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1.0 **NOTICE INVITING TENDER**

Sealed bids are invited from the registered Security Agency contractors in **single stage two part bid** for the following works as detailed below:

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl. No.** | **Work Description** | **Tender Enquiry**  **No. / Date** | **Approx. Value Of Contract (in Rs.)** |
| 01 | Providing Watch and Ward Services at **Bharat Pumps & Compressors Ltd. premises at Naini, Allahabad (Prayagraj), PIN: 211010** | BPC/SECURITY/2022-23 Dt. 21/9/2022 |  |

**Duration of contract** 03 Months from date of order, may be extended for another (02-03)

months

**Last date for submission of tender doc**: **Date: …01/10/2022…………….. Time: …2.30……. Hrs.**

**Date of opening of Tender (Part-A)**:**Date: …01/10/2022……………... Time: …3……. Hrs.**

**At place: BPCL, Naini- Allahabad**

**Note:**

1. The tender document is free of cost
2. Contract will be governed by all statutory requirements amended from time to time & General terms & conditions of the contract of BPCL.
3. BPCL reserves the right to reject any or all the tenders without assigning any reasons whatsoever. Decision of BPCL in this regard shall be final & binding to all parties.

Name:

Designation:

###### Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BPCL- Naini-Allahabad.

Cont.…P/2

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**PART – A**

1a. BID APPLICATION

To,

……………………….

Bharat Pumps & Compressors Limited

Naini- Allahabad

PIN: 211010

Dear Sir,

I / We hereby offer to carry out the work **Providing Watch and ward services at BPCL, Premises at Naini, Allahabad, (U.P)** against Tender Enquiry No. **……………………………..**

I /We have carefully perused the following documents connected with the above mentioned work and agree to abide with the same.

1. Notice Inviting Tender
2. Bid Application
3. Bid Questionnaire – A
4. Bid Questionnaire – B
5. Declaration by Bidder **(Part – A)**
6. Instructions to bidder
7. Special & General terms and conditions
8. Evaluation of price bid
9. Price variation clause
10. Scope of Work

11. Price Bid Format **(Part – B)**

I/ We further agree to execute all the works referred to in the said documents as per the General terms and conditions.

I / We are in possession of ESI Code and License under CL (R&A) Act.

I declare that, there was never / is no Case or charge under investigation/enquiry/trial against me/us,or conviction in a Court of Law or suspended or Blacklisted by any organization on any ground.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Bidder

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cont.…P/3

**::3::**

**1b. BID QUESTIONNAIRE - A**

**Tender Enquiry No. :** ………………………………...

**Date : ……………………………….**

**Details of the Contractor :**

1. Name and address of the Firm/Company:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Name and address of the proprietor / partners / Directors:

(Attach separate sheet if required)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Whether the person(s) named above is/are interested in any other firm/company engaged in providing security services: YES/NO
2. If Yes, Name& address of the Firm/Company and Nature of interest therein:
3. Is any contract presently being operated under the control of the bidder in other Public Sector Undertakings or

State or Central Govt. Organization/Private

Organization. : Yes / No

(If yes furnish the details) :

**Location/Address** **No. of Value** **Date of Date of**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Persons (in Lacs) Commencement Completion**

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ ­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ ­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_
3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ ­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ ­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cont.…P/4

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1. Is any relative of bidder employed in BPCL : Yes / No

(If yes, furnish the detail)

**Name**  **Staff no** **Location / Area**

1. **The Financial Turnover of past 03 years in the form of Balance sheet/ Form 16/ IT Return etc. & copy of Bank accounts of last 06 months to be attached.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature and Seal of the Bidder

Cont.…P/5

**::5::**

**1c. BID QUESTIONNAIRE - B**:

|  |  |  |
| --- | --- | --- |
| 01 | ESI Code No |  |
| 02 | License under CL (R&A) Act |  |
| 03 | PAN No. |  |
| 04 | PF Code No |  |
| 05 | GST No. |  |
| 06 | Banker’s Name, Address and IFSC / RTGS code of the branch |  |
| 07 | Bank A/C No. |  |
| 08 | Address of Permanent place of business or a liaison office. |  |
| 10 | Copy of licence (with photograph & Signature of proprietor/Directors) |  |

Note:

1. Photocopy in support of above wherever applicable should be attached.
2. All other documents as stipulated in the tender document.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of the Bidder

Date: **\_\_\_\_\_\_\_\_\_\_**

Cont.…P/6

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**1d. DECLARATION BY THE BIDDER**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, aged\_\_\_\_\_\_\_Yrs., S/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

Residing at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

Hereby declare as follows:

1. That my nationality is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. That I am a major and eligible to enter into contract/my firm/my company is competent to enter into an agreement.
3. I shall employ only such personnel who have not been found unfit for employment in Organizations such as Central/State/Public Sector undertaking by the Police Authorities.
4. I shall not employ persons against whom Criminal cases are pending or under investigation.
5. I shall also not employ persons found guilty of offences involving moral turpitude for executing work in BPCL contract.
6. That there are no Criminal cases pending or under investigation against me or my firm or company.
7. I have not been found guilty of offences involving moral turpitude nor any of the company directors/partners of my firm have been found guilty of offences involving moral turpitude.
8. Neither I nor my firm nor my company has been declared insolvent in the past.
9. I have taken due care and efforts to furnish only information which are true in the tender document.
10. I shall employ personnel who are more than 18 years of age and having sound physical and mental health.
11. I shall keep Photograph/identity proof/residential proof of the Security Supervisor/ Gunman/Guards to be deployed against this tender and arrange for police verification.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature with Name & seal of the Bidder

Date **: \_\_\_\_\_\_\_\_\_\_\_**

Place **: \_\_\_\_\_\_\_\_\_\_\_**

Cont.…P/7

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1. **INSTRUCTOINS TO BIDDER**
   1. **Tender documents and other attachments, as required, i.e. Part-A & Part-B, duly completed should be sealed in separate envelops and should be clearly marked as “Technical Bid” & “Price Bid” respectively.**
   2. **Both the tender documents again to be kept in a sealed envelope super-scribed “Tender Enquiry No.**…BPC/SECURITY/22-23……………………………………………………………**” then to be handed over in the Administrative Building of BPCL, Naini, Allahabad.**

The tender documents can also be sent by Registered post/Courier etc. so as to reach the office of BPCL, Naini, Allahabad by **……2.30……………Hrs. on …01/10/2022………………….** BPCL shall not be responsible for any delay on account of receipt of tender documents sent by Registered post/Courier etc.

* 1. The bidder shall accept all the terms and conditions of the tender. The bid which does not comply with BPCL terms and conditions may be rejected.
  2. Each page should be duly signed by the bidder as a token of acceptance.
  3. The Bid should not carry any conditions. Price/rate should be quoted in clear terms in the format given by BPCL.
  4. Any alteration, erasure or over-writing may tender the bid invalid. Alteration neatly carried out and duly attested over with the full signature of the bidder however is permitted. All entries in the tender documents should be in one envelope and all the columns in the tender form should be filled without leaving any column blank. Tender document should be complete in all respect.
  5. Name of the bidder should be written on the sealed envelope.
  6. Before making the offer the bidders are advised to carefully go through the terms and conditions, which form part of the agreement.
  7. Tender documents duly sealed in an envelope should be deposited in theTender Box kept at Administrative Building so as to reach **on or before…2.30……… Hrs. on …01/10/2022……………...** Bids received within the specified date and time will be opened **at…3………. Hrs. on …01/10/2022……………….**in the presence of bidders or their representatives who wish to be present at the date and time of tender opening. The tender documents may also be sent either by registered post / Speed Post / Courier so as to reach on or before the said date and time. Bids received after the scheduled date and time will not be considered.
  8. For any further details required, Tender issuing officer of BPCLL, Naini, Allahabad-211010 may be contacted in person or through Telephone No. (**…9935547051/9935590664.**
  9. BPCL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. BPCL's decision in this regard shall be final and binding.
  10. **PRICE BID -** The bidders are required to submit their quotation in the prescribed format given along with the tender documents.

The rates should be quoted after careful study of the actual job requirement so that, in case the contract awarded, contractor should not express any difficulties in execution of the contract.

* 1. **VALIDITY OF RATES -** The rates quoted should be valid for 30 days initially from the date of opening of the bid. However, if there is any change in the minimum wages of labor as per notification, the same shall be made applicable retrospectively.

Cont.…P/8

::8::

* 1. BPCL reserves the right to award the contract to one or more contractors simultaneously as deemed fit at the initial stage or during the contract period.
  2. BPCL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further BPCL also reserves the right to reject any or all bids without assigning any reasons thereof.
  3. BPCL reserves the right to cancel the contract at the initial stage or during the contract period if work is not found satisfactory.
  4. Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by him in writing to BPCL, Naini, Allahabad for the purposes.

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

Cont.…P/9

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1. **SPECIAL TERMS AND CONDITIONS**
   1. That party shall provide security arrangements for guarding the defined area of Factory premises of BPCL at Naini, Allahabad. The party shall provide security services in Factory premises areas to protect the property of BPCL, Naini, Allahabad and also the life and property of the employees/ Officers and Official Guests as the case may be.
   2. The party shall also provide other miscellaneous services if so required by BPCL.
   3. That party shall engage, employ and provide the specified number of trained personnel and security guards as stipulated under para 3.28 b and shall be responsible for payment of their emoluments and other dues payable to them according to their discipline and work.
   4. That party shall not employ any personnel who are an immediate relative of any employee of the plant.
   5. That the personnel so deputed by the party shall be literate and trained
   6. That the party shall provide proper uniform (Summer/Winter) to the Personnel so deputed.
   7. That, if required and available, BPCL shall provide barrack accommodation, on chargeable basis to the security guards and/or security supervisors. The charges for the same shall be decided at the sole discretion of BPCL.
   8. That BPCL will provide office, office furniture’s, telephone, etc. on the request of the party free of cost, if considered appropriate and necessary for the proper discharge of security function.

The aforesaid facilities shall be allowed only at the discretion of management of BPCL

* 1. That party shall maintain stock register for items of properties issued by BPCL.
  2. That the tenure for Security Supervisors and staff will be decided by the BPCL in consultation with the party.
  3. That it will be the responsibility of the party to comply with and implement all the laws applicable on the employees employed by them at the premises of BPCL.
  4. That BPCL shall not be liable for any lapses made on the part of the party. The BPCL shall have right to recover the damages arising out of any violation of the labour laws made by the party.
  5. That the party shall provide complete and round the clock security services all days of the week by changing the personnel in rotation or replacement subject to laws and rules applicable at the relevant time.
  6. That the entire responsibilities for taking security measures shall be of the party and the BPCLwill not be liable to pay anything for the security charges except as provided for in the agreement.
  7. That the party shall provide complete bio-data of the staff posted at BPCL, Naini, Allahabad.
  8. That periodical surprise checking of staff can be made by BPCL for maintaining the efficiency.
  9. The tenure of this agreement will be for a period of 03(THREE) months. However, this can be extended for same period on mutual agreement basis. This can be terminated at one weekprior notice from either side.

Cont.…P/10

::10::

* 1. The party will pay bonus to its employees in accordance with the Payment of Bonus Act 1965 & will keep all the records as per the requirement of said Act. The same shall be reimbursed by BPCL upon submitting the documentary proof of same.
  2. The party shall regularly pay the amount of contribution (i.e. the employer’s contribution as well as the employee’s contribution in pursuance of any scheme and the employer’s contribution in pursuance of the insurance scheme) under the employees PF and Miscellaneous Provisions Act, 1952 and any other charges on the basis of such contribution for meeting the cost of administrating the fund paid or payable by BPCL (Employers Contribution) in respect of employees employed by or through the party. However same shall be reimbursed by BPCL upon submitting the documentary proof of same.
  3. The party will arrange its own ESI Sub Code from the ESI Office, Allahabad in terms of provisions as per Employees State Insurance Act, 1948 and arrange for all other formalities of employees regarding ESI.
  4. The BPCL will reimburse the amount of employer’s contribution towards ESI to the party on submission of the proof of deposition by the party.
  5. The party shall every month furnish the statement showing recoveries of the contributions in respect of employees employed by them to BPCL.
  6. Any change in the provisions of the Employees State Insurance Act, 1948 in future will be applicable to both BPCL & Party.
  7. GST (Goods and Service Tax) or any other statutory Tax shall be payable subject to submission of documentary evidence.
  8. The Party may recover from his employees the employee’s contribution in accordance with the provision of the PF and Miscellaneous Provisions Act 1952 and the scheme but they shall not recover the employer’s contribution or the other charges referred to in above mentioned paragraph from the employees in any manner.
  9. The party within seven days of the close of every month, submit to BPCL statement showing the recoveries of contributions in respect of employees employed by or through them alongwith the proof of its deposition with R.P.F. commissioner and shall also furnish to BPCL such information as BPCL in the capacity of principal employer is required to furnish under the provisions of the scheme under the employees PF and Miscellaneous Provisions Act, 1952 to the authorities under the said Act.
  10. The party will arrange its own P.F. code No. from the office of Regional P.F. commissioner and make arrangements for depositing employee’s contribution including employer’s contribution in the R.P.F. commissioner office.
  11. a)That the party of the first part shall ensure that their personnel do not join any union or interfere with the working of the BPCL.

b)On the date of this agreement the following will be the sanctioned ….. strength of the personnel.

Cont.…P/11

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|  |  |  |
| --- | --- | --- |
| **Security Guards** | **Gunman** | **Security Supervisor** |
| 09 | 03 | 01 |

The aforesaid strength may be increased or decreased under the Administrative orders of the competent authority of BPCL, Naini, Allahabad.

**NOTE:** The maximum age for Security Supervisors/Security Guards and Gunman should not exceed 65(Sixty five) years depending on Physical and Mental condition of the personnel engaged.

* 1. That in case if the personnel of the party are required to be engaged on extra duty, the BPCL will make payment for the same.
  2. That BPCL shall pay to the party applicable wages payable to the personnel employed by the party as per the terms of engagement

3.31 That all the payment by BPCL will be made by EFT payment to the party or to their authorized representative. Wage payments will be made to the persons engaged by the party to their respective bank account through online transaction and a proof of the same to be submitted along with the bill.

3.33 List of documents required at the time of submission of invoices as mentioned below:

1. EPF Statement of the previous month.

2. ESI Statement of the previous month.

3. Wage Sheet or attendance Sheet of that month.

4. Payment statement duly verified by the bank.

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

Cont.…P/12

::12::

1. **General terms & conditions**
   1. Bidder should have the essential License under Contract Labour (Regulation & Abolition) Act 1970. Successful bidder has to get the endorsement in the license for the areas and nature of work which they will be performing as part of the contract.
   2. Bidder should have an independent ESI Employer code under ESI Act 1948.
   3. Bidder should preferably have the independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952.
   4. Photocopy of Letter from ESI Corporation and PF commissioner's office, to establish that bidder is independently registered as an employer under ESI and PF to be produced to BPCL immediately on commencement of work (ESI & PF code to be submitted).
   5. The bidder shall also mention the PAN Number issued by Income Tax Department.
   6. There should be no Case or charge under investigation/enquiry/trial against the Bidder, or conviction in a Court of Law or suspended or Blacklisted by any organization on any ground.
   7. The opinion/decision of BPCL regarding the bid shall be final and conclusive. BPCL reserves the right to reject any or all the bids at any time without assigning any reason.
   8. In case the bidder has a relative employed in BPCL, the authority inviting tender shall be informed of this fact in writing at the time of submission of tender, failing which the tender may be cancelled, or if such fact comes to light subsequently, the contract may be terminated.
   9. If the bidder gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, BPCL, Naini, Allahabad reserves the right to reject such tender at any stage.
   10. **EARNEST MONEY DEPOSIT (EMD):**

No EMD is required to be submitted by the Security agency

* 1. **SECURITY DEPOSIT**:

SD amounts will be maximum limit not exceeding 10 percent of One month’s wage bill.Also the security deposit may be furnished at the time of start of the contract in any one of the following forms:

1. Pay Order, Demand Draft in favour of BPCL.
2. Local cheques of scheduled banks, subject to realization.

Cont.…P/13

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1. Security Deposit shall not be refunded to the contractor except in accordance with the terms of the contract. It will be refunded only after ceasation of security service in the company.
2. Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of the contract and the bidder shall be liable to compensate the losses if any incurred by BPCL on this account. The security deposit shall be refunded within a reasonable time after the date of expiry of the contract period subject to the contractor carrying out all obligations and operations as required under the contract.
3. BPCL reserves the right to appropriate the whole or any part of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BPCL due to failures on the part of the contractor or due to termination of contract or contractor becoming disqualified because of liquidation. Such losses, damages, charges, expenses or cost, as assumed by BPCL shall be final and binding the contractor and shall not be called into question.
   1. **STATUTORY REQUIREMENTS**:
4. Bidders are required to comply with all the statutory provisions such as Bonus, PF, EDLI, ESI, Gratuity, Service Tax, compensatory allowance, travel allowance, minimum wages prevailing at the time of payment or arrears thereof, declared Holidays, leave etc. These shall however be reimbursed by BPCL as per rules.
5. The bidder shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, ESI Act, Employees Provident Fund and Miscellaneous Act 1952, Minimum Wages Act 1948, Payment of Gratuity Act 1972, Industrial Disputes Act, 1947, Employers Liability Act 1938, Inter State Migrants Workmen (Regulation of employment and conditions of Service) Act 1979 and or any other Laws and Rules that may be applicable from time to time to the workers engaged by him. The bidder, when required by the Company shall produce the registers and records for verification and comply with other directions issued by the company for compliance of the statutory provisions.

Cont.…P/14

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1. The Income Tax as applicable will be deducted from the bill of contractor.
2. The contractor shall submit the documentary evidence of payment on account of submission of statutory payments made to the concerned agencies before clearance of bill of next month.
3. While quoting the rate, the bidders are advised to take care of Minimum wages. Present rate) of wages as applicable are as under:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl. No.** | **Description** | **Security Guard** | **Armed Guard Supervisor** | **supervisor** |
|  |  | (Rs.) | (Rs.) | Rs. |
|  |  |  |  |  |
| A. | Basic +VDA |  |  |  |
| B. | ESI / Medical – |  |  |  |
| C. | EPF-- of Basic+VDA |  |  |  |
| D. | EDLI-- of Basic+VDA |  |  |  |
| E. | Admin. Charges0.--- of Basic+VDA |  |  |  |
| F. | Bonus –of Basic + VDA |  |  |  |
| G. | Uniform Outfit Allowance -- --------of Basic+VDA |  |  |  |
| H. | Uniform Wash. Allowance- % |  |  |  |
| I | **TOTAL (Sum A To H)** |  |  |  |
| J**.** | Relieving Charges1/6 of the total |  |  |  |
| **K.** | **Total Cost Per Head** |  |  |  |
| **l** | **Service Charge** | **To be quoted in the Price Bid** | | |
| **m** | **GST** | **Extra as per actual, on the basis of documentary evidence** | | |

1. EDLI, PF Admin. Charges, if applicable shall be reimbursed by BPCL on submission of documentary proof.
2. The above wages are at present prevailing. However when tender is finalized, the wages applicable at that time shall be made applicable.
3. The Bidder shall fully indemnify the loss if any caused to BPCL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the Bidder or his representative.

Cont.…P/15

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1. The Bidder shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order go through them by the Company whenever required.
2. The Bidder shall produce the documentary proof of payment of wages to security personnel’s and also the payment of the said statutory dues to the Company. Non-observance of the provisions will be construed as default by the Bidder in making such payment, and payment of his bill will be deferred.
3. Each bidder will be required to maintain the daily attendance of his labors in the prescribed Performa for accounting payment of minimum wages, deduction towards ESI & PF Contributions, payment of Bonus, leave etc.
4. The bidder will have to follow the provisions of Payment of Bonus Act 1965 and Rules 1975, and is liable to pay Bonus to his workers. (Minimum prescribed bonus being 8.33% at present) or as per extant rule of the government.
5. The bidder will have to extend paid National Holidays and Festival Holidays to the hands engaged by them as per the provisions of Act and the Rules thereof. However, if due to exigencies of work he engages their hands on National Holidays or Festival Holidays he shall pay additional wages as prescribed under the provisions of the Act.
   1. **Manpower**:

(a) As per given approved strength you are required to deploy minimum ………13…..personnel daily. In case of more workers are needed on any day, you shall provide them on same terms and conditions.Details of manpower to be deployed are as under:-

|  |  |
| --- | --- |
| Category of Personnel | Required Nos. |
| Security  Supervisor | 01 |
| Gunman | 03 |
| Security Guard | 09 |

1. The bidder shall be responsible for safety of manpower engaged by them while they are engaged for work connected with BPCL, Naini, Allahabad contract.
2. The bidder, as the employer of his workmen, shall manage them. In the event of any dispute arising between the Bidder and his employees, the Bidder alone is solely responsible for resolving the dispute between them and BPCL will in no way be responsible for settling the dispute either statutory or otherwise.
3. The bidder will be solely responsible for executing the agreed work and the employees of BPCL will only oversee the proper execution of work. The contractor or his representatives shall be available in the factory to control his workers and take down instructions from the designated officials of BPCL.
4. Contractor shall not employ manpower who are less than 18 years of age.
5. The bidder shall employ only such personnel who are medically fit and free from any contagious disease. The company has right to direct the bidder to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.

Cont.…P/16

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1. The bidder shall engage sufficient number of competent employees for executing the agreed work. The Bidder shall have full control over his employees including w.r.t determining service conditions, discharge, dismiss, or otherwise terminate their services at any time. The bidder shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
2. Contractor has to ensure presence of his supervisor in all the shift who should be capable of managing of his workforce, carry out the job smoothly, maintaining and submitting all statutory records and co-ordination with concerned in charge.
   1. **PERIOD OF CONTRACT**
3. The contract period shall be initially for 03 (THREE) months with provision of extension for another 2/3 months as per the requirement of the company at the same rates, terms and conditions .
   1. **FAILURE TO COMPLY WITH CONTRACT**
4. Notwithstanding anything contained in any other clause, BPCL reserves the right to terminate the contract due to any failure on the part of the Bidder in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BPCL about the failure on the part of the Bidder shall be final and binding on the bidder.
5. In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor’s end, the cost of its repairs or replacement will be recovered from the contractor.
6. The cancellation of contract may be either whole or part of the contract at BPCL’s option. However, the contractor shall continue to operate that part of contract which has not been terminated.
7. The decision of BPCL regarding interpretation of any terms and conditions set forth in the agreement shall be final and binding on the contractor.
   1. **PAYMENT TO THE CONTRACTOR**
   2. The periodicity of payment to the Contractor shall be on monthly basis. The Contractor shall raise the bill for payment as per contractual terms and conditions mentioned in the Contract, which should be duly certified by the BPCL official in charge of the contracted work. However, the bill shall be raised by the contractor only after disbursement of wages payable to the workmen before 7th day of every month.
   3. The contractor has to submit bills to the BPCL HR Office, documentary proof of all the statutory payments along with the bills of the month.
   4. **SUB-CONTRACTING**

The contractor shall not sub-contract or transfer or assign the contract in full or in part or any part thereof to any other person or firm or company.

* 1. **LAWS GOVERNING THE CONTRACT**

1. The contract will be governed by the Laws of India for the time being in force and as amended or made from time to time.
2. All disputes shall be settled in accordance with the Laws of India for the time being in force and as amended from time to time.

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* 1. **LEGAL JURISDICTION**

In respect of all matters arising out of or pertaining to the contract, the cause of action thereof shall be deemed to have arisen only at Allahabad, where BPCL is situated. All legal proceedings pertaining to the above matters or dispute shall be instituted only in courts having territorial jurisdiction over the place where BPCL is situated and no other court shall have the jurisdiction.

* 1. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

1. The duties and responsibilities and obligation of the contractor including statutory responsibilities mentioned in this document are an indicative list and not exhaustive list. Contractors are required to confirm with the concerned authorities for proper and complete compliance. The contractor will not engage any child labour( i.e. any workers below the age of 18 years) and the contractor will abide by the provisions of child labour (Prohibition & Regulation) Rules 1988. He should issue appropriate appointment Letter to his Workmen.
2. All documents/ forms under Contract Labour (Regulation & Abolition) Act 1970 and relevant rules therein shall be maintained by each contractor:
3. The contractor shall comply with the provisions of Contract Labour (R&A) Act including provisions relating to welfare and Health facilities as provided under the Contract Labour (R& A) Act 1970 and relevant rules.
4. The contractor shall be required to submit the returns required under contract Labour (Regulation & Abolition) Act 1970 and forward a copy to HR Department.
5. The contractor shall comply with the provision of ESI Act, and will be responsible for any liability arising during the tenure of the work contract under the Act.
6. Workmen insured under ESI Act only shall be deployed in contract work.
7. The bidder shall submit Six Monthly return in Form 6 along with monthly Challans to the appropriate authority under the provisions of Employee's State Insurance Act 1948, under intimation to HR Dept.
8. Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to submit injury report to the concerned authorities with a copy of the same to the designated authorities of BPCL, Naini, Allahabad immediately and ensure the compliance of the ESI Act and rules made therein.
9. The bidder shall submit the following returns to the appropriate authority under the provisions of Employee's Provident Fund and Misc. Provisions Act 1952, Employees’ Pension Scheme 1995 under intimation to HR Dept.
10. The Contractor shall maintain the relevant records as required under the Employees Provident Fund and Miscellaneous Provisions Act 1952, Employee's Pension Scheme 1995.
11. The contractor shall regularly pay the amount of contribution (employer's contribution as well as the employee's contribution) as per the Employee's Provident Fund and Miscellaneous Provisions Act 1952, Employees’ Pension Scheme 1995 and Employee's State Insurance Act 1948.

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1. The contractor will arrange for his own P.F. and ESI code No. from the P.F. Authorities and ESI Authorities.
2. The contractor may recover from his workmen, the employee's contribution in accordance with the provision of the said act and the Scheme but he shall not recover the employer's contribution or the other charges from his employees in any manner.
3. The contractor shall submit along with monthly bills to BPCL, statement showing the recoveries of contributions in respect of employees employed by or through him along with the proof of Deposit of such contribution with the Concerned Authority and shall also furnish to BPCL if such information, in the capacity of principal Employer, is required to furnish under the provisions of the schemes under the Employees P.F. and Misc. provisions Act 1952 and ESI Act1948 to the authorities under the said acts.
4. Contractor shall supervise the work allotted to him and to be carried out by his employees.
5. Contractor to ensure that the employees deployed in the premises of BPCL are physically and mentally fit and do not have any criminal records.
6. In case of revision of Minimum Wage by DGR after the award of work by BPCL, Naini, Allahabad the contractor will be liable to pay the difference of increased wages for such period. Any failure to comply with the statutory requirements on the part of contractor shall disqualify such contractor from all contracts awarded to him and his name shall be black listed for further tenders / contracts. In addition, the contractor's security deposit shall be forfeited apart from consequential legal action against him.
7. In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the Security deposit / other dues payable under the contract can be utilized by BPCL to discharge the liability of the contractor.
8. The liability for compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
   1. **NATIONAL & FESTIVAL HOLIDAYS** (as declared by BPCL, Naini, Allahabad)
9. The contractor will give paid National Holidays and Festival Holidays However, if due to the exigency of work if any of his workmen is required to work on National Holiday or Festival Holiday, the contractor will pay wages as per provisions of the said act.
10. Besides the three national holidays 15th August, 26th January and 2nd October, if Govt. declares any other day as a national holiday same will be treated as paid holiday for the purpose of this contract. Accordingly, the contractor shall be required to provide paid holiday to its workers for the same. If any of the contract worker works on such additional declared national holiday, he will be entitled to additional wage for the said day.
    1. The Contractor shall maintain relevant Documents, Registers, Forms as required under the Factories Act 1948 and Rules 1969.
    2. Contractor has to ensure that all his workmen are granted one day weekly off after every 48 hrs. of working.
    3. The contractor shall follow safety rules and regulations as per provisions of Factories Act 1948, and Rules at his own expense and arrange for the safety provisions as appended to these conditions or rules framed by the government from time to time.

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* 1. Security deposit money of contractor will be refunded only after expiry of contracts from the date of completion of the contract and Inspection report by ESI Authorities. In case any dues are claimed by the ESI Authorities, the dues of the contractor will be settled only after NOC from ESI Authorities.
  2. Contractor shall inform his PAN to BPCL. Income tax as applicable will be deducted at source by BPCL from the bill of contractor.
  3. The Contractor shall be required to deposit GST as applicable, as assessed by statutory authorities before 15th of the following month, if same is applicable as per rules in force from time to time. The amounts so spent can be claimed from BPCL after submitting the proof of the same.
  4. All the Registers and Records, forms, Notices maintained under the relevant Acts and Rules should be produced on demand before the Inspector or any other authority under the Act, failing which the contract may be terminated without any notice.
  5. Contractor shall be required to submit a list of his workers to be deployed for the works contract in the enclosed Performa giving details regarding Name of contract worker Fathers Name, permanent and Present Address, Date of Birth, Qualification, Caste-SC/ST/OBC ESI No and family member details.
  6. The contractor shall abide by all the labour legislations and other laws including the provisions of Contract Labour (Regulation & Abolition) Act 1970, the Factories Act 1948, The Payment of Wages Act 1936, the Minimum Wages Act 1948, ESI Act and Employees provident Fund Act. and other relevant Acts applicable to his workmen / worker under this contract.
  7. The contractor shall promptly furnish all information and document required by BPCL, Naini, Allahabad authorities for the purpose of complying with the responsibilities of Occupier of the factory and shall render all the necessary assistance for the same.
  8. The contractor will maintain proper discipline of his workmen and will ensure that his workers do not cause any loss or theft or damage to any company's property. The contractor will also be responsible for the good conduct of his workmen.
  9. The contractor or his authorized representative shall be required to be present at the work place / site during working hours for the purpose of supervising and executing as per contract.
  10. The contractor shall not sub-contract or transfer the contract or any part thereof to any other individual, firm or company without the express written permission of BPCL, Naini, Allahabad.
  11. The contractor shall ensure and maintain uninterrupted services in work in accordance with instructions given to them on behalf of BPCL from time to time. BPCL, Naini, Allahabad shall also be entitled, at its discretion to terminate the contract in full or cancel any part thereof by services in advance notice if required.
  12. The contractor shall, without fail, give up-to-date information in writing, of the attendance of the workers engaged by him. The contractor will also submit the required documents and certificates as prescribed from time to time for the clearance and the payment of the bill.

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* 1. In case the agency makes default in commencing the work within the time specified by BPCL without any reasonable cause, disputes any of the terms and conditions of the contract or refuses to execute the contract or any part thereof at any stage, the contract shall, without prejudice to any other right or remedies available to BPCL , be liable to be cancelled/terminated in part or in whole. In the event of cancellation/termination of contract, the contractor shall be liable; to compensate BPCL for all losses incurred by BPCL including the loss suffered on account of having the work executed through any other contractor or department as may be convenient to BPCL, in accordance with the exigencies of the work. In case only a part of the contract is canceled, the remaining portion of contract may be allowed be executed by the contractor.
  2. Whenever any sum of money is found to be recoverable from or payable by the contractor, the same will be deducted from any sum that may due or which at any time there after becomes due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not complete even after such deduction, the contractor shall pay the same or the balance thereof from the security deposit. The contractor shall immediately thereafter pay such further sums as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.
  3. In case of failure on the part of the contractor to execute the work awarded to him within the stipulated time, the necessary action will be taken as per prevailing law and BPCL, Naini, Allahabad may in its discretion award the contract to any other party.
  4. In case of any extra work executed by the contractor, the contractor will be paid on pro-rata basis.
  5. All the terms and conditions as mentioned in work order will also form a part of the agreement.
  6. BPCL Management shall have a right to deduct any sum from the bill of the contractor for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract, Non- payment of wages or of deduction made from his or their wages which are not justified by the terms of the contract or non-observance of the said contract Labor regulations.
  7. The contractor shall be responsible for observance of local laws, employment of personnel, payment of taxes etc. As far as possible, workers shall be engaged from the local areas & present work force can be removed or new one inducted only after the consent of BPCL Management.
  8. The work shall be supervised by the contractor or through their authorized representatives on day-to-day basis.
  9. The contractor shall be wholly responsible for the behavior of the workmen at the work place and outside, in the BPCL premises.
  10. BPCL shall be entitled to recover any payment made on behalf of the contractor under any law or otherwise.

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* 1. **ARBITRATION**

1. If at any time, any question, dispute or difference on matter connected with this work order should arise, the same shall be referred for arbitration to a person nominated in this behalf by Head of Unit BPCL, Naini, Allahabad the award shall be final and binding on both parties.
2. In any matter pertaining to law, the agreement shall be subject to limits of local jurisdiction of Allahabad only.
   1. **PRICE VARIATION CLAUSE**

In the event of revision to minimum wages as per notifications issued by DGR, New Delhi, the rates in the contract would be revised accordingly.The applicable rates would be payable by the contractor to the workmen and other statutory authorities, as per rules, from the effective dates and the same shall be reimbursed by BPCL, Naini, Allahabad.

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**5.0 PART – B**

**(To be submitted in a separately sealed envelope)**

**PRICE BID FORMAT**

**(To be filled by bidder & will be given in price bid )**

1. Title of work:**Providing Watch and Ward Services at BPCL premises at Naini, Allahabad(UP)**

2. Tender No :**……………………………………………………………………**

1. Rate Breakup

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl. No.** | **Description** | **Security Guard** | **Armed Guard Supervisor** | **supervisor** |
|  |  | (Rs.) | (Rs.) | Rs. |
|  |  |  |  |  |
| A. | Basic +VDA |  |  |  |
| B. | ESI / Medical – |  |  |  |
| C. | EPF-- of Basic+VDA |  |  |  |
| D. | EDLI-- of Basic+VDA |  |  |  |
| E. | Admin. Charges0.--- of Basic+VDA |  |  |  |
| F. | Bonus –of Basic + VDA |  |  |  |
| G. | Uniform Outfit Allowance -- --------of Basic+VDA |  |  |  |
| H. | Uniform Wash. Allowance- % |  |  |  |
| I | **TOTAL (Sum A To H)** |  |  |  |
| J**.** | Relieving Charges1/6 of the total |  |  |  |
| **K.** | **Total Cost Per Head** |  |  |  |
| **l** | **Service Charge** | **To be quoted in the Price Bid** | | |
| **m** | **GST** | **Extra as per actual, on the basis of documentary evidence** | | |

**DECLARATION:**

This is to declare that the above service charge is exclusive of Service or any other taxes, levied on the service being provided by the agency and shall be reimbursed on production of proof of payment of the same to the concerned statutory authorities.

I/we agree to execute the above work on terms & conditions as per the tender documents and also agree to deposit Security Deposit in line with clause 4.12 of General terms & conditions immediately after award of contract to me.

###### Signature of party: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seal Name &Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of Liaison Office at Naini-Allahabad : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Phone No(s).: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Mobile No(s).: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_