



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 4, 9thFloor, Laxmi Nagar District Centre, Delhi-110092]

TWO-BID SYSTEM e-TENDER

Hindustan Urvarak & Rasayan Limited, Barauni, invites electronic online bids(e-Tender) through 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 one-portal. No other form of bid shall be accepted and the tender shall be summarily rejected. Bids shall be digitally signed up loaded by someone legally authorized and competent on behalf of this 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

Manager (Purchase)

HINDUSTAN URVARAK & RASAYAN LTD., BARAUNI

Open Tender Enquiry

Barauni Urvarak Nagar, Begusarai-851115

1. Online bids are invited on two bid system for “**Erection and dismantling of CUP & LOCK type metallic Scaffolding (Scaffolding materials under contract’s scope) at HURL Barauni.**”. Manual bids shall not be accepted. Tender No.: **HURL/BR/CC/21-22/40**
2. Tender documents may be downloaded from CPPPsite <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: Open Tender – Two bid – Percentage rate -E-Tender.

4. **Critical Date Sheet:**

Published Date	17/01/2022 & 11:00 AM
Bid Document Download / Sale Start Date	17/01/2022 & 11:00 AM
Bid Submission Start Date	17/01/2022 & 11:00 AM
Bid Document Download / Sale End Date	31/01/2022 & 02:00 PM
Bid Submission End Date	31/01/2022 & 02:00 PM
Bid Opening Date	01/02/2022 & 02:00 PM

5. **Pre-qualification criteria (PQC):**

Before submitting bids, online bidders are requested to go through the following pre-qualification criteria (PQC). Bidders to upload /submit relevant PQC documents along with bid (Part-I) duly scanned & digitally signed towards fulfillment of below mentioned PQC.

Offers with incomplete/irrelevant/illegible/ambiguous PQC documents not clearly meeting PQC requirements, shall be liable for rejection without any communication in this regard.

Notwithstanding any other condition / provision in the tender documents, bidders are required to submit complete documents pertaining to Pre-Qualification Criteria (PQC) along-with their offer. However, in case of insufficient documents pertaining to PQC, HURL reserves the right to allow opportunity to the bidders, within fixed deadline, to provide complete and unambiguous documents in support of meeting the PQC. In case the bidder fails to submit the correct and complete documents, the bidder’s offer will be rejected.

A) **Commercial Pre-qualification Criteria**

The Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated Cost i.e. Rs. 4,89,251.00

“Proof of ATO shall be submitted in the form of Audited Balance Sheet along with statement of Profit & Loss Account certified by Chartered Accountant”.

Membership No. of Chartered Accountant must be clearly indicated in the above statement.
NIT Publication date shall be considered for reckoning Annual Turnover (ATO).”

- B)** For experience, of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following (value excluding GST) shall be as follows:

One similar nature of completed work (80% of Basic estimated Cost) costing not less than the amount equal to Rs. 13, 04,668.00/-

‘OR’

Two similar nature of completed works (50% of Basic estimated Cost) each costing not less than the amount equal to Rs. 8,15,418.00/-

‘OR’

Three similar nature of completed works (40% of Basic estimated Cost) each costing not less than the amount equal to Rs. 6,52,334.00/-

“Similar Nature of work” mentioned above is defined as **Contractor shall have experience of executing CUP & LOCK Scaffolding erection & dismantling Job in any fertilizer/oil & gas /refinery /Power Plant / Petrochemical and Chemical industry.**

Cost of completed work order(s), single/two/three mentioned above, is exclusive of service tax/GST and accordingly executed value of the job excluding service tax/GST shall be considered for evaluation of PQC.

- I. Detail work order (similar in nature as defined) along with completion certificate containing executed value of work, service tax/GST, work order reference, actual date of job completion etc. to be submitted by bidders along with the technical bid, towards fulfillment of above PQ criteria.
- II. Wherever executed value is not mentioned in the completion certificate, the copy of certified bills with service tax/GST details as applicable / Separate certificate from respective client (WO issuing company /Engineer In Charge) regarding executed value with service tax/GST details, date of completion etc., shall also be accepted towards fulfillment of PQC, if same is submitted along with completion certificate.
- III. Completion certificate submitted by the bidders shall have clarity with respect to whether service tax/GST is included/excluded in the executed value of the completed job, towards fulfillment of PQC and same shall be ensured by the bidders by submitting proper and relevant documents as required (e.g. separate certificate from respective client regarding service tax/GST) along with completion certificate.
- IV. If no clear documents as mentioned above regarding service tax/GST component included/extra/not applicable with respect to the executed value of the job mentioned in completion certificate is submitted by the bidder & In case Service tax/GST amount / component is also not specified in the submitted completion certificate, then the amount equivalent to rate of applicable service tax/GST as considered by HURL for the subject tender shall be deducted from the value of completed job mentioned in the completion certificate to arrive at the value of the completed job without service tax/GST.

- V. Similar ARC (Annual Rate Contract) Jobs that has been successfully completed by the bidder for the originally awarded period shall be considered as completed works even though such ARC is under execution on account of extension. However original term completion should be within the period as indicated in above PQC. Bidder to submit the relevant document along with bid certifying satisfactory completion of the job, executed value of the job and completion date for original period of contract, along with letter of extension of contract, certified by WO issuing company /Engineer In Charge.
 - VI. In case of sub contract orders, credential as sub-contractor for above PQC shall be considered only when such work orders for sub contract has been issued with approval or written permission of end user/owner/consultant of the owner of the contract from the scope of work of which contractor under the contract has sub contracted a part of or entire work under such work order. In this regard, the bidder has to submit a certificate from the end user/owner/consultant of the owner stating that the main contractor has intimated them about the engagement of sub-contracting OR have been allowed/ permitted as a sub-contractor. Based on such Sub contracted portion of the job actually executed by the bidder as subcontractor, PQC evaluation shall be done i.e. In case only part job is subcontracted, similar job & executed value etc for the part job only shall be considered for PQC and not the full job.
 - VII. Work completion date shall be considered for deciding the period of work experience.
6. **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.
 7. 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.
 8. Tenderer who has downloaded the tender from the 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.
 9. Intending tenderers are advised to visit CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum/addendum/amendment.
 10. 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, Overseas Branch, NEW DELHI (17313)

IFS CODE: SBIN0004803, Account No: 00000037880422277.

11. EMD amount: **Rs. 32,617.00-** (Rupees Thirty Two thousand Six Hundred Seventeen Only).
12. All SSI (Small Scale Industries) / MSE (Micro & Small Enterprises) / UDYAM registered vendors are exempted from submission of EMD fee. SSI (Small Scale Industries) / MSE (Micro & Small

Enterprises) / UDYAM certificate must be submitted online to avail the exemption from submitting the EMD.

13. The bidder should enclose bid security (EMD) of INR Rs. 32,617.00 only in the form of NEFT/RTGS. The tenders without EMD shall be summarily rejected. The EMD of the unsuccessful bidders shall be returned without interest after award of work to the successful bidder. The EMD of the successful bidder shall be returned only after the signing of the contract or shall be adjusted from the running Bills. The EMD stands forfeited in case the bidder withdraws or amends his bid after submission of tender document and tender closing date/time. In addition to the above as per Rule 170 of GFR, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) are exempt from submission of EMD (Bid security). Bidders claiming exemption of EMD under this rule (170 of GFR) are however required to submit a signed Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, they will be suspended for the period of 12 months from being eligible to submit Bids for tenders with HURL. **Certificate of Incorporation along with Article of Association & Memorandum of Association/Affidavit of proprietorship /Partnership deed and power of attorney or signing authority document shall be submitted with the bidding documents.**
14. The Hard Copy of original instruments in respect of earnest money must be delivered to the Manager(C&M) 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.
15. HURL would request to submit Shortfall documents/any types of documents related to PQC as per tender from the bidder only once, if HURL required. The bidder has to submit the documents only online within given time period, if the bidder does not submit the same documents, then offer shall be liable for rejection without any further communication.
16. Bidder will be given only one opportunity with fixed deadline to submit any short fall documents/clarification mentioned in **Annexure-A** related to PQC (if required).
17. Bidder to note that they will not be allowed to submit any other work order/purchase order during short fall query apart from that mentioned in **Annexure A**. Any other work order/purchase order submitted by bidder against shortfall query apart from not mentioned in Annexure-A will not be considered for evaluation.
18. 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.
19. HURL Barauni shall not be responsible for any postal/courier delay for submission of EMD original document.
20. Not with standing any other condition/provision in the tender documents, bidders are requested to submit complete documents pertaining to PQC along with their offer. Failure to meet the PQC will render the bid to be summarily rejected. HURL reserve the right to complete the evaluation based on the details furnished by the bidder with or without seeking any additional supporting documents/clarification.
21. In case tie between two or more bidders at L-1 position, the sole criterion for determining the L1 bidder shall be on the basis of Average Annual Turn Over of the party calculated from ATO of the

last three years. Party having the highest average annual turnover of last three years will be considered as L1 party.

22. Guideline for submission of bid: -

21.1 Technical Bid: The following documents are to be uploaded using digital Signature Certificate (DSC) by the Bidder/ Contractor along with Technical Bid as per the tender document:

- I. Scanned copy of proof for payment of Earnest Money Deposit.
- II. Scanned copy of proof for qualifying the Pre-qualification criteria of Tender as per detailed filled in **Annexure A**.
- III. Scanned copy Certificates like Registration Certificate, GST No, PAN No and PF etc.
- IV. Signed and scanned Copy of Tender Acceptance Letter (**Annexure-B**), No near relative certificate (**Annexure-E**), Electronic Payment Format (**Annexure-F**), Bid Security declaration Form (**Annexure-G**).
- V. Signed and scanned copy an undertaking (self-certificate) that the agency hasn't been blacklisted (**Annexure-D**) by a Central / Stat/ e/UT Government institution and there has been no litigation with any government department on account of IT services.
- VI. Signed and scanned copy of No deviation Certificate (**Annexure-C**).
- VII. Signed and scanned Copy of Special condition of contract and General Condition of contract.

Note:

1. Bidders are requested to upload the clearly legible documents only; if the documents are not found legible then offer shall be liable for rejection without any further communication.
2. HURL may consider any or all documents uploaded in e-tender portal relating to the contract without signature, if the same has been uploaded from his authorized ID or DSC.

22.2 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 specified 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.

23. Checklist of documents to be submitted online Yes/No:

SN	Documents details to be submitted in e-tender	Submitted (Yes/No)
(i)	Scanned copy of proof for payment of Earnest Money Deposit	
(ii)	Scanned copy of proof for qualifying the Pre-qualification criteria of Tender as per detailed filled in Annexure A .	
(iii)	Scanned copy Certificates like Registration Certificate, GST No, PAN No and PF etc.	
(iv)	Signed and Scanned Copy of Electronic Payment Format (Annexure-F). Bid Security declaration Form (Annexure-G).	
(v)	Signed and Scanned Copy of Tender Acceptance Letter (Annexure-B).	
(vi)	Signed and Scanned Copy of No deviation Certificate (Annexure-C).	
(vii)	Signed and Scanned Copy of an undertaking that the agency hasn't been blacklisted (Annexure-D).	
(viii)	Signed and Scanned Copy of No near relative certificate (Annexure-E).	
(ix)	Signed and scanned Copy of Special condition of contract and General Condition of contract.	

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 bid 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](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 / n Code/ e Mudhra 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 log into the site through the secured log-in by entering their user ID/password and the password of the DSC/e-Token.

2.0 SEARCHINGFORTENDERDOCUMENTS

- 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, where in 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 Help desk.

3.0 PREPARATION OF BIDS

- 3.1 Bidder should take into accountancy/ all 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 and the bid documents to be submitted as indicated in the tender document / schedule 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 colored(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 directly to the 24x7 CPP Portal Helpdesk.

Or

Mr. Anayat Alam, Manager (C&M), Mobile No.: - 7781005841, E-mail: alamanayat@hurl.net.in.

Mr. Nagaraju Ravendran, Manager(C&M), E-mail: nagarajuravendran@hurl.net.in

Mr. Vijay Kumar Yadav, Mobile No.: -7070-81-81-81, E-mail:vijaymca26@gmail.com

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GUIDE LINES FOR SUBMISSION OF BANK GUARANTEE

1. The Bank guarantee should be as per enclosed formation Non-judicial stamp paper valuing Rs.5/-for every Rs.1000/- for a maximum limit to Rs.10, 000.00. Then on-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 6month 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 Act1934 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 365 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 purchase rare indicated on the back of stamp paper under the signature of the Stamp vendor? (The date of purchase of stamp papers 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 letter head 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 verb a time 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 in line 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(INDIANBANKS)
- OTHER PUBLICSECTOR BANKS

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 Tender Documents.

2.0 Firm Price

Price to be quoted shall be firm and subject on 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. However, the conditions mentioned in the BOQ regarding GST will be final.

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 issue of handing over of site.

6.0 Completion Period/Time Schedule:

6.1 As per SCC.

7.0 Payment Terms:

7.1 All the payment shall be released within 30 days of submission of invoice by the party after receipt of complete material & completion of installation & completion of job in totality at HURL Barauni.

7.2 3% of the billed amount will be deducted from running bill a security deposit. Security deposit will be refunded after completion of the contract.

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.

7.4 Price Basis: Shall be firm till the completion of the contract.

7.5 The contractor will compulsorily take insurance under Workmen Compensation Act for all the contract persons engaged by him for execution of contract on his own cost.

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 executed items of the contract may vary depending on the actual requirement; however total value of the contract will be fixed. Contractors are not allowed to execute any works that include deviation in the original value of contract without prior approval from HURL.

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**

10.1 The Contractor will obtain Insurance Coverage in respect of all your work men towards death or bodily injury or occupational disease sustained by the workmen arising out of and in course of employment under the workmen compensation act 1923.

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

10.3 All contractors' equipment shall be at the sole risk of the contractor.

10.4 The contractor will insure all his personnel employed for the execution of the work against any personal injury that may be sustained by them as a result of the execution of the work and present satisfactory evidence to the owner/consultant that such insurance is in force.

10.5 The contractor shall be responsible for insurance and all other statutory requirements in regard to the personnel in the contractor's employment.

11.0 **Statutory obligation and Safety Rules**

11.1 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.

11.2 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 in dignified 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.

11.3 The wages of every labourer employed by the contractor under this contract shall be paid by him before the expiry of 7 days after the last day of the month in respect of which the wages are payable (i.e. wages of the previous month). The minimum wages rate. As notified from time to time by the Government as per the minimum wages act. 1948 and/or such other authority will have to be paid by the contractor to all his workers.

11.4 The bidder to ensure that all his workman has bank account for wage payments. The contractor to submit bank accounts details in respect of all his workman to EIC/OIC before starting the job.

11.5 The bidder a cost shall comply with 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.

11.6 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 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 counter signed 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 JV/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 Indian-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 or 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 Begusarai Courts alone shall have the exclusive jurisdiction on all matters arising under the contract.

16.0 Labor Law

You will fully comply with all the provisions of the applicable labor laws /rules (both Central & State) whichever are applicable to work men deployed by you in relation to the work order particularly (I) EPF Act 1952 (II) ESI Act 1948 (III) Payment of wages Act 1936 (IV) Minimum wages Act 1948 (V) Employee Compensation Act (VI) Contract Labor (Regular & Abolition) Act 1970 (VII) Payment of Bonus Act 1965 (VIII) Service tax (IX) Payment of Gratuity Act(if applicable) and /or any such other Acts of laws ,regulation passed by the Central, State ,Municipal and Local Govt. agency or authority.

16.0 PF Registration:

The Contractor shall be required to get registered their firm with concerned Authorities of appropriate Government, having jurisdiction as per contract for EPF and submit proof of having so that law/rules, or any other labor laws/rules/regulation applicable from time to time. The Contractor shall comply with all the applicable labor laws.

17.0 Interpretation of contract:

17.1 The several contract documents forming the contracts are to be read together as a whole and are to be taken as mutually explanatory.

17.2 Should there be any doubt or ambiguity in the interpretation of the contract documents or error, omission or contradiction therein or in any of them, the contractor shall prior to commencing the relative work, apply in writing to the owner for his decision in resolution of the doubt, ambiguity or contradiction or correction of the error or omission, as the case may be. Should the contractor fail to apply to the owner for his decision, as aforesaid prior to commencing the relative work, the contractor shall perform said work as per interpretation of owner whose decision shall be final and binding on contractor.

18.0 Gate passes:

All tools, plant and materials shall be brought by the Contractor to the works site through a covering note to be submitted in 3 copies. One copy of the covering note will be delivered to the security staff and one copy to the Owner/Consultant. The third copy shall be retained by the Contractor. The Contractor shall follow all rules and regulations for entry / exit of their men and materials in/from project site as framed by Owner/Consultant.

19.0 In case tie between two or more bidders at L-1 position, the sole criterion for determining the L1 bidder shall be on the basis of Average Annual Turn Over of the party calculated from ATO of the last three years. Party having the highest average annual turnover of last three years will be considered as L1 party.

20.0 Notwithstanding any other condition/provision in the tender documents, bidders are requested to submit complete documents pertaining to PQC along with their offer. Failure to meet the PQC will render the bid to be summarily rejected. HURL reserve the right to complete the evaluation based on the details furnished by the bidder with or without seeking any additional supporting documents/clarification.

21.0 No sub-contracting is allowed in partially/fully or any way to other agency by L1 bidder.

22.0 Invalid Tenders:

A. Tender is liable for rejection in the following circumstances:

- a)** Does not pay the EMD before deadline.
- b)** Does not fulfill minimum pre-qualification criteria as per the Tender documents.
- c)** Submits the tender late i.e. after due date and time.
- d)** Unsolicited tenders.
- e)** Stipulates the validity period less than what is stated in the tender documents.
- f)** Stipulates his own conditions and does not agree to withdraw the deviations, rendering his bid unacceptable.
- g)** Does not disclose the full names and address of all his partners or Directors as applicable where ever called for in the tender.
- h)** Does not fill in and sign the required annexure, Formats, specifications etc. as specified in the tender.
- i)** Does not submit bid in the prescribed format making it impossible to evaluate the bid.
- j)** Indulges in tampering of tender documents.
- k)** Does not conform to any tender condition which stipulates nonconformance of tender conditions as rejection criteria.
- l)** Does not have his PF Code/Number from the Regional Provident Fund Commissioner, if the relaxation in this regard is not stipulated in the tender. However, PSUs / Organizations having their own PF trust / Govt. PF are considered “At Par” with the bidders registered with the PF authorities the necessary documentary evidence shall be submitted along with the bid.
- m)** Within the validity period, if the party increases the price or refuses to keep their offer valid without variation, the bid shall be rejected and EMD shall be forfeited.
The above clause shall be superseding any other clause in this regard given elsewhere in the tender unless specifically mentioned otherwise.

(Signature of the Bidder, with Official Seal)

XXXXXXXXXXXXXXXX

SPECIAL CONDITIONS OF CONTRACT (SCC)

NAME OF WORK: ERECTION & DISMANTLING OF CUP & LOCK TYPE METALLIC SCAFFOLDING (SCAFFOLDING MATERIALS UNDER CONTRACT'S SCOPE) AT HURL BARAUNI.

1.0 GENERAL INTRODUCTION

- 1.1. This job is primarily for erection & dismantling of cup & lock type metallic scaffolding including providing scaffolding material during day to day maintenance, breakdown and shutdown at HURL Barauni. The described scope of work is indicative and not exhaustive. Bidder shall make themselves familiar with site conditions before quoting for the job.
- 1.2. The successful bidder shall ensure his / site-in-charge availability with his crews (adequate nos. & quality), tools & tackles, equipment's, machineries, consumables, materials etc. to take up any jobs as per the requirement of Engineer-in-Charge without any extra cost. During any emergency s/d or breakdown of unit including Saturday and Sunday, contractor shall mobilize extra resource as per EIC required and carry out the job on round the clock basis without any extra compensation / claim.
- 1.3. Contractor will have to work at many fronts at a time as per the requirement of the Engineer-in-Charge. They shall make available different crews, tools & tackles etc. as per the job requirement for timely & safely completion of the assigned job.
- 1.4. 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.
- 1.5. Mobilization & demobilization charges of all the resources will have to be borne by the contractor. No mobilization advance is admissible.
- 1.6. Initial mobilization of manpower & materials after award of contract shall be completed within 15 (fifteen) days from the date of intimation (written or verbal)P by EIC. All materials got to be inspected by EIC and F&S personnel at BR site at least 15 days in advance before start of scaffolding erection. Only accepted materials shall be used by contractor. All rejected materials shall be taken out by contractor. If, any of such rejected materials are found to be in use by contractor, penalty will be imposed by EIC as per his discretion.
- 1.7. The contractor shall deploy such workers who are above 18 years of age. All personnel deployed by the contractor shall have sound health, good character and conduct. They shall be medically fit and fully competent to perform the work.

2.0 CONTRACTOR'S SCOPE OF WORK

- 2.1 The contractor shall depute experienced manpower for erection, testing and dismantling of steel scaffolding. List of manpower with experience certificates (for Labour: Min. experience 02 years in the relevant field and for supervisor: Min. experience 05 years in the relevant field) shall be submitted to the EIC within 15 days after issue of LOA/ WO.
- 2.2 Contractor shall be required to submit daily reports of plan vs actual status of each activity to EIC.
- 2.3 All resource, manpower, materials (consumables and non-consumables) shall be arranged by the contractor as per direction of EIC without any extra cost to complete the job within the time frame in safe manner.
- 2.4 Special material of construction for scaffolding such as stainless steel, aluminum, galvanized steel etc. may be required for internal inspection of specific vessel/reactor/tanks etc. Contractor shall arrange the same after getting prior intimation from EIC. No extra payment shall be applicable for such jobs.
- 2.5 All required tools and tackles are to be arranged by the contractor and only tested lifting tools & tackles, by authorized body / agency are to be used by the contractor. MTC for all tested scaffolding materials shall be submitted to EIC 15 days in advance. For the same no extra payment shall be made.

- 2.6 All supply & transportation of scaffolding materials from contractor's store to HURL Barauni Site and return back after completion of contract shall be in contractor's scope. Erection of scaffolding at site shall be as per relevant standard as EIC / F&S and direction of EIC/F&S. However, the broad guidelines include providing vertical posts of pipes at inter distance of 1.5 m, horizontal numbers at a inter distance of 0.5 to 0.75 m, providing tie rods at corners to give sufficient strength to the structure, placing the steel planks / gratings on top for making sufficient area etc. Dismantling of scaffolding after completion of job & storing them to specified place including all tools, tackles, consumables, labours & contractor's supervision etc. as directed by the Engineer-in-Charge shall be in the scope of contractor.
- 2.7 Contractor shall keep one separate dedicated person for coordinating with other departments like Production, F&S and HR/Security etc. for entry of materials, necessary permits and for the gate passes of its workmen etc.
- 2.8 Contractor shall deploy minimum one no. experienced and certified safety officer (Min. Diploma or equivalent certified course in relevant field).
- 2.9 The scaffolding shall be erected with cup & lock type materials only. However, wherever, cup & lock erection is not feasible, scaffolding shall be erected from scaffolding pipe & clamps with specific permission of EIC in written.
- 2.10 The job of scaffolding shall be treated complete only after removal of scaffolding from the site and cleaning of the area from any scaffolding materials. No separate payment shall be made for erection and removal of scaffolding.
- 2.11 Scaffolding shall be checked by the contractor supervisor after completion and checklist shall be filled in, then and there, by contractor supervisor & signed. A GREEN TAG (available with the site engineer) shall be fixed on the access scaffolding, if it is safe for use. In the scaffolding under construction or unsafe scaffold structure, a RED TAG (available with the site engineer) shall be fixed at a location easily visible to the person who uses the same. For any non-compliance to the above, contractor shall be penalized as per discretion of EIC.
- 2.12 Deployment of resources shall be such that the execution of scaffolding is possible at all fronts in all units simultaneously to complete the job as per requirement. The same shall be reviewed on daily basis and actual deployment of resources shall be as per EIC without any extra cost. However, Contractor has to deployed minimum 02 nos. of groups (each group having min. 06 nos. of manpower) on daily basis to execute the job satisfactorily at different locations simultaneously
- 2.13 The erection and dismantling of scaffolding will be done according to the relevant standard of scaffolding manual or as per instruction of EIC/ Safety department.
- 2.14 All the scaffolding shall be provided in double profile. Wherever it is not possible to provide the scaffolding in double profile due to site conditions, the same shall be provided in single profile after getting clearance from the Engineer-in-charge.
- 2.15 The entire scaffolding required above 4 (four) meter height shall be fixed to any existing structure from two directions at every 5 (five) meter height. In case of non-availability of the fixing structure, a suitable method like stay pipe etc. shall be devised to make the scaffolding rigid and stable.
- 2.16 While erecting the scaffolding provision of base plate is mandatory.
- 2.17 The steel plank provided for the working platform shall be tied with the ledger (horizontal pipe).
- 2.18 Shifting of scaffolding material along with tool and tackles from their storage area to various job locations (within plant premises) is in contractor's scope. Contractor shall arrange his own vehicle for transporting/shifting of these scaffolding materials.
- 2.19 Power and water shall be provided by HURL at nearest available point. Further extension of these utilities up to contractor yard shall be under contractor's scope.

3.0 ERECTION OF FIXED SCAFFOLD

- 3.1 Prior to erection – all scaffolding assemblies, job site must be inspected to determine ground conditions or strength of supporting structure and for proximity of electric power lines, overhead

obstructions, wind conditions, the need for overhead protection or weather protection coverings etc. These conditions must be evaluated and adequately provided for erection of Scaffolding.

- 3.2 Base plates or screw jacks with base plates must be in firm contact with both the sills and the legs of the scaffolding. Compensate for uneven ground with screw jacks with base plates. DO NOT USE unstable objects such as blocks, loose bricks, etc.
- 3.3 Plumb and level scaffold until connections can be made with ease. Do not force members to fit. Be sure scaffold stays level and plumb as erection progresses.
- 3.4 Ties, guys, bracing and/or outriggers may be needed to assure a safe stable scaffold assembly. The height of the scaffold in relation to the minimum base width, wind loads, the use of brackets or cantilevered platforms and imposed scaffold loads determines the need for stability bracing. The following general guides are minimum requirements.
- 3.5 The bottom tie must be placed no higher than four (4) times the minimum base width and every 26 feet vertically thereafter. Ties should be placed as close to the top of the scaffold as possible and, in no case, less than four (4) times the minimum base width of the scaffold from the top.
- 3.6 Vertical ties should be placed at the ends of scaffold runs and at no more than 30 feet horizontal intervals in between.
- 3.7 Ties should be installed as the erection progresses and not removed until the scaffold is dismantled to that height.
- 3.8 Side brackets, cantilevered platforms, pulleys or hoist arms and wind conditions introduce overturning and uplift forces that must be considered and compensated for. These assemblies may require additional bracing, tying or guying.
- 3.9 Circular scaffolds erected completely around or within a structure may be restrained from tipping by the use of “standoff” bracing members.
- 3.10 Each leg of a freestanding tower must be guyed at the intervals outlined above or otherwise restrained to prevent tipping or overturning.
- 3.11 Work platforms must be fully planked either with scaffold graded metal planks in good condition or with fabricated platforms in good condition.
- 3.12 Each plank must overlap the support by a minimum of 6 inches or by cleat, i.e. 8-foot planks on 7-foot spans must be cleat.
- 3.13 Plank should not extend beyond the support by more than 18 inches. Such overhangs should be separated from the work platform by guard railing so that they cannot be walked on.
- 3.14 Plank on continuous runs must extend over the supports and overlap each other by at least 12 inches.
- 3.15 Spans of full thickness, 2 inch by 10-inch scaffold grade planks, should never exceed 10 feet. Loads on plank should be evenly distributed and not exceed the allowable loads for the type of plank being used. Not more than one person should stand on an individual plank at one time.
- 3.16 Planks and/or platforms should be secured to scaffolding when necessary to prevent uplift or displacement because of high winds or other job conditions.

3.17 Guardrails must be used on all open sides and ends of scaffold platforms. Both top and mid-rails are required. Local codes specify the minimum heights where guardrails are required, however, use at lower heights if falls can cause injury.

3.18 Toe boards are required whenever people are required to work or pass under or around the scaffold platform.

3.19 Bridging between towers should not be done with plank or stages.

3.20 Scaffolding should not be used as material hoist towers or for mounting derricks.

4.0 SCAFFOLDING MATERIALS DETAILS

4.1 List of materials (Minimum) required to complete the work within the prescribed time period is :

- Standard vertical pipes for cup-lock type scaffolding: 1000 Nos. (0.5 mtr : 5%, 1.0 mtr : 10%, 1.5 mtr : 25%, 2 mtr : 30% & 2.5 mtr : 30% of total qty).
- Standard horizontal pipes (Ladger) for cup-lock type scaffolding: 4000 Nos. (0.5 mtr: 5%, 1.0 mtr: 10%, 1.5 mtr: 25%, 2 mtr: 30% & 2.5 mtr: 30% of total qty).
- Pipe of different sizes (3 / 4 / 6 mtr.) suitable for other than cup-lock: 1000 nos. (at 2:2:1 ratio).
- Metallic scaffold Planks / boards (size: 2.5 mtr. X 250 mm) of 16-gauge sheet press bent with antiskid dimples with hooks: 200 Nos.
- Heavy duty drops forged couplers (Swivel: Right angle = 1: 4): 2500 Nos.
- Fixed stair case (height – 2 mtr – 5 Nos, 3 Mtr – 10 Nos and 6 mtr- 5 Nos.) with hooks or locking arrangement- 20 Nos.
- Other components (Like spigot, fixed base plate, Cup-lock right angle, expansion joints etc.) shall be as per the requirement to meet the above quantity.

4.2 Scaffolding pipes shall be of 40 mm NB conforming to IS 1161-1963. The couplings shall be of drop forged type for both swivel type & right-angle type. The steel scaffolding & scaffolding fittings shall conform IS 2750:1964. Standard of cup lock / conventional scaffolding materials shall be of reputed make conforming to various national & international codes and standards. Parties are to give all such details in their technical bids for review / acceptance of owner. Comments of owner on acceptance / rejection shall be final and binding on the contractor.

4.3 Party has to give categorically confirmation regarding the minimum quantity of material mentioned above shall must be deployed by them during job execution. In case, all these materials are owned by the contractor, then contractor has to give confirmation of the same on non-judicial stamp paper of Rs.100/- signed by competent authority. Alternatively, the contractor shall tie up with a vendor for aforesaid materials. In such case of tie up, an agreement on non-judicial stamp paper of Rs.100/- valid for at least 12 months w.e.f. the date of issue of LOA shall be produced by the contractor to the EIC. These documents are to be submitted to EIC, even if, the same has been submitted along with the offer.

5.0 HURL SCOPE OF JOBS:

5.1 Supply: Nil

5.2 Space for material storage and space for preparation of shed for seating of workman shall be provided by HURL at free of cost. However, preparation of store and shed is in contractor's scope.

5.3 Green/Red Tags shall be provided by HURL.

6.0 MODE OF MEASUREMENT FOR SCAFFOLDING JOBS:

6.1 Mode of measurement in SQM: 2 X (length + width) X height area covered by the scaffolding is to be taken (this is applicable for outside of confined space). In M3: length x width x height area covered by the scaffolding is to be taken (this is applicable only for confined space).

6.2 For scaffolding erected from any platform, height of the scaffolding shall be taken from the platform i.e., platform shall be taken as zero-meter level. In addition to above, for any other locations, the measurement of Engineer-in-Charge shall be final and binding to contractor. The projected length of pipe beyond working platform etc. shall not be considered in any case while calculating the area of scaffolding

- 6.3 In addition to above, for any other locations, the measurement of Engineer-in-Charge shall be final and binding to contractor.
- 6.4 The projected length of pipe beyond working platform etc. shall not be considered in any case while calculating the area of scaffolding.

7.0 SAFETY CLAUSES

- 7.1 Safety is the paramount importance and therefore contractor has to deploy designated one no. safety supervisor in each shift in each unit. They have to supervise safety requirement as per direction & instruction of EIC and shall report to EIC or his authorized representative on hourly basis in writing.
- 7.2 The contractor & their men either skilled or unskilled shall undergo safety training before going to the job site. Necessary certificate from F&S Department, HURL Barauni shall be obtained for the same.
- 7.3 All personal protective equipments (PPE) are to be of ISI mark and to be arranged by the contractor for their workmen. The same must be of the brand as per HURL's F&S Department.
- 7.4 Work permit system and work request system of HURL/OISD norms as per SHEQ policy shall be followed without fail. Contractor should follow strictly HURL HSE policy, failing which penalty for non-observance of safety norms shall be imposed as per SCC terms & conditions.
- 7.5 Safety in totality like before start up of job, during execution of job, commissioning of job etc is complete responsibility of contractor. This involves ensuring positive isolation of equipment before start up of any job and during job execution, gas test before & during the job execution, proper clearance, stand by persons outside the confined space job execution, proper scaffolding erection, doing job at scaffolding & dismantling of scaffolding, safety during hot jobs, lighting / exhaust fan related safety, equipment flushing etc. For ensuring the safety in totality contractor shall fulfill the shift wise check list and submit to the EIC / site Engineer. The check list shall be finalized along with EIC after award of the job and before starting of the job. The description given above is only indicative not exhaustive, however safety is complete responsibility of contractor.

8.0 STATUTORY REQUIREMENTS

The contractor shall ensure all statutory requirements EPF, Insurance, ESI, TIN, Bonus, compliance to PMJJBY and PMSBY etc. as per SCC/GCC terms & conditions and all Central & State Government notification from time to time.

9.0 LABOUR LICENSE

On award of the job, contractor is to obtaining labour license for minimum 50 workmen as per the requirement and written instruction given by EIC.

10.0 CONTRACTUAL DURATION:

The initial contractual duration of contract shall be for a period of 01 Year from date of handing over of site with further provision of extension of another 01 year 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.

11.0 PAYMENT TERMS:

Payment shall be made available in line with provision of GCC / SCC.

12.0 VARIATION:

The bidder shall note that the quantities given in the "Schedule of Rates" are tentative subject to variation and they shall not be entitled to claim any extra or compensation on this account. Quantum of individual item may vary to any extent; however, the total quantum of work may vary up to $\pm 25\%$ of the total awarded contract value and on this account, no variation of quoted rates of items will be permissible.

XXXXXXXXXXXXXXXX

SOR (Schedule of Rate)

ANNEXURE –II					
COST ESTIMATE					
1.0	STEEL SCAFFOLDING MATERIALS IN CONTRACTORS SCOPE				
	<p>STEEL SCAFFOLDING (MATERIALS IN CONTRACTOR'S SCOPE) The job includes supply of all scaffolding materials, transportation to work site, erection of Scaffolding at site covering the areas specified as per ISMS-1007 safety standards and dismantling scaffolding after completion of job and taking away the scaffolding material including supply of all tools, tackles, consumables, labours and contractor's supervision as directed by the Engineer-in-Charge. Note: 1. For measurement in SQM: 2 (length + width) X height area covered by the scaffolding is to be taken. In M3: length x width x height area covered by the scaffolding is to be taken. 2. Scaffolding measurement to be done by breaking the height into parts as per height slab mentioned below and adopting respective rates against mentioned height slabs. 3. For volumetric scaffolding beyond 10 Mtr. elevations above or below ground level, rates are to be escalated by 10% for every 10 meters.</p>				
SN	Item Description	Qty	Unit	Rate (Rs.)	Net Amount (Rs.)
1.1	Upto 6M	4,000	SQM	88.03	352120.00
1.2	Above 6M UPTO 10M	2,000	SQM	125.75	251500.00
1.3	Above 10M UPTO 20M	1,000	SQM	176.05	176050.00
1.4	Above 20M UPTO 30M	500	SQM	293.42	146710.00
1.5	Above 30M UPTO 40M	300	SQM	440.13	132039.00
1.6	Above 40M UPTO 50M	200	SQM	880.27	176054.00
1.7	Above 50M UPTO 90M	100	SQM	1760.54	176054.00
1.8	Intermediate platform	250	SQM	146.71	36677.50
1.9	Volumetric (for inside furnace / vessels etc.)	1,000	M3	183.63	183630.00
Sub Total					1630834.50
GST @ 18%					293550.21
Total Amount (Rs.)					1924384.71

Tender Inviting Authority: Manager (Purchase), at HURL Barauni.						
Name of Work: Erection and dismantling of CUP & LOCK type metallic Scaffolding (Scaffolding materials under contract's scope) at HURL Barauni.						
Contract No: HURL/BR/CC/21-22/40						
Name of the Bidder/ Bidding Firm / Company :						
<p align="center">PRICE SCHEDULE</p> <p align="center">(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</p> <p align="center">SCHEDULE OF RATES:</p> <p>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.</p> <p>2. For quoting percentage rate bidder to select At Par /Excess/Below (Less) 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.</p> <p>3. 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 GST if applicable shall be paid extra as per applicable rates. B. The offer will be evaluated inclusive of applicable GST.</p>						
NUMBER #	TEXT #	NUMBER #	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	3	4	5	6	7
1	Erection and dismantling of CUP & LOCK type metallic Scaffolding (Scaffolding materials under contract's scope) at HURL Barauni.					
1.01	Upto 6M	4,000	SQM	88.03	352120.00	INR Three Lakh Fifty Two Thousand One Hundred & Twenty Only
1.02	Above 6M UPTO 10M	2,000	SQM	125.75	251500.00	INR Two Lakh Fifty One Thousand Five Hundred Only
1.03	Above 10M UPTO 20M	1,000	SQM	176.05	176050.00	INR One Lakh Seventy Six Thousand & Fifty Only
1.04	Above 20M UPTO 30M	500	SQM	293.42	146710.00	INR One Lakh Forty Six Thousand Seven Hundred & Ten Only
1.05	Above 30M UPTO 40M	300	SQM	440.13	132039.00	INR One Lakh Thirty Two Thousand & Thirty Nine Only
1.06	Above 40M UPTO 50M	200	SQM	880.27	176054.00	INR One Lakh Seventy Six Thousand & Fifty Four Only
1.07	Above 50M UPTO 90M	100	SQM	1760.54	176054.00	INR One Lakh Seventy Six Thousand & Fifty Four Only
1.08	Intermediate platform	250	SQM	146.71	36677.50	INR Thirty Six Thousand Six Hundred & Seventy Seven and Paise Fifty Only
1.09	Volumetric (for inside furnace / vessels etc.)	1,000	M3	183.63	183630.00	INR One Lakh Eighty Three Thousand Six Hundred & Thirty Only
Total in Figures					1630834.50	INR Sixteen Lakh Thirty Thousand Eight Hundred & Thirty Four and Paise Fifty Only
Quoted Rate in Figures			Select		0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				

Annexure-A

TO, HURL Barauni, Begusarai, Bihar-851115.						Date:	
Tender No:							
Work of the subject tender							
Bidder's Name							
In order to meet the Qualifying Requirement of above tender No., we submit as under:							
Summary of Details & Documents in Support of PQC							
Details of Annual Turn Over for the preceding three years.	Financial Year			Turnover (Rs.)			
	Average Annual Turnover for the preceding three (3) financial years						
S.N	Description of Work	Work Order No. & Date	Work Order Value (Rs.)	Completion Certi. No.	Completion Certi. Date	Actual Date of Completion	Actual Executed Value (Rs.)

Note:

- Bidder must submit all requisite documents mentioned above in support of their meeting the PQC requirement. Bidder will be given only one opportunity with fixed deadline to submit any short fall documents/clarification mentioned in Annexure-A related to PQC (if required). No work order copies other than mentioned above will be accepted at stage of shortfall query/clarification.

Yours Faithfully,

(Signature of the Bidder with Official Seal)

TENDER ACCEPTANCE
LETTER

Date:

To,
HURL BARAUNI
URVARAK NAGAR, BEGUSARAI
BIHAR, PIN-851115.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: **HUR/BR/CC/21-22/40**

Name of Tender /Work: - **Erection and dismantling of CUP & LOCK type metallic Scaffolding (Scaffolding materials under contract's scope) at HURL Barauni.**

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: **<https://eprocure.gov.in/eprocure/app>** 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/ organization 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/ organization 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.

(Signature of the Bidder, with Official Seal)

NO DEVIATION CERTIFICATE

Bidder's Name &Address:	To, HURL Barauni Urvarak Nagar, Begusarai- 851115.
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1. With reference to our Bid (Reference No: **HURL/BR/CC/21-22/40** dated 17.01.2022) for **“Erection and dismantling of CUP & LOCK type metallic Scaffolding (Scaffolding materials under contract's scope) at HURL Barauni.** I 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 regard.
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.

(Signature of the Bidder, with Official Seal)

Black-listed or Holiday

SELFDECLARATION

To,

HURL

Barauni Urvarak Nagar, Begusarai-851115.

Tender Reference No: HURL/BR/CC/21-22/40

Tender id: -

Name of Tender/Work: **“Erection and dismantling of CUP & LOCK type metallic Scaffolding (Scaffolding materials under contract’s scope) at HURL Barauni”.**

Sir,

We hereby declare that M/s is neither put on Holiday or Black-listed by any Government / PSU / Private firm or Financial Institution.

(Signature of the Bidder with Official Seal)

No near relative certificate

Date:

To,

HURL BARAUNI
URVARAK NAGAR, BEGUSARAI
BIHAR, PIN-851115.

Sub: No near relative certificate

Tender Reference No: - **HURL/BR/CC/21-22/40**

Name of Tender/Work: - “Erection and dismantling of CUP & LOCK type metallic Scaffolding (Scaffolding materials under contract’s scope) at HURL Barauni”.

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned ‘Tender/Work from the website(s) namely: <https://eprocure.gov.in/eprocure/app> as per your advertisement given in the above-mentioned website(s).
2. I/We do hereby declare that we are not relative of any Director of HURL or any of his relative is a partner.
3. In our firm there is no Partner who is director of HURL or any of his relative is a partner.
4. We declare that none of our relative is working as an “EMPLOYEE” in the Corporation.
5. I/We have not engaged any person(s) of doubtful antecedent and if any such person (s) found by management I/We am/are agreeing for punishment as deemed fit by management.

Yours Faithfully,
(Signature of the Bidder with Official Seal)

Format for Electronics Payment

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.

(Signature of the Bidder, with Official Seal)

Bid Security Declaration Form

To,
HURL BARAUNI
URVARAK NAGAR, BEGUSARAI
BIHAR, PIN-851115.

Sub: Bid Security Declaration Form

Tender Reference No: - HURL/BR/CC/21-22/40.

Name of Tender/Work: - “Erection and dismantling of CUP & LOCK type metallic Scaffolding (Scaffolding materials under contract’s scope) at HURL Barauni”.

Dear Sir,

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We:

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of Bid Validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on day of (insert date of signing) Corporate Seal

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/21-22/40

To,
HURL Barauni
Dear Sirs,

In consideration of HURL having its registered office at HURL Core -4, 9th 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 favor, 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.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX