

BOKARO POWER SUPPLY CO. (P) LTD.

**HALL NO:- M-01, OLD ADMINISTRATIVE BUILDING,
ISPAT BHAVAN, BOKARO STEEL CITY – 827001**

CIN:U40300DL2001PTC112074

Reg. Office : Ispat Bhawan, Lodhi Road, New Delhi - 110 003

TENDER NOTICE NO.: BPSCL/CEO/P&C/17-18/C-068/NIT-657/2983

Dated 20/06/2017



TENDER DOCUMENT

**NAME OF WORK: Evacuation of Ash from Ash Ponds of BPSCL and
Transportation to abandoned stone quarries at
Maheshpur, B S City.**

**COST: Rs.6,000/-
(Rupees Six Thousand only)**

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Bokaro Power Supply Co. (P) Ltd.

(A Joint Venture of SAIL & DVC)

Hall No: - M-01, Old Administrative Building,

Ispat Bhawan, Bokaro Steel City – 827001

NOTICE INVITING TENDER

CIN:U40300DL2001PTC112074

Reg. Office : Ispat Bhawan, Lodhi Road, New Delhi – 110 003

NIT No. : BPSCL/CEO/P&C/17-18/C-068/NIT-657/2983

Date: 20/06/2017

For and on behalf of BOKARO POWER SUPPLY COMPANY (P) LTD, sealed tenders in three parts, **Part - A** : Cost of Tender document & EMD, **Part- B** : Technical & Commercial Offer and **Part – C** : **Online Price Bid** are invited, from reputed, experienced and financially sound firms for the following work at our Power Plant.

Description of Work	Evacuation of Ash from Ash Ponds of BPSCL and Transportation to abandoned stone quarries at Maheshpur, B.S. City
Earnest Money (in Indian Rs.)	Rs. 15,00,000/- (Rupees Fifteen lakhs) only
Cost of tender documents (Non-refundable) (in Indian Rs.)	Rs. 6,000/- (Rupees Six Thousand) Only
Period of contract	01 (One) year from the date of commencement of Work.
Pre-Bid discussion	18/07/2017 at 11:30 Hrs. Place : ADM Building Office, Bokaro Steel City
Last date & time of submission of tender	31/07/2017 at 12.00 Hrs. (IST)
Bid opening Date & Time.	31/07/2017 at 12:15 Hrs. (Part A & B)

Qualifying Requirements / Eligibility Criteria :

1. Average annual turnover (AAT)

Bidder should have Minimum average annual turnover (MAT) of **Rs. 3.40 Crores.**

- Average annual turnover shall be determined taking into consideration turnover of available preceding three consecutive financial years. Other income shall not be considered for arriving at annual turnover.
- Audited annual accounts along with auditor's report of the bidder should be furnished in support of the same. Where audited annual account is not mandatory as per the law, the bidder has to submit annual financial turnover during the last three (03) consecutive years, ending 31st March of the previous financial year duly certified by CA.

2. Technical Capability :

Bidder should have experience of having completed **similar works** in any Public Sector Undertaking / Government / Semi Government organization or joint venture thereof / Company registered under Companies Act during last 7 years ending last day of month previous to the one in which offer are invited shall be either of the following:

Three similar completed works each costing not less than to **Rs. 4.54 Crore**

OR

Two similar completed works each costing not less than to **Rs. 5.67 Crore**

OR

One similar completed work costing not less than to **Rs. 9.07 Crore**

- **Similar Work means:** Excavation/Evacuation, Loading, Transportation and Dumping/ Filling/ Disposal of Ash/ Earth/Mineral/Slag/Coal either by considering in isolation or taken in tandem.
- *The value of work order(s) submitted by the bidder will be considered on pro rata yearly basis.*
- Completed Work means the executed/completed portion of Work Order/AMC/RC, even if the work has not been completed in totality (subject to furnishing proof of executed value of work in the form of certified copies of RA Bills) along with successful work execution certificate (by the concerned authority etc.)

3. In support of their eligibility and experience, the bidder is required to submit self attested photo copies of work orders, completion certificates (by the concerned competent authority etc.) along with the techno-commercial bid. In addition, bidder shall submit an affidavit as per format at **Annexure-VI**, declaring that the documents submitted by them are genuine.
4. Credential of the bidder having experience as a sub contractor for supplying manpower only will not be considered.
5. The bidder shall furnish authenticated copies of latest IT Return, Service Tax Registration, EPF certificate, ESI Certificate.
The bidder is also required to submit Annexure VIII & IX as instructed there in.

General Terms & Conditions:

- i) Offer shall be accompanied with Cost of the tender documents of **Rs. 6,000.00** (non-refundable) in the shape of Demand Draft / Banker's Cheque drawn from any Nationalized / Scheduled Bank except Co-Operative Bank, in favour of **Bokaro Power Supply Company (P) Ltd.**, Payable at Bokaro Steel City.
- ii) Offer shall be accompanied with Earnest Money Deposit (EMD) of **Rs. 15,00,000.00 (Rupees Fifteen lakhs) Only** in the shape of Demand Draft / Pay Orders / Bankers Cheque Payable at Bokaro Steel City // Bank Guarantee having validity for, one (01) year, from any Nationalized Bank / Scheduled Bank except Co-operative Bank drawn in favour of **Bokaro Power Supply Company (P) Ltd.** as per format available at our website: www.bpscl.com
- iii) However, Micro & small enterprises (MSEs) / PSU /Govt. Undertakings and Co-operative societies will be exempted from submission of cost of tender document & Earnest Money as per government policy. For MSEs the exemption from paying cost of tender document & Earnest Money will be granted only on submission of valid notarized copy of certificate having a valid Entrepreneurs Memorandum (EM) number.SSI/NSIC certificate holders should also submit a copy of Entrepreneurs Memorandum.
- iv) **BPSCL reserves the right to :**
 - a) Re-tender / extend the due date of submission of offer, if response to tender is not adequate or otherwise.
 - b) Accept or reject any offer / all offers in full or part at any time at any stage without assigning any reasons whatsoever and without any damage / compensation thereof to the bidders.
 - c) Modify the tender documents at any stage before the due date of tender.

Note:

1. Tender documents are to be downloaded from **Website: www.bpscl.com** only.
2. Bidders are requested to visit above website regularly for any addendum / corrigendum / Extension till opening of the NIT. **Any such changes shall not be published through Press advt.**

For and on behalf of
Bokaro Power Supply Company (P) Limited
Sd/-

(J.M Prasad)
DGM (P&C)

Tel : 8986874098

Email: purchase.bpscl@gmail.com

Conditions & Rules to be observed in submitting Tenders

1.01 Manner of Submission of the Tender

The tender shall be divided into 03 parts as follows:-

- a) **Part A:** This part Comprises of Cost of Tender document & EMD, NIT No. & date marked with Part A.
- b) **Part B:** This part Comprises of Technical and Commercial details, consent on terms & conditions of NIT along with copy of System generated **acknowledgement-slip** for Online submission of sealed price bid etc. marked with (Part-B) Techno-Commercial Bid, NIT No. & Date (*In hard copy*)

Note: Part A & Part B shall be submitted in hard copy at following address:

DGM (P&C)
Bokaro Power Supply Co. (P) Ltd.
Hall No.M-01, Old ADM Building
Ispat Bhawan, Bokaro Steel City – 827001
Ph: 06452 240380, Tel: 8986874098

- c) **Part C:** Online sealed Price Bid through URL : <http://www.buyjunction.in>

The process of submission of Online Price bid is as detailed hereunder-

Step 1: Type <http://www.buyjunction.in> in the internet explorer.

Step 2: Click on Login (present on Top right side of the Page)

Step 3: Click on **View Live Auctions and Tenders**.

Step 4: In the right side open/ global tenders link will be displayed.

Step 5: Click on the link for the above mentioned tender link present under Open tenders

Step 6: Click on new user if you are not registered in buyjunction earlier. Click on Existing user in-case you have already registered in buyjunction earlier. Existing users can login with their user id and password.

Please note foreign bidders are required to select their bidding currency from the drop down available before proceeding further (where ever applicable).

New Users:

Steps to get your **User Code** and **Password**

1. Click on the required tender link under “**Open Tenders**”
2. Choose your Auction currency in-case any option is coming to select currency. Click on “**New User**”
3. Fill up the “**Registration Form**” and click on “**Submit**”. All fields marked with (*) are mandatory fields.
4. On submitting the filled-up registration form, an auto generated email will be sent to the email address you have mentioned in the registration form containing your User Code and Password.
5. Changing of password on first login is compulsory.
6. On receipt of the User Code and Password you become an **Existing User**. Now follow the steps of existing user to login to the auction site.

Existing Users

1. Click on the required tender link under “**Open Tender**”
2. Click on “**Existing User**”.
3. Log in with your existing user code and password for placing your bid.
4. Read through the “**Bidding Procedure**” to proceed further for bidding.

Bidding Procedure

After logging in with your user id and password you have to accept the “**Auction Terms**”.

Steps to accept the “Auction terms”:

1. Click on “**Auction Terms**”.
2. Then click on “**View term without DSC**”
3. Click on the relevant auction terms appearing under “**Term**” column.
4. Select the check box on the left-side of the relevant auction terms.
5. Click on the button besides “**Accept**”.
6. Then click on “**Submit**”.
7. A message will be displayed to you mentioning your acceptance to terms for auction.
8. It is mandatory to accept the terms of online bidding in order to proceed for submission of bid.

Steps to Submit Price Bid

1. Click on “**Bids.**”
2. Then click on “**Live Auction.**”
3. Put your login password as transaction password
4. Select the auction id and click on add to watch list.
5. Now the bidding screen is visible.

6a. For Template Bidding

1. Click on **Icon “T”** on left column of bidding screen (Which will appear separately **for each lot**).
2. A template form will open where you need to fill up the price & click on evaluate at the bottom
3. If you want to quote the evaluated price then click on “**confirm**”.
4. After clicking on the confirm button of the template window, your price will appear in the “**New Bid**” box.

6b. For Non-Template Bidding

1. Fill your Price in the “**New Bid Box**” visible on the bidding screen.
2. Select the check box at the extreme left of the bidding screen
3. Click on “**Submit**” button placed at the bottom left of the screen.
4. Bid once placed will have to be honoured.
5. You will see “**Bid Accepted**” in the “**Result**” column. This indicates that your bid is accepted and registered in the system.

Steps to take a print-out of the receipt

1. Once you have placed your bid, to download Bid Receipt, kindly click on “**Download**”.
2. Then click on “**Bid Receipt for Open Tender**”.
3. Select the auction to generate receipt.
4. Take print out of the same market-wise (Term List)/ item-wise (Auction list).

Note:

1. **Current price, Market status, Start Bid Price, Bid Decrement, Effective Price** will not be available.
2. Time remaining for the event to close will be shown under the Bid Summary screen.
3. For any clarification on the bidding process please contact
Mr. Manish Nandwana _ 9163348165_ manish.nandwana@mjunction.in
Ms. Monalisa Shaw _ 9163348297_ monalisa.shaw@mjunction.in
Mr. Sumit Kumar Das – 8873002750 - sumit.das@mjunction.in for Bokaro Office
A copy of System generated **acknowledgement-slip for Online submission of sealed price bid to be submitted along with Techno-commercial Bid.**

- 1.01.1 A & B part should be sealed in separate envelopes, clearly superscribing on the top of each envelope the relevant part number and description along with NIT reference and date of opening and submit all the parts simultaneously in another sealed envelope clearly superscribing NIT reference and date of opening.

1.02 Tender Validity Period

The tender shall be valid at least for 150 (One hundred fifty) days from the date of opening.

1.03 General

- i) Tenderer's are requested to visit site for actual assessment of the job before submission of their offer.
- ii) The tender rates shall be written in English, both words and figures. In the case of any discrepancy between the words & figures of the rates quoted, the rates expressed in words shall be taken as correct. In the case of discrepancy in the Unit Rate and Amount, Unit Rate will govern.
- iii) All pages of the tender documents, conditions, specifications & all enclosures must be signed with seal of the company at the lower left hand corner by the tenderer before submission of the tender.
- iv) If the intending tenderer is a Firm or Company, then they shall, in the forwarding letter, mention the number and names of all the partners & shall sign before submitting the same, unless the Power of Attorney holder has specifically been authorized in this respect.
- v) If any tenderer withdraws his tender before its acceptance or refuses within a reasonable time without giving any satisfactory and acceptable explanation thereof, the tenderer shall be disqualified for making any tender of the BPSCL for a minimum period of one year and the Earnest Money will be forfeited.
- vi) **Handling of Earnest Money:**
 - a) Earnest Money will be refunded to the un-successful tenderer after finalisation of tender and no interest will be paid for the same. Bidders are requested to provide Bank Details for refund of EMD.
 - b) The amount of Earnest money will be adjusted against Security Deposit only in case of successful Tenderer.
- vii) In case the date of tender opening happens to be holiday, the tender will be opened on the next working day at the same time.
- viii) **Any conditional offer or offer having deviations from our qualifying requirement, specification & instruction sheets is liable to be rejected.**
- ix) BPSCL reserves the right either to reject any/all the tenders without assigning any reason thereof.

General Terms and Conditions

- 2.01 Bidders are requested to visit the site before submission of the bid to get acquainted with actual site condition.
- 2.02 You will have to follow and observe the safety & statutory requirements.
- 2.03 You will have to fully responsible for any sort of unsafe activity of your workmen.
- 2.04 All working personnel should have proper safety certificates issued by BPSCL before start of work.
- 2.05 Supervision of the work has to be carried out by the agency.
- 2.06 Work is to be carried out as per instruction & satisfaction of the Engineer-In-Charge.
- 2.07 Rates are to be quoted on firm price basis. Any conditional offer is liable to be rejected.
- 2.08 In case of any documents/information submitted by the bidder(s) found to be false or containing any misrepresentation of having any fraudulent declaration in it then in such eventuality legal action (including cancellation of contract, banning of business dealing, forfeiture of EMD, criminal proceedings etc.) as deemed fit may be initiated by BPSCL against the bidder.
- 2.09 **Payment Terms :**
95% of contract value will be paid on pro-rata basis on progressive jobs duly certified by Engineer In-Charge and balance 05% will be retained as security deposit which will be released after satisfactory execution of work.

The expression satisfactory execution of the order shall mean fulfillment of all obligation arising out of and the guarantees stipulated in the contract. In default at satisfactory execution of the order the security deposit shall be forfeited to the BPSCL.

Any penalty for which the successful tenderer shall be found liable or any liquidated damages which shall be payable to the BPSCL in terms of the Contract, shall also be recoverable by the BPSCL from the Security deposit. If such security deposit will not be adequate for the purpose of liquidating the amount of penalty and/or damages as contemplated, the amount in excess thereof shall be deducted from any sum or sums which may be due or may become due to the successful tenderer from the BPSCL on any account whatsoever.

Notwithstanding what has been stated above if the successful tenderer shall have duly performed all his obligation under and the guarantees stipulated in the contract and observe all the terms and conditions thereof and no penalty shall have been recoverable from him and / or the BPSCL shall not have suffered any damages whatsoever, then security deposit shall be refunded, on receipt of a certificate from the Engineer in - charge that there is no claim against the Successful tenderer under the Contract.

- 2.10 Bidder will produce medical fitness certificate for his workers prior to CLC clearance for working at height. Height passes to be obtained from safety department.
- 2.11 You will have to strictly adhere to the provision of various labour laws including payment of bonus Act 1965.
- 2.12 You will have to pay Rs.4/- extra to the working persons as per BPSCL rules above minimum wage of one day.
- 2.13 Offer is to either type written or by handwritten and in no case partly type written and partly hand written. No corrections, overtyping shall be permitted without duly authenticated.
- 2.14 Tenders shall be accompanied by a copy of latest IT Return submitted, Service Tax Registration No. (if applicable) of the Individual / Party/Firm submitting the Tender.
- 2.15 Paying authority –In - charge (F&A), BPSCL.
- 2.16 Tenderers shall quote their firm rates and no negotiations will be held except with the lowest tenderer, if required.
- 2.17 In accepting the order you are understood to accept to all responsibilities for completing the work in all respect.

- 2.18 Where a claim of Service Tax is preferred and admitted, the tenderer must satisfy that he is a registered contractor under Service Tax Act and possesses a Certificate of Registration in the firm's name in which the service is made and shall in proof thereof, while submitting bills for payment, furnish the number, date and other particulars of such Certificate.
- 2.19 The manpower (labour and Supervisor) deployed for completion of the job and for compliance of work & safety of the workmen should be adequate. However the compliance and completion of the job cannot be restricted to labour supply but on the actual execution of the job to be certified by the Engineer – In – charge.
- 2.20 **VDA Clause** : During operation of the contract, if there is an upward revision of minimum wages, VDA by the appropriate Government, the bidder shall be entitled to reimbursement of such additional amount on actual basis subject to production of documentary evidence. The base date shall be the Bid opening date OR Revised offer date (in case of negotiated prices)
- 2.21 **Work accident** :
a. You will be totally responsible for the safety of the workers employed by them. In the event of any work-accident, major or minor, your representative you must take care of the injured person immediately and provide him the required treatment as suggested by the doctor. The injured person may be admitted to BGH for the treatment by paying the charges as demanded by the hospital authority.
b. You shall be fully responsible for making payment of compensation to your own workmen or to those of your sub-contractor in respect of any accident or injury occurring to them. BPSCL will in no way be responsible for it and will remain indemnified against all such claims of compensation in such cases
- 2.22 **SUBMISSION OF BANK GUARANTEE FOR QUOTING UNWORKABLE RATE:**
if a tenderer quotes unworkable rates i.e. if the quoted price is less than the lower limit of the estimated price and is considered for placement of order, the party will be asked to justify the rate quoted and will have to give Performance Guarantee Bond (in addition to the Security Deposit) in the form of Bank Draft/Bank Guarantee. The amount of Performance Guarantee Bond will be equal to the difference between lower limit of estimated price and quoted price of the tenderer. Earnest Money of the tenderers who refuse to give Performance Guarantee Bond will be forfeited and they will not be considered for taking participation in any kind of Tender for next Six (06) months from the date of issue of letter to the Defaulter Firm, if order / contract is not finalised from the present tender.
- 2.23 **RATE FINALIZATION:**
BPSCL reserves the right to finalize the rate through either of the following modes:
1. a. Either through Online Seal Bid Price Bid obtained just before Reverse Auction
OR
b. Opening of Online Price (*submitted on www.buyjunction.in*) / physical Price Bid, submitted at the time of techno-commercial bid.
2. Through Reverse Auction to be conducted by our service provider M/s. mjunction.
3. If RA is not concluded for any reason, RA may be re-launched or case may be determined on the basis of online/physical price received along with the techno-commercial bid.
4. Where it is decided not to conduct the RA, the techno-commercially accepted bidders shall be asked to submit online sealed or physical sealed decrement/s. In this case – On line/ physical price bid/s and online decrement or physical decrements, as decided by BPSCL, shall be opened together on same day and case be processed.

- 2.24 **FORCE MAJEURE** : Bidder shall not be considered in default if delay occurs due to cause beyond their control such as acts of God, natural calamities, civil wars fire, strike, frost, floods, riot and acts of unsurpassed power. Only those causes which have duration of more than seven days shall be considered in force majeure clause. In the event of delay due to such clause the delivery / completion period will be extended for a length of time equal to the period of force majeure of at the option of owner order may be cancelled without any liability what so ever on the part of the owner.
- 2.25 **The Parties should clearly indicate their prices firm in all respects till execution of the work order.**
- 2.26 In case of asking any variation on any account whether sales tax or Service tax (wherever applicable) will not be treated as firm price on that account and hence parties should state everything clearly.
- 2.27 **Special Instruction:** Tender will be opened on **31.07.2017 at 12.15 PM**. If it is declared a holiday by BPSCL then in the next working day at the same time in the presence of Tenderer's Authorized Representatives, who wish to be present.
- 2.28 Since GST is slated to be implemented **w.e.f. 01.07.2017**, the provisions of GST (i.e GST, SGST & IGST) will be applicable.

1. Scope of works:

The work to be executed under this specification broadly consists of the following:

- a. **Excavation:** All work under this specification shall conform to the latest revision and / or replacement of the following or any other Indian Standard Specification and code of Practice. IS : 3764 -1992 : Indian Standard for safety code for excavation work. In case any particular respect of work is not covered specifically by I. S. Specification, any other standard practice as may be specified by the Engineer-in-Charge shall be followed. The successful bidder shall excavate the ash from the ash ponds by mechanical means such as excavators. The successful bidder shall also excavate to remove all kinds of earth, disintegrated rock, if any, ash or any other materials which may be encountered and excavated to the required depths and inclinations leaving the excavated surface level and trim as per the direction of the Engineer - in - Charge. He shall also take all the necessary precautions at his own cost to avoid slipping off or caving in of soil/ash from sides and render the area safe for person and adjoining building and property, if any. The excavated ash shall be placed in such a place so that it can be easily loaded to the dumpers by the pay loaders/ excavators without any time delay as the time is the essence of this contract or it can be directly loaded to the dumpers as to suit the site condition. The empty and loaded dumpers should follow the route as directed by the Engineer - in - Charge.
- b. **Transportation:** Nuisance free and pollution free transportation should be the main motto of transportation of ash in leak proof Mechanised steel covered container dumpers up to the dumping area. Other conditions mentioned elsewhere in this tender document should be followed by the successful bidder regarding the transportation.
- c. **Disposal of ash:** Transported ash in the dumpers should be disposed at the approved site only. All necessary precautions should be taken to avoid pollution due to disposal of ash.

Other conditions shall be as mentioned elsewhere in this tender document.

2. Duration of Work:

Duration of the contract will be **One (01) Year** from the date of commencement of work. *However, the work shall be started within 30 days from date of issue to work order which includes mobilization period.*

SPECIAL TERMS & CONDITIONS:

1. The bidder should undertake excavation/evacuation, loading, unloading, transportation, filling in nuisance free and eco-friendly manner.
2. The bidder will have to engage following equipments in sufficient numbers for proper execution of work in timebound manner.
 - a. Tippers /dumpers/Hywas
 - b. Excavators
 - c. Pay loader
 - d. Water Tankers
 - e. Dozers.

Note: The bidder should also have the capability to arrange for replacement of any machinery in the event of their breakdown.

3. The intending bidder will have to give an undertaking regarding acceptance of GPS/ GPRS system (Vehicle tracking Equipment- VTE) in respect of the following conditions:-
 - a. Bidder will install vehicle tracking and monitoring system in deployed tippers/dumpers/Hywas/Water Tanker.
 - b. Consent for 24X7 power supply to the mobile device from the vehicle battery is a mandatory requirement.
 - c. The transporter is to ensure that the mobile GPS/GPRS device (Vehicle tracking Equipment) is kept cool, dry, ventilated and unobstructed within the vehicle and reasonable care be taken to protect the same from damage.
 - d. In the absence of the mobile GPS/GPRS device on the vehicle, non-functionality of the VTE or on prima-facie evidence of tampering, the vehicle would not be allowed to be operational for the purpose of the said contract.
 - e. Cost towards any incidental damage/ replacement of VTE, is to be borne by the bidder.
 - f. Any other issues relating to VTE, emerging during implementation or during its operation is required to be accepted unconditionally.
4. There will be no consideration for idle and escalation charges during the contract period.
5. The value of contract will remain firm for the entire contract period irrespective of increase/decrease of fuel pricing (*Petrol, Diesel, Lubricants, etc*).
6. The bidder has to submit **Daily Progress Report (DPR)** and position of daily deployment of equipments.
7. Measurement at ash pond will be taken jointly by BPSCL and the successful bidder for actual amount of ash evacuated.
8. **The quantity of ash evacuated from the ash pond will be measured in cubic meters on the basis of pre and post level in the cutting area determined through surveying jointly by BPSCL and the successful bidder.**
9. **The arrangement for the surveyor with survey equipments will be done by the successful bidder at their own cost.**
10. The bidder will have to ensure nuisance – free, pollution - free transportation and dumping of evacuated ash. To effect this, they will have to cover the ash in dumpers with tarpaulins/strong polythene sheets or by other approved means inside the mechanized steel covered container trucks/dumpers/hywa during transportation to ensure no leakage/no spillage of ash. They will also make watering arrangement at excavation site, along the transportation route and at dumping site to prevent air pollution. In addition, they will also have to make arrangements to sprinkle water and keep the haulage route clear. *No separate payment shall be made on this account by BPSCL.*
11. If during the currency of the contract, any problem regarding nuisance - free transportation arises, the scheme for transportation shall be modified to make the transportation system acceptable without any extra cost to BPSCL.

12. Dozing and leveling work has to be carried out by the bidder as per the need. If the situation warrants immediate dozing and leveling and no action is taken by the bidder for the same, BPSCL reserves the right to engage dozers & labours at the risk & cost of the bidder. The expenditure incurred on this account would be deducted from the bidder running bills.
13. The final level after dozing at the final disposal site shall not exceed 1.0 to 1.50 metre above the surrounding ground level or a level to be decided by the Engineer-in-Charge.
14. Necessary approach roads, wherever required, at the access to ash pond as well as at the disposal end and within the ash pond itself shall be constructed and maintained by the bidder during execution of the work without any financial implication to BPSCL.
15. The body of the vehicle engaged for transportation shall be perfectly leak proof. After loading and unloading of ash, the outside body and the tyres shall be cleaned to make it ash-free before commencement of transportation from the ash ponds and the disposal area. The rate quoted shall include the cost of the above operation.
16. Water required for sprinkling and other purpose will be arranged by the bidder at their own cost. The bidder may use water available in the ash pond or quarries through their own resources.
17. Necessary drainage including pumping out of water, if required, to facilitate excavation at ash pond shall be done by the bidder and the cost of this operation should also be included in the quoted rate.
18. The transportation, storage, dumping and compaction of fly ash will be done exclusively by the bidder at their own cost. BPSCL will have no financial, civil or criminal liability in this regard or in respect of any other incidental factors, whatsoever.
19. In the event of any environment imbalance, the bidder will be responsible and attend to the same at their own cost. The bidder will be responsible for any adverse environmental impact due to dumping of the fly ash.
20. The bidder will take adequate care in dumping the fly ash to the extent that dumping of such fly ash will in no way affect the quality of underground water seeping through the fly ash bed. In any event, if it transpires in future that the quality of the underground water gets affected, the bidder shall be responsible for the same and take all suitable steps to restore the quality of the underground water. The bidder shall ensure for all times to come that there should not be pollution imbalance in the adjoining area. The bidder shall be solely liable for such imbalance and will restore the imbalance.
21. Dumping of ash will be done as per the guidelines of JSPCB.
22. That the maintenance of internal and haul roads leading to the dumping area will be done by the bidder at their own cost.
23. Any road required for this work would be developed and maintained by the bidder without any extra cost to BPSCL
24. Approach road from ash pond to the stone quarries , dressing of bushes & other materials, if any has to be made by the bidder using pond ash. **Quantity of ash used for approach road construction will be deemed to have been used in stone quarries and will be taken into consideration for measurement purpose.**
25. Water sprinkling shall be done by the bidder as per requirement on the haul roads and other internal roads.
26. The quarries authority and BPSCL shall not be, in any way, responsible for any accident or injury of persons engaged or otherwise affected in the process of evacuation, transportation and dumping of the fly ash and the bidder shall keep them harmless and indemnified against any claim on this score.
27. The bidder shall be responsible in the event of any violation of the provision of Mines Act 1952 as regards to dumping of ash.
28. **That BPSCL reserves the right to withdraw their requirement at any time with immediate notice. The bidder will not have any claim for sudden stoppage of work.**
29. The bidder will indemnify BPSCL for any consequential damage / liability. BPSCL shall bear no responsibility of the persons engaged by the bidder.
30. The fly ash shall be dumped only at the site as identified by BPSCL and not anywhere else.

31. As per condition laid down by Jharkhand State Pollution Control Board, the bidder shall transport the fly ash in tippers in covered manner so that it does not become airborne during transit.
32. The rate at which work will be awarded shall remain firm for the entire duration of contract and the bidder will have to agree to execute the work at the same rate, terms and conditions of the order.
33. **Splitting of order between more than one Bidder (up to four Bidders) :-**
The work may be split into more than one bidder (Maximum up to four bidders) as per company's Procurement and Work Policy-2105. (Given in company website www. bpscl.com)
34. **Penalty Clause :**
- If monthly contracted quantity* for evacuation and transportation of ash is not achieved, a penalty will be imposed in the following manner :
 - Up to 80% of contracted quantity achieved: No penalty
 - From 79% to 60% of contracted quantity achieved: 1% of monthly contract value[#]
 - For less than 60% of contracted quantity achieved: 2% of monthly contract value

Such penalty, however, will not be applicable if the bidder fails to complete the quantity due to reasons not solely attributable to them.

***Monthly Contracted Quantity = Total awarded quantity to bidder /12**

Monthly Contracted value = Total awarded value to bidder /12
 - Violation of safety rules will be penalized as per safety clause given elsewhere in the NIT.
 - The bidder should make all effort to complete the job in stipulated time, however if it fails to complete the work within the stipulated time limit, a penalty of maximum 5% will be levied as follows:
 - Up to 15 days delay above stipulated time: No penalty
 - Penalty of 1% shall be imposed for delay of each fortnight after 15 days

Such penalty, however, will not be applicable if delay is due to causes which are beyond the control of the bidder, such as acts of God, fires, flood, epidemics and unusually adverse weather.
 - The evacuated ash will be disposed by the bidder strictly at the BPSCL approved site and in no case evacuated ash will be allowed to be disposed in any other location without prior permission from Engineer-in-Charge in writing. No payment will be made for evacuation and disposal of ash for such violation. Instead double of the awarded rate for evacuation in the order will be levied on the bidder.
 - The vehicles like dumpers/tippers deployed in transportation of ash from BPSCL ash pond to disposal should strictly not be engaged during return journey from disposal area for other purposes.
A penalty at the rate of Rs 1500/- per vehicle per trip will be imposed & recovered from the Running Account bills in the event of above.
35. **Security Deposit:**
- The bidder will have to submit a performance bank guarantee equivalent to 5% of their awarded contract value as security deposit, which will be retained during entire period of contract and shall be released only after successful completion of work . The PBG shall be submitted within 15 days from date of issue of work order.
 - No claim of the bidder for interest/depreciation on the security deposit shall be admissible.
36. **Subletting:** The bidder may sublet whole or part of work (*to reputed confide, bonafide, similar experience and financially sound firms*) with the prior approval of BPSCL. However the work will be executed under technical expertise and supervision of the principal contractor.
37. Redressal of local issues will be the responsibility of the bidder.
38. Safety of people along the road from ash pond to the dumping site has to be ensured by the bidder. Any situation arising out of accident will be resolved by the bidder only.

PRICE BID/ FORMAT

Special Instruction –

1. *In the event of a L1 Bidder backing out prior to placement of order, in addition to forfeiture of EMD the bidder should be suspended for a period of six months from the date of issue of suspension order*
2. *Breakup of quoted unit LC (Landed Cost) excluding service tax rate shall be submitted by the bidder. In case of refusal of L1 bidder to submit price break up, the bidder shall be suspended for a period of six months from the date of issue of suspension order.*
3. **Price Basis L1 bidder will be decided on lowest Landed Cost excluding service tax Basis.**

Sl. No.	Description	Qty.	Rate/Unit (Rs.)	Amount (Rs.)
1	Evacuation of Ash from different filled up ash ponds at BPSCL up to all possible lift including dewatering as required, loading by pay loader / Excavators, washing the outside of dumpers / trucks as per the specification /direction of Engineer-in-charge, nuisance free transportation of the Ash in leak proof dumpers / trucks as per the specification on approved route and unloading at the disposal site at a distance of about 5 KM but beyond 4 KM from BPSCL ash ponds as directed by the Engineer-in-charge. The rate should include cost of sprinkling water at the excavation site, haulage route and disposal site, dozing of ash by dozers / pay loaders at the disposal site including levelling the ground as per direction of Engineer-in-charge as per specification in conformity with Pollution Control norms and status and repairing of roads and the route.	10,00,000 m ³		
Landed Cost (LC) :				
Rupees only				

Note : Service Tax extra as applicable

Signature with seal of tenderer

Notarized Affidavit

I.....son/daughter of Shri
Aged..... years resident of
.....PS.....District.....State.....do
hereby solemnly affirm that:

- (i) I am (designation/authority) in M/s
(name of the firm/company).
- (ii) I confirm that all documents submitted against Enquiry No. dtd.
..... in support of eligibility criteria are genuine.
- (iii) I undertake to produce all documents in original for verification as and when asked for
the same by BPSCL.

Solemnly affirmed & declared before me by Deponent(s) who is/are identified by	The declaration made herein above are true to the best of our knowledge, information and belief signed atOn..... Deponent(s)
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ANNEXURE - VII

CHECKLIST TO BE FILLED BY BIDDER EXCEPT REMARKS:- All documents which is require for fulfill the qualifying requirement/ Eligibility criteria are to be submitted along with tender in serial order (clearly mention page no.) and the tenderer must fill the checklist of Annexure-V

CHECKLIST 1- OF DOCUMENT SUBMITTED BY TENDERER

Sl.No.	Document	Submit/ Not Submitted	Page No.	Remarks by BPSCL
1.	Valid work order			
2.	Completion Certificate			
3.	Partnership/ Proprietor			
4.	EPF			
5.	ESI			
6.	Latest ITR			
7.	* Service Tax Regn. No.			
8.	Turnover/ PL Sheet			
*If the agency is not under the preview of service tax then please write Not applicable (N.A.).				
Total numbers of pages in Techno-commercial Bid				

CHECKLIST-2 [PLEASE TICK (√) THE ONE WHICH IS APPLICABLE AND CUT (X) ANOTHER]

1.	All document as per NIT and Checklist 1	Submitted () Not submitted ()
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DECLARATION OF TENDERER:-

I M/s hereby declare that to best of my knowledge, the information given in the checklist is correct and complete, if any mistake/ incorrect statement will be found then you have right to reject and cancel (my) tender/application without any notice. I also hereby declare that I have read the all terms and conditions of tender document carefully.

Signature of tenderer with seal

(To be submitted on bidder's Letter Head)

Format for Acceptance of General Terms & Conditions, Commercial Terms and all other Terms of the Reverse Auction

We _____ (Contractor Name) having
PAN _____ & registered office at _____ (Address)
agree to all the Commercial, General & other Terms & Conditions listed in the
NIT No. _____ dated _____
for the work of _____ (subject work) through Reverse Auction.

We confirm that we are in a position to do the job as per the scope of work given in NIT/RFQ. We agree to participate in the Reverse Auction and abide by the rules.

We nominate an executive, whose details are given below, to put the bids on our behalf.

The details of the person authorized to bid on our behalf is as follows.

Name & Designation :
E-mail ID :
Contact phone nos. :
Address :

(Signature & Seal)

Place :
Date :

Format for submitting last quoted prices

(To be submitted on Company Letter Head of the Bidder)

(To be sent within 30 mins of conclusion of the Reverse Auction)

To,

mjunction services limited
1st Floor, Tata Centre
43, Jawaharlal Nehru Road
Kolkata – 700 071

Fax: 033 – 2288 3279

Ref: Reverse Auction forfor Bokaro Power Supply Co. (P) Ltd. held on

Reference above, we hereby confirm our Market wise last quoted prices in the Reverse Auction held on forfor Bokaro Power Supply Co. (P) Ltd., Bokaro Steel City.

Market No.	Last Quoted Price

We also confirm that we will submit item wise price break-up, within two working days from the date of Reverse Auction.

Signature :

Name :

Designation :

Date :

ENVIRONMENT, HEALTH AND SAFETY

EHS (Environment, Health and Safety) Clause for contracts where overall site is under BPSCL control

Bidder's Responsibilities

The contractor shall during the entire term of contract undertake to perform the following obligations relating to environment, health and safety:-

1. Ensure that your workforce is not exposed to asbestos or asbestos containing atmosphere.
2. Take suitable control measures to ensure that the workers are protected from dust emission.
3. Monitor and ensure that the working area is free from any toxic gas, vapour and fume. Take adequate measures to reduce level of concentration below permissible limit. Exposure to any particular toxic gas, vapour or fume shall not exceed the maximum permissible limit prescribed in local regulation for any particular period of time. Ensure adequate ventilation and no immediate danger to life and health of personnel working at site.
4. Ensure that there is no flammable atmosphere and uncontrolled fire hazard in and around the work place. In case it is required to work in flammable atmosphere, implement safe working procedure and suitable control measures in order to work safely.
5. Ensure that the workers are protected from excessive noise and heat. Take adequate measures to reduce noise/heat level below the permissible limit.
6. Ensure safe access and egress in and around work place. Ensure proper maintenance of Platforms, staircases, ramps etc. Special care and all safety measures should be taken while working at height. Roof work and access to roofs must not be undertaken without prior permit.
7. All Personal Protection Equipments supplied by the bidder should be of internationally recognized standards. All tools and tackles bought by the contractor for use during the contract period should have proper and valid certification by competent authority.
8. All lifting equipments, tools and accessories provided by BPSCL should be maintained and returned back in sound condition after the completion of contract period.
9. Ensure that the illumination in and around workplace and access areas are maintained properly. Make sure to switch off the light, fan and air conditioners after use.
10. The bidder must ensure that all machinery and equipments are provided with earth fault circuit breakers at all times when using electrical leads. Use of electrical tape for temporary repair is prohibited.
11. Guards and covers for equipments/machineries are to be provided where ever necessary.
12. Gas cylinders shall be securely stored, transported, identified and used in line with legislation and EHS requirements.
13. Fire extinguishers and other fire fighting equipments provided in different locations should never be misused.
14. Bidder must ensure optimum use of water with minimum wastage.
15. Contractor shall also ensure that the work area is kept clean, tidy, & free from debris. The Bidder is also fully responsible for protection of ground and underground from pollution.
16. Identify and highlight potential hazards / risks existing.
17. Ensure suitable corrective actions are implemented for identified issues.
18. Provide adequate emergency and first-aid facilities and it should be available in all shifts.
19. All workers should be trained and communicated about the onsite emergency and evacuation plan.
20. All equipments and plant should be maintained in safe condition.
21. The Bidder and their Personnel admitted to site must conduct themselves in an orderly and safe manner and conform at all times to the EHS Requirements. Fighting, engaging in horseplay, being under the influence of or possessing alcohol or drugs, gambling, soliciting, stealing, immoral or otherwise undesirable conduct is not permitted and shall not be tolerated. Upon knowledge of such conduct, BPSCL shall exclude the concerned person from the site and take all other appropriate measures as deemed necessary. BPSCL reserves the right to perform random drug and alcohol tests.
22. The Bidder shall immediately notify BPSCL of any environmental incident, injury, illness, near-miss, unsafe condition or practice and any loss or damage to property, including incidents related to the Bidder Personnel. An investigation report assessing the root cause, corrective action, and preventative action shall be submitted by the Contractor to BPSCL within 24-hours of the incident's occurrence.