

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 www.hurl.net.in (for ref. only) and CPPP web site <https://eprocure.gov.in/eprocure/app> under Two Bid system (Part I :Techno commercial bid & Part II: Price Bid or BOQ) from bonafide and experienced bidders with sound technical and financial standing and capabilities & fulfilling the qualifying requirement for the tendered job as given in the NIT.

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

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

All interested bidders have to submit Techno Commercial Bid (Part I) & Price Bid (BOQ) (Part II) strictly in the tender format available online on e-portal. No other form of bid shall be accepted and the tender shall be summarily rejected. **Bids shall be digitally signed and uploaded by someone legally authorized and competent on behalf of his firm / company 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 opening, failing which the bid shall be liable for rejection.



For & on behalf of
HURL, Sindri

Dupak Kumar
Manager, Contracts

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INSTRUCTIONS TO BIDDERS (ITB)

1. Online bids are invited on two bid system for "**Deployment of private security at HURL, Sindri project**" vide Tender No.: HURL/Sindri/C&M/19-20/1508. Manual bids shall not be accepted.
2. Tender documents may be downloaded from HURL web site www.hurl.net.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE as in Point no. 4 of NIT.
3. Type of Tender: Open Tender – Two bid
4. **Critical Date Sheet:**

Published Date	08.01.2020 (11.00AM)
Bid Document Download / Sale Start Date	08.01.2020 (11.00AM)
Bid Submission Start Date	08.01.2020 (11.00AM)
Bid Document Download / Sale End Date	22.01.2020 (15.00PM)
Bid Submission End Date	22.01.2020 (15.00PM)
Bid Opening Date	23.01.2020 (11.00 AM)

5. **Technical Qualification:**

Bidders shall submit following documents in technical bids for technical bid evaluation-

- i) The bidder shall have security service provider registration certificate (PASARA License) for Security Guard and it must be valid from date of submission of bid to end of the contract period. As a documentary proof of same, the bidder shall submit attested photo copy of their PASARA license.
- ii) The Bidder shall submit Solvency certificate not more than six months old from the date of issue of NIT from their Banker for a value not less than INR 26.9 Lakhs or minimum credit ratings of "A" from ICRA/CRISIL etc OR equivalent reputed Institutions, OR financing / unutilized credit limits from bank of value not less than INR 26.9 Lakhs valid as on date of issue of ITB.
- iii) The Bidder must have executed Similar Works in providing security services to Government Organization, Public Sector Undertaking, Autonomous Bodies,

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Education Institution or Private Sector of repute with minimum work order (s) as per below :

One completed work with contract value not less than INR 71.7 Lakhs

OR

Two completed works each with contract value not less than INR 44.9 Lakhs

OR

Three completed works each with contract value not less than INR 35.9 Lakhs

As a documentary proof for above, the bidder shall submit attested photo copies of work orders performed with full technical details including detailed scope of work and completion/Acceptance certificate from End user/Owner regarding satisfactory completion indicating the period of completion.

- iv) Average Annual financial turnover during last three (03) financial years i.e. FY 2018-19, 2017-18 & 2016-17 of the bidder should be at least INR 26.9 Lakhs. For evaluation of same, Bidder shall submit Audited Annual Statements (Balance Sheet and Profit & Loss account) of the company for three (3) financial years i.e. FY 2018-19, 2017-18 & 2016-17.
- v) The bidder shall submit signed copy of Labour license under Contract Labour (R&A) Rules 1971 from the appropriate Labour Licensing Authority, signed copy of registration with EPF Organization in accordance with EPF Act 1952, signed copy of GSTIN Registration certificates, signed copy of PAN card issued by Income Tax Department.
- vi) The bidder must sign in each page of tender documents as a token of acceptance indicating read, understood and accepted the Terms & Conditions mentioned in tender documents.

6. Evaluation of Bids:

6.1 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.

6.2 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.

6.3 The PRICE BID shall be opened only of those bidders whose bids are found to be technically and commercially substantially responsive.

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6.4 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 Before taking up the financial comparison, arithmetical errors, if any found in the price bid, shall be corrected as follows

- (a) In case of any difference in the quoted percentage in Figures and in Words, the percentage quoted in words shall prevail.
- (b) In the event of discrepancy between prices quoted in words and figures, the description in words shall prevail.
- (c) In the event of an error occurring as a result of wrong extension of the unit rate and quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.
- (d) All errors in totaling in the amount column and in carrying forward totals shall be corrected.

6.6 In case a bidder does not fill up any amount and leaves it blank or writing 'N/A' or put '-' against any item of Price Schedule, it shall be deemed that cost of such item (s) is included in other item by the bidder elsewhere in the quoted price. Incomplete Price Schedule may result into rejection of bid

6.7 If the Bidder does not accept the corrections/adjustment as mentioned at 6.5 above, its Bid will be rejected and EMD shall be forfeited.

6.8 The financial comparison for selection of Lowest (L-1) Bidder / Contractor shall be done based on the total derived price and the arithmetical corrections/adjustment as mentioned above. The aggregate amount will be worked out as total derived price of all items of BOQ, shall be considered for evaluation and award.

6.9 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.

6.10 Bidder service charges in % for security services shall be derived as per followings-

{ (Quoted amount by bidder in price bid for security services - estimated cost for security service-Indicated as Total cost estimate in SOR) X100 / (estimated cost for security service - Indicated as Total cost estimate in SOR) }.



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6.11 If service charges percentage of Lowest (L-1) bidder is found negative then the bidder shall be asked to submit security deposit for amount of "Total Estimated amount for security services as mentioned in SOR - Quoted Price by bidder in price bid for security services" before award of contract.

6.12 The selected Security 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.

7. 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.

8. Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

9. Tenderer who has downloaded the tender from the HURL website www.hurl.net.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with HURL.

10. Amendments of Bidding Documents: Owner may, for any reason whether at his own initiative or in response to the clarification requested by the prospective bidder(s) issue amendment in the form of corrigendum / addendum/ amendment during the bidding period and subsequent to receiving the bids. Any corrigendum / addendum/ amendment thus issued shall become part of bidding document and bidder shall submit duly signed and stamped copy of addendum along with bids. For addendum issued during the bidding period, bidder shall consider the impact in their bid. For addendum issued subsequent to receiving the bids, bidder shall follow the instructions issued along with addendum with regard to submission of impact on quoted price / revised price, if any.

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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.

11. EMD Payment: Earnest Money Deposit is to be deposited electronically by ECS/RTGS/NEFT/DD/BANKERS CHEQUE in the account of "Hindustan Urvarak and Rasayan Limited, payable at Sindri" 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: SBIN0000185, Account No: 37238881938.

12. EMD value: **Rs. 1,00,000.00** (Rupees One Lakhs only).
13. Price Bid Validity date 120 days from bid opening date.
14. All NSIC / SSI / MSME registered vendors are exempted from submission of tender fee & EMD. NSIC/SSI/MSME certificate must be submitted online to avail the exemption from furnishing the EMD.

The Hard Copy of original instruments in respect of earnest money must be delivered to the Manager/Deputy Manager (Contract & Materials), Hindustan Urvarak & Pasayan Limited, Sindri Project, Old FCIL office complex, Sindri, Dhanbad -828122 on or before bid opening date/time as mentioned in critical date. Tenderer shall likely to be liable for rejection for non-submission of original payment instrument like DD,etc., against the submitted bid.

15. 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.
16. HURL Sindri shall not be responsible for any postal /courier delay for submission of EMD and/or other original documents, if applicable.

17. LOCAL CONDITIONS

17.1 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 labour, materials and their rates, local working conditions, weather, flood levels, sub-soil conditions, natural drainage, and all information that may be

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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.

17.2 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 in INDIA and rules related to work permit and visa requirements in INDIA 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.

18. Bidders are required to carefully go through the entire scope of ENQUIRY, terms and conditions, and other requirements before quoting. They should feel free to contact HURL before submission of bid if they have any query on it. Once the bid is submitted, HURL will presume that the bidder has understood thoroughly the Scope of Supply along with terms & conditions and all these are acceptable to them.

19. Guideline for submission of bid :

19.1 Technical Bid:

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

- Signed, Stamped and Scanned copy of payment proof for Earnest Money Deposit (EMD).
- Signed, Stamped and Scanned copy of Certificates like Registration certificate, PSARA License, Labour license under, registration with EPF Organization, GSTIN Registration certificates, PAN card issued by Income Tax Department, Latest Income Tax Clearance Certificate / ITR/ last three financial year audited balance sheet certified by CA. with membership number etc
- Signed, Stamped and Scanned copy of Work Orders along with Completion/Acceptance Certificate from End User/OWNER performed in last 3 years with full technical details including detailed Scope of the Work, Contract value and Completion Period as mentioned in Tender document, Instruction to Bidder, clause (iii) of Technical qualification. The Completion / Acceptance Certificate shall

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clearly indicate the LOI / Work Order no., Name of Work, Contract Value, Scope of Work, Contract period and actual Date of Completion.

- Signed, Stamped and Scanned copy of Solvency certificate as mentioned in Tender document, Instruction to Bidder, clause (ii) of Technical Qualification
- Signed, Stamped and Scanned copy of affidavit on non-judicial stamp paper of Rs. Ten only, as specified in **Annexure A** of tender document.
- Signed, Stamped and Scanned copy of Tender Acceptance Letter as per **Annexure-B** & Letter of authorization to submit bid.
- Signed, Stamped and Scanned copy of No deviation Certificate as per **Annexure-C**.
- Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director, in the format as enclosed as **Annexure- D** of Tender Document.
- Signed, Stamped & Scanned copy of format For Electronics Payment as per **Annexure-E**
- Signed, Stamped and Scanned copy of Tender Documents- Instruction to bidder, General Condition of contract, Scope of work and Special condition of contract, Schedule of Rates- Part A & part B.
- 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.
- 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.

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

19.2 Price Bid:

Schedule of price bid in the form of BOQ_XXXX.xls

The below mentioned Financial Proposal/Commercial bid format is provided as BOQ_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to 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.

19.3 Checklist of documents to be submitted:

S.No	Item	Yes / No	Bid Ref.
	Signed, Stamped and Scanned copy of Earnest Money Deposit(EMD) Enclosed or EMD exemption Certificate Enclosed.		

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II	Signed, Stamped and Scanned copy of Certificates like Registration certificate, PSARA License, Labour license under, registration with EPF Organization, GST Registration certificates, PAN card issued by Income Tax Department, Latest Income Tax Clearance Certificate / ITR/ last three financial year audited balance sheet certified by CA. with membership number etc		
III	Signed, Stamped and Scanned copy of Work Orders along with Completion/Acceptance Certificate from End User/OWNER performed in last 3 years with full technical details including detailed Scope of the Work, Contract value and Completion Period		
IV	Signed, Stamped and Scanned copy of Solvency certificate as mentioned in Tender document, Instruction to Bidder, clause (ii) of Technical Qualification.		
V	Signed, Stamped and Scanned copy of affidavit on non-judicial stamp paper of Rs. Ten only, as specified in Annexure A of tender document.		
VI	Signed, Stamped and Scanned copy of Tender Acceptance Letter as per Annexure-B & Letter of authorization to submit bid		
VII	Signed, Stamped and Scanned copy of No deviation Certificate as per Annexure-C		
VIII	Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director, in the format as enclosed as Annexure- D of Tender Document		
IX	Signed, Stamped and Scanned copy of Tender Documents- Instruction to bidder, Instruction for online bid submission, General Condition of contract, Scope of work and Special condition of contract, Schedule of Rates (SOR).		
X	Signed, Stamped & Scanned copy of format For Electronics Payment as per Annexure-E		
XI	MSEs seeking exemption and benefits should enclose Signed, Stamped and Scanned copy of valid registration certificate, giving details such as validity, stores/services etc.		
XII	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.		

Note: Failure to Upload Authentic and Corrects Documents as mentioned at S.No I, II, III, IV,V,VI, VII, VIII, IX, X and XII of clause 19.3 (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

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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 **SITE VISIT:** If needed, the bidder and his authorized personnel will be granted permission by Addl. General Manager (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 contract.

24.0 To know more about HURL, please visit our website www.hurl.net.in

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Instructions for Online Bid Submission:

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

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

1.0 REGISTRATION

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

2.0 SEARCHING FOR TENDER DOCUMENTS

- 2.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

- 2.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective

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'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

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- 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.

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- 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 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) / Mr. Mukesh Bhinchar, Dy. Manager (E&M)
HURL- Sindri Project,

Mobile No.- 9031000943 / 9414255204

Email id : deepakkumar@hurl.net.in / mukeshbhinchar@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 NIT 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 tax & duty and/or inclusion of any new tax & duty. Bid with variable price will not be accepted.

3. Price Basis

Duly executed at following location:
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. GST charges shall be paid extra at actual by the owner limited to the GST charges indicated by the bidder in the summary of work.

4.2 Please note that the responsibility of timely payment of above taxes to statutory authorities thereupon lies with the 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 production 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.

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5. **Effective date of Contract/ P.O:** Shall be the date of issuance of Letter of Award (LOA). The Security Agency shall have to take over charge at 00:00 hours on the day of commencing of this contract and for the purpose shall have to detail its personnel on all the duty posts in the C shift of day before of the commencing of this Contract.

6. **Completion Period/ Time Schedule**

Sl.No.	Particulars	Time Schedule/ Contract Period
1.	Completion of Total Work	12 months from date of LOA

7. **Payment Terms**

- 7.1 The payment shall be made for the actual job executed by the Security Agency after due verification and certification by the concerned officer-in-charge of the HURL, Sindri Project.
- 7.2 The Security Agency shall submit bills in triplicate on monthly basis to the concerned officer in-charge of the HURL, Sindri Project. It shall have to furnish Labour Payment Certificate along with copy of the EPF deposit challan and the deposit details duly receipted by the concerned EPFO to HURL, Sindri Project by 7th of every succeeding month irrespective of submission of bills, failing which its payment will be withheld.
- 7.3 In-come Tax as applicable as per IT Rules shall be recovered at source and Jharkhand Sale Tax, if applicable, will be deducted from the Running/final bill.
- 7.4 The Bills shall be submitted on running bill of running work on monthly basis. Payment shall be released within 30 days of submission of invoice by the party.
- 7.5 The Security agency shall pay applicable SGT and claim it along with RA Bills.
- 7.6 No overtime shall be paid by HURL to the Security Agency in any circumstances. The Security Agency shall have to keep sufficient additional strength to meet relief during weekly off/leave/absenteeism of its personnel rather than rotating/redetailment of available personnel on additional/extra duties. In case of forced majeure situations, the payment by the HURL to the Security Agency shall be limited to proportional of the single (Basic + VDA) only and corresponding service charge for each additional hour of such derallment.

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8.0 EARNEST MONEY DEPOSIT (EMD)

The EMD of Bidders will be returned by HURL without any interest to the unsuccessful Bidders as promptly as possible on acceptance of Bid of the successful Bidder or when the Bidding process is cancelled by HURL, whichever is later. Where EMD has been paid by demand draft, the refund thereof shall be in the form of demand draft in favor of the Bidder(s). Bidders may indicate the name and address in whose favor the said demand draft shall be drawn by HURL for refund failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Transmittal Letter.

9.0 SECURITY DEPOSIT:

9.1 The Security Agency has to deposit 5% of the first month's wages bill as security deposit towards Contract Performance Guarantee. In addition the security deposit at the rate of 2% shall be recovered from the subsequent monthly bills. The security deposit shall not bear any interest and shall be refunded to the Security Agency after satisfactory completion of contract period.

9.2 The HURL reserves the right to forfeit the security deposit if the Security 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.

10.0 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

11.0 Insurance

11.1 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.

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

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



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- 11.4 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.

12.0 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 currency of contract on risk & costs of contractor and / or forfeit security deposit

13.0 Force Majeure

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

14.0 INTERPRETATION OF CONTRACT

- 14.1 The several contract documents forming the contracts are to be read together as a whole and are to be taken as mutually explanatory.
- 14.2 Should there be any doubt or ambiguity in the interpretation of the contract documents or error, omission or contradiction therein or in any of them, the contractor shall prior to commencing the relative work, apply in writing to the owner for his decision in resolution of the doubt, ambiguity or contradiction or correction of the error or omission, as the case may be. Should the contractor fail to apply to the owner for his decision, as aforesaid prior to commencing the relative work, the contractor shall perform said work as per interpretation of owner whose decision shall be final and binding on contractor.

Sign of Contractor

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Scope of work and terms & conditions

The HURL Sindri Project, situated within Dhanbad Municipal Corporation Limited in Dhanbad District of Jharkhand State, approximately 25 Km away from the Dhanbad Railway Station.

It is proposed to engage the Private Security for providing security coverage and allied services to the residential premises Guest House, Transit Camp, Admin Building and under special circumstance to the project locations and vital installations located outside factory complex and township. The Security Agency will function as per guidelines issued by HURL Management. The scope of work and other terms and conditions are detailed here under:

1.0 SCOPE OF WORK – The scope of work shall include but not limited to the following: -

1.1 Providing round the clock security on services contract basis at various locations in the township/acquired area of the HURL, Sindri Project.

The various aspects of security to be provided shall be as follows: -

- a. Regulation of the point of entry and exit round the clock in order to prevent entry of unauthorized persons, vehicles and unauthorized removal of any property from the premises of the HURL, Sindri Project.
- b. Patrolling of Residential areas. Patrolling personnel will maintain a diary and note down their observations for effective supervision.
- c. Security guarding of cash/strong room and escorting cash from one place to another as and when desired by the Officer-in-Charge of the HURL, Sindri Project.
- d. Providing personal security to the executives of the HURL, Sindri Project.
- e. Assistance in prevention of loss by fire.
- f. Co-ordination with the local police authorities including lodging of FIRs etc. as and when necessary with the consent of the HURL, Sindri Project.
- g. Any other job, pertaining to security, as and when required.

1.2 The Security Agency will be required to provide security by manning the security posts and carrying patrolling beats on round the clock basis in three shifts of 8 hours each. The shift timings shall be First Shift (A Shift) – from 05:00 Hours to 13:00 Hours; Second Shift (B Shift) – from 13:00 Hours to 21:00 Hours; and Third Shift (C Shift) – 21:00 Hours to 05:00 Hours of the next day.

1.3 The Security Agency shall frame suitable standing orders in consultation with the concerned officer-in-charge of the HURL, Sindri Project for efficient discharge of duties of the security personnel. Changes, if any, in the standing orders shall be made only with prior and written consent with the HURL, Sindri Project.

2.0 AREA OF OPERATION:

All the residential areas, Guest Houses, Transit Camps, Admin Building premises of HURL

Sindri.



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3.0 CONTRACT PERIOD:

- 3.1 The contract shall be operative for a period of one year with effect from the 00:00 hrs from the date specified in the Work Order at first instance which may further be extended 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.
- 3.2 If the Security Agency is not competent to execute the job as per the requirements or is not capable to comply with the statutory requirements, its contract shall be terminated. The decisions in this regard by the HURL shall be binding and cannot be disputed.

4.0 STRENGTH OF SECURITY PERSONNEL:

- 4.1 As per the HURL's assessment, strength of 30 security personnel to be provided per day as per following category wise: -

Supervisor	-	01
Security Guards (Without Arms)	-	29

Total	-	30

The strength of security personnel may be increased/decreased depending upon the requirement.

- 4.2 HURL shall not entertain any claim whatsoever for loss and/or any reduction of strength on account of any incidence having affect on strength of security personnel after contract has been entered.
- 4.3 The number of security personnel per shift and duty posts shall be finalized by the Security Agency in consultation with the concerned officer-in-charge of the HURL, Sindri Project and his decision in this matter will be final and binding.
- 4.4 The Security Agency shall have to ensure that no security person should be deployed for more than eight (8) hours in a day.
- 4.5 The Security Agency shall have to employ sufficient additional security personnel maintain the required strength on consistent and sustained basis and to cater for relief during weekly off/leave/holidays, where applicable. However, no claim shall be entertained by the HURL for idle manpower, if any.

5.0 TERMS & CONDITIONS OF CONTRACT:

- 5.1 The Security Agency must have PASARA License and a documentary proof is to be submitted and all the Rules & Regulations as per the Private Security Agencies (Regulations) Act, 2005 shall have to be strictly complied with.



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- 5.2 The Security Agency has to carry out security work inclusive of the jobs of adequately safe guard and maintaining the vigilance of the residential areas, Guest House, Transit Camps, etc.
- 5.3 The Security Agency will deploy security personnel as per guidelines provided by DGR. The Security Agency shall have to submit the list of personnel engaged by it for the contract immediately on issue of the letter of intent/work order along with their antecedents.
- 5.4 None of the security personnel shall be a member of Trade Union/political outfit and/or take any interest in trade union/political outfit activities.
- 5.5 The Security Agency will be responsible for un-locking/locking of all rooms etc. switching on or off lights, fans, power points, air conditioners etc. where applicable.
- 5.6 The Security Agency will be responsible for checking of all incoming and outgoing person/vehicles, goods, office property, article etc. and keeping proper records/entry in the register. They will maintain gate pass system in respect of incoming and outgoing goods, office property etc. The Security Agency shall ensure that no material is taken out hiding in vehicle or on person.
- 5.7 Security personnel on duty at gates shall enquire/interrogate the person/s intending to come inside the office premises for ascertaining his/her identity. After having fully satisfied about the identity of person/s and taking necessary permission from the competent authority of the HURL, Sindri Project, such person/s shall be allowed inside office premises and the Security Agency shall keep record of all such entry of person/s.
- 5.8 The security personnel posted in the HURL gates shall see that cattle or any other animals are not allowed to enter inside factory and if found, chase them out.
- 5.9 The Security Agency will maintain law and order in the HURL premises, guarded areas and vulnerable points carry out investigations and submit report to the concerned officer about any issue, which may be against the interest of the HURL.
- 5.10 The Security Agency shall comply with all the provisions of law of the land applicable while providing security and allied services to the HURL.
- 5.11 The Security Agency shall ensure that at no point of time during the prescribed duty hours, any duty posts or patrolling beats remains vacant or unattended and/or any security personnel leaves his place of duty. The Security Agency shall arrange to send a relief wherever the regular guard is absent or is on leave.
- 5.12 The Security Agency will make and keep liaison with local Police authorities for smooth running of the contract and do the needful as and when required as per law. Cases of theft/attempted theft shall be immediately brought to the notice of HURL, Sindri Project and shall report of such incidents to Police and follow up same, if it is referred to Court of law until the case is closed/discharged.
- 5.13 In case of mishap sustained by security personnel of whatsoever nature (minor/major/total including death during the course of their duty) the responsibility of granting compensation, if any, will be borne by the Security Agency and the HURL shall not be liable the same in whatever manner.
- 5.14 In case of pilferage/theft/robbery, it shall be the responsibility of the Security Agency to bring the matter to the knowledge of the Concerned Officer-in-Charge, HURL, Sindri Project

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and if situation so requires the local Police shall be informed (in writing) by Security Agency for investigation as per rule.

- 5.15 The Security will arrange of its own the payment of salary/wages including overtime/compensatory pay, if any and other benefits, viz., medical care, etc. as may be required by the security personnel deployed against this contract.
- 5.16 The security personnel deployed by the Security Agency for security arrangements at HURL, Sindri Project shall be its employees for all purposes and not of the HURL whatsoever. HURL do not undertake to recruit any security personnel employed by the Security Agency.
- 5.17 The Security Agency will not employ any person having undesirable antecedents and/or previous. In case any undesirable activity is noticed by the concerned officer-in-charge of the HURL, Sindri Project on the part of any personnel engaged by the Security Agency, he shall be immediately removed from the services of Security Agency.
- 5.18 The agency shall maintain such registers/books/forms that are found necessary for efficient performance of the security work undertaken by them. Security Agency will be abide with general direction and conditions for engagement of contract labour by the Security Agency prescribed under various laws in the HURL, Sindri Project which will form a part of contract.
- 5.19 The Security Agency shall provide daily attendance/deployment chart duly signed by his authorized signatory (Security Officer) to the concerned officer-in-charge of the HURL, Sindri Project for his comment and record.
- 5.20 The Security Agency shall keep itself registered with the appropriate Registration Authority of State and will obtain Labour License for the provision of casual/contract labour from Labour Department within 15 days of the entering into the Contract.
- 5.21 The Security Agency shall have to submit detailed information of their personnel engaged and detailed for this contract to the local price for character before execution of contract and also as and when personnel are substituted/redeployed.
- 5.22 The Security Agency will be responsible for providing the security personnel with proper uniform, socks, boots, rain protective equipments, torch with cells, bicycle etc. The HURL may provide security gadgets, bicycles, torchlight, gas lamps, diesel generating set, etc. to the Security Agency on returnable basis but the cost of their maintenance and consumables, viz., torch cells, gas, mantels, diesel and lubricants, etc. shall have to be borne by the Security Agency.
- 5.23 The Security Agency shall ensure that the guards on duty should always appear in smart outfits, wearing full prescribed uniform with proper photo identity card, Name Tab, baton, whistle, etc.
- 5.24 The Security Guard personnel employed by the Security Agency shall keep the concerned officer-in-charge of the HURL, Sindri Project informed all the activities in and around the scheduled area of operation and take necessary action as and when required and assist the establishment in emergency such as labour unrest and/or other calamities.
- 5.25 The Security Agency will be responsible for both movable and immovable properties and assets of HURL Sindri Project and shall be liable for any loss or damage to the Corporation

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property due to negligence of security personnel. In the event of theft or pilferage of the material/properties of Project, the cost of property shall be recoverable from the Security Agency. It is the responsibility of the Security Agency to have necessary supervision and administrative control over the security personnel engaged for performing duties required by HURL.

- 5.26 The security personnel shall not take any alcohol or intoxicants and smoke during duty hours. In the event of any misconduct/negligence in discharge of duty by any security guard, necessary disciplinary action is to be initiated by Security Agency.
- 5.27 The Security Agency shall ensure that no familiarity develops between the security personnel and the nearby public. It is also ensured that security personnel do not mix up with anti-social/undesirable elements or any other person/persons who are potential threats to security and safety of the employees and assets of HURL.
- 5.28 It shall be binding on the part of Security Agency that it does not directly or through its security personnel divulge any secret or sensitive information of the HURL, Sindri Project, which comes in his knowledge or in knowledge of his personnel in the discharge of their duties.
- 5.29 The Security personnel provided by the Security Agency shall be medically fit, mentally sound and possess good physique and not be suffering from any contagious/ major diseases. The age of guards should be preferably below 50 years.
- 5.30 The Security Agency shall provide a 'Guard Checking Register' with the guard deployed at each point for the purpose of checks carried out by the Security Agency/HURL authorities. The Security Agency shall generate and submit a security status report to the Competent Authority of the HURL Sindri Project daily by 10:00 AM.
- 5.31 The security Agency shall be absolutely responsible for the payment of salary by 7th of each month as per the minimum wages and all other statutory obligations on account of salary/wages, houses, arrears, equipment, termination benefit, compensation or other claim whatsoever for the personnel (or their dependent) employed by him for this Contract and HURL shall have no liability whatsoever in relation to such matter.
- 5.32 It shall be the Security Agency's responsibilities to given all retrenchment benefits to security men, as applicable when they are released. In case the Security Agency fails to do so, HURL shall have right to withhold the security deposit, till the Security Agency submits the documentary evidence of payment made to its personnel engaged under this Contract for benefits of retrenchment.
- 5.33 Any accident/death to Security Agency's employees during the duty hours while performing the duty, will be entirely Security Agency's responsibility and compensation, if any payable under the Compensation Act or any other Act shall be payable by the Security Agency. HURL shall in no way liable for any compensation to this effect.
- 5.34 The Security Agency should ensure that the guard shall not accept any eatables/tea/coffee, tobacco etc. from the strangers.
- 5.35 The Security personnel engaged under this contract for deployment in the HURL, Sindri Project complex premises must have working knowledge of Hindi and English.



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5.36 The price shall be firm and no variation shall be allowed on any account till execution of complete work.

5.37 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. along with Service charge of Contractor and GST as applicable.

6.0 PAYMENT OF WAGES TO SECURITY PERSONNEL:

6.1 The Security Agency shall have to pay wages to his personnel as minimum wages prescribed under the Payment of Minimum Wage Act, 1948 and the Contract Labour (Regulation & Abolition) Act, 1970 and Rules made therein from time to time.

6.2 No wage period shall exceed one month and the payment has to be made latest by 7th day of every month positively irrespective of the Security Agency's submission of bills to the HURL, Sindri Project.

6.3 The security Agency shall have to make payment of their personnel directly to their respective Bank Accounts and Security Agency has to produce evidence of the same.

7.0 PROVIDENT FUND:

7.1 The Security Agency shall have to get itself registered with the E.P.F. Organization (Regional P.F. Commissioner, Ranchi) under Employees' Provident Fund and Misc. Provision Act, 1952 and produce a copy of certificate of the same.

7.2 The Security Agency shall recover the EPF contribution @ 12% of wages (Basic + DA) or such percentage 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 Security Agency.

8.0 ESI/GROUP INSURANCE:

All employees are to be covered under the ESI Scheme. The Security 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.

9.0 STATUTORY PROVISIONS:

9.1 The Security Agency shall have to provide leave and holidays to their personnel as per applicable Labour Laws. The Security Agency shall notify list of such Holidays applicable to its personnel during the contract period on assumption of the contract and submit a copy of the same to HURL Sindri Project.

9.2 Security Agency shall be responsible for complying with all the Govt. Rules and Regulations including working conditions/hours of the personnel deployed by Security

Subash Kumar



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Agency. Security Agency has to maintain proper records as per statutory rules of the respective Govt. Of the State as applicable.

9.3 The Security Agency shall have to issue Employment Card to each and every Security Personnel engaged for the contract in the prescribed format (Form – XIV) on assumption of contract indicating tenure of the employment and will issue the Service Cards to them on termination of contract.

9.4 The Security Agency shall have to issue Attendance Card as per the provisions of Contract Labour (R & A) Act to his each and every personnel incorporating therein that his service is liable for termination without assigning any reason. The same may be incorporated in the Employment Card.

9.5 The Security Agency shall maintain Register for their personnel as provided in the Factory Act, 1948, Bihar Factory Rules 1950, Minimum Wages Act 1948 and other applicable acts/ rules as modified and is applicable in the State of Jharkhand.

10.0 ACCOMMODATIONS & MOVEMENT:

10.1 Agency shall have to provide vehicle for patrolling and shift change for its security personnel.

10.2 Agency shall have to provide security apparatus such as Hand-held Metal Detector, Metal Detector Gate, Walkie-Talkie sets, etc., if required.

11.0 SAFETY AND WELFARE OF CONTRACT PERSONNEL:

11.1 The Security Agency will be solely responsible for the safety and security of the personnel engaged by them under this contract. All safety measures are to be taken by the Security Agency before starting the job to avoid any accident and mishappening.

11.2 The Security Agency shall provide necessary safety appliances and protective clothing to his personnel/workmen at its own cost.

11.3 The Security Agency Shall have to comply with and discharge all obligations/ liabilities under various Labour Laws, Workmen Compensation Act/ Employees State Insurance Act/ Employees Provident Fund Act, Payment of Minimum Wages Act, Contract Labour (R& A) Act etc. or any modification thereof or under any other State / Union legislation in respect of their employees/ workers engaged by them in performance of their obligation under this contract. If any such dues payable by the Security Agency are not paid in time, the HURL at its sole discretion may arrange to pay such dues initially and shall have right to recover all such payments from the pending bills or sum due thereafter with interest @ 10% p.a.

12.0 SUPERVISION OF WORK:

The contract shall be executed under the Security Agency's own supervision. The Security Agency shall have to be present at the work place either personally or through their authorized representative every day during working hours to supervise and control his work force as per the requirement.



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13.0 ADMINISTRATIVE CONTROL:

13.1 The Security personnel deployed by the Security Agency will be under the local administrative control of their one Officer to be duty and specifically designated for the purpose by the competent authority of the HURL, Sindri Project and it shall be the responsibility of such officer to get the standing orders for duties formulated in consultation with the concerned officer in-charge of the HURL, Sindri Project and to get prescribed duties performed according to standing orders.

13.2 The HURL shall be at liberty to make surprise check to know the manning of the gates/ security posts as well as patrolling in the Factory/ Township is properly carried out by the Security Agency. The HURL, Sindri Project shall also have liberty to make surprise check including head count for verification of total strength of the security personnel deployed under the contract.

14.0 PENALTY:

14.1 The Security Agency shall be fully responsible for correct execution of the work in accordance with HURL, Sindri Project progressively. In case of non-performance/ under performance of the job, suitable deduction will be made from their bills.

14.2 In case the Security Agency fails to man all duty posts and/ or patrolling beats at any point of time and/ or any of duty posts or patrolling beats remains vacant during any shift, the Security Agency shall be liable to pay damages and penalty for such short manning which shall not be less than 100% of the proportional total value of the manning of the relevant category.

14.3 The Security Agency shall have to indemnify the HURL of any loss, damage, deterioration or loss of product or materials or property suffered by the HURL, Sindri Project arising from any act or negligence on the part of the security staff. The Agency shall have to make good the losses/ damages suffered by the HURL, Sindri Project. Also, the HURL, Sindri Project shall be entitled to deduct the amount of loss/ damage suffered by it from the amount payable or any sum due to the Security Agency. The decisions of HURL, Sindri Project in regard to the amount/ extent of loss/ damage suffered shall be final and binding on the Security Agency.

14.4 In case of any loss or damage caused to the property of the HURL, where complicity of the Security Agency's security personnel is suspected, the HURL, Sindri Project shall conduct an enquiry and made its findings known to it. The Security Agency shall be liable to make payment to the HURL the compensation as determined by the HURL, Sindri Project within fifteen days of the decisions so communicated to it, otherwise the same shall be recovered at any time thereafter from the Security Agency's bills or any sum due to the Security Agency with interest 10% p.a.

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15.0 AMENDMENT/ SUSPENSION/ TERMINATION OF THE CONTRACT:

- 15.1 The HURL reserves the right to amend/ reduce/ modify or terminate the contract at any time without assigning any reason therefore at its sole discretion and no claim whatsoever shall be entertained from you on this account.
- 15.2 HURL has also reserves the right to decrease/ modify the scope of work or suspends the work at the any stage for any length of time in the paramount interest of HURL without assigning any reason and no claim in this regard from the Security Agency shall be entertained.

16.0 SETTLEMENT OF DISPUTE:

- 16.1 Amicable efforts should be made to settle the claim, if any by direct negotiation with the concerned officer-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 Project Head/Incharge of the HURL, Sindri Project for arbitration and the award made in pursuance thereof shall be binding on the parties.
- 16.2 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.
- 16.3 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.

17.0 JURISDICTION OF COURT:

The contract shall be deemed to have been entered into at Sindri and all cause of action in relation to this contract will, therefore, be deemed to have arisen only within the jurisdiction of Dhanbad court in the Dhanbad District in the State of Jharkhand.

Debab Kumar



SOR (Schedule of Rate)**Cost Estimate for deployment of 29 nos security guard (without arms) and one supervisor for 12 months**

S.N.	Description	Security Guards (without arms) @666/-	Supervisor @ 733/-
A	Basic + variable Dearness Allowance (VDA) for 26 days per month per head	₹ 17,316.00	₹ 19,058.00
B	Employer Provident Fund Contribution (EPF 13%) per month per head	₹ 1,950.00	₹ 1,950.00
C	Employer State Insurance Contribution (ESI @ 3.25%) per month per head	₹ 562.77	₹ 619.39
D	Bonus@ 8.33%	₹ 1,442.42	₹ 1,587.53
E	Total cost per month per Head (A+B+C+D+E)	₹ 21,271.19	₹ 23,214.92
F	Relieving @16.67% of (E)	₹ 3,545.91	₹ 3,869.93
Amount for one month for Security Guard / Supervisor (E+F)		₹ 24,817.10	₹ 27,084.84
No. of Security Guard / Supervisor		29	1
Amount for one month for 29 nos Security Guard / 01 Supervisor		₹ 7,19,695.92	₹ 27,084.84
Cost Estimate for 01 month deployment of 29 nos Security Guard and 01 Supervisor (in Rs.)		₹ 7,46,780.76	
Total Cost Estimate for deployment of 29 nos Security Guard and 01 Supervisor for 12 months (in Rs.)		₹ 89,61,369.14	

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Format of Price Bid (BOQ) Financial Bid

A	B	C	D	E	F	G	H	IA	IB
1	VALIDATE		PRINT		HELP		Item Rate BoQ		
4	Tender Issuing Authority: A.G.M. (PC - Sindri Project)								
5	Name of Work: Deployment of Private Security at HURL Sindri project								
6	Contract No:								
7	Name of the Bidder/ Bidding Firm Company:								
9	PRICE SCHEDULE								
10	(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.)								
11	NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	NUMBER #	TEXT #	
12	Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	BASIC RATE in Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words	
13	1	2	4	5	6	13	13	15	
14	1	Deployment of Private security							
15	101	Deployment of Private Security for 1 Year at HURL Sindri Project	1000	nos	8981985.14		0.00	NR Zero Only	
16	Total in Figures							0.00	NR Zero Only
17	Quoted Rate in Words			NR Zero Only					
18	BoQ1								

Note: - GST as applicable shall be extra to the above prices.

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Annexure-A

ON NON- JUDICIAL STAMP PAPER OF Rs. 10 DULY ATTESTED

AFFIDAVIT

I, _____, being proprietor / partner / Director /authorized representative of M/s _____, do hereby solemnly affirm and state as under:

1. I, am submitting the tender for **Deployment of private security at HURL, Sindri project** against Tender Notice Number _____ dated _____.
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/s _____ is 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

Annexure-B

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,
Tender Committee, Sindri Project, HURL.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: - _____

Dear Sir,

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

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

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents 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)



Deebank Kumar

*Sign & Stamp of Bidder

Annexure-CNO DEVIATION CERTIFICATE

Bidder's Name & Address :	To,
	AGM, HURL(Sindri Project)
	Old FCIL Office Complex,
	Sindri Project, HURL
	Sindri, Dhanbad, Jharkhand, 828122

1. With reference to our Bid (Reference No. dated) for **Deployment of private security at HURL, Sindri project**, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendments(s) / Clarification(s) / Addenda / Errata (if any) issued by the Owner prior to opening of Techno – Commercial Bids and the same has been taken into consideration while making our Techno – Commercial Bid & Price Bid and we declare that we have not taken any deviation / exceptions in this regards.
2. We further confirm that any deviation variation or additional conditions etc or any mention, contrary to the Bidding Documents and its Amendments(s) / Clarification(s) / Addenda / Errata (if any) as mentioned at 1.0 above found anywhere in our Techno – Commercial Bid and / or price Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing which the Bid Security shall be forfeited.

For and on behalf of :

Stamp & Signature :

Name :

Designation :

Date :



Sign & Stamp of Bidder

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
A.G.M. (Sindri Project) / Manager (C&M)
Hindustan Urvarak & Rasayan Limited.
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)
Old FCIL Office Complex, PO- Sindri
Dhanbad, Jharkhand PIN – 828122

Sub: _____

Bidding Doc. No. _____

Dear Sir,

I, Mr. _____ (CEO of the company / MD of the company), hereby certify that the data and documents furnished by M/s. _____ in respect of Techno-Commercial Evaluation are true and correct including the contents thereof.

I further, confirm that if at any point of time the declarations given in bid are found to be incorrect, HURL shall have the full right to terminate the contract and take any action as per provisions of contract including forfeiture of EMD/Security Deposit.

Yours faithfully,

(Signature)

Date _____

Name & Designation.....

Place _____

Name of the Company.....

(Seal of Company)



'Sign & Stamp of Bidder

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

Authorized signatory of the bidder

Kimball Khan


Sign & Stamp of Bidder