

# **Hindustan Urvarak & Rasayan Limited**

(A Joint Venture of NTPC, CIL, IOCL, FCIL & HFCL)

Ref No.: HURL/Sindri/C&M/20-21/1273/CORG-1 Date: 28-12-2021

#### **CORRIGENDUM - 1**

With reference to tender No.- HURL/Sindri/C&M/20-21/1273 dated 17-12-2021 (Tender id: 2021\_HURL\_663731\_1) for the work of "Electrical Operation & Maintenance services and Plant pre-commissioning & commission activities in HURL Sindri project and its Residential Areas (Plant Area, Intake well, Settling tank, PAP S/s, Admin Building, Guest Houses, Residential quarters and Telephone exchange etc.)", Corrigendum is hereby issued as given below for modification in "Critical Date Sheet" as mentioned on page no.2 of tender document.

S.N.	Reference of Bidding Document			
	Part/Sec.	Page No.	Existing Clause	Amended Clause
1.	Bid Document Download / Sale End Date	Page 2	31.12.2021 (05:00 PM)	07.01.2022 (05:00 PM)
2.	Bid Submission End Date	Page 2	31.12.2021 (05:00 PM)	07.01.2022 (05:00 PM)
3.	Bid Opening Date	Page 2	01.01.2022 (05:00 PM)	08.01.2022 (05:00 PM)

All other terms and conditions stipulated in tender document, modified to the extent of corrigenda issued, remain unaltered.

This corrigendum is issued with approval of competent authority.



# **eProcurement System Government of India**

# **Published Corrigendum Details**

Date: 28-Dec-2021 05:14 PM



Organisation Chain :	Hindustan Urvarak and Rasayan Limited  Sindhri-Jharkhand - HURL
Tender ID :	2021_HURL_663731_1
Tender Ref No :	HURL/Sindri/CnM/20-21/1273
Tender Title :	Electrical OnM services and Plant pre-commissioning and commission activities in HURL Sindri project and its Residential Areas (Plant Area, Intake well, Settling tank, PAP S/s, Admin Building, Guest Houses, Residential quarters and Telephone exchange
Corrigendum Type :	Date

# Corrigendum:1

Corrigendum Title	Corrigendum Description	Published Date	Document Name	Doc Size(in KB)
Bid Submission Date	Corrigendum for Bid	28-Dec-2021 05:14 PM	Corrigendum-1.pdf	147.56
Extension	Submission date extension	20 Dec 2021 05.14 FM	corrigeriaam 1.par	147.50

<u>Critical Dates</u>					
Publish Date   17-Dec-2021 05:00 PM   Bid Opening Date   08-Jan-202					
Document Download/Sale Start Date	17-Dec-2021 05:00 PM	Document Download/Sale End Date	07-Jan-2022 05:00 PM		
Clarification Start Date	17-Dec-2021 05:00 PM	Clarification End Date	07-Jan-2022 05:00 PM		
Bid Submission Start Date	17-Dec-2021 05:00 PM	Bid Submission End Date	07-Jan-2022 05:00 PM		

# **Details Before Corrigendum**

<u>Critical Dates</u>					
Publish Date	17-Dec-2021 05:00 PM	Bid Opening Date	01-Jan-2022 05:00 PM		
Document Download/Sale Start Date	17-Dec-2021 05:00 PM	Document Download/Sale End Date	31-Dec-2021 05:00 PM		
Clarification Start Date	17-Dec-2021 05:00 PM	Clarification End Date	31-Dec-2021 05:00 PM		
Bid Submission Start Date	17-Dec-2021 05:00 PM	Bid Submission End Date	31-Dec-2021 05:00 PM		

# Government eProcurement System Government of India Procurement Tender Details Date: 17-Dec-2021 05:43 PM Print Basic Details Organisation Chain Hindustan Urvarak and Rasayan Limited||Sindhri-Jharkhand - HURL

Organisation Chain	Hindustan Urvarak and Rasayan Limited  Sindhri-Jharkhand - HURL						
Tender Reference Number	HURL/Sindri/CnM/20-21	HURL/Sindri/CnM/20-21/1273					
Tender ID	2021_HURL_663731_1						
Tender Type Open Tender Form of contract Works							
Tender Category	Services	No. of Covers	2				
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No				
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No				
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No				

Offline	S.No	Instrument Type	
	1	R-T-G-S	
	2	ECS	
	3	NEFT	

Cove	Cover Details, No. Of Covers - 2					
Cover No	Cover	Document Type	Description			
1	Fee/PreQual/Technical	.pdf	Document as per NIT Page No. 12 Checklist 18.3 ,S.N. I,II and III			
		.pdf	Document as per NIT Page No. 12 Checklist 18.3 ,S.N. IV and V			
		.pdf	Document as per NIT Page No. 12 Checklist 18.3 ,S.N. VI,VII and VIII			
		.pdf	Document as per NIT Page No. 12 Checklist 18.3 ,S.N. IX			
		.pdf	Document as per NIT Page No. 13 Checklist 18.3 ,S.N. X,XI,XII,XIII,XIV,XV and XVI			
2	Finance	.xls	Price Bid			

<u>Tender Fee De</u>	tails, [7	Total Fee in ₹ * - (	0.00]
Tender Fee in ₹	0.00		
Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No		

<b>EMD Fee Detail</b>	<u>s</u>		
EMD Amount in ₹	2,20,000	EMD through BG/ST or EMD Exemption Allowed	Yes
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	Hindustan Urvarak And Rasayan Limited	EMD Payable At	Delhi

Work	/Item(s)
Title	

Electrical OnM services and Plant pre-commissioning and commission activities in HURL and its Residential Areas (Plant Area, Intake well, Settling tank, PAP S/s, Admin Building Houses, Residential quarters and Telephone exchange							
Work Description	commission activities in HU tank, PAP S/s, Admin Build	JRL Sindri projec ding, Guest					
Pre Qualification Details	Please refer	Please refer Tender documents.					
Independent NA External Monitor/Remarks							
Tender Value in ₹	1,09,24,728	Product Category	Miscellaneous Services	Sub category	NA		
Contract Type	Tender	Bid Validity(Days)	120	Period Of Work (Days)	365		
Location	Sindri, Dhanbad	Pincode	828122	Pre Bid Meeting Place	NA		
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	Sindri, Dhanbad		
Should Allow NDA Tender	No	Allow Preferential Bidder	No				

Critical Dates			
Publish Date	17-Dec-2021 05:00 PM	Bid Opening Date	01-Jan-2022 05:00 PM
Document Download / Sale Start Date	17-Dec-2021 05:00 PM	Document Download / Sale End Date	31-Dec-2021 05:00 PM
<b>Clarification Start Date</b>	17-Dec-2021 05:00 PM	Clarification End Date	31-Dec-2021 05:00 PM
<b>Bid Submission Start Date</b>	17-Dec-2021 05:00 PM	Bid Submission End Date	31-Dec-2021 05:00 PM

NIT Document	S.No	Document Name		Description		Document Size (in KB)
	1	Tendernotice_1.pdf		Sindri project and its Area, Intake well, Se	commission activities in HURL Residential Areas (Plant attling tank, PAP S/s, Admin tes, Residential quarters and	784.73
Work Item Documents	S.No	Document Type	Documen	t Name	Description	Document Size (in KB)
	1	BOQ	BOQ_6986:	17.xls	Price Bid	304.00
	2	Tender Documents	Tenderdocu	umentelectrical.pdf	Electrical OnM services and Plant pre-commissioning and commission activities in HURL Sindri project and its Residential Areas (Plant Area, Intake well, Settling tank, PAP S/s, Admin Building, Guest Houses, Residential quarters and Telephone exchange etc.	770.78

I CHIGE! THAIL	ing Authority	
Name	BUH, HURL Sindri Project	
Address	HURL Sindri Project, Old FCIL Complex, Sindri ,Dhanbad, Jharkhand	10000

#### TWO-BID Open e -TENDER

Hindustan Urvarak & Rasayan Limited, Sindri, (hereinafter referred as HURL or Owner or Client) invites electronic online bids (e Tender) through HURL web site <a href="www.hurl.net.in">www.hurl.net.in</a> (for ref. only) and CPPP web site <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> 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, Sindri request bidders to quote in line with tender documents uploaded (refer attached Index) & submit the offer on our e-portal <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>.

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

All interested bidders have to submit Techno Commercial Bid (Part I) & Price Bid (BOQ) (Part II) strictly in the tender format available online on e-portal. No other form of bid shall be accepted and the tender shall be summarily rejected. Bids shall be digitally signed and uploaded by someone legally authorized and competent on behalf of his firm / company i.e Bidder and relevant documents w.r.t. the same to be uploaded along with the bid by the bidders. The Power Of Attorney of such person needs to be furnished along with bid.

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

For & on behalf of **HURL, Sindri** 

Manager, Contracts

# **INSTRUCTION TO BIDDERS**

Online bids are invited on two bid system for <u>"Electrical Operation & Maintenance services and Plant pre-commissioning & commission activities in HURL Sindri project and its Residential Areas (Plant Area, Intake well, Settling tank, PAP S/s, Admin Building, Guest Houses, Residential quarters and <u>Telephone exchange etc.</u>)" <u>Tender No.: HURL/Sindri/C&M/20-21/1273</u>". Manual bids shall not be accepted.</u>

Tender documents may be downloaded from HURL web site www.hurl.net.in (for reference only) and CPPP site <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> as per the schedule as given in CRITICAL DATE as in Point no. 4 of NIT.

Type of Tender: Open Tender – Two bid

# **Critical Date Sheet:**

Published Date	17-12-2021, 05:00 PM
Bid Document Download / Sale Start Date	17-12-2021, 05:00 PM
Bid Submission Start Date	17-12-2021, 05:00 PM
Bid Document Download / Sale End Date	31-12-2021, 05:00 PM
Bid Submission End Date	31-12-2021, 05:00 PM
Bid Opening Date	01-01-2022, 05:00 PM

#### **Technical Qualification:**

Following are the Qualifying Requirements / Pre-Qualification Criteria (PQC) for the subject package:

- 5.1 The Bidder must have satisfactorily executed Similar nature of works\* in Government Sector or any large reputed Private Sector Enterprises during last seven (07) years ending last day of month previous to the one in which bids are invited i.e. 30-11-2021 and shall meet either of followings work order criteria (Value excluding GST) mentioned below,
  - (i) One similar nature of completed work with executed value (exclusive of GST) not less than the amount equal to ₹ 87.4 lakhs

or

(ii) Two similar nature of completed works each with executed value (exclusive of GST) not less than the amount equal to ₹ 54.7 lakh for each work order

O1

(iii) Three completed works each with executed value (exclusive of GST) not less than the amount equal to ₹ 43.7 lakhs for each work order

- \*Similar nature of works means: The bidder must have successfully done Operation and Maintenance of electrical equipment's like HT & LT Switchgear (11 kV/6.6 kV/0.415 kV), HT & LT motors, Transformers and HT Overhead Line etc. in industrial field of Govt/Semi-Govt/PSU/Large Reputed Private Organizations.
  - **Note 1** For above, job executed by bidder for its own plant / project cannot be considered as experience for the purpose of technical criteria evaluation. However, jobs executed for Subsidiary / Fellow subsidiary / Holding company will be considered as experience for the purpose of technical criteria evaluation subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the Bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary / Holding company.
  - **Note 2** In case of bidder is submitting the work order/contracts of minimum value as mentioned in above table citing working experience in multiple/various services, then only the work experience of such services falling under the broadly classified category defined in similar works would be considered for the purpose of meeting evaluation criteria.
  - **Note 3** In case of running contracts, if the contract value executed till last day of the month previous to the one on which NIT is invited i.e. 30-11-2021 is equal to or more than minimum prescribed value as mentioned above, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate to this effect issued by end user/owner.

As a documentary proof, the bidder shall submit signed and stamped copies of the following documents in technical bid-

- 5.1.1 Copy of Work Orders performed in last 7 years with full technical details including detailed Scope of the Work, **BOQ**, Contract value and Completion Period.
- 5.1.2 Completion/Acceptance Certificate from End User/OWNER regarding satisfactory completion indicating the period of completion. The Completion / Acceptance Certificate shall clearly indicate LOI / Work Order no., Name of Work, Executed work value, Service Tax/GST, Contract period and actual Date of Completion. Completion certificate for works issued by a private organization shall be supported by Form 26AS / TDS certificates.
- 5.1.2.1 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 Pre-Qualification criteria (PQC) 5.1, if same is submitted along with completion certificate.
- 5.1.2.2 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 5.1 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.

- 5.1.2.3 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.
- 5.1.2.4 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.
- 5.1.2.5 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.
- **5.1.3** Similar work experience documents submitted in technical bid shall only be considered for technical bid evaluation. Any shortfall document related to submitted similar work experience in technical bid, if asked by HURL (As per clause 4.12, page 14 of tender document) and submitted by the bidder as per given timeline shall be considered as part of technical bid.

**Note**- Any other/new work experience submitted by the bidder through mail / hard copy submission / by post / added through shortfall document submission shall not be considered for Technical bid evaluation.

- 5.2 The bidder shall have valid electrical contractor license issued by agency of state government / central government applicable for electrical works in Jharkhand state. As a documentary proof, the bidder shall submit signed and stamped copies of valid electrical contractor license in technical bid.
- 5.3 Average Annual financial turnover during last three (03) financial years of the bidder should be at least INR 32.8 Lakhs. For evaluation of same, Bidder shall submit followings,

• Audited Annual Statements (Balance Sheet and Profit & Loss account) of the company for last three (3) financial years i.e. 2018-19, 2019-20 and 2020-21. Audited annual statement shall be certified by CA with membership number.

Or,

- Certificate issued by Chartered Accountants or statutory auditors of the bidding entity certifying the Annual Turnover for the Three preceding financial years i.e., 2018-19, 2019-20 & 2020-21
- **Note 1-** If audited financial results of the immediate preceding financial year is not available, the bidder has an option to submit the audited financial results of the three (03) financial years immediately prior to that financial year. The same will be considered for evaluation of average financial turnover. Audited annual statement shall be certified by CA with membership number.
- Note 2- Other income shall not be considered for arriving at annual turnover.
- **5.4** The bidder shall have Valid GSTIN registration, valid PAN card issued by Income Tax department and registration with EPF Organization. As a documentary proof of same, the bidder shall submit signed, stamped and scanned copy of Certificates like valid GSTIN Registration certificate (GSTIN status shall be shown as active on GST portal.), registration with EPF Organization, PAN card issued by Income Tax Department.

The bidder shall submit following details also in technical bid as applicable,

- i) **For Proprietorship firm** Name of the proprietor to be mentioned. The bidder shall submit copy of Affidavit of proprietorship in original duly notarized (Latest).
- ii) For partnership firms The bidder shall submit copy of Affidavit in originals duly notarized, confirming the current status of the firm along with names of the partners or Copy of partnership deed duly notarized (latest) to be submitted
- iii) **For limited companies** The bidder shall submit copy of notarized copy of Memorandum and Articles of Association and list of directors.

#### **Evaluation of Bids:**

- <u>6.1</u> Bids shall be scrutinized in terms of the provisions of the bidding documents. Full compliance to the complete provisions of the Bidding Documents and its subsequent Amendment(s) / Clarification(s) / Addenda / Errata if any, issued by the HURL shall be checked. Failure to comply with this requirement, the bid shall be rejected.
- <u>6.2</u> Technical and commercial bids shall be evaluated only for those bidders, whose EMD is found to be in order as per NIT requirement. EMD submitted by bidder will be reviewed against its value, validity and issuing bank as per NIT requirement. If the EMD is not found in order with respect to NIT requirement, the bids may be rejected.
- <u>6.3</u> The PRICE BID shall be opened only of those bidders whose bids are found to be technically and commercially substantially responsive.

- <u>6.4</u> A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose Owner defines the foregoing terms below: -
- (a) "Deviation" is departure from the requirement specified in the tender documents.
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.
- 6.5 The subject work is indivisible / non-splitable and complete work shall be awarded to successful overall lowest bidder. The financial comparison for selection of Lowest (L-1) Bidder / Contractor shall be done based on the total derived price of all the items mentioned in BOQ/SOR Part- A and Part-B after arithmetical correction of errors (if any). The aggregate of quoted amount for all items of BOQ (Items as mentioned in SOR part-A and SOR part-B) will be worked out as total derived price, shall be considered for evaluation and award.
- <u>6.6</u> The Owner will award the Contract to the successful Bidder whose Technical and Commercial bid has been determined to be substantially responsive and Price Bid to be the lowest evaluated Bid.
- 6.7 In case tie between two or more bidders at L-1 position, the sole criterion for determining the L1 bidder among them shall be on the basis of evaluated Average Annual financial Turn Over of last three (03) financial years as per Pre-Qualification criteria (PQC) 5.2 of tender document. Bidder having the highest average annual financial turnover as per evaluation of Pre-Qualification criteria (PQC) 5.2 will be considered as L1 bidder.
- 6.8 The unit price of item mentioned in BOQ/SOR Part-A shall be same as quoted unit rate by the bidder in price bid against items of BOQ/SOR Part-A. Bidder shall quote rate for "Hiring of Camper with Driver and fuel" in Rs. per kilo meter and "Hiring of Hydraulic Excavator with Driver and fuel" in Rs. per Hour for SOR part-A. The rate shall consists of all types of running, fuel, driver, maintenance and insurance costs
- <u>6.9</u> Bidder shall not quote negative Contractor service charges for manpower services for item mentioned in SOR Part-B. Contractor Service charges in % on manpower services for item mentioned in each part of SOR Part-b shall be same as quoted percentage rate by the bidder for each individual part of SOR part-B in price bid.
  - For Example- If bidder quotes Excess (+) 10% then contractor service charges in % on manpower services will be 10%.
- <u>6.10</u> In case of Abnormally Low Bid the Bidder may be asked for written clarifications, including detailed price analyses of its bid price in relation to scope, schedule,

allocation of risks and responsibilities, and any other requirements of the bid documents. If, after evaluating the price analysis, the Owner determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the bid/ proposal.

6.11 The selected Agency shall have to execute an Agreement on Non-judicial stamp paper of worth ₹100/- (Rupees one hundred only) at their own cost, within a period of 7 days from the date of receipt of the Work Order.

#### **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.

Not more than one tender shall be submitted by one contactor 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.

Tenderer who has downloaded the tender from the HURL website www.hurl.net.in and Central Public Procurement (CPPP) Portal 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 manner. In case the same is found any 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.

Intending tenderers are advised to visit again HURL web site www.hurl.net.in and CPPP website https://eprocure.gov.in/eprocure/app regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.

EMD Payment: Earnest Money Deposit is to be deposited <u>electronically by ECS/RTGS/NEFT</u> in the account of "Hindustan Urvarak and Rasayan Limited, payable at **Delhi**" 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 ECS/NEFT/RTGS:
Bank Name – State Bank of India
IFS CODE: SBIN0004803. Account No: 38387231141.

12. EMD value: Rs. Rs. 2,20,000.00 (Rupees Two Lakh Twenty Thousand only).

Price Bid Validity date 120 days.

Micro and Small Enterprises (MSEs) shall be exempted from paying Earnest Money Deposit.

MSEs seeking exemption and benefits should enclose/upload in e-tender portal an attested/self-certified copy of following registration certificate as a part of his bid, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

- i) Ministry of MSME vide Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 had notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified, form and procedure for filing the memorandum (Udyam Registration) w.e.f. 01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e. https://msme.gov.in/) Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs- 2012
- ii) An enterprise registered prior to 30.06.2020 and who is not re-registered with Udyam Registration, shall continue to be valid for a period up to 31.12.2021. Such enterprise shall submit EM Part-II or Udyog Aadhaar Memorandum (UAM) for availing benefits of PPP-2012.

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 as the date of Price-Bid opening will be intimated later.

#### **LOCAL CONDITIONS**

16.1 It will be imperative on each Bidder to fully make aware himself of all local conditions and factors which may have any effect on the execution of the works covered under these specifications and documents. Bidder shall inspect the site, examine and obtain at its cost and responsibility, all information required and satisfy himself regarding all matters and things such as access to site, communications, transport, right of way, the type and number of equipment and facilities required for the work, availability of local labor, materials and their rates, local working conditions, weather, flood levels, sub-soil conditions, natural drainage, and all information that may be necessary for preparing its Bid, performance of work and other obligations and related matters. By submitting the Bid the Bidder shall be deemed to have acknowledged and agreed that ignorance of the site and other said conditions shall not be basis for any claim for compensation or extension of time or loss of profits etc. and the OWNER shall not be liable on account thereof in any manner whatsoever to the Bidder or any person claiming through or under the Bidder.

16.2 Bidders must before submission of their Bids, acquaint themselves with all applicable regulatory and other legal requirements pertaining to insurance and health, safety and environment requirement at Sindri, Dhanbad, Jharkhand and rules related to work permit and visa requirements Sindri, Dhanbad, Jharkhand or in any way or

manner affecting the performance of Scope of Work, the Contractor and the Plant operation and performance including social security, safety, pollution control, permits, licenses, and other statutory requirements and regulations. The submission of a Bid by the Bidder will be construed as evidence that such an examination was made and the Bidder shall not raise at any time later any claims/disputes against the OWNER and the OWNER shall not be liable for the same in any manner whatsoever.

17 Bidders are required to carefully go through the entire tender document including scope of work, GCC, SCC and SOR before quote. Bidders should contact HURL in case of any query in tender document before bid submission. Once the bid submitted, HURL will assume that the bidder has understood all the aspects of tender document works and submitted bid accordingly.

#### 18. Guideline for submission of bid:

#### 18.1 Technical Bid:

The following documents are to be furnished by the Contractor as part of Technical Bid:

- (i) Signed, Stamped and completely filled Techno Commercial Proposal Bid Form (Enclosed as Annexure-1 and Annexure-2 in tender document)
- (ii) Power of Attorney as per requirement mentioned in NIT. Bids shall be digitally signed and uploaded by someone legally authorized and competent on behalf of his firm / company i.e. Bidder and relevant documents w.r.t. the same to be uploaded. The Power of Attorney of such person needs to be furnished along with bid.
- (iii) Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD). MSE bidders are exempted from submission of EMD as per provisions in the Tender Documents. MSE bidders seeking benefits of MSE as specified in the Tender Documents, must submit Attested/Self attested copy of Registration certificates (as mentioned in clause 14.0 of ITB) failing which no benefit of MSE shall be extended.
- (i) Similar work experience Documents as required in accordance with Clause 5.1 of Qualifying Requirements / Pre-Qualification Criteria (PQC) of tender document
- (ii) Signed and stamped copies of valid electrical contractor license as required in accordance with Clause 5.2 of Qualifying Requirements / Pre-Qualification Criteria (PQC) of tender document
- (iii) Audited Annual Statements (Balance Sheet and Profit & Loss account statements
   ) in accordance with Clause 5.3 of Qualifying Requirements / Pre-Qualification
   Criteria (PQC) of tender document

- (iv) Signed, Stamped and Scanned copy of GSTIN Registration, PAN Card, EPF Registration and other documents in accordance with Clause 5.4 of Qualifying Requirements / Pre-Qualification Criteria (PQC) of tender document
- (v) Signed, Stamped and Scanned copy of last three financial year ITR
- (vi) Signed and stamped copy of each page of tender documents as a token of acceptance indicating read, understood and accepted the Terms & Conditions mentioned in tender documents.
- (vii) Signed, Stamped and Scanned copy of affidavit on company letter head as specified in Annexure A of tender document.
- (viii) Signed, Stamped and Scanned copy of Tender Acceptance Letter as per Annexure-B & Letter of authorization to submit bid.
- (ix) Signed, Stamped and Scanned copy of No deviation Certificate as per Annexure-C.
- (x) Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director, in the format as enclosed as Annexure- D of Tender Document.
- (xi) Signed, Stamped & Scanned copy of format For Electronics Payment as per Annexure-E
- (xii) MSEs seeking exemption and benefits should enclose an attested/self-certified and stamped copy of valid registration certificate, giving details such as validity, stores/services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
- (xiii) Any other document asked for in the Bidding Documents.

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

#### 18.2 Price Bid:

18.2.1 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 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.

- 18.2.2 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer.
- 18.2.3 Prices must be filled in format for "Price Bid" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 18.2.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (CGST & SGST/ UTGST or IGST) shall be included in the rates / prices and the total bid-price submitted by the Bidder.
- 18.2.5 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the complete items considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work/ Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 18.2.6 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.

If any new taxes and/or duties are imposed beyond Completion/ Contract period for reasons not due to Owner's default, such taxes and duties shall be to Contractor's account.

If any new taxes and/or duties are imposed beyond Completion / Contract period for reasons due to Owner's default, such taxes and duties shall be to Owner's account.

- 18.2.7 The tenderer shall quote their rate in percentage rate over total estimated cost of all items of BOQ portion up to two decimals only in price bid. Tenderers to note that only first two decimals shall be considered for evaluation if quotation is having more than two decimals. Bidder to go through Preamble to SOR mentioned in the tender document before quoting.
- 18.2.8 For items mentioned in SOR Part-A, the bidder has to quote in BOQ1 of price bid. Bidder is required to select "Excess(+) / Less(-)" from drop down menu in Quoted Rate in Figures and then they have to quote rate in percentage up to two decimals only. Bidder shall quote rate for "Hiring of Camper with Driver with Driver and fuel" in Rs. per kilo meter and for "Hiring of Hydraulic Excavator with Driver and fuel" in Rs. per Hour for SOR part-A.
- 18.2.9 For item mentioned in SOR Part-B, the bidder has to quote in BOQ2 of price bid.

  Bidder is required to quote contractor profit rate in percentage up to two decimals only. Bidder shall not quote negative contractor service charge for SOR Part-B items.

18.2.10 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 shall be paid extra as per applicable rates.

# 18.3 Checklist of documents to be submitted:

S.No	Item	Yes / No	Bid Ref.
I	Signed, Stamped and completely filled Techno Commercial Proposal Bid Form (Enclosed as Annexure-1 and Annexure -2 in tender document)		
II	Power of Attorney as per requirement mentioned in NIT. Bids shall be digitally signed and uploaded by someone legally authorized and competent on behalf of his firm / company i.e. Bidder and relevant documents w.r.t. the same to be uploaded. The Power of Attorney of such person needs to be furnished along with bid.		
III	Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD) / MSE Certificate for exemption.		
IV	Similar work experience Documents as required in accordance with Clause 5.1 of Qualifying Requirements / Pre-Qualification Criteria (PQC) of tender document		
V	Signed and stamped copies of valid electrical contractor license as required in accordance with Clause 5.2 of Qualifying Requirements / Pre-Qualification Criteria (PQC) of tender document		
VI	Audited Annual Statements (Balance Sheet and Profit & Loss account statements ) in accordance with Clause 5.3 of Qualifying Requirements / Pre-Qualification Criteria (PQC) of tender document		
VII	Signed, Stamped and Scanned copy of GSTIN Registration, PAN Card, EPF Registration and other documents in accordance with Clause 5.4 of Qualifying Requirements / Pre-Qualification Criteria (PQC) of tender document		
VIII	Signed, Stamped and Scanned copy of last three financial year ITR		
IX	Signed and stamped copy of each page of tender documents as a token of acceptance indicating read, understood and accepted the Terms & Conditions mentioned in tender documents.		

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X	Signed, Stamped and Scanned copy of affidavit on company letter head	
	as specified in Annexure A of tender document.	
XI	Signed, Stamped and Scanned copy of Tender Acceptance Letter as per	
	Annexure-B & Letter of authorization to submit bid.	
XII	Signed, Stamped and Scanned copy of No deviation Certificate as per	
	Annexure-C.	
XIII	Signed, Stamped and Scanned copy of Certificate from CEO or Managing	
	Director, in the format as enclosed as Annexure- D of Tender Document.	
XIV	Signed, Stamped & Scanned copy of format For Electronics Payment as	
	per Annexure-E	
XV	MSMEs seeking exemption and benefits should enclose an attested/self-	
	certified and stamped copy of valid registration certificate, giving details	
	such as validity, stores/services etc. failing which they run the risk of their	
	bid being passed over as ineligible for the benefits applicable to MSMEs.	
XVI	Any other document asked for in the Bidding Documents.	

Note: Failure to Upload Authentic and Corrects Documents as mentioned at S.No I to XVI of clause 18.3 (Checklist) above would lead to Rejection of Techno- Commercial Bid. Price Bids shall be opened only of those bidders who are qualified and whose techno-commercial bids are acceptable.

- 20.0 HURL reserves the right to reject any or all the bids without assigning any reason whatsoever and does not bind itself to accept the lowest or any other bid. The bids which are incomplete in any respect are liable to be rejected. HURL is at liberty to take any of the following actions in case of this NIT:
  - a) To cancel the tender without reference to the bidders.
  - b) To postpone the due date and time.
- 21.0 Bidders shall not be entitled to claim any costs, charges, expenses or incidentals for or in connection with the preparation and submission of their bids even though HURL may withdraw the enquiry/tender or reject all bids.
- 22.0 <u>SITE VISIT</u>: If needed, the bidder and his authorized personnel will be granted permission by General manager (Project), HURL Sindri Project to enter upon HURL Sindri project premises and may visit the site before quoting their rates.
- 23.0 HURL reserves the rights to assess bidder's capability and capacity to perform the
- 24.0 To know more about HURL, please visit our website www.hurl.net.in

# **Instructions for Online Bid Submission:**

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

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

#### 1.0 REGISTRATION

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

#### 2.0 SEARCHING FOR TENDER DOCUMENTS

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

2.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### 3.0 PREPARATION OF BIDS

- 3.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 3.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 3.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or ''Other Important Documents'' area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### 4.0 SUBMISSION OF BIDS:

- 4.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 4.3 Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4.4 Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- 4.5 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 4.6 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 4.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.
- 4.8 Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 4.9 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 4.10 Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 4.11 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- 4.12 Shortfall documents: After evaluation of the uploaded documents, shortfall documents, if required, shall be sought from the bidder. For this purpose, maximum 1 chance, of 7x24 hours duration shall be given. If the techno-commercial acceptability of bidder is established upon verification of uploaded documents and shortfall documents if any, the case shall be considered for further processing. If the bidder happens to be defaulter upon verification of the documents or has not uploaded the required document within the `Sign & Stamp of Bidder

mentioned time frame his bid would be analyzed based on the uploaded documents and if found not in order as per requirement, would be outrightly rejected.

# 5.0 ASSISTANCE TO BIDDERS

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

0120-4001 062 0120-4001 002 0120-4001 005 0120-6277 787

E-mail support:

For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical - support-eproc(at)nic(dot)in Policy Related - cppp-doe(at)nic(dot)in

Or

Mr. Deepak Kumar, Manager (C&M) / Miss. Moupiya Mallick, Officer (C&M) HURL- Sindri Project,

Email id: deepakkumar@hurl.net.in moupiyamallick@hurl.net.in

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# **GENERAL CONDITIONS OF CONTRACT (GCC)**

#### 1. Scope of Contract

The Scope of Contract shall be as per 'Technical Specification' as mentioned in tender document and scope of work.

#### 2. Firm Price

Price to be quoted shall be firm and subject to no escalation whatsoever during the contractual completion period including extended period, if any, except for any statutory variations i.e. change in the rate of minimum wages, change in the rate of taxes & 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: Old FCIL Office Complex, HURL, Sindri (Jharkhand)

#### 4. Taxes and duties

- 4.1 The Bidder shall include all the taxes, duties/ levies etc. (except GST) in their quoted rates/ prices for all items of SOR. GST charges shall be paid extra at actual by the owner as applicable.
- 4.2 Please note that the responsibility of timely payment of above taxes to statutory authorities thereupon lies with the Contractor / Service Provider only.
- 4.3 Statutory variation in taxes and duties including imposition of any new tax & duty, within the scheduled Completion period, as per Contract/PO, shall be paid at actual on submission of documentary evidence.
- 4.3.1 In case of delay in execution, if there is any increase in the rate of tax & duty and/or there is imposition of any new tax/ duty by statutory authorities, HURL shall restrict the payment of taxes & duties, as prevalent on the scheduled delivery/ completion period only, as mentioned in the P.O and amendment(s) there to.
- 4.3.2 If there is any decrease in applicable rate of taxes & duties &/or there is any withdrawal of any tax & duty by statutory authorities, during the completion period including extended/ amended period of P.O, shall accrue to HURL's a/c.
- 4.4 The Contractor has to submit / furnish all necessary documents / information to enable HURL claim the input credit benefit, if any, under GST rules.
- 5. <u>Effective date of Contract/ Contract Period</u>: The contract shall be operative for a period of Twelve (12) months with effect from the start date of work as certified by Engineer-In-Charge (EIC). The contract may further be extended for six months as needed by HURL and subject to Agency's performance. However, clearance for continuation of contract shall be given on month-to-month basis depending upon the job requirement and the Agency's performance and at the sole discretion of the HURL.

If the Agency is not competent to execute the job as per the requirements of HURL or owing to deficiency in service or substandard quality of manpower deployed, its contract shall be terminated at any time after giving one month notice to the selected Agency. The decisions in this regard by the HURL shall be binding and cannot be disputed.

# 6. Completion Period/ Time Schedule

SI.No.	Particulars	Time Schedule/ Contract Period
1.	Completion of Total Work	12 months from the start date of work as certified by Engineer-In-Charge (EIC).

#### 7. Payment Terms

- The payment shall be made for the actual job executed by the Agency after due verification and certification by the concerned Engineer-in-charge of the HURL, Sindri Project.
- The Agency shall submit bills in triplicate on monthly basis to the concerned Engineer in-charge of the HURL, Sindri Project. Payment shall be released within 30 days of submission of invoice by the party. All payments shall be made in Indian currency by means of Electronic Clearance Service (ECS) or Cheque only.
- In-come Tax as applicable as per IT Rules shall be recovered at source and other taxes as applicable will be deducted from the Running/final bill.
- The agency shall pay applicable GST and claim it along with RA Bills.
- The successful bidder will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance and any other mandatory provisions of law in respect of the persons deployed by Contractor for this work.
- The successful bidder shall maintain all statutory registers under the applicable Law.
   The bidder shall produce the same, on demand, to the EIC of HURL nominated for this work.
- The claims in bills regarding Employees State Insurance, Provident Fund, and Service
  Tax etc. should be necessarily accompanied with documentary proof pertaining to the
  concerned month bill. Each monthly bill must accompany the list of employees with
  their date of engagement.
- Successful bidder shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to HURL to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- In case, the successful bidder fails to comply with any statutory/taxation liability under appropriate law, and as a result there of HURL is put to any loss / obligation, monitory or otherwise, HURL will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the bidder, to the extent of the loss or obligation in monitory terms.

• No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

The payments shall be done based on the work done and the contract payment shall be released as follows:

S.N.	Particulars	% of the value of work
1	Value of actual work done against submission of running bill shall be released within 30 days after certification by the owner after recovering of the following:  a. Statutory deduction and Income tax as applicable. b. Any other recovery if any	97%
2	Release of Security Deposit along with final Bill	3%

#### **8.0** EARNEST MONEY DEPOSIT (EMD)

- **8.1** Bidders shall have to deposit earnest money of **Rs. 2,20,000.00** (Rupees Two Lakh Twenty Thousand only).in the account of HURL. Tenders received without earnest money shall not be entertained and shall be summarily rejected.
- **8.2** The earnest money shall be forfeited if the Bidder withdraws/ amends, impairs and derogates from the tender.
- **8.3** EMD shall be refunded to all the unsuccessful Bidder after acceptance of work order by the successful Bidders. No interest shall be payable on submitted EMD amount. EMD of the bidders whose price are not considered to be opened, shall be released/refunded at the earliest but only after the award of the subject work to the successful bidder.

The contractor will have to apply in writing for refund of security deposit along with one cancelled cheque. EMD shall be refunded to all the unsuccessful Bidder at the earliest but not later than thirty days beyond the award of the subject work and receipt of EMD return letter from the bidder.

- **8.4** The Earnest money will be forfeited in the following conditions:
  - (a) If at any stage, any of the information/ declaration given by the bidder is found to be false.
  - (b) If a bidder withdraws his bid during the period of bid validity period specified in the terms and conditions of tender.
  - (c) In case of any selection of bidder, if he fails to enter in to the contract or fails to furnish his responsibilities as mentioned in the above referred clauses of the tender document.
- **8.5** EMD of successful bidder shall be converted into security deposit. The same will be additional to security deposit amount as mentioned in clause 9.0 and no interest shall be payable thereon.

#### **8.6** Exemption from submission of EMD:

Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006, for goods produced and services rendered, shall be exempted from paying Earnest Money Deposit.

# Bidders are required to upload Signed, Stamped and Scanned copy of the Certificate as part of Technical Bid, failing to which their bids are liable for rejection.

**8.7** Price Bids shall be opened only of those bidder(s) whose EMD shall be found as per the requirement of the bidding documents.

#### 9.0 SECURITY DEPOSIT:

- EMD of successful bidder will be converted to Security Deposit after award of contract.
   Successful Bidders who are exempted from submission of EMD on account of MSME/NSIC/SSI, shall have to deposit security deposit of Rs. 2,20,000.00 (Rupees Two Lakh Twenty Thousand only).before award of contract/Work Order.
- Further, The security deposit at the rate of 03.00 % shall be recovered from the subsequent monthly bills. The security deposit shall be kept as performance guarantee and shall not bear any interest. It will be refunded to the Agency after the satisfactory completion of contract period however, the contractor will have to apply in writing, along with original cash receipt for refund of security deposit
- The HURL reserves the right to forfeit the security deposit if the Agency fails or neglects to take up the job, abide by to fulfil the terms and conditions of the contract and/or to execute the work satisfactorily

#### 9.0 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. However, the upper ceiling of total quantum of variation of work shall be limited to 10 % of the original contract value. 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

#### 10.0 Insurance

- **10.1** 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 his cost.
- **10.2** All contractors' equipment shall be at the sole risk of the contractor.
- **10.3** The contractor will insure all his personnel employed for the execution of the work against any personal injury that may be sustained as a result of the execution `Sign & Stamp of Bidder

of the work. The contractor will present satisfactory evidence to the owner/consultant that such insurance is in force.

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

#### 11.0 Termination

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

# 12.0 Force Majeure

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

#### **13.0 SETTLEMENT OF DISPUTE:**

- **13.1** Amicable efforts should be made to settle the claim, if any by direct negotiation with the concerned Engineer-in-charge of HURL, Sindri Project. In case the same is not settled, all disputes and differences whatsoever arising between the parties out of or relating to the meaning and operation of effect of this contract or the breach thereof shall be referred to the GM-Projects / Incharge of the HURL, Sindri Project for arbitration and the award made in pursuance thereof shall be binding on the parties.
- **13.2** Subject to as aforesaid the provision of Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment or rules made there under shall apply to the Arbitration proceeding under this clause.
- **13.3** No objection shall be made to the appointment of the above arbitration on the ground of any of them being an officer of the HURL and/or had at any time dealt the matter in dispute or difference and/or expressed any views thereon.
- **14.0 Governing laws:-** This Contract shall be governed by the Indian Laws for the time being in force and the Dhanbad Courts alone shall have the exclusive jurisdiction on all matters arising under the contract.

#### 15.0 INTERPRETATION OF CONTRACT

- 15.1 The several contract documents forming the contracts are to be read together as a whole and are to be taken as mutually explanatory.
- 15.2 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

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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.

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# **Scope of Work**

The scope of work includes following Plant Pre-Commissioning & Commissioning activities and Operation & Maintenance works as per direction of Engineer in charge (EIC) anywhere in HURL premises/work areas.

# 1. Pre-commissioning and Commissioning activities

- 1.1 Testing witness, Installation Validation, Commissioning and Maintenance of Plant Earthing, Lighting, Receptacles, EOTs etc.
- 1.2 Panel testing witness, Installation validation, Pre-commission checks, Charging of HT/LT Switchgear
- 1.3 Testing witness, Installation Validation, Pre-commission checks and Charging of 132 kV Switchyard and its auxiliaries
- 1.4 Witness during No-Load trail & MRT of HT/LT Motors
- 1.5 Testing Witness, Pre-commission checks, Charging of all Transformers
- 1.6 Testing witness, Installation Validation, Pre-commission checks and Commissioning of AC UPS, DC UPS and their Battery Banks

#### 2. Maintenance Work - Preventive Maintenance (PM) & Breakdown Maintenance (BM):

Following are the Area/Equipment in which Preventive and Breakdown Maintenance need to be done;

- 2.1 HT/LT motors in Plant and Non-Plant areas (i.e. Plant area, Settling tank, Intake Well PH, Guest house, Admin Building etc.)
- 2.2 All DG sets (i.e. Admin Building, Guest House, Barracks, Nangal Hostel etc.)
- 2.3 Power, Distribution and Lighting Transformers
- 2.4 Overhead 11kV HT line and its related equipment
- 2.5 HT/LT Switchgear (i.e. Plant area, PAP S/s, Settling Tank, Intake Well PH, Admin Building, Residential Area etc.)
- 2.6 Battery Banks & Battery Charger
- 2.7 Indoor and Outdoor Lighting (i.e. Plant area, PAP S/s, Admin Building, Residential Area etc.)
- 2.8 Telephone exchange equipment
- 2.9 Intercom checking (i.e. Plant area, Admin Building, Main Gate, Material Gate, Settling Tank, Intake Well & Water Towers)
- 2.10 Lighting and earthing work (i.e. Plant area, Intake Well, Settling Tank, Admin Building, Guest house & Township area etc)
- 2.11 Power (HT i.e 11kV and below, LT i.e. 415 V and below) and Control Cable jointing and termination of various sizes
- 2.12 Cable Laying (i.e. HT/LT Power and Control cables of various sizes) as per the requirement anywhere in HURL premises on the direction of Engineer In-Charge (EIC)

# 3. Electrical Operation work (PAP S/s, OSBL SS-01 and its Plant Area):

- 3.1. Monitoring of Incoming Power from DVC/Upstream
- 3.2. Isolation/Energization of HT/LT Equipment
- 3.3. Condition Monitoring, Record Keeping in Round-the-clock shifts
- 3.4. Coordinate with Settling Tank and Intake Well Pump house operators
- 3.5. Coordinate with JBVNL for Overhead line checking from PAP S/s to Settling Tank & Intake Well PH
- 3.6. Handling Blackout activity
- 3.7. Housekeeping of Substations

#### 4. Telephone Exchange work:

- 4.1. Cable routing for providing new phone lines.
- 4.2. Routine maintenance of MDF (Main Distribution Frame) installed at various places.
- 4.3. Replacing the damaged crones with the new ones.
- 4.4. Attending to all the complaints related to existing telephone lines.
- 4.5. Availability of stock of telephone instruments, line cord, coil cord, faceplates, I/O ports, crones, crone tools, crimping, and telephone cables tools etc.
- 4.6. Checking UPS backup for all the EPABX systems and scheduling UPS maintenance whenever required.
- 4.7. Taking handover of telephone work done at new project and checking the no of points, end to end continuity.
- 4.8. Laying the cable bottom to route the telephone cable.
- 4.9. Providing new telephone lines and attending to the problems of existing lines.
- 4.10. Troubleshooting of faulty lines.

S. No.	Telephone Work Location	S. No	Telephone Work Location
1	Admin Building HURL	8	Pump House
2	Material Gate (Domgarh)	9	Fire station
3	Plant Gate	10	PAP Substation.
4	SMP Guest House HURL	11	Domgarh Tower
5	B2 Guest House	12	Saharpura tower
6	Transit Camp	13	Church Tower
7	Settling Tank	14	Rangamati Tower

**Note:** The Telephone work locations provided above is only tentative and may increase depending upon the work requirement as per EIC

# 5. Tools & tackles in vendor scope

For proper execution of work, sufficient numbers of tools & tackles need to be provided by the agency at their own cost, nothing shall be paid extra for this. The contractor shall keep the followings minimum tools, tackles, furniture and calibrated instruments at site for carrying out the, operation maintenance and other jobs as required.

S.No	Item Description	UoM	Qty
1	Cutting Plier	No	4
2	Screw driver set	Set	4
3	Ring spanner Full Set	Set	3
4	Double handed spanner full set	Set	3
5	Wrench Spanner	No	3
6	Hammer and Bronze Hammer	No	4
7	Box Spanner	Set	1
8	Digital Insulation tester/Megger/Earth	No	2
	resistance tester		
9	RMS Clamp meter (Both AC & DC)	No	4
10	Multimeter		4
11	HT Gloves	Set	4
12	Allen key spanner set	Set	1
13	Drilling machine(power)	No	1
14	Hex saw, Poker	Set	1
15	Cable crimping tool	No	2
16	Mini welding/ Cutting machine	No	1

# 6. Qualification of manpower to be deployed for Plant Pre-commissioning & Commissioning activities and Operation & Maintenance services:

# • Manpower Requirement :

Area		Manpower Requirement					
Alea	USW	SSW	SW	HSW	Total		
Plant Pre commissioning and Commissiong activity		14			14		
Shift Operation (OSBL SS01, FWPH, PAP, DG Set)	2	6			8		
Maintenance (PAP, Intake well, Settling tank, Overhead Line, water tower, Non plant buildings, Township, Guest Houses, Bungalows & Nangal Hostel etc)	5	5	1		11		
Telephone Exchange	2				2		
Supervisor				1	1		
Total	9	25	1	1	36		

`Sign & Stamp of Bidder

- The contractor shall provide Skilled/Semi-skilled/Unskilled manpower to perform the scope of work and following shall be the Qualification criteria in each category.
- (i) <u>High Skilled Worker (HSW):</u> Diploma with min. 8 year experience or Degree in Electrical Engineering with minimum 4 years experience
- (ii) <u>Skilled Worker (SW):</u> Diploma/'C' License holder with min. 2 year experience or Degree in Electrical Engineering with minimum 2 years experience.
- (iii) <u>Semi-skilled worker (SSW):</u> ITI 'B' License holder or ITI with minimum 4 years experience for Electrical operation & maintenance work. For telephone exchange work, 2 nos of semiskilled manpower are required with minimum 4 years of work experience in Telephone exchange/EPABX/IT etc.
- (iv) <u>Unskilled Worker (USW):</u> Minimum 2 years experience in Electrical operation and maintenance works. For telephone exchange work, 2 nos of unskilled manpower are required with minimum 2 years of work experience in Telephone exchange/EPABX/IT etc.
- The contractor shall employ only personnel with qualification as mentioned above. Proof of documentary evidence for experience, qualification and antecedents shall be submitted for approval of the Engineer I/C before start of the work.
- Whenever there is any emergency work situation arising in electrical operation and maintenance works, extra labours or expertise if required should be deployed on emergency basis as per direction of engineer I/C. No extra claim shall be entitled against the work of deployment of man power.
- There is no provision of overtime and if any in emergency situation to be borne by contractor up to 50 hrs. in a month.
- The operating personnel shall have thorough knowledge on safety precautions during normal and emergency cases and also conversant with state electricity rules, regulations and Indian factory act rules and Indian explosive rules & regulations.
- The contractor shall provide and maintain first Aid box complete with necessary medicines etc.

# Terms and Condition / Special Condition of Contract (SCC)

- 1. The work shall be executed as per above mentioned scope of work.
- 2. The quantity of any item of above mentioned work may vary to any extent for which no revision of rate shall be applicable. However, overall deviation limit shall be within 10% of contract value.
- 3. The personnel engaged by the Agency shall draw their remuneration from their Agency and will not claim any employment benefit from HURL at any time. The agency shall also be responsible for the statutory obligations of such personnel and shall indemnify HURL in the matter.
- 4. Engineer in Charge (EIC) or an Officer explicitly authorized by him will represent HURL Sindri project in all dealings with the Firm/Agency for execution of work.
- 5. The contractor shall abide by all statutory rules and regulations of Local authority, State and Central Govt. as the case may be with regard to statutory benefits and non-statutory benefits prevailing at HURL-Sindri as applicable, at his own cost and hence the agency has to quote their rate accordingly by taking care of all these.
- 6. The Agency/Firm shall be directly responsible for payment of minimum wages as per central government orders and circulars (including other benefits like E.P.F. & E.S.I) to his man power engaged under this contract at his own cost. When the contract terminates there shall be no physical or moral pressure on HURL, on grounds of "person/resources displace from job".
- 7. The contractor shall have to comply with the provision of payment of wages Act, 1936 minimum wages Act, 1948, Employee liabilities 1938, Workers compensation Act,1923. Industrial dispute Act, 1947, contract labour (Regulation and abolition) Act,1970 with latest modification thereof or any other related law and rules made time to time. No extra claim shall be entertained by HURL on this account.
- 8. The Agency shall have to get itself registered with the E.P.F. Organization under Employees' Provident Fund and Misc. Provision Act, 1952 and produce a copy of certificate of the same. The Agency shall recover the EPF contribution as prescribed under the EPF & Misc. Provision Act, 1952 from the wages of its personnel and deposit the same with the EPF Organization along with matching contribution from its side in accordance with the provisions in the relevant Act/Rules, and copy of the relevant deposit certificate is to be attached along with the bill raised by the Agency.
- 9. The Agency shall have a valid labour license under section 7 of the contract labour (R&A) act, 1970 and contract labour (R&A central Govt. rules, 1971) and produce a copy of certificate of the same to Engineer in charge (EIC).
- 10. The contractor shall have P.F. code no. As per statutory requirements of provident fund Act and in addition to that the work man shall have ESIC respectively.
- 11. All employees of agency are to be covered under the ESI Scheme. The Agency has to submit the proof of ESI Registration of its Company. It shall have to ensure that ESI contribution with respect to all the personnel engaged by it under the contract are

- submitted to the appropriate authority on month-to-month basis and have to submit the proof thereof.
- 12. Month wise detailed statement of wages paid to the employees including E.P.F/E.S.I deduction should be enclosed along with the monthly bill by the Firm/Agency and submitted to the designated Engineer in charge, HURL.
- 13. The price shall be firm and no variation shall be allowed on any account till execution of complete work.
- 14. In case of revision of minimum wages by central govt. (Labour department) during the contract period, the increase amount shall be payable/reimbursable by HURL including its implication on statutory benefits i.e. PF, ESI, Bonus, Retrenchment & EL etc. and GST as applicable.
- 15. The firm/Agency shall comply the regulatory clauses of Labour Act and shall not engage any minor under this contract.
- 16. All safety measures must be taken care of, in order to avoid any accident, fire and other safety hazards. Any type of loss of assets due to any such incident is the sole responsibility of the Firm/Agency. HURL shall in no way be liable for any such incident.
- 17. If there is any damage to HURL property or any other financial burden on the institute because of willful or negligent action by the Contractor Firm or its personnel, the institute shall be entitled to recover the same by means of compensation from the Firm/Agency.
- 18. The payment shall be released as per monthly RA Bills with all statutory deduction.
- 19. GST will be extra and reimbursed to the agency after submission of the documentary evidence.
- 20. Day to day/Shift Wise manpower distribution to perform scope of work shall be in agreement with HURL Engineer in Charge (EIC). Any absenteeism of manpower with respect to said agreement shall be fined with Rs. 200.00 per manpower per shift and shall be deducted from contractor's RA Bill.
- 21. The contract shall be executed under the Agency's own supervision. The Agency shall have to be present at the work place either personally or through their authorized representative for the Plant Pre-commissioning & commissioning activities and supervision, co-ordination and execution of O&M works every day during working hours to supervise and control his work force as per the requirement and taking instruction of EIC for which no extra payment shall be made by HURL.
- 22. Contractor shall have to complete the work or early completion of emergency maintenance work within short notice as desired by HURL Engineer in Charge (EIC) by increasing of manpower, material, T&P etc. for which no extra cost shall be paid.
- 23. For proper execution of work sufficient numbers of tools & tackles are to be provided by the agency at their own cost, nothing shall be paid extra for this. The contactor shall arrange for equipment and safety devices as are necessary for Plant pre-commissioning activities, O&M work and carry out requisite site tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices.

- 24. All boarding/Lodging/Transportation/Local conveyance of workman engaged shall be in the scope of contractor.
- 25. SAFETY CLAUSES: All safety requirements shall be fulfilled by contractor. Safety of all manpower, tools involve shall be under contractor scope. Safety in totality is complete responsibility of contractor. Proper safety arrangements/PPEs for carrying out the job is under contractor's scope and same has to be complied with as per the direction of EIC. For non-compliance of safety measures, suitable penalty will be imposed and the decision of EIC-HURL shall be final and binding to the contractor.
- 26. The contractor has to complete the work of any item of work within short notice as desired by HURL Engineer in Charge by increasing of manpower, material, T&P etc. for which no extra cost shall be paid.
- 27. None of the personnel employed by contractor shall be a member of Trade Union/political outfit and/or take any interest in trade union/political outfit activities.
- 28. The contractor shall be responsible for providing their personnel with proper uniform and shall ensure that the personnel on duty should always appear in smart outfits, wearing full prescribed uniform with proper photo identity card. The contractor shall take agreement of EIC on uniform and its color coding before start of the work.
- 29. HURL reserve the right to terminate the contract at any time during the contract period in case performance is not found satisfactory and work not carried out as per instruction of HURL Officer-in-charge.
- 30. Submission of Invoice: All invoices to be raised in the name of Hindustan Urvarak & Rasayan Limited and will be submitted to Engineer In charge, HURL Sindri Dhanbad (Jharkhand).
- 31. Price reduction/LD/Penalty Clause: In the event of delay in completion beyond contract completion period, price reduction@0.5% per week of part there of subject to maximum 5% of total P.O. value shall be recovered from contractor's bill(s).
- 32. Any other deviation, exceptions, observations, if any of your offers and any subsequent corresponding which are contrary to the provision of the bidding document any amendments referred above. Shall stand with drawn without any extra financial implication to owner.
- 33. The contactor shall arrange for equipment and safety devices as are necessary for such type of work and carry out requisite site tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices.
- 34. The contractor shall provide vehicle to their operators for monitoring of operation & maintenance services, other related activities and to attend any exigency and in case of any long breakdown the contractor shall make the arrangement to provide snacks/meals at the site.
- 35. The contractor shall maintain a complaint register. As & when a complaint arises in respect of any electrical problem, the contractor's supervisor shall enter the complaint in register & ensure remedial action proactively & quickly. The same shall be verified by the Quarters

- in charge/ Engineer- in charge/Complainant. Appropriate financial penalty will be imposed if any inordinate delay is observed.
- 36. In an emergency situation contractor have to provide DG set with fuel and no additional charge will be paid.
- 37. In the view of pandemic situation contractor have to provide a transit camp for sheltering the manpower, if needed.
- 38. The Electrician/Helper/Supervisor deployed by the contractor shall ensure that the HURL properties are protected from theft/pilferage/damage. After necessary investigation, if proved that the contractor/their personnel are responsible for the incident, the contractor is liable and will be penalized to the extent of the value of the loss and additional charges for each incident as decided by the EIC.
- 39. HURL is not liable at any stage to provide accommodation, transport, food, medical and any other requirement of their personnel deployed at the premises/institute.
- 40. Vehicle (Camper) duty usually fixed for 12 hours/day (08:00 AM to 08:00 PM). In case of emergency, contractor shall have to provide vehicle (Camper) on the same rate (as quoted in Price Bid for SOR Part-A work Description S.N. 1 "Hiring of Camper with Driver and Fuel") and no Over-Time for the Vehicle (Camper & Driver Both) will be paid.
- 41. Vehicle (Camper, JCB, Hydra etc) shall be in prime working condition and shall not be more than 2 year old (registration certificate of vehicle issued by concern department on and after 1.07.2019 and yellow no. plate i.e commercial vehicle is mandatory).
- 42. Driver must have commercial driving license, a proper uniform dress code as fixed by EIC after award of contract.
- 43. All manpower along with driver/Operator of vehicle (Camper, JCB, Hydra etc) should have sound health. A medical certificate issued by medical officer and higher ranks with registration no. as per Govt. of India guidelines have to be produced before engagement of the manpower, driver/operator of vehicle (Camper, JCB, Hydra etc) is in contractor scope and no extra amount will be paid by HURL against the same.
- 44. All manpower along with driver/Operator of vehicle (Camper, JCB, Hydra etc) have to produce police verification issued by local Police station i.e Sindri have to be produced before engagement of the manpower, driver/operator of vehicle (Camper, JCB, Hydra etc) is in contractor scope and no extra amount shall be paid by HURL against the same.
- 45. All the Insurances, commercial taxes, permits, Pollution control certificate issued by concern authority as per Ministry of Road and transport guidelines will be produced and will have to be upto date before engagement of the vehicle, (Camper, JCB, Hydra etc) is in contractor scope and no extra amount will be paid by HURL against the same.
- 46. Toll tax and parking charges paid for official duty shall be reimbursed along with monthly bills on production of documentary evidence of such payments, duly certified by the EIC.
- 47. The contractor shall maintain a log book to maintain the running record of the vehicle on the daily basis and shall get it signed by the concerned EIC or his authorized

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- representative. The log book shall always be available in the vehicle for inspection on demand.
- 48. Refusal to perform duty as directed by the EIC, by the contractor/driver due to any reason whatsoever shall entail the vehicle being marked absent for a period deemed fit by the EIC. An additional deduction of Rs. 1000/- per day for the period so marked absent, shall also be made from the running bills towards related damages caused to HURL due to this act.
- 49. None of the personnel employed by contractor shall be a member of Trade Union/political outfit and/or take any interest in trade union/political outfit activities.
- 50. The contractor shall be responsible for providing their personnel with proper uniform and shall ensure that the personnel on duty should always appear in smart outfits, wearing full prescribed uniform with proper photo identity card. The contractor shall take agreement of EIC on uniform and its color coding before start of the work.
- 51. The quoted rates/Prices shall include all the cost of materials, labours, taxes duties/levies except GST to complete the work as per the specification of Summary of work.

#### BOQ/SOR (Schedule of Rate) Part A – Vehicle / Heavy machinery Service

#### **BOQ**

**Name of Work**: - Electrical Operation & Maintenance services and Plant pre-commissioning & commission activities in HURL Sindri plant and Residential Areas (Plant Area, Intake well, Settling tank, PAP S/s, Admini Building, Guest Houses, Residential quarters and Telephone exchange etc.) at HURL Sindri Project

S.N.	Work Description	Vehicle Type	Estimated Qty (#)	Unit Rate to be quoted in Price bid
1	Hiring of Camper with Driver and Fuel	Mahindra Bolero camper or equivalent (4 Seater)	18,000km  (Estimated monthly running - 1500 KM X 12 months = 18000 KM)  (*)	Rs. Per km
2	Hiring of Hydraulic excavator with Driver and Fuel	JCB	150 Hrs  (As and when needed during the contract period)	Rs. Per Hour

- (#) Quantities indicated in the above table are tentative only. All the items may or may not be executed either partially or fully. There shall not be any compensation for non-execution of any item or multiple items either partially or fully.
- (\*) Vehicle (Camper) duty usually fixed for 12 hours/day (08:00 AM to 08:00 PM). In case of emergency, contractor shall have to provide vehicle (Camper) on the same rate (as quoted in Price Bid for SOR Part-A work Description S.N. 1 "Hiring of Camper with Driver and Fuel") and no Over-Time for the Vehicle (Camper & Driver Both) will be paid.

#### **BOQ/SOR (Schedule of Rate) Part B** – Manpower Cost Estimate

#### **BOQ**

**Name of Work :-** Electrical Operation & Maintenance services and Plant pre-commissioning & commission activities in HURL Sindri project and its Residential Areas (Plant Area, Intake well, Settling tank, PAP S/s, Admin Building, Guest Houses, Residential quarters and Telephone exchange etc.).

### As per Minimum wages per day with reference to 01.04.2021

S. N.	Components	Unskilled Worker (USW)	Semi-Skilled Worker (SSW)	Skilled Worker (SW)	Highly Skilled Worker (HSW)
1	Basic (a)	539	609	714	784
2	PF @ 13% of (a)	70.07	79.17	92.82	101.92
3	Bonus @ 8.33% of (a)	44.90	50.73	59.48	65.31
4	ESI @ 3.25% of (a)	17.52	19.79	23.21	25.48
5	Leave Benefit @ 5% of (a)	26.95	30.45	35.7	39.2
6	Retrenchment benefit @ 4.8% of (a)	25.87	29.23	34.27	37.63
7	Gross Total (b)	724.31	818.37	959.47	1053.54
8	Estimated Contractor Profit (c) = 10% of (b)	72.43	81.84	95.95	105.35
10	Safety (d) = 2% of (a)	10.78	12.18	14.28	15.68
9	Insurance (e) = 1.85% of (a)	9.97	11.27	13.21	14.50
11	PMJJY/PMSBY (f)	1.10	1.10	1.10	1.10
12	Total (g) = (b)+(c)+(d)+(e) +(f)	818.59	924.76	1,084.01	1,190.17
13	Total no of manpower (h)	9	25	1	1
14	Total Mandays in 12 months (312 Days per annual year)	2808	7800	312	312
14	Total Manpower Cost for 312 Days (i) = (g) X (h) X 312	22,98,593.76	72,13,089.94	3,38,210.03	3,71,334.33
15	Total Cost estimate of Manpower inclu profit for One Year (312 Days) as per minim	•	1,02,21,228.05		
Total Cost Estimate of SOR Part B in Rs.			1,	02,21,228.0	5

2 8 Shift Operation (OSBL SS01, FWPH, PAP, DG Set) 6 Maintenance (PAP, Intake well, Settling tank, Overhead Line, water tower, Non plant buildings, Township, Guest 5 5 1 11 Houses, Bungalows & Nangal Hostel etc) Telephone Exchange 2 2 Supervisor 1 1 Total 9 25 1 36

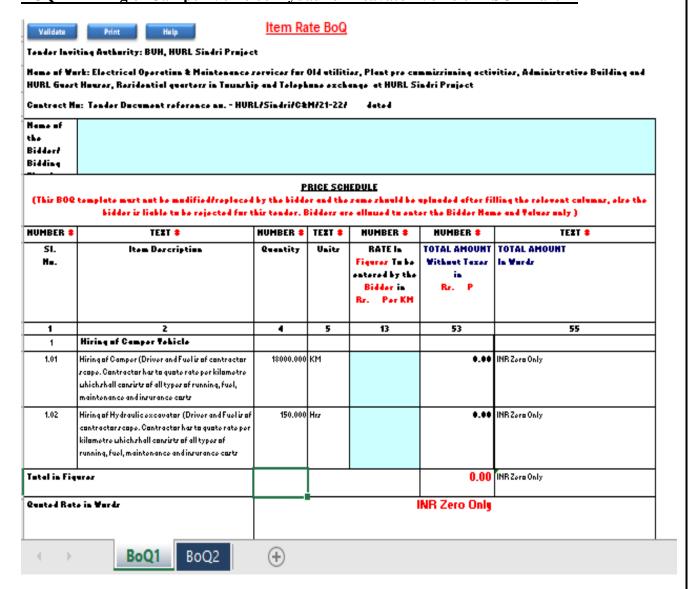
`Sign & Stamp of Bidder

#### Note for SOR PART-B:

- 1. Bidder shall quote their contractor margin in percentage for supply of Unskilled manpower, Semi-skilled manpower, Skilled manpower and Highly Skilled manpower in BOQ2.
- 2. Reimbursement towards PMSBY & PMJJY is subject to payment & submission of proof by the contractor.
- 3. Contractor profit/Service Charges will be paid on Gross Total only (as indicated in above table as Gross total (b)). Contractor profit/Service Charges per man day will be calculated from quoted percentage rate by bidder in price bid over Gross Total (b).
- 4. In case of revision of Minimum Wages & other statutory (EPF, Bonus, Retrenchment), the same will be reimbursed. However contractor profit/Service Charges will not increase on escalated wages.

#### Format of Price Bid (BOQ)/ Financial Bid

#### BOQ1 - Hiring of Camper Vehicle / Hydaulic Excavator Vehicle in SOR Part-A



#### Note: -

- 1. For items mentioned in SOR Part-A, the bidder has to quote in BOQ1 of price bid. Bidder is required to quote their rate in Rs per Kilometer for providing camper vehicle and in Rs. per hour for providing Hydraulic excavator vehicle as per SOR Part-A against this contract in BOQ1 of price bid.
- 2. The quoted rate/amount by the bidder shall be inclusive of all taxes and duties etc. but exclusive of the GST. Bidder must quote their rates exclusive of GST. The GST shall be paid extra as per applicable rates.

#### Format of Price Bid (BOQ)/ Financial Bid

#### BOQ2 - Supply of Manpower as mentioned in SOR Part-B

ender Inv	Print Holp Item Wise Bo							
	ork: Electrical Operation & Maintenance s I quarters in Township and Telephone exc				nissioning acti	ivities, Ad	ninistrative Bui	lding and HURL Guest Houses,
Contract N	lo: Tender Document reference no HUR	./Sindri/C <b>&amp;M</b> /21	-22/	dated				
lame of he Bidder! Bidding								
(This I	300 template must not be modified/repla rejected fo	ed by the bidde r this tender. Bi	r and the s		be uploaded af			unns, else the bidder is liable to be
NUMBER	TEXT <b>\$</b>	NUMBE	TEXT <b>\$</b>	NUMBER	NUMBER #	NUMBE	NUMBER #	TEXT \$
SI. No.	Item Description	Quantity	Units	Minimum wages rates excluding contractor profit in Rs. P	contractor profit in Percentage To be entered by the Bidder in upto two decimal only (2)	Contrac tor profit per Manday in Rs. P	TOTAL AMOUNT Rs. P Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	13	14	54	55
1.01	Manpower Cost Estimates High Skiled manpower	312.000	Mandays	1084.82		0.00	338463.84	INR Three Lakh Thirty Eight Thousand Four Hundred & Sixty Three and Paise Eighty Four Only
1.02	Skilled manpower	312.000	Mandays	388.06		0.00	308274.72	INR Three Lakh Eight Thousand Two Hundred & Seventy Four and Paise Seventy Two Only
1.03	Semi-skilled Manpower	7800.000	,	842.92		0.00		INR Sixty Five Lakh Seventy Four Thousand Seven Hundred & Seventy Six Only
		0000.000	Mandays	746.16		0.00	2095217.28	INR Twenty Lakh Ninety Five Thousand Two
1.04 otal in Fi	Un-skilled manpower	2000.000	manaays				9316731.84	Hundred & Seventeen and Paise Twenty Eight INP Ninety Three Lakh Sixteen Thousand Seven

#### Note: -

- 1. For items mentioned in SOR Part-B, the bidder has to quote in BOQ2 of price bid. Bidder is required to quote contractor profit in percentage up to two decimals only in BOQ2 for each line item (i.e. for supply of Unskilled manpower, Semi-skilled manpower, Skilled manpower and Highly Skilled manpower). Bidder shall not quote negative contractor service charge for SOR Part-B items.
- 2. The quoted rate/amount by the bidder shall be inclusive of all taxes and duties etc. but exclusive of the GST. Bidder must quote their rates exclusive of GST. The GST shall be paid extra as per applicable rates.

c)

# **Annexure-1**

# TECHNO-COMMERCIAL PROPOSAL BID FORM (To be Submitted on the Letter Head of Bidder)

Bidder	's Techno-Commercial Proposal Ref. No.:	
Bidder	's Name & Address :	Date:
Design Tel. No Mobile Fax No	o(s). : e No. :	
HURL S	Committee, Sindri Project, IL Office Complex, Dhanbad , PIN - 828122	
Dear Si	irs,	
1.0	Having examined the Bidding Documents bearing No. HURL/Sindri/C Dated, including its subsequent amendments a any, issued by Owner, the receipt of which is hereby acknowledged, undersigned, offer to complete the work under the above-named Paconformity with the said Bidding Documents and hereby furnish our Proposal.	nd clarifications, if we the ckage in full
2.0	We have understood the instructions and the terms & conditions me Bidding Documents furnished by you and have thoroughly examined laid down by you in the Bidding Documents and are fully aware of the consultancy services required.	the specifications
	Attachments to the Bid form (Techno-Commercial Bid):	
	In line with the requirement of the Bidding Documents we enclose h following Attachments to the Bid Form (Techno-commercial) Bid:	erewith the
a)	Power of Attorney as per requirement mentioned in NIT.	
b)	Signed, Stamped and Scanned copy of proof for payment of Ear (EMD) / MSE Certificate for exemption.	nest Money Deposit

Similar work experience Documents as required in accordance with Clause 5.1 of

Qualifying Requirements / Pre-Qualification Criteria (PQC) of tender document

- d) Audited Annual Statements (Balance Sheet and Profit & Loss account statements) in accordance with Clause 5.2 of Qualifying Requirements / Pre-Qualification Criteria (PQC) of tender document
- e) Signed, Stamped and Scanned copy of Company Registration certificate, GSTIN Registration, PAN Card, EPF Registration and other documents in accordance with Clause 5.3 of Qualifying Requirements / Pre-Qualification Criteria (PQC) of tender document
- f) Signed, Stamped and Scanned copy of last three financial year ITR
- g) Signed and stamped copy of each page of tender documents as a token of acceptance indicating read, understood and accepted the Terms & Conditions mentioned in tender documents.
- h) Signed, Stamped and Completely filled Annexure-2 with required details.
- i) Signed, Stamped and Scanned copy of affidavit on company letter head as specified in Annexure A of tender document.
- j) Signed, Stamped and Scanned copy of Tender Acceptance Letter as per Annexure-B & Letter of authorization to submit bid.
- k) Signed, Stamped and Scanned copy of No deviation Certificate as per Annexure-C.
- l) Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director, in the format as enclosed as Annexure- D of Tender Document.
- m) Signed, Stamped & Scanned copy of format For Electronics Payment as per Annexure-
- n) Any other document asked for in the Bidding Documents.

#### 3.0 COMPLIANCE TO THE PROVISIONS OF THE BIDDING DOCUMENTS

3.1 We have read all the provisions of the Bidding Documents and confirm that notwithstanding anything stated elsewhere in our bid to the contrary, the provisions of the Bidding Documents, are acceptable to us and we further confirm that we have not taken any deviation to the provisions of the Bidding Documents anywhere in our bid.

We have furnished our compliance to the provisions of the Bidding Documents and its subsequent Amendment(s)/Clarification(s)/Addenda/Errata by furnishing "NO DEVIATION CERTIFICATE".

We hereby confirm that any deviation, variation or additional condition etc. or any mention, contrary to the provisions of Bidding Documents and its subsequent Amendment(s)/Clarification(s)/ Addenda/Errata (if any) found anywhere in our bid proposal, implicit or explicit shall stand unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing which our bid security shall be forfeited.

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- 3.2 We further declare that additional conditions, variations, deviations, if any, found in the bid, shall not be given effect to.
- 4.0 We undertake, if our bid is accepted, to commence the work immediately upon your Notification of Award to us.
- 5.0 We agree to abide by this bid for a period 120 days from the date of opening of Techno-Commercial bids as stipulated in the Bidding Documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
- 6.0 Until a formal Contract Agreement is prepared and executed between us, the bids, together with your written acceptance thereof in the form of your Notification of Award shall constitute a binding contract between us.
- **7.0** We understand that you are not bound to accept our bid or any other bid you may receive.
- 8.0 We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.
- **9.0** We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
- 10.0 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.

	Yours faithfully,
	(Signature)
Date	Name & Designation
Place	Name of the Company
	(Seal of Company)

#### Annexure-2

To, Tene	To, Tender Committee, HURL Sindri Project. Sindri, Dhanbad, Jharkhand - 828122					:		
Tender No:		Tender No.: HURL/Sindri/C&M/20-21/1273 Dated 17-12-2021						
Work of the subject tender		Electrical Operation & Maintenance services and Plant pre-commissioning &						
		commission activities in HURL Sindri project and its Residential Areas (Plant						
		Area, Intake well, Settling tank, PAP S/s, Admin Building, Guest Houses,						
		Residential qu	arters and Te	elephone exc	change etc.).			
	Bidder's Name							
In or	der to meet the Qualifyin	g Requirement o	of above tende	r No., we sub	mit as under:			
	S	ummary of Deta			t of PQC			
PQC	Electrical Contractor	Lie	cense Number	•				
5.2	License Details		ense Issue Dat					
	License Details		ense Valid up t	.0				
PQC			STIN Number					
5.4	GST/PAN/EPF Details		PAN Number					
			EPF Number					
		F	inancial Year			Turnover (Rs.)		
PQC	Details of Annual Turn							
5.3	Over for the preceding							
	three years.	Average Annua	l Turnover for th	ne preceding				
			(3) financial yea	ars				
PQC !	5.1 – Details of Similar Wo							
S.N	Description of Work	Work Order No. & Date	Work Order	Completion Certificate	Completion Certificate	Actual Date	Actual	
		No. & Date	Value (Rs.)	No.	Date	of Completion	Executed Value (Rs.)	
			` /			Completion	varae (1151)	

Note: Bidder must submit all requisite documents mentioned above in support of their meeting the PQC requirement.

Yours Faithfully,

(Signature of the Bidder with Official Seal)

`Sign & Stamp of Bidder

# Annexure-A

# TO BE SUBMITTED ON COMPANY LETTER HEAD

#### **AFFIDAVIT**

I, repres as und	, being proprietor / partner / Director /authorized entative of M/s, do hereby solemnly affirm and state er:
1.	I, am submitting the tender for the work of "Electrical Operation & Maintenance services and Plant pre-commissioning & commission activities in HURL Sindri project and its Residential Areas (Plant Area, Intake well, Settling tank, PAP S/s, Admin Building, Guest Houses, Residential quarters and Telephone exchange etc.)." against Tender Notice Number
2.	That I/ we/ our partners/ directors do not have any relative working in Hindustan Urvarak & Rasayan Limited.
3.	That I/we hereby declare that M/sis neither put on Holiday nor Black-listed by any Government/ PSU/ Private firm or Financial Institution.
4.	That all information furnished by me/ us in respect of fulfilment of eligibility criteria and information given in this tender is complete, correct and true.
5.	That all documents / credentials submitting along with this tender are genuine, authentic, true and valid.
6.	That the price bid is unconditional.
7.	That I/ we shall comply with all the statutory provisions as laid down under various Labour Laws/ Acts/ Rules like minimum wages, Provident Fund, ESI, Bonus, Gratuity, Contract Labour Act and other Labour Laws/ Acts/ Rules in force from time to time at my/ our own cost.
8.	I/We indemnify hereby HURL against all repercussions arising out of non-compliance of the foregoing in any case.
9.	That if any information or document submitted is found to be false/ incorrect, the Department may cancel my/ our tender and action as deemed fit may be taken against me/ us including termination of the contract, forfeiture of all dues including earnest money and blacklisting of me/ our firm and all partners of the firm etc.
	Deponent
	Verification
	I, deponent, above named do hereby verify that contents of the above affidavit are true and correct to the best of my knowledge and belief.
	Deponent

`Sign & Stamp of Bidder

1.

#### Annexure-B

# TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

	Date:
To, <u>Tender Committee,</u> Sindri Project, HURL	
Sub: Acceptance of Terms & Conditions of Tender.	
Tender Reference No:	
Name of Tender / Work: -	
Dear Sir,	
I/ We have downloaded / obtained the tender document(s) for the above 'Tender/Work' from the web site(s) namely:	e mentioned
	<del></del>

- 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 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 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.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Date

# **Annexure-C**

# **NO DEVIATION CERTIFICATE**

	Bidder's Name & Address:	To,
		BUH, HURL Sindri Project,
		Old FCIL Office Complex,
		Sindri Project, HURL
		Sindri, Dhanbad, Jharkhand, 828122
1.	With reference to our Bid (Reference No of "Electrical Operation & Maintenance service commission activities in HURL Sindri project a linear	rices and Plant pre-commissioning & and its Residential Areas (Plant Area, ng, Guest Houses, Residential quarters afirm that we comply with all terms, Documents read in conjunction with trata (if any) issued by the Owner prior and the same has been taken into mercial Bid & Price Bid and we declare
2.	We further confirm that any deviation variation mention, contrary to the Bidding Documents and / Addenda / Errata (if any) as mentioned at 1.0 – Commercial Bid and / or price Bid, implicit of withdrawn, without any cost implication whatse Bid Security shall be forfeited.	d its Amendments(s) / Clarification(s) above found anywhere in our Techno or explicit, shall stand unconditionally
	For and on behalf of:	
	Stamp & Signature :	
	Name :	

Designation : .....

#### Annexure-D

# PROFORMA OF CERTIFICATE (TO BE SUBMITTED BY CEO/MD OF THE BIDDING COMPANY ON COMPANY'S LETTER HEAD IN ORIGINAL)

Ref. :	Date:
To BUH, HURL Sindri Project, Hindustan Urvarak & Rasaya (A JV of CIL, NTPC, IOCL, Old FCIL Office Complex, P Dhanbad, Jharkhand PIN – 8	FCIL & HFCL) O- Sindri
Sub:	
Bidding Doc. No.	
Dear Sir,	
that the data and documents:	(CEO of the company / MD of the company), hereby certify furnished by M/s in respect of ion are true and correct including the contents thereof.
incorrect, HURL shall have t	any point of time the declarations given in bid are found to be he full right to terminate the contract and take any action as per ng forfeiture of EMD/Security Deposit.
	Yours faithfully,
	(Signature)
Date	Name & Designation
Place	Name of the Company
	(Seal of Company)

#### Annexure-E

#### **Format For Electronics Payment**

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

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

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

Name
Designation
Date
bidder

Authorized signatory of the