



**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, 9<sup>th</sup>Floor, 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**

**VP (Tech & Pd)**

**HINDUSTAN URVARAK & RASAYAN LTD., BARAUNI**  
**OPEN TENDER ENQUIRY**  
**Barauni Urvarak Nagar, Begusarai-851115**

1. Online bids are invited on two bid system for “**Providing Services for Operation of Fire Tender and maintenance of Fire Fighting System at HURL Barauni**”. Manual bids shall not be accepted. Tender No.: HURL/BR/CC/21-22/32.
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 tender--E-Tender.
4. **Critical Date Sheet:**

Published Date	09/11/2021 & 10:00 AM
Bid Document Download / Sale Start Date	09/11/2021 & 10:00 AM
Bid Submission Start Date	09/11/2021 & 10:00 AM
Bid Document Download / Sale End Date	22/11/2021 & 03:00 PM
Bid Submission End Date	22/11/2021 & 03:00 PM
Bid Opening Date	23/11/2021 & 03:00 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 31<sup>st</sup> March of the previous financial year, should be at least 30% of the estimated Cost i.e. Rs. 43,37,507.00/-

“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. 1,15,66,684.00/-

**‘OR’**

**Two similar nature of completed works** (50% of Basic estimated Cost) each costing not less than the amount equal to Rs. 72,29,178.00/-

**‘OR’**

**Three similar nature of completed works** (40% of Basic estimated Cost) each costing not less than the amount equal to Rs. 57,83,341.00/-

**“Similar Nature of work”** mentioned above is defined as **“Bidder should have experience operation of Fire tender and Operation & maintenance of firefighting system in Chemical Industries / Petro- chemical industries / Fertilizer Industries.”**

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.2,89,167.00/-** (Rupees Two Lakhs Eighty Nine thousand One hundred Sixty Seven Only).
- 12. All NSIC /MSME/UDYAM SSI registered vendors are exempted from submission of tender fee & EMD. NSIC/SSI/MSME/UDYAM 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 Manager(C&I) 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. HURL would request to submit Shortfall documents/any types of documents 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.
15. Bidder will be given only one opportunity with fixed deadline to submit any short fall documents/clarification mentioned in Annexure-A related to ATO and work order/purchase order (if required).
16. 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
17. 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.
18. HURL Barauni shall not be responsible for any postal/courier delay for submission of EMD original document.
19. 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.
20. 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.
21. Guideline for submission of bid: -

**21.2 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, PF No. etc.
- iv. Signed and scanned Copy of Tender Acceptance Letter (Annexure-B), No near relative certificate (Annexure-E), Electronic Payment Format (Annexure-F)
- 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.

## 21.2 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.

## 22. 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 <b>Annexure A</b> .	
(iii)	Scanned copy Certificates like Registration Certificate, GST No, PAN No, PF No etc.	
(iv)	Signed and Scanned Copy of Electronic Payment Format ( <b>Annexure-F</b> ).	
(v)	Signed and Scanned Copy of Tender Acceptance Letter ( <b>Annexure-B</b> ).	
(vi)	Signed and Scanned Copy of No deviation Certificate ( <b>Annexure-C</b> ).	
(vii)	Signed and Scanned Copy of an undertaking that the agency hasn't been blacklisted ( <b>Annexure-D</b> ).	
(viii)	Signed and Scanned Copy of No near relative certificate ( <b>Annexure-E</b> ).	
(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. REGISTRATION**

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.

- 1.1 As part of the enrollment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 1.2 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.
- 1.3 Upon enrolment 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.
- 1.4 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.
- 1.5 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. 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, 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. 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” are a 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. 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 Layer128 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. 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.: -+91- 7781005841, E-mail: [alamanayat@hurl.net.in](mailto:alamanayat@hurl.net.in)**

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

**Mr. Vijay Kumar Yadav, Mobile No.: -7070818181, E-mail: [vijaymca26@gmail.com](mailto: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. Scope of Contract**

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

### **2. 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. Price Basis**

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

### **4. 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. Effective date of Contract**

Shall be the date of handing over of site.

### **6. Completion Period/Time Schedule**

As per SCC.

### **7. 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 Bidder has to deposit 3% of the contract value in advance as BG or has to agree for recovery of 3% of the value of the billed amount deduction 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.
- 7.6 Any increasing or decreasing in statutory minimum wage as notified by the Government with respect to minimum wage shall be reimbursed to or deducted from the contractors bills from date of said increase

or decrease effected by the Govt. in respect of each worker engaged by the contractor during pendency of the contractor. Also, consequential effect of increase/decrease, minimum wages toward PF (Limited to Employer's contribution only), bonus, ESI shall also be reimbursed to the contractor or deducted from the contractor's bill as case may be- subject to the production of the relevant proof. Mode of reimbursement of such differential wage will be as follows:

“All difference in wage shall be reimbursed on actual labour deployment basis after completion of 12 months of contract period or final bill whichever is earlier on the written request of the contract with requisite statement and proof of documents for claim”

However, the owner shall not reimburse any increase in amount thereof towards income tax and sale/trade at, any other applicable taxes etc. these liabilities are to be borne by the contractor only.

## **8. 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. 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. 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 a 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. 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 at its sole discretion to ask for emplacement of any person employed by the contractor.

## **12. 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. 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. 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 India-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. 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. Labour Law**

You will fully comply with all the provisions of the applicable labour 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 Labour (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.

#### **17. 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 labour laws/rules/regulation applicable from time to time. The Contractor shall comply with all the applicable labour laws.

#### **18. Interpretation of contract:**

- 18.1 The several contract documents forming the contracts are to be read together as a whole and are to be taken as mutually explanatory.
- 18.2 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.

#### **19. 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.

20. 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.



21. 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.

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

**23. Invalid Tenders:**

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 CONDITION OF CONTRACT**

### **1. GENERAL**

- 1.1 This Special condition of contracts for the subject job is primarily for **“Providing Services for Operation of Fire Tender and maintenance of Fire Fighting System at HURL Barauni.”**
- 1.2 Bidder shall make themselves familiar with the site conditions before quoting for the job. Intending bidders are to examine the complete scope of the tender document and also visit the site, if desired, 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 specification of contracts shall supersede the information given anywhere else in the tender document for similar clause.
- 1.3 Bidders are to submit this additional special condition of contracts duly signed & stamped on each page as a token of acceptance along with their offer. Any deviation, if any, shall be explicitly mentioned on the Exception and Deviation sheet only, i.e., if any deviation mentioned anywhere other than deviation sheet shall not be considered for tender evaluation.
- 1.4 Bidders are requested to submit the relevant bid documents under the correct "description" and "sub category name" in tender documents, non-evaluation of bid documents due to wrong submission on part of the bidder shall be their whole responsibility.
- 1.5 Bidders shall strictly comply to current “Wage Regulation Act”.

### **Scope of Work/ Services/Terms & Conditions**

### **1. SCOPE OF WORK**

- a) Immediate Action on every Fire or Emergency calls and to conduct Fire Fighting operations.
- b) To attend emergency, call for, Fire emergency, Toxic gas release, medical emergency/help etc. Control the incident as quickly as possible and contain it within minimum damage.
- c) To conduct Rescue Work in case of Emergency or Haphazard condition.
- d) Cleaning and Maintenance of Fire station, Fire Vehicle, fire Equipment's and report to EIC daily.
- e) Testing and Maintenance of Fire and Safety Equipment's, Fire Extinguishers.
- f) Conduction Mock Fire Drill as per the organization Directions.
- g) Attending Daily routine Training Program including Parade/ Fire Drill etc inside or outside HURL.
- h) Only First Aid facilities for fire service employees will be provided by HURL.
- i) Contractor shall be responsible for any damage caused to the property of HURL due to the negligence of personnel deployed by him for the job. In case of any such damage he will be charged on account of expenditure arising for repair / replacement of the same.

- j) The contractor shall at all times or when required, submit their records, registers or books to duly authorized representative of Company for inspection.
- k) A designated Senior Officer of contractor shall visit Company plant site frequently or takes report in routine and check satisfactory performance of the activities as per the contract.
- l) Muster roll making and implementation will be the responsibility of Fire Officer/Shift Supervisor under the direction of Safety officer of HURL.
- m) All the Fire personnel will be responsible for entire fire protection. During attending actual emergency call, entire staff on duty should deploy themselves to suppress the fire, under the guidance of HURL Fire & Safety In charge / Factory Manager.
- n) Watering / Dewatering in case of Emergency.
- o) Checking of Fire Water Pumps daily as per defined by HURL Safety Team.
- p) Arrangement of Fire extinguishers near Hot jobs/ Welding Jobs/ carried out in the Plant after taking approval from EIC.
- q) Inspection and Maintenance of Fire Fighting equipment's at HURL site and Fire Tender on regular basis.
- r) Daily rounds of the Company premises for surveillance.
- s) Work with Maintenance Team at the Time of requirement.
- t) Checking for Housekeeping in the company premises and to report the Fire Hazard if it occurs.
- u) Fire Crew Over Time (OT) not allowed by HURL and will not paid by the HURL.
- v) Standby duties at various work sites as per the directions of HURL official.
- w) Contractor shall ensure that the entire firefighting system(Fire Tender etc.) is fully operational and functional at all times, to achieve this objective periodic testing and checking of the system is essential. Where necessary, O&M services for fire system shall be carried out as per pre-defined schedule and as specified by COMPANY Engineer In-charge.
- x) Contractor shall carryout Operations & Maintenance of Fire Fighting facilities like (but not Limited to)
  - Conduct search to locate and rescue life involved with an incident.
  - Provide correct handling of casualties involved with an incident.
  - Support people involved in rescue operations.
  - Control and extinguish fires.
  - Fire water hydrants
  - Fire water monitors
  - Fire Hose boxes including hoses
  - Fire Extinguishers maintenance, refilling and pressurization.
  - Fire Hose reels
  - Water spray system of building and compressor area
  - Sand buckets
  - Foam Pourer.

- Wind Socks.

**y) Log Books:**

The following log books are to be maintained at fire control room:

- ❖ Daily occurrence book.
- ❖ Fire equipment's maintenance record. (First Aid, Fire Fighting equipment's, Hydrant and wet riser system, hose reels, daily pump performance reports ,HPT records etc).
- ❖ Manual Alarm Call point and Detection system record.
- ❖ Incidental work record.
- ❖ Various fire drills/ demonstration record.
- ❖ Visitor record regarding equipment's and manpower performance.
- ❖ Training Records.

The log books will generally contain status of equipment's and systems and maintenance carried out daily signed by contractor's personnel/ supervisor certified/ verified by the Officer in charge-HSE time to time.

**The above mention condition/Jobs are indicative only and non-exhaustive.**

**2. Desired Education qualification, experience and minimum number of required Man-Power**

**2.1 Fire Officer**

- i) Qualification & Experience: BE Fire with min. 2 years' experience, or, Sub-officer Course from NFSC Nagpur or any govt. recognized institute with minimum 10 years of experience in Refinery/ Petrochemical/ fertilizer/ chemical industry. Max. Age- 45 Yrs.
- ii) **Qty: 01 Fire Officer (For General Shift)**
- iii) Vendor to ensure that quoted basic wage of Fire Officer should not be less than the minimum wage of Highly Skilled category. Vendor to also ensure that statutory compliances, like PF, ESI, etc deposited at head of Fire Officer should not be less than that applicable to highly skilled category.

**2.2 Fire Supervisor: (Highly Skilled category)**

- i) Qualification & Experience: Candidate should be at least qualified the Sub Officers Course from recognize Institute with minimum 5 years of relevant experience in Oil & Gas / Petrochemical / Chemical / Petroleum refinery / fertilizers industry. Max. Age- 45 Yrs

**Note: Having Heavy Geared Vehicle (HGV I HMTV) driving license would be advantage.**

- ii) **Qty: 01 Supervisor in each shift (Duration of shift will be 8 hrs with one day weekly off)**

**2.3 Driver cum Pump Operator (DCPO): (Skilled Category)**

- i) Qualification & Experience: Candidate should be at least having six month Fireman Course from reputed institute and should possess **Heavy Geared Vehicle (HGV I HVM) driving license** with minimum 3 years of relevant experience in Oil & Gas / Petrochemical / Chemical / petroleum refinery /fertilizers industry regarding driving and operation of the fire tender. Minimum age of DCPO should be 25 years & Max. Age- 45 Yrs.

ii) Qty: 03 Men-Power in each shift (Duration of shift will be 8 hrs with one day weekly off)

#### 2.4 Fireman (Skilled category)

- i) Qualification & Experience: Candidate should have at least six months Fireman Course from reputed institute and should have minimum 3 years of relevant experience in Oil & Gas / Petrochemical / Chemical / Petroleum refinery / Fertilizers industry. Max. Age- 45 Yrs

**Note: Having Heavy Geared Vehicle (HGV I HVM) driving license would be advantage.**

ii) Qty: 05 Men-Power in each shift (Duration of shift will be 8 hrs with one day weekly off)

The above mention condition/Jobs are indicative only and non-exhaustive.

### 3. Man-Power Mobilization:

Contractor should ensure that required resources for fire service i.e., **Fire Officer, Driver cum Pump Operator; leading fireman (Fire Supervisor) and Fireman** are to be deputed by him as per the demand of Company. They should train in fire and safety drills from a recognized institute.

Contractor should arrange to provide proper identification card for his employees to be deputed by him for the work duly signed by the authorized officers. The personnel to be deputed by the contractor shall be fit to attend duties of fire service. The personnel should be medically fit to work at height and contractor has to produce their medical fitness certificates at time of joining. It is the responsibility of the contractor to get the personnel medically examined once in a year or as per nature of work, State/Central government regulation or HURL Management requirement.

**The physical standard of fire service personnel shall be as listed below:**

- |    |               |                       |
|----|---------------|-----------------------|
| a. | <b>Height</b> | <b>165 cms</b>        |
| b. | <b>Weight</b> | <b>50 Kgs Minimum</b> |
| c. | <b>Chest</b>  | <b>80 cms</b>         |

All of the Fire Officer, Fire Supervisor, DCPO, Firemen has to follow instructions given time to time by HURL Fire & Safety officials.

**Probable Shift timings: First shift – 06.00 hrs. to 14.00 hrs., Second shift – 14.00 hrs. to 22.00 hrs., Third shift – 22.00 hrs. to 06.00 hrs, General Shift 09:00 hrs. to 18:00 hrs.(Including Lunch & Tea Break).**

#### 3.1 Detailed Conditions:

- a) The identified fire staff should have undergone training in First aid, Fire & Safety drills, rescue operations etc. from recognized institute. Documentary proof shall be submitted in this regard for the proposed candidates.
- b) Contractor has to ensure statutory provisions w. r. t. Weekly off.
- c) **Contractor has to release monthly shift schedule** and to be **approved by HURL Fire & Safety Department**. Fireman crew shall attend the duties as per approved schedule. Any change in the Approved shift schedule, for valid reasons, in exceptional cases shall be approved by HURL Fire & Safety Department.
- d) **In any case, same fireman shall not continue his duty in the next immediate shift.**
- f) The personnel to be deputed by contractor shall be medically fit to work to attend duties of fire service and from the age group of 21 – 45 years.
- g) Medical fitness certificate issued by Government Authorized medical practitioner shall be produced at the time of joining for every personnel.
- h) Working hours of Fire Fighting System and related System/ Services etc. will be round the clock, seven days a week, 365 days a year.
- i) Contractor shall at all times or whenever required, submit their records, registers or books to duly authorized representative of HURL for inspection.
- j) **Employee details:** For security reasons the successful bidder shall submit the following documents of all his employees before deploying at works for review & acceptance by HURL:
  - **Bio-data with two passport size photos.**
  - **Proof of qualification / experience.**
  - **Proof of residential address issued by State Govt./ Govt. of India.**
  - **Character & Antecedent report from the Police authorities nearest to the respective native place.**
  - **Appointment order/ employment wage card (Form –XIV) as per Contract Labour (R&A) Act.**
- k) The contractor shall not engage or remove or change any person without the knowledge and concurrence of the HURL Fire & Safety in-Charge HURL shall have the right to advise the contractor to terminate the services of any employee for any violation of security provisions and / or indiscipline / violent behaviour, agitation, instigating other peaceful works. In case of such advice, contractor shall comply with the same with immediate effect with or without assigning any reason.
- l) Resignation of contract employees shall be informed to department in advance and also copy of relieving order shall be sent to HURL Fire & Safety In Charge. The Contractor will be responsible for deployment of new employee as replacement who is fulfilling above mentioned qualification & Other criteria with approval of Fire & Safety In Charge, prior to relieving the old one. In case of failing to maintain required manpower penal action against the contractor may be taken from HURL.

p) **Gate Pass System:**

- i) The contractor shall submit the list of personnel along with their address proof. It is the responsibility of the contractor to return / surrender the passes after expiry and in case of non-compliance in this regard, HURL reserves its right to withhold the payment till such time the passes are returned.
- ii) **Transportation, Accommodation and Canteen facility:** The contractor shall make own arrangements for total transportation, accommodation and canteen facility of the persons engaged in the works. Hostel or any other mode of accommodation and transportation will not be provided by HURL. **Entry permit to two wheelers/three wheelers will not be issued due to security reasons.** They may be parked at identified parking area at outside of the plant.

#### **4.0 CONTRACT PERIOD**

The contract period of this work shall be **12 months** from the stipulated date of start of the contract  
Reimbursement of enhanced wages on producing documentary evidence.

**Contract extension depend on the contractor previous year work performance.**

**Contractor not to claim any kind of contract period extension.**

#### **BRIEF DESCRIPTION OF AREAS COVERED UNDER THIS CONTRACT:**

**Total area of HURL Plant, HURL Township and outside (if necessary) with permission of EIC.**

### **5.0 Payment Terms**

5.1 The payment shall be made on monthly pro-rata basis.

5.1.1 Invoice to be submitted by supplier before 7<sup>th</sup> of every month along with copies of work completion certificate, **A p p r o v e d** muster rolls of his employees, Approved/verified attendance register copy, Bank statement for contract employees previous (Exp : claim January month bill December is the previous month) month.

5.1.2 Contractor has to pay salary to his employees before 10<sup>th</sup> of every month through bank on their account. The party should pay wages to his employees as per the minimum wages fixed by State / Central Govt. of India or as approved by HURL whichever is higher.



5.1.3 **Monthly wages for the first two months may** have to be borne by the supplier from his own resources if there are procedural delays expected during streamlining of the procedures in the initial bill settlements, work execution, facility allocation and bills verification by accounts etc.

5.1.4 **It is the responsibility of the contractor to pay wages to their employees even if minor delays in clearance of bills by department due to invalid bills/delay in submission of bills without proper supporting documents, in case of any delay in releasing of payment from the department, contractor shall pay his employees salary before 10<sup>th</sup> of every month from his own resources.**

5.1.5 In case of disputes for non-payment of wages to the supplied manpower or any other disputes, the payment due to the party can be withheld till settlement of the disputes by Department or on the orders of the court of law.

5.2 **Income Tax:** The party shall have certificate from Income Tax Officer of tax exemption otherwise, Income Tax at the prevailing rate as applicable from time to time shall be deducted from the successful Bidders bill as per the Income Tax Act, 1961 and the rules there- under or any re-enactment or Modifications thereof.

5.3 **Absent of duty and Penalty for non-execution of works:** The contractor has to meet the minimum manpower as mentioned above and penalty is applicable for absence as indicated in 3.3.1.

5.3.1 Fire Crew support services is 24 x 7 and 365 days emergency services, so all minimum manpower has to present and should be ensured by the contractor responsibility.

5.3.2 If any fire crew found absent or not arranged by the contractor than Penalty will be applicable as given bellow: -

**1<sup>st</sup> Incident:**

**Deduction: Rs. 500/- per person per incident @Submitted bill amount**

**2<sup>nd</sup> Incident:**

**Deduction: Rs. 1500/- per person per incident @Submitted bill amount**

**3<sup>rd</sup> Incident:**

**Contract Termination**

5.4 Copies of labour licence, insurance policy cover/premium receipt/ P.F. code no.(along with 1st. RAB.)

5.5 Monthly P.F. deposit challan receipts & statement certifying that PF contributions of all eligible employee/ worker working under this contract has been deposited with the regional PF commissioner.

## **6.0 EMPLOYEE STATE INSURANCE & LABOUR LAWS, WORKERS' COMPENSATION ACT, EMPLOYEES PROVIDENT FUND & MISC. PROVISIONS ACT**

6.1 The contractor shall submit along with the 1st. RAB the relevant documents as proof for labour insurance cover taken by him and/or the premium payment receipts for all the insurance policies referred to above for keeping such policies alive till the expiry of this contract without which the first RAB will not be accepted for processing.

6.2 The contractor shall submit the copy of the Provident Fund Code Number allotted by the concerned RPFC along with the first RA Bill to the HURL Fire & Safety. The contractor shall also comply with all the provisions of the Employees Provident Fund & Misc. Provisions Act.1952 including Employees Pension Scheme-1995 & indemnify HURL.

6.3 The contractor shall deposit the employees' as well as his own contribution with the concerned RPFC every month & submit the copies of the challan form along with statement to the HURL Fire & Safety along with a certificate that no eligible employee has been excluded from this list.

6.4 The contractor shall within seven days of the close of every month submit to the HURL Fire & Safety copies of wage payment sheets indicating the recoveries of PF contributions in respect of employees employed by or through him.

6.5 The contractor shall prepare contribution cards in Form-3 or Form-3A as may be appropriate in respect of contract labour deployed by him in or in connection with the work of establishment & submit the copies of such contribution cards to the HURL Fire & Safety regularly on quarterly basis.

6.6 The contractor shall undertake a Employee State insurance policy to cover the employees deployed by him at site in or in connection with the work of establishment under the provision of the Workmen Compensation Act. 1923 & submit a copy of the same to the HURL Fire & Safety for records.

6.7 The contractor shall ensure coverage of their workers under Prime Minister Jeevan Jyoti Bima Yojana (PMJJBY ) and Pradhan Mantri Suraksha Bima Yojana ( PMSBY)at the earliest and shall claim the reimbursement of the total Premium amount paid in their subsequent RA bills on submission of proof of deposit of the premium with as per HURL/ central govt. policy.

## **7.0 Other Special Conditions of the Contract (SCC)**

- a) Every workers required to effectively execute the works under this contract is mentioned on Scope of work.
- b) No minor, sick, old or medically unfit manpower will be deployed for the work.
- c) The contractor shall deploy skilled staff for the works under this contract as mentioned in Role & Responsivity & anyone found lacking in required competence at any point of time, shall be immediately withdrawn and replaced.
- d) It shall be contractor's responsibility to keep his manpower /staff in specified work as covered under this contract. Strict action (suspension/termination) would be taken against the contractor and/or his persons if found in places other than the specified work and/or indulging in unlawful activities.
- e) The contractor may be terminated giving 15 day's notice if the performance of the contractor is not found satisfactory or any other technical reasons.
- f) **Uniform & Safety shoes per year:** Boiler Suit /Uniform (two Sets/pairs per person), safety shoes (one pair per person), industrial safety helmet, Gum boot with steel toe (one pair per person), Rain Coat, Winter Jacket, Safety Whistle, Eye Protection, Ear Protection, Water Bottle with sling, Gloves, etc. in the scope of contractor.**(PPE'S should be BIS Marked and confirming to ANSI/BIS Standards.)**
- g) The Contractor will have to pay at least minimum rates of wage, fixed from time to time under the Minimum wages Act, to the personnel deployed by him at HURL. Payment to the workers shall be paid directly in their bank account through Bank as per latest guidelines of Labor Department.
- h) The Contractor shall be liable for indemnifying the HURL from any liability on account of his employees and/or meeting any Statutory Obligations required under labor Laws of the Central/State Government(s). HURL will therefore not assume any responsibility thereto.
- i) HURL reserves the right to reject any of the offers at technical/financial stage, if the same is not meeting the specifications without any future communication.

- j) The employee of Contractor shall ensure strict discipline and behaviour and diligent performance of their duties and the employees of Contractor shall not in any manner cause any interference, disturbance etc. to HURL staff or working and will be liable for immediately replacing the individual employee if the services rendered by him are not found to be satisfactory.
- k) HURL will not be responsible for any injury/death caused to the employees provided by Contractor at HURL. It will be the responsibility of Contractor to abide with the all the provisions of the Workmen Compensation Act, 1923 and no compensation, whatsoever shall be paid by HURL in this regard.
- l) Thorough checking of staff during entry/exit would be made by HURL's security guards.
- m) **Mobilization time:** Mobilization of manpower shall be done within 30 days from the placement of contract. Contractor shall meet the HURL management with the copy of service contract for manpower mobilization for preparation of gate pass. All gate passes shall be arranged by contractor from HURL Admin dept.
- n) **Validity:** This contract is valid for a period of ONE year from 100% manpower mobilization date at HURL and billing period will be considered accordingly. In case services are found satisfactory at the end of contract period, HURL may extend the contract for another 12 months or part thereof.
- o) **Labour laws and regulations:** Contractor shall obtain necessary labour license from licensing authority under the "Contract labour (Regulation & Abolition) Act 1970" and central rules made there under.
- p) **Provident fund:** The provisions of the EPF Act 1952 & rules/ scheme framed there under shall be applicable to the eligible contractor and his eligible employees to be engaged for this job. The contractor shall furnish the code no. allotted by RPFC authority to the HURL management. For this purpose, the contractor is liable to submit copy of each wage sheet and challan showing PF deposited with each bill to the Officer in-charge duly signed. Upon failure of the contractor to do so, the HURL shall be entitled to deduct applicable labour emolument as indemnity amount and shall be released only upon submission of related documents as a proof of PF compliance in respect of the employees to be engaged by contractor for this job.
- q) **ESI scheme:** Contractor shall also comply with the provisions of the ESI Act, 1948 & rules framed there under, in respect of their workers to be engaged for this job.
- r) Contractor shall obtain ESI code No. from the local ESI authorities for the said purpose and furnish the code no. allotted by ESI authorities to the officer In-charge HURL before starting the job.
- s) **Insurance cover for workmen:** The contractor shall obtain adequate insurance policy in respect of his workmen to be engaged towards compensation as admissible under 'The Workmen's Compensation Act 1923' & rules framed there under upon death/disablement of a worker and the same has to be produced to the HURL management before commencement of the work.
- t) In case any person deployed by contractor or by agencies who have been engaged by contractor for execution of this contract suffers work injury or complaints of illness within the plant or in the presence of other HURL personnel on duty, the concerned person may be treated by the available medical/para medical personnel who have been appointed by the company. Subsequently subject to the decision and guidance of the

company's medical officer the concerned person may be hospitalized, in such cases and in the absence of contractor's authorized representatives or of the concerned agencies, all expenses related to the initial treatment and/or hospitalization expenses shall be borne by HURL management and may be subsequently recovered from contractor's bills. Once you or your agency takes charge all the relevant medical documents related to the case shall be handed over to you to enable you to claim insurance benefits, if any. In such events all decisions taken by the HURL Medical officer, related to the treatment and/or hospitalization of the patient may be considered to be final and binding on all concerned.

- u) HURL reserves the right to terminate the contract without assigning any reasons whatsoever giving 15 days notice to the Contractor. Similarly, the Contractor will also have to give three months' notice in case Contractor wants to discontinue the contract.
- v) The contractors personal shall follow Company's HSE manual, Drug and alcohol policy, Road and safety policy and security policy.
- w) The contactor personnel shall abide by all the safety and other rules and regulations of company while working at site.

The above mention condition/Jobs are indicative only and non-exhaustive.

# Price Bid

Validate
Print
Help

Percentage BoQ

Tender Inviting Authority: VP TECH and PD at HURL Barauni.

Name of Work: Providing Services for Operation of Fire Tender and maintenance of Fire Fighting System at HURL Barauni.

Contract No: HUR/BR/CC/21-22/32

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 relevant 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. 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.  
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.  
4. Bidder has to ensure minimum wage criteria as per prevailing rate for manpower to be engaged under item No 1.01 & 1.03 of the BoQ.  
5. Bidder Can quote percentage BoQ to select At Par /Excess/Below (Less) from drop down menu of the BOQ sheet Only Contractor Profit Part.  
6. Bidder Can quote percentage to select At Par /Excess/Below (Less) from drop down menu of the BOQ sheet Only .  
7. L1 will be decided on overall quoted amount i.e including both BoQ1 and BoQ2 . 8. Bidder must be quoted in BoQ1 and BoQ2 otherwise offer shall be liable for rejection .  
9. The quoting At Par /Excess/Below (Less) in BoQ1 is applicable for Part -A and BoQ2 is applicable for Part -B only.

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate Per Day in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	53	55
1	Providing Services for Operation of Fire Tender and maintenance of Fire Fighting System at HURL Barauni. (PART-A)					
1.01	Safety Officer (Manpower Required-1)	12.00	Month	60000.00	720000.00	INR Seven Lakh Twenty Thousand Only
Total in Figures					720000.00	INR Seven Lakh Twenty Thousand Only
Quoted Rate in Figures			Select		0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				

## Price Bid

Validate	Print	Help	<b>Percentage BoQ</b>			
Tender Inviting Authority: VP TECH and PD at HURL Barauni.						
Name of Work: Providing Services for Operation of Fire Tender and maintenance of Fire Fighting System at HURL Barauni.						
Contract No: HUR/BR/CC/21-22/32						
Name of the Bidder/ Bidding Firm / Company :						
<b>PRICE SCHEDULE</b> <small>(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 )</small> <b>SCHEDULE OF RATES:</b> 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. 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. 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. 4. Bidder has to ensure minimum wage criteria as per prevailing rate for manpower to be engaged under Item No 1.01 & 1.03 of the BoQ. 5. Bidder Can quote percentage BoQ to select At Par /Excess/Below (Less) from drop down menu of the BOQ sheet Only Contractor Profit Part. 6. Bidder Can quote percentage to select At Par /Excess/Below (Less) from drop down menu of the BOQ sheet Only . 7. L1 will be decided on overall quoted amount i.e including both BoQ1 and BoQ2 . 8. Bidder must be quoted in BoQ1 and BoQ2 otherwise offer shall be liable for rejection . 9. The quoting At Par /Excess/Below (Less) in BoQ1 is applicable for Part -A and BoQ2 is applicable for Part -B only.						
<b>NUMBER #</b>	<b>TEXT #</b>	<b>NUMBER #</b>	<b>TEXT #</b>	<b>NUMBER</b>	<b>NUMBER #</b>	<b>TEXT #</b>
Sl. No.	Item Description	Quantity	Units	Estimated Rate Per Day in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	53	55
1	Providing Services for Operation of Fire Tender and maintenance of Fire Fighting System at HURL Barauni. (PART-B)					
1.01	Fire Supervisor Highly Skilled Manpower Required - 4	1460.00	Man Days	1045.88	1526984.80	INR Fifteen Lakh Twenty Six Thousand Nine Hundred & Eighty Four and Paise Eighty Only
1.02	DCPO (Driver cum pump operator) Skilled (Manpower Required -12)	4380.00	Man Days	892.07	3907266.60	INR Thirty Nine Lakh Seven Thousand Two Hundred & Sixty Six and Paise Sixty Only
1.03	Fireman Skilled (Manpower required - 20)	7300.00	Man Days	892.07	6512111.00	INR Sixty Five Lakh Twelve Thousand One Hundred & Eleven Only
2	After Quoted Amount BoQ1 (PART-A)					
2.01	Total Amount of Safety Officer From BoQ1	1.00	LS	720000.00	0.00	INR Zero Only
3	Contractor Profit - (Part-B)					
3.01	Estimated Contractor Profit on Sl.No. 1.01,1.02 and 1.03	1.00	LS	1791959.29	1791959.29	INR Seventeen Lakh Ninety One Thousand Nine Hundred & Fifty Nine and Paise Twenty Nine Only
Total in Figures					13738321.69	INR One Crore Nineteen Lakh Forty Six Thousand Three Hundred & Sixty Two and Paise Forty 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:							
<b>Summary of Details &amp; Documents in Support of PQC</b>							
	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 work order/purchase order (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)

**ANNEXURE-B**

**TENDER ACCEPTANCE LETTER**

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

Date:

**Sub: Acceptance of Terms & Conditions of Tender.**

Tender Reference No: **HUR/BR/CC/21-22/32**

Name of Tender /Work: - **“Providing Services for Operation of Fire Tender and maintenance of Fire Fighting System 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 hereby certify that I / We have read the entire terms and conditions of the tender documents form 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 / clause 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 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/21-22/32 dated 09.11.2021**) for “**Providing Services for Operation of Fire Tender and maintenance of Fire Fighting System 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**

**SELF DECLARATION**

To,

HURL

Barauni Urvarak Nagar, Begusarai-851115.

**Tender Reference No: HURL/BR/CC/21-22/32**

**Tender id: -**

Name of Tender/Work: **“Providing Services for Operation of Fire Tender and maintenance of Fire Fighting System 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**

To,

Date:

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

**Sub: No near relative certificate**

Tender Reference No: - **HURL/BR/CC/21-22/32**

**Name of Tender/Work: - “Providing Services for Operation of Fire Tender and maintenance of Fire Fighting System 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 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.a	Contractor Name/CompanyName	
1.b	Address:	
1.c	Phone No.	
1.d	E-mail ID	
2.a	Name of the Bank	
2.b	Address of the Branch	
2.c	Telephone No.	
2.d	9 Digit Code number of the Bank and Branch appearing on the MICR Cheque issued by the Bank	
2.e	11 Digit NEFT/IFSC Code of the Bank Branch	
2.f	Account Type (SB/CC/CA)	
2.g	Bank Account No.(as appearing on the Cheque)	
2.h	Permanent Account Number (PAN) Under Income Tax Act.	
2.i	GST Registration Number	
2.j	Name of Authorized Signatory	
2.k	Contact Person Name	

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

(Signature of the Bidder, with Official Seal)

**ANNEXURE-G**

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/21-22/32**

To,  
HURL Barauni

Dear Sir,

In consideration of HURL having its registered office at HURL Core -4, 9<sup>th</sup> 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 ..... (herein after called ‘TENDERER’) who wishes to participate in the said tender for ..... and you as a special favour, have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of Rs ..... valid up to..... on 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, the.....Bank 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 up to..... If any further extension of the Guarantee is required, the same shall be extended to such required period on receiving instruction from M/s .....on whose behalf this guarantee is issued.

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

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