

HINDUSTAN URVARAK & RASAYAN LIMITED

(A JV of NTPC, CIL, IOCL, FCIL & HFCL)

Barauni Urvarak Nagar, Begusarai

P.O: Barauni, Distt: Begusarai (Bihar), Pin: 851115.

[Registered Office, SCOPE Minar, Core 2, 2nd Floor, Laxmi Nagar District Center, Delhi-110092]

TWO-BID LIMITED e –TENDER

Hindustan Urvarak & Rasayan Limited, Barauni, invites electronic online bids (e Tender) through HURL web site www.hurl.net.in (for ref. only) and CPPP web site <https://eprocure.gov.in/eprocure/app> under Two Bid system (Part I :Techno commercial bid & Part II: Price Bid or BOQ) from bonafide and experienced bidders with sound technical and financial standing and capabilities & fulfilling the qualifying requirement for the tendered job as given in the NIT.

HURL, Barauni request bidders to quote in line with tender documents uploaded (refer attached Index) & submit the offer on our e-portal <https://eprocure.gov.in/eprocure/app>.

Upload of Tender: Tenderers are advised to download Notice Inviting Tender along with other tender documents and submit the declarations and tender documents along with clear scanned copies of requisite documents to substantiate the claim towards their credentials while the tender shall be submitted online in soft copy on our e-tendering portal.

All interested bidders have to submit techno commercial bid (Part I) & Price Bid (BOQ) (Part II) strictly in the tender format available online on e portal. No other form of bid shall be accepted and the tender shall be summarily rejected. Bids shall be digitally signed and uploaded by someone legally authorized and competent on behalf of his firm / company and relevant documents w.r.t. the same to be uploaded along with the bid by the bidders.

Earnest Money Deposit has to be submitted as per NIT /Tender instructions before the due date and time of tender techno commercial bid opening , failing which the bid shall be liable for rejection .

For & on behalf of
HURL Barauni

DGM (PJ & ADMN)

HINDUSTAN URVARAK & RASAYAN LTD., BARAUNI

Limited Tender Enquiry

Barauni Urvarak Nagar, Begusarai-851115

1. Online bids are invited on two bid system for “Hiring of DGR sponsored Security Agency for HURL Barauni”. Manual bids shall not be accepted. Tender No.: HURL/BR/CC/02.
2. Tender documents may be downloaded from HURL web site www.hurl.net.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE as in Point no. 4 of NIT.
3. Type of Tender: Limited Short Tender – Two bid – Percentage (%) rate tender
4. **Critical Date Sheet:**

| | |
|---|-----------------------|
| Published Date | 02.10.2018 (10.00AM) |
| Bid Document Download / Sale Start Date | 02.10.2018 (10.00AM) |
| Bid Submission Start Date | 02.10.2018 (10.00AM) |
| Bid Document Download / Sale End Date | 11.10.2018 (10.00 AM) |
| Bid Submission End Date | 11.10.2018 (3.00 PM) |
| Bid Opening Date | 12.10.2018 (3.00 PM) |

5. **Bid Submission:**
Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderer/Contractor is advised to follow the instructions provided for online submission of bids. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
6. Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
7. Tenderer who has downloaded the tender from the HURL website www.hurl.net.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with HURL.

8. Intending tenderers are advised to visit again HURL web site www.hurl.net.in and CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.
9. EMD Payment: Earnest Money Deposit is to be deposited electronically by RTGS in the account of HURL at the below mentioned details. Bidders are required to submit the details of EMD payment at the time of Bid Preparation.

BANK Details for EMD Payment through NEFT/RTGS:

Bank Name – State Bank of India, CAG-II NEW DELHI (17313)

IFS CODE: SBIN0017313, Account No: 00000037880422277.

10. EMD value: **Rs.323044.00** (Rupees Three lacs twenty three thousand forty four rupees only).
11. Price Bid Validity date 120 days.
12. All NSIC / SSI registered vendors are exempted from submission of tender fee & EMD. NSIC/SSI certificate must be submitted online to avail the exemption from furnishing the EMD.
13. The Hard Copy of original instruments in respect of earnest money must be delivered to the DGM (PJ & Admin) Hindustan Urvarak & Rasayan Limited, Barauni Urvarak Nagar, P.O: Barauni, Distt.: Begusarai (Bihar), Pin: 851115 on or before bid opening date/time as mentioned in critical date. Tenderer shall likely to be liable for rejection for non-submission of original payment instrument like DD,etc., against the submitted bid.
14. Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening will be intimated latter.
15. HURL Barauni shall not be responsible for any postal /courier delay for submission of EMD original document.

16. Guideline for submission of bid :

16.1 Technical Bid:

The following documents are to be furnished by the Contractor along with Technical Bid as per the tender document:

- Signed and Scanned copy of proof for payment of Earnest Money Deposit.
- Signed and Scanned copy Certificates like Registration certificate, GST No, PAN No, TIN No etc.
- Signed and Scanned Copy of Tender Acceptance Letter & Letter of authorization to submit bid.
- An undertaking (self-certificate) that the agency hasn't been blacklisted by a Central / State/UT Government institution and there has been no litigation with any government department on account of IT services.
- No near relative certificate.
- Signed and Scanned Copy of Additional Special condition of contract & General Condition of contract.
- Signed and Scanned Copy of No Deviation Certificate.

Note: Bidders are requested to upload the clearly visible documents only other wise if not clearly visible than offer shall be liable for rejection without any further communication.

16.2 Price Bid:

Schedule of price bid in the form of BOQ_XXXX .xls

The below mentioned Financial Proposal/Commercial bid format is provided as BOQ_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BOQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered / modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with HURL Barauni.

16.3 Checklist:

Checklist of documents to be submitted:

| SN | Item | Yes / No | Bid Ref. |
|-----|--|----------|----------|
| I | Earnest Money Enclosed | | |
| II | Tender Acceptance Letter | | |
| III | Letter of authorization to submit bid | | |
| IV | An undertaking that the agency hasn't been blacklisted | | |
| V | Acceptance of Additional SCC / GCC | | |
| VI | Deviation sheet | | |

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

1.0 REGISTRATION

- 1.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- 1.2 As part of the enrollment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 1.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 1.4 Upon enrollment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 1.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 1.6 Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

2.0 SEARCHING FOR TENDER DOCUMENTS

- 2.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
- 2.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3.0 PREPARATION OF BIDS

- 3.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 3.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in

which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 3.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

4.0 SUBMISSION OF BIDS:

- 4.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 4.3 Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4.4 Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 4.5 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 4.6 The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 4.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.
- 4.8 Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 4.9 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 4.10 Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 4.11 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

5.0 ASSISTANCE TO BIDDERS

- 5.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 5.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be call directed to the 24x7 CPP Portal Helpdesk.

Mr. Vijay Kumar, HURL (Hqrs), New Delhi.

Mobile No.:- 7070-81-81-81

7979-08-50-34

XXXXXXXXXXXXXXXX

PERFORMA FOR BANK GUARANTEE IN LIEU OF CASH DEPOSIT (EMD) (On non-
Judicial stamp paper of value –Five rupees for every Rs. 1000/- or part thereof provided that value
of stamp duty shall not exceed ten thousand rupees)

Ref. No. HURL/BR/CC/02

Date:

To,
HURL Barauni

Dear Sirs,

In consideration of HURL having its registered office at HURL Core -2, IIInd floor , Scope Minar, Laxmi Nagar District Centre , Delhi – 110092 (hereinafter called the 'OWNER' which expression shall unless repugnant to the subject or context include its successors and assigns) having issued Notice Inviting tender under specification no.....

M/s..... having its registered office (head office) at(hereinafter called 'TENDERER') who wishes to participate in the said tender forand you as a special favour, have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of Rs.....valid uptoon behalf of the tenderer in lieu of Cash deposit required to be made by the tenderer, as a condition precedent for participation in the said tender.

We, theBank incorporated under law and having one of our branches at and having our head/registered office at..... (address) do hereby unconditionally and irrevocably guarantee and undertake to pay to the 'OWNER' immediately on demand without any demur, reservation, protest, context and recourse to the extent of the said sum of Rs.....(Rupees only). Any such claim/demand made by the said 'OWNER' on us shall be conclusive and binding on us irrespective of any dispute or differences raised by the tenderer.

This Guarantee shall be irrevocable and shall remain valid upto If any further extension of the Guarantee is required, the same shall be extended to such required period on receiving instruction from M/son whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this

.....day ofat

WITNESS:

-

1) Signature: Signature:

Name: Name:

2) Signature.....

Name:

OFFICIAL ADDRESS:

(DESIGNATION WITH BANK STAMP)

Authorization No.....

DATE

NOTE: - THIS STAMP PAPERS SHALL BE PURCHASED IN THE NAME OF BID GUARNTTEE ISSUING BANK

GUIDE LINES FOR SUBMISSION OF BANK GUARANTEE

1. The Bank guarantee should be as per enclosed format on Non-judicial stamp paper valuing Rs. 5/- for every Rs. 1000/- for a maximum limit to Rs. 10,000.00. The non-judicial stamp paper should be purchased in the name of issuing bank.
2. Bank Guarantee shall be executed on non-judicial stamp paper of applicable value purchased in the name on the bank.
3. Two persons should sign as witnesses mentioning their full name and address.
4. The executors (Bank Authorities) should mention the power of attorney No and date executed in his/her favor authorizing him/them to sign the document or produce the Photostat copy of power of attorney.
5. Non - judicial stamp paper shall be used within 6 months from the date of purchase of the same. Bank Guarantee executed on the stamp paper of more than 6 month old shall not be treated as valid.
6. The contents of Bank Guarantee shall be strictly as per our Performa.
7. Each page of Bank Guarantee shall bear signature and seal of the Bank.
8. All conditions, corrections, deletions in the bank guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. EMD / BG shall be accepted from only Nationalized Banks or any scheduled Banks as listed in the second schedule of Reserve Bank of India Act 1934 or from HURL approved banks.
10. Security Deposit or Contract Performance BG shall be accepted from any Nationalized Bank or from HURL approved Banks.
11. HURL approved banks are listed in Annexure enclosed.
12. Bank guarantee shall be kept valid for 225 days from the date of bid opening.

CHECK LIST

| SN | Details of Checks | Yes/No & Remark |
|------|---|-----------------|
| 1.0 | Is the BG on non-judicial stamp paper of appropriate value as per stamp act? | |
| 2.0 | Whether the date, purpose of purchase of stamp paper and name of purchaser are indicated on the back of stamp paper under the signature of the Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased in the name of the executing bank or the party on whose behalf the BG has been issued. Also the stamp paper should not be older than six months from the date of execution of BG). | |
| 3.0 | In case the BG has been executed on the letterhead of the bank, whether the adhesive stamp of appropriate value has been affixed thereon. | |
| 4.0 | Has the executing officer of BG indicated his name, designation and Power of Attorney No / Signing Power No. etc. on BG. | |
| 5.0 | Is the each page of BG duly signed / initialed by executants and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of bank as required in the prescribed Performa? | |
| 6.0 | Does the bank guarantee compare verbatim with the Performa prescribed in the bid documents? | |
| 7.0 | In case of any change in the contents of the text, whether the changes are minor / clerical nature (which in no way limits the right of HURL in any manner)? | |
| 8.0 | In case of deviation in the text of BG, which materially affect the right of HURL, whether the changes have been agreed based on the opinion by the Legal Department or BG is considered acceptable on the basis of opinion of Law Department already available on the similar issue. | |
| 9.0 | Are the factual details such as Bid Document No, NOA/LOA Contract No, Contract Price, Percentage of Advance, Amount of BG and Validity of BG correctly mentioned in the BG? | |
| 10.0 | Whether overwriting / cutting, if any, on the BG have been properly authenticated under the signature & seal of executants. | |
| 11.0 | Whether the BG has been issued by the bank inline with the provisions of bid/contract documents? | |
| 12.0 | In case BG has been issued by a bank other than those specified in Bid / Contract Document, is the BG confirmed by a bank in India acceptable as per Bid / Contract documents? | |

FOR BID SECURITY LIST OF BANKS

- SBI AND ASSOCIATES
- NATIONALISED BANKS
- SCHEDULED PRIVATE BANKS (INDIAN BANKS)
- OTHER PUBLIC SECTOR BANKS

NO DEVIATION CERTIFICATE

| | |
|---------------------------|--|
| Bidder's Name & Address : | To, DGM (PJ & ADMN), Barauni Urvarak Nagar, Begusarai-851115 |
|---------------------------|--|

1. With reference to our Bid (Reference No. dated) forl Works at Barauni, Bihar, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendments(s) / Clarification(s) / Addenda / Errata (if any) issued by the Owner prior to opening of Techno – Commercial Bids and the same has been taken into consideration while making our Techno – Commercial Bid & Price Bid and we declare that we have not taken any deviation / exceptions in this regards.

2. We further confirm that any deviation variation or additional conditions etc or any mention, contrary to the Bidding Documents and its Amendments(s) / Clarification(s) / Addenda / Errata (if any) as mentioned at 1.0 above found anywhere in our Techno – Commercial Bid and / or price Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing which the Bid Security shall be forfeited.

For and on behalf of :

Stamp & Signature :

Name :

Designation :

Date :

(Sign with seal of bidder)

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 Scope of Contract

The Scope of Contract/ Order shall be as per 'Technical Specification/SOR' attached to the NIT.

2.0 Firm Price

Price to be quoted shall be firm and subject to no escalation whatsoever during the contractual completion period including extended period, if any, except for any statutory variations i.e. change in the rate of tax & duty and/or inclusion of any new tax & duty. Bid with variable price will not be accepted.

3.0 Price Basis

Duly executed at following location: HURL, Barauni (Bihar)

4.0 Taxes and duties

- 4.1 The Bidder shall include all the taxes, duties/ levies etc (except GST) in their quoted rates / prices. GST charges shall be paid extra at actual by the owner limited to the GST charges indicated by the bidder in the summary of SOR.
- 4.2 Statutory variation in taxes and duties including imposition of any new tax & duty, within the scheduled Completion period, as per Contract/Work order, shall be paid by contractor.
- 4.3 The Contractor has to submit / furnish all necessary documents / information to enable claim the input credit benefit, if any, under GST rules.

5.0 Effective date of Contract:

Shall be the date of issuance of Letter of Award (LOA).

6.0 Completion Period/ Time Schedule:

- 6.1 The initial contractual duration of contract shall be for a period of 24 months from date of handing over of site with further provision of extension of another 12 months with same prices, terms & conditions on mutual consent basis provided the performance of the contractor is satisfactory as per EIC. However, in case of poor performance the contract shall be terminated with a notice period of 15 days without any liability.
- 6.2 After award of the job contractor shall mobilize at site within 7-10 days from the date by which written instruction given by EIC for mobilization.

7.0 Payment Terms:

- 7.1 All the above payment shall be released within 30 days of submission of invoice by the party.
- 7.2 The running bills shall be submitted on monthly basis.
- 7.3 Tax deduction at source

Income tax, as applicable as per income tax act, shall be deducted at source from the Contractor's bills and a certificate towards this deduction shall be issued to the Contractor.

8.0 Quantity variation

Quantities indicated in the schedule of rate are tentative only and all the items may or may not be executed either partially or fully. Actual execution value of the contract may vary depending on the actual requirement and therefore there shall not be any compensation for non execution of any item or multiple items either partially or fully. This clause shall supersede any other clause given anywhere in the tender documents.

9.0 Price reduction clause

In the event of delay in completion beyond contractual completion period, price reduction @ 0.5% per week or part thereof subject to maximum 5% of total W.O. value shall be recovered from Contractor's bill(s).

10.0 Insurance

Necessary insurance(s) to cover accident risk for his employees loss of life, material etc. to crew or the third party to be arranged by Contractor at his cost.

11.0 Statutory obligation and Safety Rules

The Contractor will have to follow all safety rules and measures during contract period and will be fully responsible for implementing rules, obligations and statutory provisions of government and all the consequences in the event of any eventuality.

The Contractor shall be responsible to observe and comply with all statutory requirement including contract labour act 1970, minimum wage act – 1948 and EPF act 1952 etc. including all amendments thereof in vogue both of central and state government. HURL Barauni shall be kept indemnified against any action brought against it or any violation / non –compliance of any act /acts, all expenses for compliance of above acts and regulations shall be borne by the contractor.

The Contractor shall comply with at his cost all safety norms such as Fire and Safety regulation act as applicable at site. The Contractor shall be responsible for all risk involved in respect of their personnel and material at site and arrange proper insurance coverage at his cost.

Personnel deployed should be medically fit to work should possess good conduct and should have no past criminal record and shall maintain high standard of discipline, decency and decorum. HURL Barauni reserves the right at its sole discretion to ask for replacement of any person employed by the contractor.

12.0 Termination

In the event of unsatisfactory performance, HURL Barauni reserves right to cancel part or whole of the order / contract and make alternate arrangement at any time during currency of contract on risk & costs of contractor and / or forfeit security deposit

13.0 Force Majeure

The act of God, epidemic, wars, revolution, and official strike shall be treated as force majeure condition. In event of occurrence of such condition neither party shall be responsible for delay in performance provided that it is notified within 07 days of its occurrence. The Contractor shall provide justification by documentation countersigned by the local chamber of commerce.

14.0 Arbitration

All cases of dispute arising during execution of contract shall be resolved by mutual discussion of parties operating the Contract. In the event of failure to do so, matter will be settled as per Arbitration and Conciliation Act, 1996, as amended from time to time.

However, wherever applicable, in case of settlement of commercial disputes between PSEs inter SE and PSE(s) and Government Department(s), the same shall be settled through Permanent Machinery of Arbitrators (PMA) setup in the Department of Public Enterprises (DPEs) as per the following Clause:

“In the event of any dispute or difference relating to the Interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon

the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator”.

The performance under this contract, shall not stop for any reason, whatsoever, during the said dispute / proceedings, unless the service provider is specifically directed by to desist from working in this behalf.

15.0 Governing laws

This Contract shall be governed by the Indian Laws for the time being in force and the Delhi Courts alone shall have the exclusive jurisdiction on all matters arising under the contract.

Sign of Contractor

XXXXXXXXXXXXXXXX

Additional Special condition of Contract

1.0 GENERAL

- 1.1 This additional special condition of contracts broadly specifies the requirement of agency to provide security services by DGR sponsored Security agencies at HURL Barauni Project site and Township as per requirement. Intending bidders are to examine the complete scope of the tender document and also visit the site, if desire, before submission of their offer. Bidder shall make themselves familiar with site conditions before submission of their offer. Non-familiarity with the job content & site shall not form any basis for and extra claim, whatsoever in nature. Bidders are also to note that the information given in additional special conditions of contracts shall supersede the information given anywhere else in the tender document for similar clause.
- 1.2 Bidders are to submit this additional special condition of contracts along with all annexure mentioned therein duly signed & stamped on each page or digitally signed as a token of acceptance along with their offer.
- 1.3 Quantities indicated in the schedule of rate are tentative only and all the items may or may not be executed either partially or fully. Actual execution value of the contract may vary depending on the actual requirement and therefore there shall not be any compensation for non execution of any item or multiple items either partially or fully. This clause shall supersede any other clause given anywhere in the tender documents.
- 1.4 In case of breach of peace and/or improper behavior on the part of any employee of the Agency, the personnel will be removed immediately.
- 1.5 In case of repetition of lapses, the service of the Agency may be discontinued and terminated without further notice.
- 1.6 In case of theft or loss of property of our corporation, cost of the property will be recovered from the Security Agency.
- 1.7 Cases of theft/attempted thefts, robberies/attempted robberies etc. should be immediately brought to the notice of the authorized person of HURL Barauni / EIC followed by submission of reports in writing. Necessary help shall be extended by the Security Agency to file FIR. The Security Agency will also be required to follow up with the Police Authorities and keep Management apprised of the cases from time to time.
- 1.8 The Security Personnel deployed for the Security at the HURL Barauni should maintain good conduct and it is responsibility of the Security Agency to ensure that they do not mix with anti-social/undesirable elements or any other persons who are potential threats to the safety and security of the residents & property of HURL Barauni.
- 1.9 The Security Agency will be responsible for the good conduct of the Security Personnel deployed by the Security Agency and process disciplinary action is to be initiated by Security Agency in the event of any acts of misconduct/negligence in discharge of duty by any case. The security personnel shall be terminated of the services immediately.
- 1.10 All statutory requirements viz PF, ESI, Labour Licence, Registration under Contract Labour Regulation and Abolition Act (Central) etc. are to be strictly adhered to by Security Agency and all documents in connection with the same are to be made available to HURL Barauni Officials for inspection and scrutiny. Documentary proof of payment of Employees contributions towards PF/ESI should be submitted to for justifying claim on these accounts.
- 1.11 The Security Agency shall be liable to pay all fines, penalties and any other charges imposed by Government or Municipal Authority or Statutory body for any breach, violation, non-compliance or default arising out of related or incidental to any act, deed or thing done by Security Agency on account of acts of omission and commission and the Security Agency shall undertake to keep the HURL, Barauni indemnified and harmless to the full extent of all such fines penalties, charges etc.
- 1.12 Any security lapses or unauthorized absence from duty post by security personnel, a penalty of Rs.1,000.00 (Rupees one thousand only) will be levied on each such occasion.

1.13 All suits or any matters arising out of the contract agreement shall lie in Distt., Begusarai, Bihar only.

2.0 SCOPE OF WORK & SUPPLY (CONTRACTOR)

- 2.1 The described scope of work & supply is only indicative and not exhaustive. The successful bidder shall ensure his / site-in-charge availability with his crews (adequate nos. & quality) with all required resources, weapons, ammunition etc. as per tender requirement.
- 2.2 Round the clock (shift-wise) manning at the identified locations at HURL Barauni site / Township and/or as directed from time to time by the authorized officer of HURL Barauni/ EIC (Engineer-in-charge) shall be done for the security of the HURL Barauni resident and the facilities.
- 2.3 Daily shift-wise Rota of personnel deployed as mentioned at clause 2.2 shall be submitted to Officer-in-Charge. Payment in respect of personnel found absent from the place of duty will be deducted from monthly payment to the Agency.
- 2.4 The Security Agency will be required to deploy 100% of the strength of security personnel from ex-servicemen category and proof thereof must be submitted before deployment to the authorized officer of HURL Barauni / EIC.
- 2.5 Character & Antecedents verification of the security personnel engaged from district administration must be submitted before deployment to the authorized officer of HURL Barauni/ EIC.
- 2.6 Each personnel must be given weekly off after performing duties of eight hours on each day for continuous 6 days.
- 2.7 The Security Agency will be responsible for the compliance of all Government Rules and Regulations regarding employment, working condition/hours of the personnel engaged by the Security Agency. Security Agency has to maintain proper record as per Statutory Rules and regulations of Govt. of Bihar/India.
- 2.8 The Security guard/personal must have valid license of weapons and ammunition.
- 2.9 The security agency should have valid license under PSARA -2005.
- 2.10 Other security requirements like Batten Stick, Torch, Cells, Cycles, fire arms, winter and rain wears shall have to be arranged by the security agency at their own cost. Office stationary shall have to procure by the agency at their own cost.
- 2.11 The Security Agency shall have to make their own transport arrangement like bi-cycle, motorcycle, jeep etc. for transportation of their employees and discharging other incidental security duties.
- 2.12 The Security Agency will be responsible for keeping the gadgets/equipments/materials etc. provided to the Security Agency in proper running condition. The cost towards proper maintenance of the gadgets/equipments/materials will be borne by the Security Agency. The Security Agency shall make good any damage caused to the gadgets/equipments/materials provided to the Security Agency (with due allowance to normal wear and tear).
- 2.13 The Security Agency shall have to provide and ensure uniform & kit as per DGR Guide lines.
- 2.14 On termination of the contract, Security Agency shall peaceful hand over the gadgets/equipments/materials provided to the Security Agency to the authorized officer of HURL Barauni/EIC.

3.0 SCOPE OF WORK & SUPPLY (OWNER-HURL)

- 3.1 HURL Barauni can consider providing Telephone for communication for security personnel in shifts on free of charge. However, the security agencies shall have to ensure their safe custody.
- 3.2 Accommodation within the campus required for security officer and security personnel shall be provided if available in unfurnished condition. All other arrangements shall have to be made by the security agencies at their own risk and cost after obtaining approval from management.
- 3.3 For round the clock/periodic patrolling, Jeep/s as may be specified by the officer-in-charge may be provided by owner (HURL Barauni) for fixed mileage.
- 3.4 Power & Water in accommodation provided by HURL Barauni shall be provided by HURL Barauni on free of cost.

4.0 PAYMENT

- 4.1 Matter of wages payment and all related benefits/facilities for the employees engaged by the Agency will be made as per DGR norms.
- 4.2 GST as applicable under DGR norms will be paid subject to production of proof of deposit of service tax.
- 4.3 No upward revisions of rates/escalation will be allowed during the period of the contract unless DGR rates undergo any revision.
- 4.4 Payment will be made on monthly basis against actual and physical deployment of personnel in each month. The payment will be made against bills submitted to authorize officer of HURL / EIC.
- 4.5 Incurred expenditure causing revision of minimum wage as per DGR norms shall be booked in miscellaneous head.

5.0 CONTRACT SCHEDULE

- 5.1 The initial contractual duration of contract shall be for a period of 24 months from date of handing over of site with further provision of extension for another 12 months with same prices, terms & conditions on mutual consent basis provided the performance of the contractor is satisfactory as per EIC. However, in case of poor performance the contract shall be terminated with a notice period of 15 days without any liability.
- 5.2 After award of the job contractor shall mobilize at site within 7-10 days from the date by which written instruction given by EIC for mobilization.

Sign of Contractor

XXXXXXXXXXXXXXXX

Format For Electronics Payment

Bidders are required to submit the following details on the company's letter head for online transfer of amount to their account:

| | | |
|------|--|--|
| 1. | Contractor Name / Company Name | |
| | Address: | |
| | Phone No. | |
| | E-mail ID | |
| 2. a | Name of the Bank | |
| b. | Address of the Branch | |
| c. | Telephone No. | |
| d. | 9 Digit Code number of the Bank and Branch appearing on the MICR Cheque issued by the Bank | |
| e. | 11 Digit NEFT/IFSC Code of the Bank Branch | |
| f. | Account Type (SB/CC/CA) | |
| g. | Bank Account No.(as appearing on the Cheque) | |
| h. | Permanent Account Number (PAN) Under Income Tax Act. | |
| I | GST Registration Number | |
| j. | Name of Authorized Signatory | |
| k. | Contact Person Name | |
| | | |

We hereby declare that the particulars given above are correct and complete

Authorized signatory of the bidder

Name

Designation

Date

| Schedule of Rate (SOR) | | | | | |
|---|--|-----|-----------|----------|-----------------------|
| SN | Item description | UOM | Rate | Quantity | Amount |
| PART-A (WAGE PORTION): | | | | | |
| 1 | Deployment of security Guard: 40 nos. On monthly basis. However the total requirement may be vary as per site requiremend as per EIC instruction. The payment will be made on prorata basis as per actual manpower deployment. The SOR rate is for 1 manpower deployment for one month. | Mon | 22,580.87 | 960 | 2,16,77,635.20 |
| 2 | Deployment of Gunman: 8 nos. On monthly basis. However the total requirement may be vary as per site requiremend as per EIC instruction. The payment will be made on prorata basis as per actual manpower deployment. The SOR rate is for 01 manpower deployment for one month. | Mon | 24,032.95 | 192 | 46,14,326.40 |
| 3 | Deployment of Supervisor: 02 nos. On monthly basis. However the total requirement may be vary as per site requiremend as per EIC instruction. The payment will be made on prorata basis as per actual manpower deployment. The SOR rate is for 01 manpower deployment for one month. | Mon | 27,263.27 | 48 | 13,08,636.96 |
| 4 | Deployment of ASO: 01 no. On monthly basis. However the total requirement may be vary as per site requiremend as per EIC instruction. The payment will be made on prorata basis as per actual manpower deployment. The SOR rate is for 01 manpower deployment for one month. | Mon | 30,689.96 | 24 | 7,36,559.04 |
| 5 | Sub Total | | | | 2,83,37,157.60 |
| 6 | GST @18% | | | | 51,00,688.37 |
| 7 | Total (A) | | | | 3,34,37,845.97 |
| PART-B (SERVICE CHARGE PORTION): | | | | | |
| 8 | Service charge @ 14 % for Security Guard. The SOR rate is for 1 manpower deployment for one month. | Mon | 3,161.32 | 960 | 30,34,867.20 |
| 9 | Service charge @ 14 % for Gunman. The SOR rate is for 1 manpower deployment for one month. | Mon | 3,364.61 | 192 | 6,46,005.12 |
| 10 | Service charge @ 14 % for Supervisor. The SOR rate is for 1 manpower deployment for one month. | Mon | 3,816.86 | 48 | 1,83,209.28 |
| 11 | Service charge @ 14 % for ASO. The SOR rate is for 1 manpower deployment for one month. | Mon | 4,296.59 | 24 | 1,03,118.16 |
| 12 | Sub Total | | | | 39,67,199.76 |
| 13 | GST @18% | | | | 7,14,095.96 |
| 14 | Total (B) | | | | 46,81,295.72 |
| 15 | Grand Total (A+B) | | | | 3,81,19,141.68 |

Format of SOR (Schedule of Rate) /Price Bid /BOQ (Bill of Quantity)

| | | | | | | |
|--|--|----------------------|---------------------|--|--|---|
| Inviting Authority: DGM (P J & Admin) HURL Barauni | | | | | | |
| Name of Work: Hiring of DGR sponsored Security Agency for HURL Barauni | | | | | | |
| Contract No: HURL/BR/CC/02 | | | | | | |
| Name of the Bidder/ Bidding Firm / Company : | | | | | | |
| PRICE SCHEDULE | | | | | | |
| (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only) | | | | | | |
| SCHEDULE OF RATES: | | | | | | |
| 1. The Tenderers shall quote Rate upto two decimals only. Tenderers to note that only first two decimals shall be considered for evaluation if Quotation having more than two decimals. Bidder to go through Preamble to SOR mentioned in the tender document before quoting. | | | | | | |
| 2. Quoted rate in this sheet will be applicable only for Part-B of SOR i.e. at SI No.1.02 of BoQ below. For Part A rate shall be deemed quoted by bidder as it is At Par. | | | | | | |
| 3. For quoting percentage rate bidder to select At Par /Excess from drop down menu of the BoQ sheet and enter applicable percentage in Cell below in BoQ sheet. For Quoting At Par bidder to enter percentage value as 0%. In case of any tempering of BoQ sheet offer shall be liable for rejection. | | | | | | |
| 4. GST: A. The quoted rate/amount shall be inclusive of all taxes and duties etc. as per tender but exclusive of the GST. Bidder must quote their rates exclusive of GST. The GSTif applicable, shall be paid extra as per applicable rates. B. The offer will be evaluated inclusive of applicable GST. | | | | | | |
| NUMBE R # | TEXT # | NUMBE R # | TEXT # | NUMBER | NUMBER # | TEXT # |
| Sl. No. | Item Description | Quantity | Units | Estimated Rate in Rs. P | TOTAL AMOUNT Without Taxes in Rs. P | TOTAL AMOUNT In Words |
| 1 | 2 | 4 | 5 | 6 | 53 | 55 |
| 1 | Providing of DGR sponsored Security Agency for two years at HURL Barauni under DGR Scheme. | | | | | |
| 1.01 | Total items details of PART-A (WAGE PORTION):-"Providing Security Services for two years at HURL Barauni under DGR Scheme."for details refer SOR given along with tender documents. | 1 | Lump Sum | 28337157.60 | 28337157.60 | INR Two Crore Eighty Three Lakh Thirty Seven Thousand One Hundred & Fifty Seven and Paise Sixty Only |
| 1.02 | Total items details of PART-B (SERVICE CHARGE i.e. MIN 14% of wage portion i.e. Part A above as per DGR Norms):-"Providing Security Services for two years at HURL Barauni under DGR Scheme."for details refer SOR given along with tender documents. | 1 | Lump Sum | 3967199.76 | 3967199.76 | INR Thirty Nine Lakh Sixty Seven Thousand One Hundred & Ninety Nine and Paise Seventy Six Only |
| Total in Figures | | | | | 32304357.36 | INR Three Crore Twenty Three Lakh Four Thousand Three Hundred & Fifty Seven and Paise Thirty Six Only |
| Quoted Rate in Figures | | | Select | | 0.00 | INR Zero Only |
| Quoted Rate in Words | | | | | INR Zero Only | |

* Against Quoted Rate in figures, bidder is required to select **At Par / Excess** first & then they have to quote the differential rate of service charge in percentage w.r.t. the service charge as mentioned in technical specification as minimum 14 % of wages portion.

Further, the total amount against the said item will indicate the total of wages portion along with service charges considering differential quote of service charge by bidder.

Note: - GST @ 18 % shall be applicable extra to the above prices.

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)