

PROVIDING MANPOWER ON TEMPORARY BASIS FOR FINANCE SUPPORT SERVICES IN BPRL MUMBAI

TENDER NO: 1000256587 / e-Tender System Id: 12889

Bid Submission Due Date/Time: 11:00 Hrs on 16.05.2016



TABLE OF CONTENTS

1)	Annexure I	Preamble
2)	Annexure II	Instructions to Tenderers
3)	Annexure III	Scope of work and Terms and Conditions
5)	Annexure IV	Instructions to tenderers on uploading supporting documents
6)	Annexure V	Price Bid Document
7)	Annexure VI	Proforma Declaration for Non-blacklisting



REQUEST FOR QUOTATION CRFQ - 1000256587 Annexure I - Preamble

- Quotations are invited from selected Parties for MANPOWER OUTSOURCING jobs with BPRL, who are interested in providing services for PROVIDING MANPOWER ON TEMPORARY BASIS FOR FINANCE SUPPORT SERVICES IN BPRL MUMBAI. Please quote your most competitive rates.
- 2. Tenderers who have been "Black listed" or are currently on "Holiday List" by any office of BPCL, are not eligible to quote for this tender. Quotations received from such Tenderers, shall be rejected.
- 3. Service Tax as applicable shall be payable extra as per prevalent norms.
- 4. The tender document has been created vide BPRL SAP Collective RFQ no. -1000256587 to ensure equal opportunity for all and to demonstrate transparency in our systems. This document has been uploaded on the BPCL website http://www.bharatpetroleum.in, and is accessible from the tenders section. The Tenderers can only view/ download the document from this site.
- 5. The tender document has also been uploaded on the BPCL E-Procurement web site https://bpcleproc.in.
- 6. For participating in the tender and submitting the bid, you have to visit the above mentioned web site ie. https://bpcleproc.in.
- 7. Interested tenderers need to have/ or obtain the digital signing certificate from any suitable certifying agency. For your ready reference, the Digital Signing Certificate Application forms are enclosed with this tender document and you may apply for the same as prescribed in the pertinent annexure, if required.
- 8. For participating in the bid, the Tenderers have to download the entire document from the web site https://bpcleproc.in by using their digital signatures. After carefully going through all the documents and filling the bids, the same have to be uploaded at the appropriate place on this web site and encrypt the same with their digital signatures.
- 9. All the bids shall be evaluated from the bids/ documents submitted by the tenderers on the E-Procurement portal. Hard copies of the bids need not be submitted to this office.



10. Tenderers will have to submit EMD of Rs 50,000/- in form of Demand Draft in favour of Bharat PetroResources Ltd. payable at Mumbai. In case your offer is not accompanied by the requisite EMD, your offer is liable for rejection. (To be submitted separately, prior to last date of tender, at our office), to enable their bids to be considered for evaluation. EMD has to be submitted in an envelope and sent on or before date of opening the tender to Mr. Ashwin Rao C, Sr. Manager, Finance, 9th Floor, 'E' Wing, Maker Towers, Cuffe Parade, Mumbai. It should be submitted and scanned copy uploaded along with bid.

No interest shall be paid by the Owner on the earnest money deposited by the tenderer. The earnest money of the unsuccessful tenderer will be refunded. Tenderers can witness the tender opening on the E-Procurement portal.

- 11. You are invited to submit your offer in the bid for **PROVIDING MANPOWER ON TEMPORARY BASIS FOR FINANCE SUPPORT SERVICES IN BPRL MUMBAI as per BPRL specifications,** on the terms and conditions contained in this tender document.
- 12. Bids/instruments submitted after the due date and time of closing of tender or not in the prescribed format will be rejected. BPRL does not take any responsibility for any delay in submission of bid due to connectivity problem or non-availability of site and/ or other documents to be submitted in physical form due to postal delay. No claims on this account shall be entertained.
- 13. The online bidding process is available in the E-Procurement website. For further guidance and help you may contact E-Procurement Technologies Ltd representative in CPO (M), Sewree, 'A' Installation, Sewree- Fort road, Sewree (East), Mumbai- 400015, Mr. Shyam or Mr. Satya: (022) 24176419. Alternately, additional contact numbers are available in the E-Procurement website https://bpcleproc.in.
- 14. For clarifications, if any, please feel free to send mail to the undersigned on any working day before the closing date of the tender.

Email: ashwin.rao@bharatpetroresources.in



REQUEST FOR QUOTATION CRFQ -1000256587

Annexure II - Instructions to Tenderers

- Competitive offers are invited from selected parties for PROVIDING MANPOWER ON TEMPORARY BASIS FOR FINANCE SUPPORT SERVICES IN MUMBAI. Detailed technical specifications, quantities etc. have been provided in this tender document.
- Tenderers are requested to carefully study all the documents/ annexures, and understand the terms and conditions, specifications, etc., before quoting their rates. In case of doubt, written/ e-mail clarifications should be obtained, but this shall not be a justification for late submission of the bid or request for extension of due date. Offers should strictly be in accordance with the tender terms and conditions and our specifications.
- 3. Evaluation shall be done on overall lowest quote basis.
- 4. All the supporting documents viz. Self declaration on Holiday listing submitted by the tenderers should be legible, signed, stamped and attested by the authorized signatory as specified below in clause 5.
- 5. The **authorized signatory** shall be :
 - a) Proprietor in case of proprietary concern.
 - b) Authorised partners in case of partnership firm.
 - c) Director, in case of a limited Company, duly authorized by its board of directors to sign.
- 6. If for any reason, the proprietor or the authorised partner or director, as the case may be, are unable to sign the document, the said document should be signed by the constituted attorney having full authority to sign the tender document and copy of such authority letter as also the power of attorney, duly signed in the presence of a Notary public should be submitted along with the bid.
- 7. Bids submitted after the due date and time and those not in the format or not in conformity with the prescribed terms and conditions or specifications shall be summarily rejected and no further correspondence/ enquiries shall be entertained on the issue. No responsibility shall be taken by the Corporation for bids not submitted in time and/or the instruments received late due to postal delay and no claims on this account shall be entertained.



- 8. The offer submitted by the tenderer shall be valid for acceptance for a period of 180 days from the date of closing of the tender. In case of successful tenderers, the finalised rate shall remain valid till conclusion of the contract in all respects.
- 9. The successful tenderer/s shall be required to submit physical hard copies of the entire tender document and all the supporting documents submitted online on the portal, signed and stamped on all pages, at the time of award of the job.
- 10. It shall be understood that every endeavor has been made to avoid errors which can materially affect the basis of the tender and the successful Tenderer shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
- 11. Courts in the city of Mumbai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this tender either before or after or during finalisation of the tender.

12. Definitions

"Client" is referred to as Bharat PetroResources Limited.

"Affiliate" shall mean with respect to any person, any other person directly or indirectly Controlling, Controlled by, or under direct, indirect or common Control with, such person. For the purposes of this definition of "Affiliate", "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by any person by virtue of the latter person controlling the composition of the board of directors or managers or owning or controlling percentage of the voting securities or interests of such person or otherwise.

"Associates" shall mean Employees of the tenderer who are deputed at the offices / locations of **the Client** for providing the agreed services.

"COST OF SERVICES" shall mean the amount to be paid to the tenderer by **the Client** as a reimbursement for the salaries for providing the services to **the Client** and also all amounts payable on the behalf of such Associates, by way, statutory benefits such as Provident Fund, ESI, Gratuity expenses, Bonus and all periodic labour welfare payments as per applicable laws.

"Services" shall mean all services necessary or required to be rendered by the tenderer to the **Client** to effectively meet the requirements of the **Client**.



"Service Fees" shall mean the amount to be paid to the successful tenderer by the **Client** as a consideration for the Services.

13. List of abbreviations used:

- A) The terms "BPC", "BPRL", The Corporation and the Company in the appropriate context means Bharat Petroleum Corporation Limited or Bharat PetroResources Ltd, the Company registered under Companies Act 1956 and includes its successors and assignees.
- B) The term "PESO" in the appropriate context means Petroleum, Explosive and Safety Organisation.
- C) The term "BIS" in the appropriate context means Bureau of Indian Standards.
- D) The term "OITC" in the appropriate context means Oil Industry Technical Committee.
- E) The term "OMC" in the appropriate context means PSU Oil Marketing Companies viz. M/s Indian Oil Corpn. Ltd, M/s Hindustan Petroleum Corpn. Ltd. etc.
- F) The term "UT" in the appropriate context means Union Territory.
- G) The term "PSU" / "PSU Oil Company" in the appropriate context means Public Sector Undertaking Oil Marketing Companies.
- H) The term "PSE" in the appropriate context means Central Public Sector Enterprise.
- I) The term "LOI" in the appropriate context means Letter of Intent.
- J) The term "PO" in the appropriate context means Purchase Order.
- K) The term "PR" in the appropriate context means Price Reduction.
- L) The term "VAT" in the appropriate context means Value Added Tax.
- M) The term "ITC" in the appropriate context means Input Tax Credit.



REQUEST FOR QUOTATION CRFQ -1000256587 Annexure III - SCOPE OF WORK /TERMS AND CONDITIONS

A. WORK DETAILS:

TENDERER SCOPE OF WORK AND OTHER REQUIREMENTS:

Successful Tenderer will be required to **PROVIDING MANPOWER ON TEMPORARY BASIS FOR FINANCE SUPPORT SERVICES IN BPRL MUMBAI** whose profile and scope of work will be as follows:

Profile of Finance support staff:

The profile of the finance support services would be as under:

- 1. Minimum CA Inter/PE-II/PCC or such other equivalent qualification offered by Institute of Chartered Accountants of India (ICAI) with 3 year experience (including article ship) or M.Com from reputed Institution having three years work experience. CA Inter candidates will be given first preference over M.Com candidates.
- 2. Candidate should be proficient in Computers with good working knowledge of MS Word, MS Excel and MS Powerpoint and Accounting software such as Tally.
- 3. Candidate should be physically fit, highly energetic and willing to stay / work in Mumbai and work for extended hours.
- 4. Candidate should have fairly good communication skills (written as well as verbal).
- 5. Candidate should be proficient in English and Hindi Language.
- 6. Maximum age of the Associate allowable is 30 years.

Scope of work of Finance support staff

The scope of work broadly includes assisting the BPRL Finance team in the following:

- Preparing/managing documentation related to SBLC banks
- Check the correctness of the cash calls.
- Payroll checking/processing.
- Assisting in income tax/ service tax return preparation.
- Assisting in preparation of form 15CB/CA.
- Generating TDS certificates.
- Generation of Form 16
- Assisting in preparation of billing statements and cash call statements of Operatorship blocks.
- Inspection of bills/invoices/tax payments before actual payments.
- Financial evaluation of tenders during BQC stage.



- Generating various ad hoc/on demand data/reports from financial statements.
- Verification of debit notes and billing statements.
- Preparation of closing papers.
- Proper record keeping and documentation.
- Assisting in internal and statutory audits.
- Assisting bank reconciliation.
- Assisting in Finalisation of Accounts

Notwithstanding the above, the Finance support staff will carry out other jobs as deemed fit by BPRL.

Scope of Services

The successful tenderer shall provide the Services through the Associates as per the needs of the **Client** from time to time in the designated area of Mumbai. The successful tenderer shall provide consistent quality services with trained manpower. The **Client** reserves the right to change the Scope of Service ("SOS") at any time during the term of the Contract period.

Operational terms and conditions

- The successful tenderer shall provide the services through the Associates in Mumbai.
 The associate should be present on all working days between 9:00 am to 18:00 hrs for 5
 days per week with 30 minutes lunch break. The BPRL holidays of the particular office of
 posting shall be followed by this staff.
- The Associates may have to work on Saturdays/Holidays depending upon business needs. In this regard, the BPRL management shall assess the business requirement and request the successful tenderer to deploy the required resources on Saturdays/Holidays. In this regard, the decision of the BPRL management shall be final. Timesheet has to be filled for above holiday working and needs to be approved by BPRL authorized personnel.
- For Saturdays/holidays, the payment shall be made as per the man day rate which shall be Rs. 1000 per day per person.
- For Late sitting, rate shall be paid in man-hours. Late sitting rate shall be paid proportionately at the man-day rate. However the same shall be payable only if the resource works for minimum of 2 hours 30 mins beyond office hours. Please note that no extra payment will be done for the resource for late sitting less than 2 hours 30 mins beyond office hours. 1 Manday will be equivalent to 8.5 Man hours.
- The leave request of the resources shall have the consent of BPRL.



Obligations on the part of the Successful Tenderer:

- The Successful Tenderer shall be required to provide CVs of the prospective associates within 7 days of receipt of our call of for such services.
- Based on CV provided, the shortlisted person will be required to appear in person to BPRL office for consideration of final selection.
- If there is delay in providing CVs beyond 7 days from date of receipt of indent for manpower, Company reserves the right to recover liquidated damages (LD) @ 0.5% per week of CTC per Finance support staff requested, from the successful Tenderer.
- The CTC indicated by BPRL will be inclusive of all statutory payments like PF, ESI, Leave Salary, Bonus etc. The successful Tenderer is expected to pay as per CTC and maintain Associates' Payroll, Extension of period and Termination.
- The Associates engaged by the successful Tenderer for rendering the services shall be employees of the successful Tenderer, who shall be solely liable and responsible for timely payments of all dues to such Associates such as salaries, wages and other dues.

Right to Reject:

BPRL would reserve the right to accept or reject any proposal without assigning any reason whatsoever. In the matter of interpretation of these qualification criteria or any other matter related to this proposal, BPRL's decision shall be final. Needless to mention, any material misrepresentation in the proposal will result in immediate disqualification and no communication whatsoever in this regard will be entertained.

Other terms and conditions

The successful tenderer shall ensure the following:

- The successful tenderer shall not do or cause to be done any act whereby or by reason
 whereof the reputation and goodwill of the client is adversely affected in any manner
 whatsoever.
- The successful tenderer shall develop its own network and arrangements and recruit Associates for providing Services as required by the client.
- The successful tenderer shall at all times, employ number of competent, qualified and experienced Associates as required by the Client to carry out the Services. If required by the Client, the successful tenderer shall provide resumes and such other details of its Associates to the Client.



- Subject to the notice period of 7 days, the Client shall be entitled to require the successful tenderer to remove any Associate from the team of Associates providing Services, if in the reasonable opinion of the Client, such Associate is not suitable.
- The **Client** shall by giving 7 days notice at its own discretion, require the **successful tenderer** to curtail or increase the number of persons providing services.
- All persons employed by the successful tenderer for rendering the Services hereunder shall be employees of the successful tenderer who shall be solely liable and responsible for timely payments of all dues to such employees, such as salaries, wages and other dues.
- All Associates engaged in providing services under the Contract period, will be the employees of the successful tenderer and they shall not be deemed to be employees of the Client.
- The successful tenderer shall promptly pay all undisputed claims, dues salaries, statutory compliances and wages of all its Associates providing Service under the Contract period. The Client shall have the right to require the successful tenderer to submit satisfactory evidence of payment of dues salaries and wages.
- The successful tenderer shall be liable and responsible for meeting all liabilities to the Associates for providing Services hereunder and meet such liabilities in a timely manner in compliance with all the applicable laws.
- The **Client** shall not be liable for any payments, dues, wages and salaries of the Associates.
- Associates shall enter the Client premises only when specifically instructed to do so.
 Associates of the successful tenderer shall not cause any nuisance in the Client, premises or inconvenience any other person thereat.

Support and Office Material

The **Client** will provide the material to Associates of the **successful tenderer** to be used for delivering the services to the **Client**. Associates shall use such material solely for the purpose of rendering Services hereunder in accordance with instructions of the **Client** and for no other purpose. Upon expiry or termination of this Agreement, **The successful tenderer** shall instruct the Associates to make necessary arrangement prompt return of such material by Associate or deal with all such material in accordance with the instructions from the **Client**.

B. CTC OF Finance ASSOCIATES

CTC to be paid to Finance support staff will be Rs. 25,000 to 30,000/- per month per person. (Basic + HRA + Bonus + Medical Reimbursement + Employer's PF + Insurance + LTA + Gratuity).



The CTC paid by BPRL will be inclusive of all statutory payments like PF, ESI, Leave Salary, Bonus etc. The vendor will pay as per CTC and maintain Associates' Payroll, Extension of period and Termination.

C. FILLING OF QUOTATION

Though the CTC has been decided by us, the Quotations shall be given by the agencies on following basis:

- I. The One Time Fee for placement of two Associates: @ Rs./- for **PROVIDING MANPOWER ON TEMPORARY BASIS FOR FINANCE SUPPORT SERVICES IN BPRL MUMBAI**. If a selected associate leaves the temporary assignment within 180 days, free replacement will have to be arranged by the successful tenderer. It is also clarified that the Onetime fee for placement of two associates will be paid only on the selection of candidate by the client and not on the reference / resume provided of the candidates who have not been selected.
- II. Service Charges for two Associates (Mark up fees): @ Per Month shall be paid to Successful Tenderer by BPRL for providing two associate. It is, however, clarified that no service charges shall be payable to the Successful Tenderer on expenses incurred by temporary staff towards their job related travel, lodging, boarding, telephone expenses, etc.
- III. Tenderer has to quote monthly CTC per person within the range of Rs. 25,000/ to 30,000/(Basic + HRA + Bonus + Medical Reimbursement + Employer's PF + Insurance + LTA + Gratuity).

D. PAYMENT TERMS

All payments made to Successful Tenderer shall be subject to all statutory deductions as applicable under the law.

The invoice for the CTC, One time recruitment fees and service fees plus Service Tax as applicable shall be raised by the Successful Tenderer by end of the month, the payment of which shall be made by BPRL within 30 days, subject to invoice being correct and complete in all respects. The payment terms will be **pay and collect** basis.

The payment will be made on a Pro rata basis as per the presence/ attendance of the associate.



E. PERIOD OF CONTRACT:

Agreement will be valid for a period of Twelve months from the date of award of the contract and can be extended for another 12 months based on mutual agreement on the same terms and condition.

Call off will be issued for each associate.

Payment shall be made on monthly basis based on satisfactory completion of the job.

F. RATES AND PRICES:

The rates will be firm and all inclusive of all applicable taxes for the entire period of the contract. However Service tax shall be payable extra as applicable.

No advance payment shall be made.

G. SECURITY DEPOSIT:

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

H. CO-ORDINATION:

During the tenure of the contract, the Successful Tenderer has to co-ordinate the work with other agencies working inside or outside BPRL. Also in case of emergency or major problems the Successful Tenderer has to provide complete support and assistance to other agencies.

I. INDEMNITIES

The successful tenderer agrees to only indemnify the **Client** for payment of all statutory dues and employee benefits of the Associates.



For the purposes of "The successful tenderer" shall include the successful tenderer and its Associeates, officers, employees, agents, representatives, consultants, and/or other authorized persons.

J. CONFIDENTIALITY

The successful tenderer shall hold all information, data, material, instructions, communications, the terms and conditions of business as strictly confidential, whether received in writing or oral form, from the Client by the successful tenderer. The breach of this clause shall be construed as a material breach and the Client may terminate this Agreement forthwith in case of breach on the part of the successful tenderer. The Parties also agree:

- (i) to maintain and use the confidential information only for the purposes of this Agreement and only as permitted herein;
- (ii) to only make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
- (iii) to restrict access and disclosure of confidential information to such of their employees, agents, and third parties on a "need to know" basis, and upon the execution of a written undertaking from such employees, agents, and third parties to maintain confidentiality of the confidential information disclosed to them in accordance with this Clause 8; and
- (iv) to treat confidential information as confidential for a period of five (5) years from the date of receipt. In the event of earlier termination of this Agreement, the Parties hereby agree to maintain the confidentiality of the Confidential information for a further period of three (3) years from the date of such termination.

The successful tenderer agrees that any of the Client technical or business information that the successful tenderer's employees other than Associates or agents acquire while on the Client's premises, or through access to the Client's computer systems or databases while on or off the Client premises, shall be deemed Confidential information, except the information provided to the Associates to perform services at the Client's premises

All information provided by the **Client** to the **successful tenderer** shall, at all times, remain the sole and exclusive property of the **Client**. Upon termination/expiry of this Agreement, confidential information shall be returned to the **Client** or destroyed in accordance with the



instructions of the **Client** and evidence of such destruction provided to the **Client** to its reasonable satisfaction. The **Client**. may at its sole option, witness the destruction.

K. ASSIGNMENT

The successful tenderer shall not assign or sub-contract this Agreement in whole or in part to any third party, without the prior written consent of the Client.

The **Client** may at its sole discretion, assign this Agreement, and the rights and obligations to an Affiliate of the **Client** with the prior written consent of the **successful tenderer**.

L. TERMINATION

The **Client** may at any time terminate this Agreement by giving thirty (30) days notice, or in lieu thereof pay one months Service Fee to the successful tenderer; or

The **Client** shall be entitled to forthwith terminate this Agreement by a notice in writing upon the occurrence of the following events:

- a) Insolvency of the successful tenderer; or
- b) The successful tenderer ceasing to function as a concern.; or
- c) The successful tenderer being declared bankrupt in liquidation, whether compulsory or voluntarily; or
- d) Any change in the ownership or control of the successful tenderer; or
- e) Any breach by the successful tenderer of any obligations under this Agreement; or
- f) Any act or omission by the successful tenderer or any employee of the successful tenderer other than the Associate which in the reasonable opinion of the Client, has the effect of causing any adverse effect to the goodwill or reputation of the Client.

In the event of a termination the **Client** shall pay the **successful tenderer** as full compensation all undisputed amounts due and not previously paid to the **successful tenderer** for Services rendered in accordance with the terms of the Agreement, the Cost of Service as defined and the Actual Expenses that are incurred by the Associates, prior to such Notice, and for Services thereafter rendered as specified in such Notice.

On termination or expiry of this Agreement the successful tenderer shall immediately return to the **Client** all technical and business documentation or information and advertisement material other than such info/documents given to the Associates by the Client and destroy all unused stationery.



Each party shall abide by and uphold all rights and obligations accrued or existing as on the terminating date.

M. Statutory registration numbers:

Successful Tenderer needs to furnish their PF, Service Tax no. etc.

N. SUCCESSFUL TENDERER'S RESPONSIBILITY ON STATUTORY OBLIGATIONS:

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

The successful Tenderer shall ensure compliance of provisions of all Central/State labour laws applicable from time to time. In case of any liability incurred by Company (BPRL) on account of non compliance/violation of labour laws, an equivalent amount along with Fine shall be recovered from any dues payable to the successful Tenderer.

The successful Tenderer should ensure Compliance of all Labour Laws.

[1] Provident Fund

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

[2] **ESIC**

If applicable, the successful Tenderer shall comply with The Employees State Insurance Act, 1948 and shall deposit the monthly employee's and employer's contributions in the prescribed account number within specified time. In case of non applicability of the provisions of ESIC Act, the successful Tenderer shall comply with the provisions of The Workmen Compensation Act, 1923 and shall cover all his workmen deployed at company's premises under Group Personal Accident Insurance Scheme.



[3] Labour Licence

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

[4] Muster/Registers:

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

The Successful Tenderer is also required to submit the list of associates with their complete address/ photo etc. for our records.

[5] Wages

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



[6] Identity Badges

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

[7] Discipline

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

Under any circumstances, the Successful Tenderer or staff deputed by the Successful Tenderer will not be liable to seek any permanent employment with the Company (BPRL) and the Tenderer will keep the Company indemnified against loss or any damage to the Company property during the course of the contract.

[9] Taxes, Etc.

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

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



ANNEXURE IV

Instructions to tenderers on uploading the supporting documents in support of the Price bid

EMD DETAILS (AS APPLICABLE)

Scan the document / supporting document and upload it on the E-Procurement portal.

DECLARATION BY BIDDERS REGARDING HOLIDAY LISTING STATUS

The bidder should submit a declaration (as per Annexure-VI) to the effect that they are not blacklisted/ barred/ holiday listed/banned by any Indian PSU / Any Indian Government Department or organization.



ANNEXURE — V

PROVIDING MANPOWER ON TEMPORARY BASIS FOR FINANCE SUPPORT SERVICES (as per Scope and Terms & Conditions of the tender)

S.No	Description of Items	QTY	UOM	RATE
1	One Time Fee for Placement of 2 Associates	1	Lumpsum	
2	Monthly Charges per Person per Month	24	Each	
	(Monthly Charges should be in range of Rs 25,000 to			\times
	30,000 per person per month)			
2	Monthly Service Charges for 2 Associates	12	Months	

Service Tax would be paid extra as applicable.



ANNEXURE- VI

PROFORMA OF UNDERTAKING (for Non - Blacklisting)

To,	Date:
Bharat PetroResources Ltd.	
9th Floor, E Wing, Maker Tower,	
Cuffe Parade, Mumbai-400005	
Sub: Declaration for not being blacklisted	
We herewith declare that we are not blacklisted/ba/Any Indian Government Department or organizat	
At a later date, if it is found by BPRL that we have liable to be rejected.	e submitted false declaration, our offer will be
For(Sign and Stamp)	