



Tender Documents For Machining works in Feeder Department on Contract basis

**BHARAT PUMPS & COMPRESSORS LIMITED
(A GOVT. OF INDIA ENTERPRISE)
NAINI, ALLAHABAD-211010**

Tender Documents

BPCL, NAINI, ALLAHABAD

TENDER ENQUIRY NO. : BPC/PCP/WORKS CONTRACT/MACHINING WORK/2018-19/01

DATE : 11.6.2018

DETAILS OF TENDER DOCUMENT

1. **Nature of work :**
 - Machining of Components various conventional machine listed below.
 - Centre lathe, Drilling machine, Milling machine including Key Way Milling, Horizontal Boring Machine, Vertical turning Lathe/Boring Machine
2. The tender document has been detailed as follows :
 - a) Notice Inviting Tender (Annexure –A)
 - b) Work Specifications (Annexure-B)
 - c) Qualifying Requirements (Annexure-C)
 - d) Instruction to Tenderers (Annexure-D)
 - e) Tender Evaluation Criteria (Annexure-E)
 - f) Contractor’s obligations (Annexure-F)
 - g) General Terms and Conditions (Annexure-G)
 - h) Technical Bid Application (Annexure-H)
 - i) Price Bid (Annexure-I)
 - j) Contractor declaration Certificate (Annexure-J)
 - k) Indemnity Bond Format, to be executed by successful bidder at the time of signing of contract agreement. (Annexure-K)
 - l) Check List (Annexure-L : **must be submitted alongwith Technical bid**)
 - m) Enclosures (I to VIII)

The duly filled in Technical Bid Application, Price bid Contractor declaration Certificate and Indemnity Bond, Check List (Annexure H, I, J, K & L) along with the instructions to the tenders, Contractor’s Obligations, General Terms and Conditions **with the signature and seal of the tenderer on all the pages and complete in all respects super scribed as “Quotation for Tender No.:**

BPC/PCP/WORKS CONTRACT/MACHINING WORK/2018-19/01,11.6.2018

should reach us in a sealed cover on or before **26.6.2018 (14:00 hours)** through Registered /Speed Post & Courier addressed to Dy.Gen Manager (Works) on below address or the same may be dropped in the tender box available at the following address :

Tender Box

MPX Deptt.

Bharat Pumps & Compressors Ltd.

Naini, Allahabad – 211010

NOTE : Dropping of tender in the Tender Box within schedule time and date is the responsibility of the bidder.

BPCL, NAINI, ALLAHABAD

**TENDER ENQUIRY NO. : BPC/PCP/WORKS CONTRACT/MACHINING WORK/2018-19/01
11.6.2018**

NOTE : CONTRACTORS SHOULD SUBMIT THREE SEPARATE SEALED ENVELOPES AS FOLLOWS :

ENVELOPE A-EMD, CHECK LIST & TECHNICAL BID, SUPER SCRIBED AS
TECHNICAL BID WITH TENDER ENQUIRY NO.

ENVELOPE B – PRICE BID 683 (5 SCRIBED AS PRICE BID WITH TENDER ENQUIRY NO.

ENVELOPE C- PACKET CONTAINING ENVELOPE A & ENVELOPE B, SUPER SCRIBED
AS TECHNICAL BID & PRICE BID TENDER ENQUIRY NO.

IN CASE THE TECHNICAL BID & PRICE BID ARE FOUND IN ONE SINGLE ENVELOPE
THEN THE “BID” IS LIABLE TO BE REJECTED.

INDEX OF TENDER DOCUMENTS

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BPCL – NAINI, ALLAHABAD

NOTICE INVITING TENDER

**TENDER ENQUIRY NO. : BPC/FDR/WORKS CONTRACT/MACHINING WORK/2018-19/01
Date-11.6.2018**

Sealed tenders are invited in two bid system (Technical bid & Price bid) from the experienced and registered Firms/society and having a valid license for supply of Semi-Skilled labours.

- Machining of Components in various conventional machine listed below.
- Centre lathe, Drilling machine, Milling machine including Key Way Milling, Slotting machine, Horizontal Boring Machine, Vertical turning Lathe/Boring Machine

- 1A Minimum qualification : ITI Course Certificate
2. Total No of Machines :
3. Tender Evaluation Criteria : As per Annexure-E
4. Duration of the Contract : One year from the date of commencement
Of contract
5. Other specific requirements : As per Tender
- 6 Obtaining of Tender Documents : From 11.6.18 To 25.6.2018 up to 2:00 PM from
Feeder Department or Down Loading from our
website **www.bharatpumps.co.in**
7. Last date of submission of offer/ : 26.6.2018 up to 2:00 PM/
Date of opening of Technical Bid : 15:00 hours on 28.6.2018
& EMD
8. Address for receipt/issue of : Dy. Gen Manager (Works)
Tender Documents **Bharat Pumps & Compressors Limited**
Naini, Allahabad-211010
9. Earnest Money Deposit : Rs. 50000.00 (Rupees Fifty
Thousand Only)
- a. EMD Rs. 50000.00 (Rupees Fifty thousand
Only) is to be submitted along with
offer and is to be remitted in Cash (as permissible
under Income Tax Act), Pay order or Demand Draft
only, in favour of BPCL, NAINI, ALLAHABAD
- b. EMD shall not carry any interest.
- c. OFFER WITHOUT THE EMD WILL NOT BE
ENTERTAINED IN NO CASE.

- d. In normal case EMD submitted by unsuccessful tenderers shall be refunded after fifteen days of awarding of contract to the successful tenderer.
- 9A. Forfeit of EMD :
- i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
 - ii) If the tenderer fails to deposit the amount of security within seven days from the date of Letter of Intent (LOI).
10. Cost of Tender Document :
- Rs.500/- (Inclusive of Tax/Duty as applicable) Interested contractors may obtain the tender documents from Feeder Department on cash payment of Rs. 500/- from BPCL, NAINI, ALLAHABAD or interested contractor can also **download the tender document from our Company's website i.e. www.bharatpumps.co.in and submit the same alongwith Demand Draft of 500/- in favour of BPCL, Naini, Allahabad alongwith technical bid.**
11. Security Deposit :
- Security Deposit of 10% of the work order value is to be deposited by the successful tenderer. The security deposit should be deposited within seven days from the date of issue of Letter of Intent (LOI).
- a. Security Deposit may be furnished in any one of the following forms :
 - o Pay Order, Demand Draft in favour of BPCL, Naini, Allahabad.
 - o Local cheques of scheduled banks, subject to realization.
 - o EMD of the successful tenderer will be converted and adjusted as security deposit.
 - o The security deposit shall not carry any interest.
 - c. Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.

NOTE :

THE CONTRACTORS MAY PHYSICALLY VISIT THE WORK PLACE BEFORE QUOTING THEIR RATES, THEY MAY ALSO VISIT OUR WEBSITE www.bharatpumps.co.in FOR OTHER RELEVANT DETAILS.

I/We agree with the above

Signature of Contractor with Seal.

Work Specification

Skilled workers are required for carrying out machining works in various conventional machine of PCP works as listed below .

1	Machining work on Centre lathe, capstan lathe Machine Capacity-Swing upto 340mmX3000mm Shall include Turret 7B, 9C, 9C-30
2	Machining work on Centre lathe swing 450mm to 660mmx3000mm
3	Machining work on Drilling machine DR60,62,63,65
4	Machining work on Drilling machine DR 8,DR-10,DR-100
5	Machining work on Milling Machine FN2,FN2H,FN2V,EM3U
6	Machining work on Key Way Milling Mac
7	Machining work on Plano Milling Maching
8	Machining work on Slotting Machine
9	Machining work on Vertical Turning Lathe VTL 36,VTL100,VTL 46,VTL 120,CVT150
10	Machining work on Vertical Boring Machine CVT 150,BV 25
11	Machining work on Horizontal Boring Machine Table Type BH-100,CBH-100,AZ-11,BFT,WHN-13
12	Machining work on Horizontal Boring Machine Floor Borer WD-160, SACEM

TENDER ENQUIRY NO. : BPC/PCP/WORKS CONTRACT/MACHINING WORK/2018-19/01, 11.6.2018

QUALIFYING REQUIREMENTS

1. Bidders have to provide skilled workers for machining works in their own supervision and quote for the all type of machine as per tender documents. Part quoting shall not be acceptable in any case and will lead to disqualification of the bid. The lowest bidder shall be decided on overall lowest basis
2. Experience of having successfully completed similar works during last 3 years.
3. Turnover of Contractor shall have minimum 50% of annual contract price.
4. **Documentary proof** (Execution Certificate) for the experience to be submitted along with Technical Bid. Incase of experience in Private Sector relevant TDS Certificate must be attached as evidence.
5. Contractor Declaration Certificate (as per Annexure-J) that he is not blacklisted/banned/delisted from Govt./PSU/BPCL on the date of tender.

I/We agree with the above

Signature of Contractor with Seal

TENDER ENQUIRY NO. : BPC/PCP/WORKS CONTRACT/MACHINING WORK/2018-19/01, 11.6.2018

INSTRUCTIONS TO TENDERERS

Tender shall be quoted in two part Bid System (Technical Bid & Price Bid).

The tender is to be processed in two parts viz.1) Technical bid (2) Price bid.

1. **Technical Bid Application, Contractor declaration Certificate & Check List (Annexure H, VI, J & L Separately) along with the instructions to the tenders (Annexure D), Contractor's Obligations (Annexure F), General Terms and Conditions (Annexure G) with the signature and seal of the tenderer on all the pages and complete in all respects must be submitted in one sealed envelope super scribed as "TECHNICAL BID FOR TENDER NO.**

.....". The Contractor should submit the EMD as required and already specified in Clause No 11 of Annexure A as specified above, in original. The contractor should also attach separate demand draft of Rs. 500/- in favour of BPCL, Naini, Allahabad, alongwith technical bid against cost of tender document, if downloaded from Company's website.

2. **The second envelope duly sealed should contain the price bid (Annexure-I) only super scribed as "PRICE BID FOR TENDER NO. Any other enclosures, which the tenderer wishes to submit, must be enclosed with the Technical bid only not in the Price bid. (The Price bid envelope should contain the rates only).**

Offers not in line with the above procedure or quoted in any other format is liable to be rejected.

3. All the above two envelope (Technical bid & Price bid) sealed in another envelope marked as Envelope C and super scribed as "BID FOR TENDER ENQUIRY NO. DUE DATE OF OPENING....."
4. The same should be dropped in the tender box kept in the MPX DEPARTMENT, Administrative Building, BPCL, NAINI, ALLAHABAD, within the specified date and time by the representative of the tenderer.
5. All tenderers can witness the opening of the Technical Bid. After evaluation of the Technical Bid which may involve visit to the tenderer's /clients place by authorized officials, price bids of only those tenderers who are found technically suitable will be opened on a subsequent date . Those Contractors whose technical bid has been accepted shall be informed the date and time of opening of tender.
6. All entries in the tender document should be preferably in one ink. Corrections, over writing, cuttings, etc. may not be permitted. Such correction, over writing, cutting if any shall be counter signed by the tenderer. All the columns in the tender form should be filled without leaving blank in any page of the tender and all the pages must be duly signed & stamped by the tenderer before submission.
7. The price should be quoted in figures as well as in words. In case of anomaly the price in words will prevail. Price quoted in Price Bid shall be inclusive of all taxes & duties.
However service Tax shall be payable extra as applicable.
8. The rate quoted will be firm for the period of one year contract. Offer must have validity of 03 months from the date of tender opening.

9. The contract will commence on the date as applicable against the contract and shall be valid as per the validity period of the contract. The contract can be extended further on mutually agreed terms and conditions.

I/We agree with the above

Signature of Contractor with Seal

NOTE (A) CONDITIONS FOR PRICE BID ANNEXURE "I" ENQUIRY NO.

**BPCL – NAINI, ALLAHABAD
TENDER ENQUIRY NO. : BPC/PCP/WORKS CONTRACT/MACHINING WORK/2018-
19/01, 11.06.2018**

TENDER EVALUATION CRITERIA

The evaluation of the Tender will be carried out as follows:

1. BPCL Officials may visit the tenderer's office & their client's place to evaluate the capability and assess their performance.
2. Successful technical bid qualified tenderers after the above process only will be invited for opening of the price bid.
3. The contract shall be awarded to a single party on over all L-1 basis of service charges. Service charges includes payment for all statutory dues (refer Annexure – G, clause 3.7). The quoted service charges shall be valid for one year period of contract.

I/We agree with the above.

Signature of Contractor with Seal.

BPCL – NAINI, ALLAHABAD

TENDER ENQUIRY NO. : BPC/PCP/WORKS CONTRACT/MACHINING WORK/2018-19/01, 11.06.2018

CONTRACTOR’S OBLIGATIONS

CONTRACTUAL :

Towards selection, control and supervision of their labourers.

- a) Contractor **shall be responsible for providing skilled and qualified workers for carrying out machining works in their own supervision.** Normal working time per shift/per day is 8 hours. BPCL operates in three shifts. The persons deployed by the contractor may be required to work in any shift as per instruction of concerned department/BPCL. Labourers have to report in time as per shift working hours. Workers shall not be allowed to enter to work place beyond 10 minutes late. Workers may be required to stay beyond normal working hours in case of emergent work/ exigency of works
- b) Contractor to ensure that the labourers deployed in the premises of BPCL are **physically and mentally fit and do not have any criminal record.** Such employees should **possess requisite skill, proficiency, qualification, experience etc. acceptable to concerned department.**
- c) Contractor to **maintain appropriate records of his labourers** deployed to carry out the job (s). He should maintain unique labour number for his labourers. Contractor shall maintain neatly written, complete and legible registers, records, reports and returns for inspection by various authorities.
- d) Contractor shall ensure Personal Accident Insurance Policy of Contract Workers from (Govt. under taking Company) at his own cost. This policy should take care of all liabilities of the contractor under employee’s Compensation Act.
- e) Contractor **will be liable for any pilferage/loss to BPCL** due to acts of omission and commission by his labourers.
- f) The contractor has to provide to his workers two sets of uniform (As approved by BPCL) shoes & uniform stitching charges within two months after awarding the contract. The uniform shall be kept in neat, tidy and wearable condition.
- g) Contractor to ensure that **all precautions are taken for safety** of his labourers and equipments.
- h) In the event of termination of contract for any reason whatsoever, the **contractor shall withdraw all his labourers** from the establishment of BPCL. In case contractor decides to terminate services of his labourers, he **should settle all terminal dues required within a month.**

- i) Contractor shall within 5 days of commencement/completion of work order submit Form VI-A (enclosure-V) (**Notice of commencement/completion of contract work**) as per **CL (R&A) Act to statutory authority and copy** to BPCL. The first & final bill shall be processed only on clearance regarding submission of Form VI-A (enclosure-V) & VI-B (enclosure-VI) by contractor.
- j) The rest room facility, first-aid facility, fresh drinking water and washing facility, urinal and latrine facility as per the contract labour (Regulation & Abolition) Act 1970 are available with principal employer. The available Canteen facility to labours shall be provided on full charges basis (charges to be decided from time to time).
- k) The contractor shall hold and submit a copy of the license obtained as per the format FORM –VI prescribed under rule 25 of contract labour (Regulation and Abolition) Central Rules 1971.
- l) Contractor will make all the payments to the labourers in time preferably through bank in their respective Banks accounts.

Towards statutory liability

- a) Contractor shall comply with all terms and conditions mentioned in Annexure ‘G’ of this tender document.
- b) Contractor shall indemnify BPCL against all claims by statutory authorities and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him (as per Annexure-K enclosed).
- c) Contractor shall be responsible for making payment of wages before expiry of 7 days for the last day of wage period (wage period shall be from 1st days of the month to the last date of the month) and to ensure disbursement of wages in the presence of the authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- d) Contractor should obtain license under the provisions of CL (R & A) Act.
- e) Contractor to arrange his own finance for carrying out the job of providing man power services.

I/We agree with the above.

Signature of Contractor with Seal

BPCL – NAINI, ALLAHABAD

TENDER ENQUIRY NO. : BPC/PCP/WORKS CONTRACT/MACHINING WORK/2018-19/01, 11.06.2018

GENERAL TERMS & CONDITIONS FOR CONTRACTORS

1. LABOUR LICENCE AND OTHER REQUIREMENTS :-

1.0 Contractor should obtain Labour license, from the Appropriate Government (Central Govt.) for carrying out the various activities mentioned in the tender document.

1.1 The contractor shall adequate number of workers for carrying out machining works

2. APPOINTMENT AND ENTRY IN FACTORY PREMISES :-

2.1 The contractor shall submit the following to HR, contracting department and SECURITY.

(a) The details of the worker proposed to be deployed in enclosure-I.

(b) Contractor to note that the workers who were identified with misconduct/indiscipline activities in past shall not be deputed for work and shall not be allowed in any circumstances.

(c) The contractor will ensure police verification of the workers engaged.

(d) Copy of employment card issued by contractor to his own worker in enclosure-II. The contractor will ensure allocation of unique employee number for each worker which shall not be transferable.

2.2 The contractor shall issue photo identity card for entry of workers in the company (counter signed by Head of HR department). Workers has to carry this identity card for verification and permission by security at the time of entry & exit at main gate.

2.3 The contractor shall maintain a register of persons employed by him in the format prescribed under Rule 75 of Contract Labour (R &A) Central Rules. A copy of this format is attached as enclosure-III.

2.4 BASIS OF PAYMENT TO CONTRACTOR

1. Payments will be made to the contractor on the basis of completed work and Tax Invoice submitted by contractor or his authorized representative.
2. All payments will be subject to deduction of Income Tax at source as per Income Tax as per the applicable Rules.

3. BILLS PAYMENT, ATTENDANCE AND PAYMENT OF WAGES :-

- 3.1 The contractor shall pay minimum wages as applicable, under minimum wages act 1948.
- 3.2 The contractor shall submit bills to the contracting department on or before 7th of each month.
- 3.3 The contractor bills should be accompanied with the following :
 - a) The contractor should maintain attendance register by recording daily attendance of the workers deploy by him.
 - b) Statement of Minimum Wages of labours deployed by him under the Service contract, PF/ESI No., statutory deductions etc. in the format as in **enclosure-IV** to these terms and conditions.
- c) Deposit of PF, ESI, Service Tax etc. with appropriate authority.
- 3.4 Finance department shall, on satisfactory compliance and after deduction of TDS will make payment to the contractor within 10 (TEN) days of submission of bill by the contractor.
- 3.6 The contractor shall issue pay slips to his workers, for the month or part thereof deployed for undertaking activities under the Service Contract, at least a day prior to disbursement of wages.

3.7 BPCL shall make payment to the contractor as per work contract and completed work. Contractors shall be responsible for Deduction and deposit of PF, ESI with appropriate authority. The payment of all other statutory dues including Bonus, Gratuity, Leave Encashment and Workman's compensation and other expenses like Uniforms, Shoes, preparation of their identity cards will be the sole responsibility of the contractors on his own expense to be covered in quoted service charges and contractor shall abide by the provisions of various labour legislation including weekly off and working hours. The contractor shall pay wages to the labours on or before the 7th of every succeeding month, irrespective of delay of bill by BPC Ltd. for whatever reason. Further the contractor shall ensure compliance of various labour laws/direct and indirect Taxation and other Laws/Enactments as applicable to such type of contract but not limited to the following and their re-enactments/modifications and amendments also:

- i. Contact labour (Regulation & Abolition) Act, 1970
- ii. Employees Provident Fund & Miscellaneous Provisions Act, 1952
- iii. Employees State Insurance Act, 1948
- iv. Factories Act, 1948
- v. Payment of Wages Act, 1936
- vi. Payment of Bonus Act, 1965
- vii. Payment of Gratuity Act, 1972
- viii. Industrial Dispute Act, 1947
- ix. Workmen's Compensation Act, 1923

3.8 If the contractors fail to pay the Bonus and leave encashment to the workers deployed in the Company within the stipulated period then the Company will deduct the amount from the security deposit/bills of the contractor and will pay the Bonus and leave encashment amount to the contract labour(s).

3.9 Contractor will make all the payments to the labourers in time preferably through Bank in their respective Bank Accounts.

4. EMPLOYEES STATE INSURANCE CORPORATION :

4.0 The Contractor should allot ESI account number and get the nomination form, duly filled in, from each labour deployed by him at the time of joining.

4.1 At the time of joining the contractor shall get the self/family registration form filled by the labours and submit to the local ESI office.

4.2 The contractor shall facilitate collection of issued ESI cards by his labours.

4.3 Contractor shall fully comply provisions of various applicable labour laws and all other enactments as applicable for such contracts.

5. MEDICAL CARE IN CASE OF ACCIDENT :

- a) It is the responsibility of the contractor to undertake necessary care and make arrangement for transportation and the treatment of his workers at ESI Hospital in case of emergency.
- b) Contractor shall be responsible for providing his workers benefits of ESI hospital.

6. DISCIPLINE :

- 6.1 The Contractor shall be responsible for the discipline of his workers, deployed under the service contract. In case of any loss to the BPCL, ALLAHABAD on account of indiscipline of contract labour, the loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.
- 6.2 The Contractor shall not employ the workers below 18 years of age and and over 60 years of age.
- 6.3 The contractor, on advice of authorized BPCL, ALLAHABAD official, shall immediately remove the workers indulged in any misconduct/indiscipline activities. Such person shall not be re-employed in BPCL, ALLAHABAD by the contractor without prior permission.

7 INDEMNITY BOND/COMPLIANCE OF LEGAL PROVISION :

- 7.1 BPCL, ALLAHABAD shall not be liable for any compensation whatsoever in the case of accident/injury to the person employed by the contractor in the premises of BPCL, ALLAHABAD. Contractor shall pay all claims/compensation/damages/penalty/fine or any amount payable to the individual/authorities payable due to accident/injury to the person employed by the Contractor.

8 OTHER GENERAL TERMS AND CONDITION :

8.1 Legal compliance :

The contractor will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc. , as provided under the contract labour (Regulation & abolition) Act, 1970.

The contractor shall also be liable to comply with all other Labour and Industrial Laws and such other acts and Statutes (including Factories Act, Payment of Bonus Act, minimum wages Act, etc.). Depositing of ESI, PF contribution as may be applicable is the responsibility of the contractor. For any default in compliance, the contractor shall be held responsible.

- 8.2 The contractor has to provide all amenities required to be provided by them under the contract labour (Regulation & Abolition) Act, 1970, for the benefits of the contract labour engaged by him within the time prescribed. In case the contractor wants to use BPCL's facilities for above purpose, like canteen etc, BPCL, at its sole discretion, may allow the use of such facility at the applicable rate. The Principal Employer is authorized to deduct all expenses incurred by him in providing the amenity under the above said Acts from the running bill/final bill/any amount payable to the Contractor under the Contract or as a debit payable by the Contractor to Principal Employer.
- 8.3 The Contractor shall compensate BPCL for any loss or damage to the plant/property, material of BPCL due to his workmen/representatives negligence or otherwise during execution of work.
- 8.4 In the event of contractor abandoning the work, BPCL shall have a right to get the work done at contractor's risk and cost. BPCL shall have right to terminate the contract at any time without assigning any reason thereof.
- 8.5 Security deposit will be released on successful completion of the contract and compliance of all statutory requirements.

9 CONFIDENTIALITY :

The parties agree & acknowledge that in the course of their discussions and interaction, BPCL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the contractor. Such information shall be considered as confidential. The contractor shall agree to keep it confidential & secret at all times and not to be disclosed directly or indirectly to any party except its employees and authorized labours strictly on a need basis.

9.1 (A) TERMINATION

BPCL reserves the right to terminate contract awarded for any contravention of statutory provision or for any other reasons without assigning any explanation or notice to the contractor.

9.2 (B) SUSPENSION

BPCL reserves the right to suspend performance of any or all of its obligations under the contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Contractor shall thereupon suspend performance of such obligations unit ordered in writing to resume such performance by the same authority that ordered for suspension.

9.3 JURISDICTION:

Any matter of dispute arising out of or in connection with this contract shall be under jurisdiction of ALLAHABAD Court only.

9.4 ARBITRATION :

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Chief Executive Officer – BPCL, NAINI, ALLAHABAD.

The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be at ALLAHABAD in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of ALLAHABAD Court.

The company reserves the right to reject any or all the tenders and can allot the work in part or full to any contractor or may divide the work amongst tenderers without assigning any reason thereof.

I/We agree with above

Signature of Contractor with Seal.

BPCL – NAINI, ALLAHABAD

TENDER ENQUIRY NO. : BPC/PCP/WORKS CONTRACT/MACHINING WORK/2018-19/01, 11.06.2018

DATE :

PROFORMA FOR SUBMITTING TECHNICAL BID FOR -----

1. Name of the Firm : (Essential)
2. Name of the Proprietor/Partners/Directors : (Essential)
3. Address and Contract Numbers : (Essential)
4. Registration Number : (Essential)
Copy of the Certificate : Enclosed / Not Enclosed
5. Labour Licence Number : (Essential)
Copy of the Licence : Enclosed / Not Enclosed
6. PF Code Number : (Essential)
Copy of the Certificate : Enclosed / Not Enclosed
7. ESI Code Number : (Essential)
Copy of the Certificate : Enclosed / Not Enclosed
8. 1. PAN/TAN Number : (Essential)
2. Income Tax return last 03 years : Enclosed / Not Enclosed (Essential)
9. Service Tax Number (PAN Based) : (Essential)
10. VAT/TIN Number : (Essential)
(To be submitted only in case where Enclosed / Not Enclosed
material transaction is involved)
11. Experience Certificate : Enclosed / Not Enclosed (Essential)
12. No. of Workers Including Supervisors on : (Essential)
the rolls of the firm
13. Earnest Money Deposit : Rs. (Essential)
a) DD Number & Date Date
b) Drawn on (Bank)
14. Any other relevant information :

15. Validity of offer : 90 days from the date of tender opening
16. Blank Price Bid format (Annexure-I) : Enclosed / Not Enclosed
(Essential)
17. Conduct & discipline (Character :
Certificate) of the contractor from the
Competent Authority i.e. District
Magistrate.
18. Proof showing atleast one currently valid :
Contract in similar field. (Essential)

We will fulfill all the obligations of the contractor and abide by the Terms & Conditions mentioned in the enquiry.

Signature with Name
& Office Seal

Date :

NOTE TECHNICAL BID AND FINANCIAL BID SHOULD BE SUBMITTED IN
SEPARATE SEALED ENVELOPS IN CASE THE BIDS ARE FOUND IN ONE
SINGLE ENVELOPE THEN THE "BIDS" ARE LIABLE TO BE REJECTED.

PRICE BID

BPCL – NAINI, ALLAHABAD

TENDER ENQUIRY NO : TENDER ENQUIRY NO. : BPC/PCP/WORKS
CONTRACT/MACHINING WORK/2018-19/01, 11.06.2018

BILL OF MATERIAL

SL NO	DESCRIPTION OF WORK	Approximate estimated standard time per month in hours	Machining rate per standard hours	Total Quoted rate per month
(a)	(b)	(c)	(d)	(e)=(c)x(d)
1	Machining work on Centre lathe, capstan lathe Machine Capacity-Swing upto 340mmX3000mm Shall include Turret 7B, 9C, 9C-30			
2	Machining work on Centre lathe swing 450mm to 660mmx3000mm			
3	Machining work on Drilling machine DR60,62,63,65			
4	Machining work on Drilling machine DR 8,DR-10,DR-100			
5	Machining work on Milling Machine FN2,FN2H,FN2V,EM3U			
6	Machining work on Key Way Milling Mac			
7	Machining work on Plano Milling Maching			
8	Machining work on Slotting Machine			
9	Machining work on Vertical Turning Lathe VTL 36,VTL100,VTL 46,VTL 120,CVT150			
10	Machining work on Vertical Boring Machine CVT 150,BV 25			
11	Machining work on Horizontal Boring Machine Table Type BH-100,CBH-100,AZ-11,BFT,WHN-13			
12	Machining work on Horizontal Boring Machine Floor Borer WD-160, SACEM			
Total 1 to 12(in Figure) column e only				
Total 1to12(In words)- (Rupees			Only)	

Terms and condition

Basis of Calculation of Total Standard Time Completed.

- 1 Total Standard time Completed =Set up Time + No. of pieces as per job card x std time as per card**
- 2 Set up time includes issue of tools from Tool crib, study of drawing / job and it is counted one time per batch quantity.**
- 3 Standard time on Job cards are written in minutes. The same will be converted to machining hours. Payment for fraction of hours shall be on pro rata basis.**
- 4 Any dispute in Job time shall be resolved by shop incharge not below the Manager Rank. Agreed time shall be countersigned by TSX deptt Manager.**
- 5 No hand written job card shall be permitted, except for rectification work, assembly shop work and allotted shall time shall be countersigned by TSX deptt Manager.**
- 6 No claim shall be made by contractor for Shortage of material, Power failure, Non availability of tools, Breakdown of machines or any other idle time.**
- 7 No payment shall be made for the job rejected due to operator's error. In case of rejection due to operators fault, recovery from contractor bill shall made as per TSX department estimates including cost of material**
- 8 Operator shall deposit the Job card to Shop at every month end , with recording of his identification.**
- 9 Award of contract shall be strictly on L1 basis for total quoted price 1 to 12.**
- 10 No award of contract if the quoted rate is non workable even in case of L1. The quoted rate must cover all statutory payment to be made to workers and authorities concerned. (PF,ESI,bonus,service tax and other dues).**

Not part of document

Note-Some more point as per BPC incentive scheme will be added in terms and condition of price Bid. File is missing somewhere and it is not traceable at present

CONTRACTOR DECLARATION CERTIFICATE

Certified that we M/s. is not black listed/banned/delisted from Govt./PSU/BPCL on the date of tender.

Signature & Seal of Contractor

(To be notarised on non-judicial stamp paper of Rs. 100/-)

INDEMNITY BOND

This is deed of indemnity made on this day of, 2017 by (Name of the Firm) having its registered office atand represented through (hereinafter called the contractor) in favour of Bharat Pumps & Compressors Limited, having its registered office a Bharat Pumps & Compressors Limited, Mirzapur Road, Naini, Allahabad-211010 (hereinafter referred to as the Principal Employer).

Whereas, the Principal Employer and the Contractor have entered into a Contract No. dated Under which the contractor has agreed to undertake deputation of workers for machining work on the terms & conditions stipulated under the contract and whereas, the Principal Employer has agreed to issue Form-V prescribed under Contract Labours (Regulation and Abolition) Act, 1970 to the Contractor's for the purpose of enabling them to obtain the necessary license on condition that the Contractor should execute the indemnity Bond in favour of the Principal Employer in the manner hereinafter appearing and should also submit the full name and address of persons deployed under said contract only.

NOW THIS DEED WITNESSES AS FOLLOWS :

This is consideration of the Principal Employer issuing the requisite certificate in Form-V prescribed under rules of Contract Labour (Regulation and Abolition) Act, 1970 to the Contractor as and when a request to issue such a certificate is made by the Contractor in relation to the said works, the Contractor hereby agrees as under :

1. That the Contractor undertakes and declares that he will abide by all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, Minimum Wages Act, 1948, Payment of Wages Act, 1936, Factories Act, 1948, Workmen Compensation Act, 1923, Employees Provident Funds and Miscellaneous Provisions Act, 1952, The Payment of Bonus Act, 1965, The Payment of Gratuity Act, 1972, The Employee State Insurance Act, 1948 etc. and all rules framed under the above Acts and further guarantees for the faithful discharge of its duties and liabilities under the above said Acts and rules. Further the Contractor hereby declares and undertakes to indemnify the Principal Employer against any loss, claim, damages, demands or lien caused to the principal employer by any Act or action or omission of the Contractor under the said Contract.
2. **BPCL shall make payment as per Machining rate quoted and work completed during the month. Deposit of PF Contributions and ESI contributions and the payment of all other statutory dues including Bonus, Gratuity, Leave Encashment and Employee's compensation and other expenses like uniforms, shoes, preparation of their identity cards will be the sole responsibility of the contractor on his own expense to be covered in quoted service charges** and contractor shall abide by the provisions of various labour legislation including weekly off and working hours. The contractor shall pay wages to the labours on or before the 7th of every succeeding month, irrespective of delay in payment of bill by BPC Ltd. for whatever reason. Further the contractor shall ensure compliance of various labour laws/direct and indirect Taxation and other Laws/enactments as applicable to such type of contract but not limited to the following and their re-enactments/modifications and amendments also :

- a) Contract labour (Regulation & Abolition) Act 1970
 - b) Employees Provident Fund & Miscellaneous Provisions Act 1952.
 - c) Employees State Insurance Act 1948.
 - d) Factories Act 1948
 - e) Payment of Wages Act 1936
 - f) Payment of Bonus Act 1965
 - g) Payment of Gratuity Act 1972
 - h) Industrial Dispute Act 1947
 - i) Employee's Compensation Act 1923
3. That if the Contractor fails to provide any amenity required to be provided by them under the above said Acts, for the benefits of the contract labour engaged by him within the time prescribed, the Principal Employer is hereby authorized to deduct all expenses incurred by him in providing the amenity under the above said Acts from the running bill/final bill/ any amount payable to the Contractor under the Contract or as debit payable by the Contractor to Principal Employer.
 4. That this Indemnity given by the Contractor to the Principal Employer to indemnify all the expenses as mentioned above in respect of work awarded to and executed by the Contractor.
 5. That the contractor indemnifies the Principal Employer all losses that he (Principal Employer) may incur due to any negligence, fraud, misrepresentation, theft, any other Act done of omission or commission or in violation of any statutory provisions or instructions by the Contractor or the employees deployed by the contractor in terms of this contract.
 6. That the Contractor shall pay all claims/compensation/damages/penalty/fine or any amount payable to the individual/authorities payable due to accident/injury to the person employed by the Contractor under this contract.
 7. That the contractor shall not disclose any information of confidential proprietary nature relating to principal employer's business, products know- how, technology, customers, employees and other financial information to any third party, that he may come to know in the course of discussions interactions or in course of execution of this contract.

Such information shall be considered as confidential. The contractor agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BPCL.

8. The expressions Principal Employer and Contractor shall be given the meaning as assigned to them under the Contract Labour (Regulation & Abolition) Act, 1970 and shall include its successor assigns, heir and representatives.

As witnesses, we (Contractor) have hereby signed at
Allahabad on the day of month 2017.

Witness :

For and on behalf of

1. (Contractor)

2. Signature & Seal of the Contractor

CHECK LIST

Please write Yes if the clause in accepted by you and write No if rejected

S. No.	Clause	Yes / No.
1.	Technical Bid Application, Contractor declaration Certificate and Indemnity Bond (Annexure H & J separately) along with the instructions to the tenders (Annexure D), Contractor’s obligations (Annexure F), General Terms and Conditions (Annexure G) with the signature and seal of the tenderer on all the pages and complete in all respects must be submitted in one sealed envelope super scribed as “TECHNICAL BID FOR TENDER NO.	
2.	The bid, should contain the EMD as required and already specified in Clause No. 9 of Annexure A as specified above, in original in technical bid.	
3.	The second envelope duly sealed should contain the price bid (Annexure-I) only super scribed as “PRICE BID FOR TENDER NO.....	
4.	Any other credentials, which the tenderer wishes to submit must be enclosed with the Technical Bid only and not in the PRICE BID. The financial bid envelope should contain duly filled-in price bid form.	
5.	Offers not in line with the above procedure or quoted in any other format is liable to be rejected.	
6.	The technical bid along with EMD should be duly sealed in one envelope marked as Envelope A and price bid should be duly sealed in second envelope marked as Envelope B. All the two sealed envelopes than should be kept in another sealed envelope marked as Envelope C and super scribed as “TENDER FOR TENDER NO..... DUE DATE OF OPENING The same should be dropped in the tender box kept in the Human Resource Department, Administrative Building, BPCL, NAINI, ALLAHABAD, within the specified date and time by the representative of the tenderer.	
7.	The rate quoted will be firm for the period of contract. Offer must have validity of 03 months from the date of tender opening.	
8.	If any modification is made by the bidder in the financial bid offer format then the offer may be rejected.	
9.	EMD Rs. 50000.00 (Rupees Fifty Thousand Only) has been submitted along with Pay order or Demand Draft only, in favour of BPCL, ALLAHABAD.	

S. No.	Clause	Yes / No.
10	EMD by the Tenderer will be forfeited as per Tender Documents if: I After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates. II The tenderer does not commence the work within the period as per LOI/Contract. In case the LOI/contract is silent in this regard then within 15 days after award of contract	
11	The contract will commence on the date as applicable against the contract and shall be valid as per the validity period of the contract. The contract can be extended further on mutually agreed terms and conditions.	
12	Security Deposit 10% of total order value will be submitted from the successful tenderer before start of the work by the contractor.	
13	Security deposit will be released on successful completion of the contract and compliance of all statutory requirements.	
14	Bidders have to quote for all category of machine as mentioned in Bill of Material. Part quoting in any category shall not be acceptable and will lead to disqualification of the bid. The lowest bidder shall be decided on overall lowest basis for all the category taken together as elaborated in the "PRICE BID Form."	
15	Average Annual financial turnover during the last 2 years, ending 31 st March of the previous year, should be at least 30% of the estimated cost of the tender, in line with clause 2 (i) of Annexure –C.	
16	j) Experience of having successfully completed similar works during last 3 years. ii) Turnover of Contractor shall have minimum 50% of annual contract/quoted price. iii) Documentary proof (Execution Certificate) for the experience to be submitted along with Technical Bid. iv) Turnover of Contractor shall have minimum 50% of annual contract/quoted price.	
17	Contractor has submitted Contractor Declaration Certificate (as per Annexure- J) that he is not blacklisted/banned/delisted from Govt./PUS/BPCL on the date of tender. Self Declaration that he is not blacklisted/under hold from BPCL, ALLAHABAD or banned by any unit/region/office of BPCL.	

18.	Contractor shall indemnify BPCL against all claims by statutory authorities and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him (as per Annexure-K enclosed)	
19.	Successful technically qualified bidders only will be invited during opening of Financial Bid, accordingly contract will be awarded to a single contractor on overall L-1 basis as shown in the calculation in Price Bid Form – Annexure – I.	
20.	Contractor shall fully comply provisions of various applicable labour laws and all other enactments as applicable for such contracts.	
21.	In the event of contractor abandoning the work, BPCL shall have a right to get the work done at contractor's risk and cost. BPCL shall have a right to terminate the contract at any time without assigning any reason thereof.	
22.	The contractor will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc. as provided under the contract labour (Regulation & Abolition) Act, 1970. The Contractor shall also be liable to comply with all other Labour and Industrial Laws and such other Acts and statutes (including Factories Act. Payment of Bonus Act, minimum wages Act. etc.). Depositing of ESI, PF contribution as may be applicable is the responsibility of the contractor. For any default in compliance, the contractor shall be held responsible.	
23.	The Work Specification as detailed in Annexure –B of the tender document is acceptable to the Contractor & required man power for carrying out the work as detailed in Annexure – B, will be supplied.	

Sing. & Seal of the Contractor

गेट पास आवेदन पत्र
(ठेकेदार के कर्मचारियों/आपूर्तिकर्ताओं/कोरियर सेवा कर्मचारी आदि के उपयोग हेतु)

ठेकेदार का नाम :

कार्य का स्वरूप :

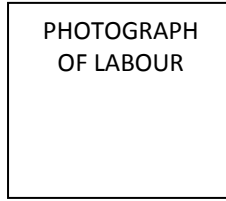
कार्य आदेश सं./दिनांक :

कार्य आदेश अवधि :

कार्य स्थल (विभाग) :

गेट का नाम जिससे प्रवेश/वहिरगमन होगा :

कर्मचारी की ड्यूटी का समय :



(श्रमिक का व्यक्तिगत विवरण)

(एक से अधिक श्रमिकों के आवेदन हेतु अलग से सूची संलग्न करें)

श्रमिक का नाम जन्मतिथि/आयु

पिता का नाम पहचान चिन्ह

स्थायी पता वर्तमान पता

शैक्षिक योग्यता

भविष्य निधि खाता संख्या कर्मचारी रा बी निगम खाता संख्या

(श्रमिक के हस्ताक्षर/दिनांक)

कारखाना प्रबन्धक/शोप प्रभारी के हस्ताक्षर (दिनांक एवं मुहर सहित) ठेकेदार या उसके सुपरवाइजर के हस्ताक्षर (दिनांक एवं मुहर सहित)

आवंटित गेट पास संख्या दिनांक हस्ताक्षर आवंटनकर्ता

विभागाध्यक्ष – मा.सं./सं.श्र.प्र. प्रभारी के हस्ताक्षर (दिनांक एवं मुहर सहित)

सुरक्षा विभाग द्वारा भरने के लिए

पासों के विचाराधीन रहने तक से तक श्री नियोजक

..... को कारखाने में प्रवेश हेतु अनुमति दी जाती है। पास संख्या जारी होने की तिथि से दिनांक तक ही वैध होगी।

हस्ताक्षर
सुरक्षा प्रभारी
बी.पी.सी.एल., नैनी, इलाहाबाद (उ०प्र०)

FORM – XIV
(See Rule 76)
Employment Card

Name and address of contractor

Name and address of establishment
in/ under which contract is carried on

Name of work and location of work

Name and address of principal employer

1. Name of the workman
2. Serial number in the register of workman employed
3. Name of employment/designation
4. Wage rate (with particulars) of unit in case of piece works.....
5. Wage period
6. Tenure of employment
7. Remarks

Signature of Contractor

FORM – XIII

(See Rule 75)

Register of Workmen Employed by Contractor

Name and address of Contractor -----

Nature and location of work -----

Name and address of establishment in/under which contract is carried on

Name and address of Principal Employer -----

S. No.	Name and surname of workman	Age and Sex	Father's/ Husband's Name	Nature of Employment/ Designation	Permanent Home Address of workman (Village and Tahsil/Taluka and District)
1	2	3	4	5	6

Local Address	Date of commencement of employment	Signature or thumb- impression of workman	Date of termination of employment	Reasons for termination	Remarks.
7	8	9	10	11	12

FORM – XVII
See Rule 78 (1) (a) (i)

Register of Wages

Name and Address of Contractor -----

Nature and location of work -----

Name and address of establishment in/under which contract is carried on -----

Name and address of Principal Employer -----

Wage period : Monthly -----

S. No.	Name of workman	S. No. in the register of workman	Designation/ nature of work done	No. of days worked	Units of work done	Daily rate of wages/ piece rate	Basic wages	Dearness Allowance
1	2	3	4	5	6	7	8	9

Over time	Other cash payments (Nature of payment to be indicated)	Total	Deductions if any (indicate nature)	Net amount paid	Signature/ Thumb impression of workman	Initial of Contractor or his representative
10	11	12	13	14	15	16

FORM – VI-A
See Rule 25 (2) (viii)

Contract Labour (R & A) Central Rules – 1971

Notice of Commencement / Completion of Contract Work

I/We, Shri/Messers. (Name and Address of Contractor) herewith intimate that the contract work (Name of Work) in the establishment of (Name and Address of the Principal Employer) for which Licence No. dated..... has been issued to me/us by the Licensing Officer (Name of the headquarter), has been connected/completed with effect from (date)/on date).

Signature of Contractor(s)

To,

The Inspector,

Contract Labour (Regulation & Abolition) Central Rules

FORM – VI-B
See Rule 81 (3)

Notice of commencement / completion of Contract Work

(1) Name of the principal employer and address :

(2) No. and date of certificate of Registration: -----

(3) I/We hereby intimate that the contract work : -----(Name
of work) given of -----(name and
address to the contractor) having licence No. ----- dated -----
has been commenced/completed with effect from -----(date)/on -----
----- (date).

Signature of Contractor(s)

To,

The Inspector,

FORMATS OF DOCUMENTS/RECORDS TO BE MAINTAINED BY THE CONTRACTOR

FORM-VI

Sec 12 & 13 CL (R&A) Act, 1970
Rule 25 CL (R &A) Rules, 1971
Govt. of India
Office of the licensing Officer

License No. Date Fee Paid Rs. :/-

L I C E N S E

1. License is hereby granted to _____ under sec 12(1) of the contract labour (Regulation & Abolition) Act, 1970, subject to the conditions specified in annexure.
2. This license is for doing the work of (nature to be indicated) in the establishment (name of the principal employer to be indicated) of (place of work to be indicated)
3. The license shall remain in force till -----

Date : -----

Signature & Seal of the licensing Officer

FORM – XXIV

Rule 82 (1) of CL (R&A) Rules, 1971

Return to be sent by the contractor to the licensing officer

Half year ending

1. Name and address of the contractor :
2. Name and address of the establishment :
3. Name and address of the principal employer :
4. Duration of contract : From : To :
5. Number of days during the year on which :
 - a) The establishment of the employer had worked :
 - b) The contractors establishment had worked :
6. Maximum number of contract labourers employed on any day during the half year:

7. i) Daily hours of work and spread over :
 - ii) a) Whether weekly holiday observed and on what day :
 - b) If so whether it was paid for :
 - iii) No of man hours of overtime worked:
8. Number of man days worked by :

9. Amount of wages paid :
10. Amount of deductions form wages, if any :

11. Whether the following have been provided :
 - i) Canteen:
 - ii) Rest Rooms :
 - iii) Drinking water :
 - iv) Creches :
 - v) First Aid :
(if the answer is yes, state briefly standards provided)

Signature of Contractor

Place :

Date :