

TENDER NO.: LPG.WR.JAL.19.TEND. 1000329059/2019-2020
System ID: 57153

Tender Floating: 16/04/2019 , 16:27
Bid Submission Due on: 30/04/2019, 13:30
Tender Opening : 30/04/2019, 14:00

PROVIDING CYLINDER HANDLING & ALLIED SERVICES AT JALGAON
LPG PLANT

BHARAT PETROLEUM CORPORATION LIMITED
LPG BOTTLING PLANT,
P-27, ADDITIONAL MIDC,
NEAR KASHINATH CHOWK,
JALGAON,
MAHARASHTRA – 425003.

TENDER NAME: PROVIDING CYLINDER HANDLING & ALLIED SERVICES
AT JALGAON LPG PLANT.

Contact Person : Devendra Patil
Mo : 7095622755
Duration of Contract: ONE YEAR

SPECIAL TERMS AND CONDITIONS

1. Special terms and conditions is also a part of General conditions of Tender.
2. Tenderers shall submit technical/price bids only through e-bidding. And no physical documents with respect to price bid should be submitted. In case tenderer submits such physical documents for price bid, such documents will not be considered. All tender filling should be done online only through BPCL e-procurement website <http://bpclproc.in>.
3. Tenderer should submit correct address/telephone numbers of the registered office, corporate office, factory address with the name of the person-in-charge/responsible for the subject job, correspondence address and name and the designation of the Authorised Signatory with his power of attorney, name of the Directors with their designations, names of the partners, active partners, sleeping partners, their shares and name of the partner sponsored to deal with BPCL and power of attorney in his favour etc. and any other relevant information etc.

SIGNATURE OF VENDOR:
DATE:

IMPORTANT NOTE: PAYMENT TO THE ENGAGED PERSONNEL BY THE SUCCESSFUL VENDOR MUST BE DONE ONLINE IN THE RESPECTIVE BANK ACCOUNTS INCLUSIVE OF PF/ESI /INSURANCE ETC AS APPLICABLE. PAYMENTS SHALL BE MADE ONLY AFTER SUBMISSION OF ONLINE PAYMENT PROOF.

4. Tenderer should have past experience in the job of supplying manpower and should submit the proof of past experience to this effect.
5. Tenderer should quote the rates strictly abiding by the regulations of minimum wages as per labour laws of government to be paid to his labors deployed for the tender jobs each month.
6. Tenderer should consider following components to be paid to his labors and the proof of same may be demanded by the concerned BPCL officer at any time as and when required:
 - i. BASIC+DA(The minimum wage will be applicable as per existing regulations for labor laws of government of Maharashtra/ Central government whichever is higher.)
 - ii. EPF
 - iii. ESIC
 - iv. Leave wages as per existing government labor laws.
 - v. Bonus to be given yearly to all of the deployed labors.
 - vi. Gratuity to be given to the labors on expiry of tender.

An additional pay component for semi-skilled and skilled labours should be paid as per the minimum wages act and would be deemed as age component for statutory benefits such as EPF, ESI, BONUS, GRATUITY etc. Amendment in bonus act also should be considered if applicable.

7. **All items are mandatory. Hence bidders need to quote appropriately as per the weightage of the jobs in all items. Any abnormal variation in any item may result in disqualification of the tenderer.**
8. The rates quoted shall be valid for a period of 180 days from the closing date of the tender. Once the quotation is accepted, the rates quoted shall be firm till the entire work is completed in all respects. Escalation in the rates on any account will not be considered.
9. No Counter Terms and conditions shall be accepted and rate has to be quoted as per given format only.
10. Either party can terminate the contract by giving one-month notice in advance. But in case of violation of any laid down norms, terms & conditions, statutory compliances Corporation reserves the right to terminate the contract with immediate effect.
11. The Company has right to disqualify any quotation without giving reasons for the same.
12. Any variation to the work specified must not be undertaken until permitted by Officer-in-charge.

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13. Vendor has to obtain Labour License, GST, EPF, ESIC registrations, etc. and all statutory forms and applications applicable from time to time.
14. **After allotment of contract the party has to get The Labour License specific to location within one month. If the same is not provided within one month then the contract will be terminated immediately.**
15. The contract shall be valid for one year from date of award of Job. The contract can be extended for one more year with same rate, terms and conditions and at sole consent of BPCL, provided the services rendered are found satisfactory.
16. Contractor should ensure wearing of PPES like helmet, safety shoes, hand gloves, uniform, identity card, etc. by his staff, cost of which has to be borne by the contractor only. Contractor should consider all such recurring cost while quoting the tender. No extra payment will be made for such compliances. All safety security norms as advised from time to time shall be followed.
17. Contractor has to provide the following PPE's to all the labours working under him and the distribution of the same should be done in the plant premises:
 - Boiler Suit (of appropriate shade and make)- Two sets to be provided once in a year.
 - Cotton Hand Gloves(of appropriate shade & make)-To be provided once per month
 - Safety Helmet(of appropriate shade & make)- To be provided twice per year
 - Safety Shoes (of appropriate shade & make)- To be provided twice per year
18. All tools & tackles and machineries etc. will be provided by BPCL.
19. At present the plant is running in two shifts, 1st shift from 6:30 to 14:30 and 2nd shift from 14:30 to 22:30, staggered lunch and holidays are applicable as per company's policy. Vendor needs to consider sufficient manpower such that no operations loss is recorded on account of staggered working. The above shift timing can be extended/ changed as per company's requirement. No extra payment shall be made on account of extended hours/ Sundays/ Holidays.
20. Quantity of jobs carried out should be maintained in separate sheets/ books / registers and it has to be verified by Officer in charge on daily basis.
21. The Contractor shall maintain at Premises at least the following registers as required by the Minimum Wages Act 1948:

i. Muster Roll

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ii. Register of Wages
iii. Register of fines
iv. Register of Deductions for Damages or Loss
or any other document as required from time to time as per BPCL requirement.

22. Manpower involved in the job will stay inside the plant during the period of job execution only. No unwanted gathering of contract persons will be allowed inside the plant premises. At any time the job is completed and the contract persons are not involved in any job, it is contractor's responsibility to keep them outside the licensed premises of the Plant for the purpose of maintaining safety & security of the plant or as directed by officer in charge from time to time.
23. **The contractor shall provide the police verification of the all the contract workers as per BPCL requirement.**
24. **Contractor shall provide a one well- trained supervisor per shift for supervision of all the activities on all working days.**
25. The contractor/contractor supervisor has to parade all the personals during the starting of the shift for headcount by the officer in charge. Any person missing from his designated place of the job during the course of day, the contractor will be held responsible/liable for all such absenteeism.
26. **Supervisor provided by the contractor has to do the following mentioned job on daily basis failing of which company will raise a liquidate damages against the each item on monthly basis.**
Reporting of all the staff 15 minutes before start of the shift so that the labours report 5 minutes early, at their work place.
27. All Cylinders should be stacked in standard stacking pattern and at place instructed by officer in charge.
28. **For 47.5kg and 35kg cylinder payment will be done based on the quantity of cylinders filled only. All supporting services are included in the same item.**
29. No cylinder should be rolled horizontally with body touching the ground. Cylinders should be shifted only with its foot ring
30. Ensure the conveyor chain never gets dry or inadequate soap solution / conveyor oil in conveyor tray when ever conveyor is running. Soap solution should stir with the existing facility i.e. manual or automated.

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31. In case there is shortage of manpower and regular filling operations gets affected, company reserves the right to get the job done by another contractor and the amount such incurred by the corporation will be deducted from the contractor's bill on penal rates which may be tripled the rate as quoted and agreed by you for the said job.
32. Manpower at unloading - loading shed shall also ensure smooth flow of all LPG cylinders at chain conveyors if any cylinder found stucked/jammed at chain conveyor same shall be attend on priority in order to avoid line jamming or production loss.
33. Any kind of variation if observed by officer in charge in any figures mentioned in line item of daily cylinder handling report and that of the actual physical handling done, the certification will not be done.
34. It should be ensured that all the LPG cylinders inside shed premises must be capped at the end of shifts.

35. Penalties

The number of persons to be engaged for completion of the specified jobs has to be in accordance with the requirements specified in the tender. The jobs are to be carried out strictly as per the tender conditions and scope of work. It is contractor's responsibility to ensure delivery of satisfactory services all the time. Failure in delivery of the defined services as per the scope of work and instructions given by the officer in charge, may attract following financial penalties.

- Faulty cylinders accumulating at SQC point and loading fingers shall be cleared on same day, if contractor fails to do so there will be a penalty of 200 filled cylinders stacking cost, per instance.
- Any body leak cylinder observed at test bath shall immediately be transferred to evacuation setup and evacuated. If any body leak cylinder is found at any place other than at evacuation set up at the day end, there will be a penalty of 25 filled cylinders shifting from one shed to another shed, per instance.
- Cold repair cylinders shall not accumulate more than 200 cylinders/shift. If contractor fails to do so there will be penalty of 100 finished Cold Repair cylinders, per instance.
- HR /DPT cylinders shall not escape from unloading point if in any case HR/DPT cylinder found at carousal or in any next loop of carousal there will be penalty of 100 HR/DPT cylinders already segregated, per instance.
- At Kosan unloading shed there shall not more than 300 DPT cylinders stacked at any given time if contractor fails to do so there will be penalty of 200 DPT stacked cylinders, per instance.
- Purging of all the new and DPT tested cylinders needs to be carried out and the purged cylinders should be stacked or fed to the conveyor as per the direction

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of officer in charge. Proper records also needs to be maintained as per BPCL format. The contractor has to ensure meeting the target of 1200 purged cylinders per shift, failing which a penalty of 50 purged cylinders per shortage of 10 cylinders will be raised.

- If any late coming of labors is observed, there will be a penalty of Rs. 300 per instance per labour from the running bills of the contractor.

36. In case the job is carried out during night/Sundays/holidays or in Overtime, the contractor has to pay the wages as per the labour laws no additional cost will be given by BPCL.
37. The contractor has to cover all employees completely in line with the provisions of following acts and /or any other enactments / gazettes or notification covering any installation of BPCL(In this case Jalgaon LPG Plant) and also will have to produce the same for verification of the officials of the labour department and the plant as & when called for a) Employees state insurance Act 1948 or Workmen Comprehensive act 1928 whichever is applicable b) EPF act 1952 C) Minimum wages act 1948 d) Contract Labour(Regulation & abolition act e) Factories act and any other statutory act applicable.
38. For the purpose of carrying out jobs the contractor shall at his own cost employ persons during the period of contract and the persons so appointed shall not be construed under any circumstances to be in the employment of BPCL even though they may be working under BPCL supervision or within BPCL Premises. The supervision and control of such employees will be always with contractor. Contractor shall agree to provide all amenities to your employees and to pay them wages prescribed under the law, compensation if any for any injury or death while in course of their employment and all other sums and dues as are from time to time payable under any law for the time being in force applicable to such employees. If however any claims is made by any employee of yours against the company for wages, compensation or any sum or dues payable by you on to such employee then you should indemnify BPCL against any such claim and to pay all the expenses which BPCL may incur in defending any proceedings pursuant to such claim.
39. No retention money will be held by the company from the running bills.
40. All the quantities mentioned in the Tender are approximate & indicative and payment will be made for the actual work done. Corporation does not guarantee any minimum quantity under any category.
41. The company reserves the right to reject any one of the offers without assigning any reason.
42. Contractor shall arrange to provide suitable training to his staff before deployment and should desist from frequent changes of his workmen. If any change is undertaken in the

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labour engaged - prior approval should be taken from the officer-in-charge. However Officer in charge has the liberty to remove any staff if not found suitable for the work.

43. Whenever training is conducted by BPCL, no charges shall be payable as wages for the training period.
44. The contractor shall obtain from security passes/ID cards for entry of the labour in to the premises and carry out police verification of his contract labour on his own cost.
45. In case ESI is not applicable, contractor shall take group accident insurance policy for labour engaged by him.
46. No unsolicited correspondence / queries will be entertained while award of the contract is under review. Corporation regrets its inability to answer individual queries.
47. If careless handling or rough handling of cylinders by the contractor's labour is established, the Corporation reserves the right to recover the cost at a penal rate.
48. On awarding the contract, the contractor shall immediately nominate/authorize representative with the representative's specimen signature for collection of cheques, letters, documents, etc. or else these will be sent to the contractor by post.
49. Any deductions/dues to be recovered from the contractor(s) will be directly deducted by the Corporation from the contractor's running bills and all the balance dues will be deducted from the Contractor's final bill or from any other payments due to the contractor.
50. All labours need to strictly adhere to the time discipline of plant. All labours must be present inside shed at the start of shift and no labor should leave the job allocated area before the shift end timings without permission of Officer in charge.
51. The contractor shall strictly adhere to the Minimum wages policy applicable in Maharashtra/ central government whichever is higher for payment to the labors deployed by him.
52. The contractor shall ensure that all the daily cylinder handling reports produced at the time of producing running bills are certified the officer in charge
53. The contractor should produce following documents to the officer in charge along with the running bills produced.
 - i. Attendance record of each labors for the subject month.
 - ii. Proof of salary transfers to the labors bank account.
 - iii. PF/ESI statement.
 - iv. ECR statement of each labor.

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- v. Certified copies of cylinder handling document for each day duly signed by Officer in charge.
 - vi. All registers and forms as applicable by the various statutory authorities and acts like contract labour (R & A),etc. shall be maintained and kept available at the plant at all points of time.
54. TDS will be deducted as per prevailing rules and regulations.
55. The tender shall study the entire tender document carefully and understand the conditions fully before quoting.
56. Tender shall quote all items of tender only those tenders will be considered.
57. Tender only in E-tender format will be accepted.
58. Security deposit will be forfeited if the successful bidder fails to comply any agreed terms and conditions of tender and contract agreement. BPCL reserves the right to terminate the contract without any prejudice.
59. Job will be awarded to the vendor on the basis of final net cash outflow i.e. after considering total loaded price.
60. Rates shall be including of all PPE's to be used by contractor during execution of job. Vendor will have to ensure PPE provision to each labor.
61. Qualification criteria will be as per price bid. Vendor shall submit necessary documents thereon to show the qualification of person.
62. During the contact on non fulfillment of statutory regulations if it is found that the contractor received more than three letters from company about unsatisfactory work and does not fulfill his obligation in respect of the work entrusted to him the company has right to terminate the contract without any prejudice.
63. **Although as per BPCL minimum of 28 labours including supervisor i.e. 14 per shift are required per day to execute the job, which should be the minimum manpower provided per day per shift, still the contractor needs to calculate the actual manpower requirement to perform all the jobs as per defined scope of work in totality and shall quote the rate accordingly. In case of less numbers of manpower calculated by bidder, BPCL estimated minimum manpower should be considered.**
64. The Contractor will be responsible for compliance of all acts, laws or other statutory rules, regulations, by laws applicable with regard to the performance of the work.

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Contractor will also be responsible for payment of Minimum wages, PF, ESI, police verification, uniform, identity cards, etc on compulsory basis.

65. The contractor has to ensure that all the safety norms are strictly followed by his workers and all are to be provided with PPE on compulsory basis.
66. Contractor / Supervisor have to maintain Job Card and get it signed on daily basis by officer in charge
67. The job should no way affect the normal operations of the Plant/ Office.
68. The contractor shall indemnify BPCL against all the consequences arising out of its personnel's default or negligence or violations of the rules applicable to the place of work.
69. **Contractor is supposed to visit the site before quoting for the job for acquainting himself with the job schedule / loading unloading activities and available facilities at the location. It is presumed that contractor has visited the site and understood all the items of the job thoroughly.**
70. **The EMD amount of 5% of quoted value to a maximum limit of 1 lakh to be deposited with tender in form of DD in favour of Bharat Petroleum Corporation Limited payable at Jalgaon. EMD is not applicable for MSME, NSIC vendor. Registered vendors are exempted from EMD for the values they are registered. If vendor is registered for 25 lakh and tender value is X lakh then vendor has to submit emd in form of DD for 5% of (Tender value – Registered value) or maximum of 1 lakh. EMD DD should be from a nationalised bank or scheduled bank. DD should reach plant at below address before opening of tender.**
BHARAT PETROLEUM CORPORATION LIMITED
LPG BOTTLING PLANT,
P-27, ADDITIONAL MIDC,
NEAR KASHINATH CHOWK,
JALGAON,
MAHARASHTRA – 425003.
71. In the case of unsuccessful tenderer, the EMD will be refunded to the party after the finalization of the tender. In case of successful tenderer(s) the EMD will be refunded only after the completion of all the formalities i.e. the submission of the Security Deposit, Insurance cover & signing of the Agreement etc. No Interest will be payable on the EMD.
72. **The successful bidder will be required to submit security deposit of 5% of the total tender value including taxes subject to maximum of Rs. 1,00,000 , in the**

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form of DD or bank guarantee. If the security deposit is submitted in the form of Bank guarantee as per BPCL format, then the validity period shall be more by six months than the contract end date. The same shall be kept with BPCL till successful completion of the contract. No interest shall be payable on all such deposits.

- 73. All other documents related to contractor's credentials as asked in the tender are also to be submitted along with the DD. The rates are to be quoted online only.**
74. The corporation reserves the right to accept or reject the tender in whole or in part and/or to divide the work amongst tenderers in the manner considered suitable without assigning reasons thereof.
75. BPCL reserves the right to give preference to PSU, MSEs, etc. as per applicable guidelines.

The tenderer has read carefully the above terms and conditions of Tender and agree to abide by the same.

Signature of the Authorised Signatory : _____

Date : _____

Name / Seal of the Tenderer : _____

Address : _____

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