perspectives. It may be internal (housed within the Constituent's technology infrastructure and open for use only by the Constituents) or public (widely available to the population of internet users). These terms and conditions are applicable equally to a wide range of websites and mobile phone / tablet applications, including the following:

(a) Social Networking sites, for example - Facebook, Twitter, and LinkedIn.

(b) Media Sharing sites, for example - Instagram, Snapchat, YouTube

(c) Discussion forums, for example - Reddit, Quora, Digg, Glassdoor

(d) Content Curation network, for example - Pinterest, Flipboard

(e) Blogging and Publishing sites, for example - WordPress, Tumblr, Medium

including blogs

(f) Interest-based network, for example - Goodreads, Houzz

(g) Information sharing sites, such as Wikipedia

(h) Opinion sites (e.g. Yahoo! Answers)

(i) Any other social media platform/s

1.2. **Scope and Applicability**

These Social Media T&Cs are applicable to all Business Partners (*as defined below*), including any prospective partners of the Corporation (the "**Constituents**"). The Social Media T&Cs provides a framework for the usage of Social Media by the Constituents and non-conformance with these Social Media T&Cs or any other applicable policy or directions issued by the Corporation as may be relevant to the Constituents, may result in penalties ranging from financial to legal liabilities, as set out under the respective contractual understanding between each Business Partner and the Corporation.

1.3. **Relevant Documents**

These Social Media T&Cs have been formulated in line with the Framework & Guidelines for Use of Social Media for Government Organizations, issued by the Department of Electronics and Information Technology, Ministry of Communications & Information Technology, Government of India. In addition, these Social Media T&Cs must be read in conjunction with the underlying contract documents including the following documents (collectively, the "**Relevant Documents**"), as may be applicable to each Constituent:

(a) General Conditions of Contract/ General Purchase condition for vendors (relevant clauses are placed at Annexure III)

(b) Transportation Contract Agreement Bulk LPG Transportation Contract By Road (relevant clauses are placed at Annexure II): NA

(c) PCVO, Retail and Lubes Transport guidelines: NA

2. CONTENT GUIDELINES

This section seeks to set out the guidelines for content management as well as administration rights of all official Business Partner Social Media accounts and ensure accountability of the authorised representatives of such Business Partner. The following guidelines on content sharing ("**Content Guidelines**") must be followed, in relation to all content created, posted or shared on Social Media:

(a) All post and other content shared via Social Media shall abide by applicable laws, including the Information Technology Act, 2000 and rules made thereunder, as amended.

(b) The content posted or shared though official Social Media accounts, shall be relevant, engaging and in line with the Corporation's brand and communication strategy, whether in the form of text, images, gifs, videos, etc.

(c) The Constituents shall be mindful of content and the tone associated with it. A negative tonality, sarcasm, dry humour, pun, memes, etc. should be avoided to steer clear from any controversy.

(d) The Constituents shall be careful and ensure that any content posted or shared through the official Social Media accounts does not bring disrepute to the Corporation. Opinion or comments on political observations, religious beliefs, gender biases, etc. must be avoided while operating official Social Media accounts. In the use of official Social Media accounts, the Constituents shall refrain from forwarding or sharing any videos or images or messages, which are considered inappropriate or any content that is considered offensive, obscene or derogatory in nature.

(e) The Constituents shall be cognizant of concerns regarding confidentiality and disclosure requirements, and must at all times, adhere to the Relevant Documents as well as these terms and conditions, to understand what shall be disclosed on a public platform. For instance any communication marked as "privileged" or "restricted" or "confidential" or "not for circulation" should not be shared on Social Media. The Constituents are absolutely prohibited from disclosing commercially sensitive, anticompetitive, private or confidential information. If unsure whether the information that is proposed to be shared falls within one of these categories, authorised representatives of the Constituent may discuss with the concerned official as designated by the Corporation.

(f) The Constituents shall ensure that any references to the Corporation or its employees, or other customers, partners and vendors do not contravene any non-disclosure agreements. The Constituents shall avoid disclosure of any information pertaining to any employee / vendor / customer or individual associated with the Corporation, without their prior consent.

(g) The Constituents shall be vigilant about tagging, mentions and conversations around the Corporation. If it notices any customer complaint, dealer/ distributor/ vendor grievances, media story etc., the same may be flagged to the official channels of the Corporation and will be responded to by authorized personnel within the Corporation.

(h) In the operation of official Social Media accounts, the Constituents shall be cognizant of maintaining professional etiquette for all interactions and shall not initiate or engage in discussions which may be characterised as showcasing a personal opinion such as political or religious beliefs. In addition, official Social Media accounts should not share any content or comment that may be viewed as colouring the relations between the Corporation and the Government of India or any Ministry / Department of the Central or State Governments.

(i) The Constituents, particularly in the use of official Social Media accounts, shall only post original content, which is free of any copyright infringement or plagiarism. To ensure the reputation and principles of the Corporation are safeguarded, all Constituents must avoid posting content that violates the law, infringes the intellectual property rights of the Corporation and its group companies or of any individual or organization. Any inadvertent posts, which violates these principles, must be removed / deleted immediately upon becoming aware of the implications as set out in these guidelines.

As responsible business partners of the Corporation, the following points must be strictly observed and followed by the Constituents:

(i) Text, photos, images, musical work in any form, video clips, movie clips, or any other content for which the Constituent does not own copyright, must not be used in any form, and in particular for official purposes to promote any activities related to the Corporation, without obtaining consent from the copyright owner. If the copyright owner for such work cannot be identified or if the consent for use of such work is not provided by the copyright owner, the work must not be used by the Constituent.

(ii) Capturing photographs and/or videos of the Corporation's offices, facilities, and other establishments (within or outside) or customer sites is strictly prohibited. Any such illegal images and/or videos of the Corporation's establishments, offices, facilities and factories or other sites and whether directly emailing or otherwise circulating such content via Social Media posts on the Internet, shall attract legal consequences. Official visual materials may be availed from the Corporation and can be requested through email, to the relevant State / Territory team.

(iii) Creation, sharing and/or distribution of videos which make use of unlicensed music is strictly prohibited.

(iv) Unauthorized videos of any events hosted by the Corporation, whether within or outside the Corporation's premises that may becaptured by Constituents shall not be shared/distributed on Social Media.

(v) All Constituents must take due care to protect the Corporation's copyright and intellectual property within and outside the organization.

The authorised personnel operating official Social Media accounts of respective Business Partner shall not post unverified news, or news from dubious 'sources', that may project the Corporation in a negative light.

(k) The admins operating official Social Media accounts shall clearly state the source and give due disclaimers while quoting any third-party content through such Social Media accounts.

(l) Additionally, content on official Business Partner Social Media Accounts shall be limited to the coverage of activities related to the business only. However, these accounts can re-share / retweet the posts of Corporation's official Social Media accounts, subject to the veracity of such accounts.

ACCEPTABLE USAGE OF SOCIAL MEDIA BY BUSINESS PARTNERS:

The following guidelines are applicable to vendors, suppliers and other contractors of the Corporation ("**Business Partners**"), and these are intended to supplement, and do not to replace the terms and conditions or any other agreement or guidelines (including the applicable provisions set out under Annexure I or II of these Social Media T&Cs), which are currently in place to regulate the conduct of such Business Partners:

(a) Business Partners have the discretion to decide whether their Social Media accounts will be used for personal or professional purposes. However, in any event, whether such Social Media accounts are used for official purposes or personal purposes, to the extent that they declare their affiliation with the Corporation in any way, it is deemed that they will abide by these terms and conditions read with the applicable contractual provisions and the Framework & Guidelines for Use of Social Media for Government Organizations, issued by the Department of Electronics and Information Technology, Ministry of Communications & Information Technology, Government of India.

(b) Only official Business Partners accounts are eligible to declare their association with the Corporation or using any content owned by or belonging to the Corporation, including logo, product specifications, product pictures, product catalogues, etc. Such accounts may only post content that are official in nature and reasonably expected to promote the activities specific to its business. Such official Business Partner Social Media account shall be in to a professional page to promote business interactions and shall not post any content which may showcase the account as expressing opinion on ancillary matters which are not in furtherance of the objective set out under the Relevant Documents, such as posts related to entertainment industry, or political views etc. However, such affiliation or use of Corporation’s content, such as logo, product pictures etc. is only limited to use by official Social Media accounts of such Business Partner, and will not, at any time, be used by any authorised or other personnel of such Business Partner, in the operation of a personal Social Media account.

Every Business Partner’s official or personal (individual) Social Media account is prohibited from posting / circulating any official communication / document or disclosing any business-related or other confidential information, pertaining to the Corporation, in accordance with the Relevant Documents.

(d) Each Business Partner Social Media account, particularly those accounts which have been permitted to acknowledge their association with the Corporation, has an obligation to exercise caution in the posting or sharing of content on Social Media, and shall undertake adequate diligence prior to posting any content. In particular, such accounts shall be fully cognizant of posting or providing traction to any ‘fake news’ and shall refrain from posting or sharing unlawful, controversial or unverified news, or news from dubious ‘sources’, particularly in relation to the Corporation and the Central / State Governments.

(e) The Business Partner Social Media account which are maintained for official purposes, shall refrain from engaging in unlawful or inappropriate posts or sharing any content that may be defamatory or may have the effect of downplaying the Corporation’s business or competitors. In addition, such account should also not post or share content using derogatory language or is likely to demean sentiments of anyone with whom they engage in any public communication using Social Media.

(f) Business Partners using Social Media for official purposes and especially those accounts that have been approved by the Corporation, shall maintain professional and proper etiquette in online interaction via Social Media and shall not engage in inappropriate behaviour. Such inappropriate behaviour includes but may not be limited to posting, sharing or endorsing in any form, any content which may be considered as:

(i) Divisive, unethical or unlawful at the workplace;

(ii) False, or derogatory, or amounting to bullying, trolling, intimidating, or harassing including using offensive, defamatory, threatening, discriminating, obscene or insulting language;

(iii) A misrepresentation of the Corporation, such as creating any unofficial groups or networks (whether intentional or unintentional) using the Corporation’s name, logo, or email address;

(iv) Compromising the confidentiality (of the Constituents and/or the Corporation's information), or creating a conflict of interest;

(v) Disclosing commercially sensitive, anticompetitive, or information which is marked as restricted for internal circulation within the Corporation;

(vi) Misleading and misrepresentative, such as creating or endorsing any video channel / account representing the Corporation or any specific Business Unit, or otherwise posting or sharing any content owned by the Corporation, unless such content has been posted on verifiable official Social Media accounts of the Corporation;

(vii) Amounting to pornographic material (that is, writing, pictures, films and video clips of a sexually explicit nature) or content that could be considered as offensive, obscene or criminal; or

(viii) Creating or likely to create any liability (whether criminal or civil, for the Corporation).

Where evidence of misuse or inappropriate behaviour is brought to the notice of the Corporation, the Corporation may undertake a more detailed investigation in accordance with its procedures, which may involve the examination and disclosure of records by those nominated to undertake the investigation and any witnesses involved in the investigation. If necessary, action may be taken against such Business

Partner under the respective contractual agreement and in case required, such information may be handed to authorities in connection with the investigation.

(g) Any violation of these Social Media T&Cs shall be treated as violation of General Conditions of Contract of the Corporation and may invite action by the Corporation as deemed fit, based on the sole discretion of the Corporation.

(h) The Corporation has a zero-tolerance policy for any complaints that may be brought to its notice via Business Partner Social Media accounts. In the even the Business Partner or its associates *etc.* are dissatisfied with the Corporation, or have any unresolved query or grievance against the Corporation or any individual who is in the employment or association of the Corporation, the Business Partner or such person associated with it must reach out to the designated official and follow the hierarchy established within the Corporation. All such communication must follow the formal processes that are available as per contractual agreement with the Corporation. In the event the Business Partner, whether by itself or its employee or associate publishes any such information on Social Media or discloses details of any complaint or dispute with the Corporation on a public forum through Social Media, it will be in breach of the terms of these T&Cs and its agreement with the Corporation, and the Corporation will have the right to pursue such legal remedies as may be appropriate and available under law.

(i) Upon termination or expiry of the Relevant Document / underlying contractual agreement between the Corporation and the Business Partner, the Business Partner shall ensure that all references and posts which disclose any affiliation with the Corporation has been scrubbed from the Business Partner's Social Media account and a formal written declaration to this effect must be provided to the Corporation, within 7 days of such termination or expiry.

ENFORCEABILITY AND COMPLIANCE

4.1. These Social Media T&Cs are construed to be a part of the Relevant Documents and form an integral part of the contractual understanding between the Corporation and the Business Partner.

4.2. Any violation of the Social Media T&Cs shall be treated as violation of respective contractual understanding between the Corporation and the Business Partner and may invite appropriate action by the Corporation as deemed fit.

4.3. The Business Partner agrees and understands that all activities of the Business Partner's official Social Media Account is subject to monitoring and periodic audits by the Corporation, if required.

4.4. The Business Partner will provide its written acknowledgement to these Social Media T&Cs, in the form set out in Annexure III, failing which the Corporation may take such action as may be necessary to ensure compliance with these terms and conditions.

4.5. The concerned official of the Corporation shall be responsible for reviewing the compliance of these Social Media T&Cs as may be required to ensure that it meet legal requirements and reflects best practice.

The format for declaration is given in Format D.

FORMAT A- CERTIFICATE CONFIRMING ELIGIBILTY FOR BENEFITS OF PUBLIC PROCUREMENT POLICY

(for MSE Bidders to avail MSE benefits)

(on CA Letterhead)

Date: ………………..

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

This is to confirm that we have verified the investment limits and other details of Unit …………………………… pertaining to M/s ……………………………….. and certify that they satisfy the eligibility criteria as per MSMED Act, 2006 and other notifications/circulars/amendments issued from time to time in this regard. Accordingly, M/s ……………………………….. is a Micro/Small enterprise under the said Act and are eligible to claim the benefits of public procurement policy for the tender mentioned above.

In case applicable:

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

In case applicable:

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

Name of CA Firm:

Date:

[Signature of Authorized Signatory]

Name:

Designation:

Seal:

Membership No.:

UDIN No.:

Note: Please ensure the UDIN details on CA portal mentions - ***"certificate confirming eligibility for MSE Policy Benefits"***

FORMAT-B: DEVIATION STATEMENT

(on company letterhead)

Tender No. – …………………………………………………………………………………………………

Tender Title – ……………………………………………………………………………………………….

Bidder's Name – ……………………………………………………………………………………………..

[In case of NIL deviations]

We, M/s ………………………….., hereby confirm that we have taken NIL deviations for this tender and agree to comply to all terms and conditions of this tender without any deviation.

[In case of any deviations]

List of Deviations:

S. No.	Document Ref.	Clause No.	Deviation	Justification for Deviation
1				
2				
3				

We, M/s ………………………….., hereby confirm that all our deviations for this tender have been listed above with justification and there are no other deviations by us in the tender.

Date:

[Signature of Authorized Signatory of Bidder having power of Attorney]

Name:

Designation:

Seal:

FORMAT C

FORMAT-C: UNDERTAKING WITH RESPECT TO COMPLIANCE OF RESTRICTIONS FOR COUNTRIES WHICH SHARE LAND BORDER WITH INDIA – AS STIPULATED BY GOVT. OF INDIA

(On Company Letter Head, to be signed by the duly authorized person)

Date:

TENDER NO: ………………

TITLE OF TENDER: ………………………………………………………………………………

To,

BHARAT PETROLEUM CORPORATION LIMITED

LPG PLANT BAITALPUR

DEORIA – 274201

Dear Sir/Madam,

In line with the guidelines issued for compliance of Restrictions for Countries which share land border with India − as issued by Govt. of India in July'2020,

I/We have read the clause regarding restrictions on procurements from a bidder of a country which shares a land border with India and on sub−contracting to contractors from such countries; I/We certify that I/We am/are not from such a country or, if from such a country, have been registered with the Competent Authority and will not sub−contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

I/We hereby certify that I/We fulfill all requirements in this regard and am/are eligible to be considered.

[Where applicable, evidence of a valid registration by the Competent Authority shall be attached]

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

FORMAT-D: FORMAT OF ACKNOWLEDGEMENT FOR SOCIAL MEDIA GUIDELINES

(On Company Letter Head, to be signed by the duly authorized person)

To,

[insert details to whom such acknowledgement may be addressed]

[in the case of an individual or sole proprietorship] I am ………………………., an inhabitant of ………………………………………. and carrying on business of ………………………………..

OR

We are *[insert names of all partners of firm]* carrying on business at ……………………… in partnership under the firm name and style of M/s. ……………………………………………..

OR

[insert name of Limited Company or a Co-operative Society / Trust Co-operative] incorporated under the laws of India and having its Registered Office at ………………………………………………….

I / We have entered into a *[insert name of agreement]* dated *[insert date]* ("Agreement") for the *[insert purpose]*, with Bharat Petroleum Corporation Limited ("BPCL").

In furtherance thereof, we have been provided with a copy of the Terms and Conditions for Acceptable Use of Social Media by Business Partners, issued by the Corporation.

<u>I /We have read and understood BPCL's Terms & Conditions for Acceptable Use of Social Media by Business Partners and agree to abide by it.</u>

<u>I / We understand that any violation of the above conditions may result in disciplinary action, or termination or revocation of the Agreement.</u>

In acknowledgement thereof, please see below our acceptance of the Terms and Conditions for Acceptable Use of Social Media by Business Partners, issued by the Corporation, duly signed and acknowledged by *[insert name]*, in the capacity of our authorized representative.

A copy of such authorization is also attached for your record.

____

(Signature & seal)

Name:

Designation: Date:

Please refer Annexure VI for Social Media Policy.

FORMAT-E: UNDERTAKING BY BIDDER TOWARDS SUBMISSION OF TPIA VERIFIED DOCUMENTS
(On company letterhead)

To,
M/s BHARAT PETROLEUM CORPORATION LIMITED

Tender / CRFQ No.	
Tender Title	
Name Of Bidder	

Dear Sir,

I / We, M/s ________________________ (Name of Bidder) have submitted bid for aforesaid tender.

We hereby confirm and undertake the following:

1) The self-certified copies of certificates / documents related to BQC – Technical & Financial Criteria and MSE certificates, which have been submitted as part of BQC Bid for aforesaid tender, are true copies and as per requirement of the tender.
2) In case emerging as successful bidder, I / We shall submit the TPIA verified copies of required documents within 5 (five) days of notification from BPCL, as per requirement of tender.
3) I / We understand that, in case I / We are not able to submit TPIA Verified original documents within 5 (five) days of notification from BPCL, I / We shall be holiday listed by BPCL. I / We shall not have any further claims in the bid in such case.

Place:
Date:

[Signature of Authorized Signatory of Bidder having power of attorney]

Name:

Designation:

Seal:

FORMAT-F: PROFORMA FOR UNDERTAKING WITH RESPECT TO HOLIDAY LISTING AND LIQUIDATION STATUS

(To be uploaded duly signed/stamped on bidder's letterhead)

We, M/s. ___________________________ hereby declare the following:

1. We are not currently serving any Holiday Listing orders issued by BPCL or MOPNG debarring us from carrying any business dealings with the BPCL/MOPNG or serving a banning order by another Oil PSE.

2. We are not under Liquidation, Court Receivership or similar proceedings.

Stamp and Signature of Bidder

Date:

P.S.: Offers not accompanied with a declaration may lead to rejection. Any wrong declaration in this context shall make the Agency liable for action under BPCL Holiday Listing procedure.

CONTACT PARTICULARS

NAME OF PERSON:

TEL NO. OFFICE:

TEL NO.:

MOBILE NO.:

E-MAIL ID

FORMAT J: ACCEPTANCE OF ADDITONAL TERMS AND CONDITIONS (ATC)
(On official letter head of bidder)

We, M/s.___________________________________ having office at ______________________ received the copy of ADDITONAL TERMS AND CONDITIONS (ATC) and confirm our acceptance to all the terms and conditions as mentioned herein in this ADDITONAL TERMS AND CONDITIONS (ATC) and we are hereby returning this copy/uploading the Acknowledgement duly signed.

For & on behalf of M/s. _________________________________

Signature: ____

Name: ____

Designation: ___________________________________

(Seal / Stamp)

Place: ______________________________
Date: ______________________________

FORMAT :

INTEGRITY PACT

BHARAT PETROLEUM CORPORATION LIMITED

INTEGRITY PACT

Between

Bharat Petroleum Corporation Limited (BPCL) hereinafter referred to as "The Principal"

And

………………………………………………………………………………………… hereinafter referred to as "The Bidder/ Contractor/ Supplier"

Preamble

The Principal intends to award, under laid down organization procedures, contract/s …….The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s), Contractor(s) and Supplier(s).

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an Independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

<u>Section 1 Commitments of the Principal:</u>

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a. No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/ herself or third person, any material or immaterial benefit which he/ she is not legally entitled to.

b. The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/ additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

<u>Section 2 - Commitments of the Bidder/ Contractor/ Supplier:</u>

(1) The Bidder/ Contractor/ Supplier commit itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder/ Contractor/ Supplier will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/ she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder/ Contractor/Supplier will not enter with other Bidders into any undisclosed agreement OR

c. Understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

d. The Bidder/ Contractor/ Supplier will not commit any offence under the relevant Anti- Corruption Laws of India; further the Bidder/ Contractor/ Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

e. The Bidder/ Contractor/ Supplier shall make sure that the terms of this Integrity Pact are also adopted by its sub-contractors, sub-sub-contractors etc., if any and submit such adoption confirmation proof to the Principal.

(2) The Bidder/ Contractor/ Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts:

If the Bidder, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

(1) If the Bidder/ Contractor/ Supplier have committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder/ Contractor/ Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder/ Contractor/ Supplier can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 - Compensation for Damages:

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor/ Supplier liquidated damages equivalent to Security Deposit/ Performance Bank Guarantee.

(3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/ Contractor/Supplier can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/ Contractor/ Supplier shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous Transgression:

(1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors/ Suppliers/ Subcontractors:

(1) The Bidder/ Contractor/ Supplier undertake to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors/ Suppliers and Subcontractors.

(3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section-7 Punitive Action against violating Bidders/ Contractors/ Suppliers/ Subcontractors:

If the Principal obtains knowledge of conduct of a Bidder, Contractor, Supplier or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor, Supplier or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section-8 Independent External Monitors:

The CVC has appointed competent and credible Independent External Monitors for this Pact.

(1) The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

(3) The Bidder/Contractor/Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/Contractor/Supplier. The Bidder/Contractor/Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Supplier/ Subcontractor with confidentially.

(4) Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/Supplier. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non- binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/Contractor/Supplier to present its case before making its recommendations to the Principal.

(6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(8) The word 'Monitor' would include both singular and plural.

Section-9 Pact Duration:

This Pact begins when both parties have legally signed it. It expires for the Contractor/ Supplier 12-months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Chairperson of the Principal.

Section-10 Other Provisions:

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai. The Arbitration clause provided in the main tender document/ contract shall not be applicable for any issue / dispute arising under Integrity Pact.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Bidder/Contractor/Supplier is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) The Bidder / Supplier / Contractor entering into Integrity Pact, aggrieved by any decision / action of the Principal, shall approach the IEM(s) and await their decision before pursuing any other remedy available to him in law.

……………………………………………………………………… ………………………………………………………………………

For the Principal

For the Bidder/Contractor/ Supplier

Place: …………………………………………

Date: …………………………………………

Place:…………………………………………

Date: …………………………………………

Witness-1: (Signature/ Name/ Address)

…………………………………………………………………

…………………………………………………………………

…………………………………………………………………

Witness-2: (Signature/ Name/ Address)

…………………………………………………………………

…………………………………………………………………

…………………………………………………………………