

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-193/NIT-686/6171

Dated 24/11/2017



TENDER DOCUMENT

**NAME OF WORK: Extraction & Transportation of Ash from Ash Pond
3A,3B,4A,4B,4C & 4D and slag pitching over Dykes.**

COST: Rs.3,150/-

(Rupees Three Thousand One Hundred Fifty 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 Bhavan, Bokaro Steel City – 827001

NOTICE INVITING TENDER

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

NIT No. : BPSCL/CEO/P&C/17-18/C-193/NIT-686/6171

Date: 24/11/2017

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	Extraction & Transportation of Ash from Ash Pond 3A,3B,4A,4B,4C & 4D and slag pitching over Dykes.
Earnest Money (in Indian Rs.)	Rs. 5,00,000/- (Rupees Five Lakhs) only
Cost of tender documents (Non-refundable) (in Indian Rs.)	Rs. 3,150/- (Rupees Three Thousand One Hundred Fifty) Only including GST @ 5%
Period of contract	Three (03) months from the date of commencement of Work.
Last date & time of submission of tender	22/12/2017 at 12.00 Hrs. (IST)
Bid opening Date & Time.	22/12/2017 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. 87.00 Lakhs**

- 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. 116.00 Lakhs**

OR

Two similar completed works each costing not less than to **Rs. 145.00 Lakhs**

OR

One similar completed work costing not less than to **Rs. 232.00 Lakhs**

- **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, GSTIN, 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. 3,150.00** (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. 5,00,000.00 (Rupees Five 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 including claim period of 03 months*, 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

In case of forfeiture of EMD by BPSCL the bidder is required to re-imburse the applicable GST to BPSCL.

- 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 / Udyog Adhaar Memorandum number (whichever applicable). SSI/NSIC certificate holders should also submit a copy of Entrepreneurs Memorandum / Udyog Adhaar Memorandum number (whichever applicable). However unit claiming exemption is required to submit notarized copy of registration certificate indicating clearly the item category for which they are registered.

If such units do not enclose Entrepreneurs Memorandum (EM) number / Udyog Adhaar Memorandum number (whichever applicable) the unit may be considered as general bidder & required to submit Cost of Tender document and Earnest Money Deposit (EMD).

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 (*Landed cost excluding GST*) 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 120 (One hundred twenty) 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 six months 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 may 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 suppression of document 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 :**
90% of contract value will be paid on pro-rata basis on progressive jobs duly certified by Engineer In-Charge and balance 10% will be retained as security deposit which will be released after 03 months of 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, GSTIN 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 **GST Related Clauses :**

- a. All bidders should strictly quote GST as extra. Offers with GST as inclusive will not be acceptable and will be liable for rejection.
- b. Bidders have to submit their GSTIN registration details to BPSCL along with supporting documents.

1	GSTIN		
2	Service Accounting Code No.		
3	A	CGST (in %)	
	B	SGST (in %)	
	C	IGST (in %)	
4	Total GST (3A+3B+3C) (in %)		

- c. Bidder would pass on the tax benefit/savings, if any, on account of output taxes to BPSCL.
- d. Bidder shall agree to do all things not limited to providing GST invoices or other documentation as per GST Law relating to the above Services, payment of taxes, timely filing of valid statutory returns for the tax period on the Goods and Service Tax Portal etc. that may be necessary to match the invoice on GSTN common portal and enable BPSCL to claim input tax credit in relation to any GST payable under this agreement or in respect of any part under this agreement.
- a. In case the Input Tax Credit of GST is denied or demand is recovered from BPSCL on account of any non-compliance by the Supplier/ Contractor, including non-payment of GST charged and recovered, the Supplier/ Contractor shall indemnify BPSCL in respect of all claims of tax, penalty and/or interest, loss, damage, costs, expenses and liability that may arise due to such non-compliance. Further, in case of any differential tax liability on account of any wrong classification/valuation etc. by the vendor, BPSCL will not be liable to reimburse any part of such differential tax, interest, penalty etc. It will be the sole responsibility of the vendor to discharge appropriate taxes, as applicable.
- b. Supplier/ Contractor shall maintain high GST compliance rating track record at any given point of time.

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 **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

2.21 **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.

In case of forfeiture of Performance Guarantee Bond the contractor is required to reimburse the applicable GST to BPSCL.

2.22 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.

2.23 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.

2.24 The Parties should clearly indicate their prices firm in all respects till execution of the work order.

2.25 Special Instruction: Tender will be opened on **22.12.2017 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.

Scope of Work:

1. Extraction of Ash deposit from the Ash Pond No. 4A, 4B, 3A, 3B and 4D with a lift up to 4.0m and transportation of the same by mechanical transport to the dumping yard within a lead of 2.0 Km.
2. Extraction of Ash for channeling the slurry water flow towards downstream side in Ash Pond No. 4A, 4B, 3A, 3B, 4C & 4D with a lift up to 4.0m and transportation of the same to the dumping yard within a lead of 2.0 Km.
3. Excavation of slag from slag dump area, loading and transportation of the same up to 2.0Km Lead, unloading and spreading the same on the top and sides of raised ash dykes by mechanical means and dressing the same.
4. Excavation of Slag from Slag dump yard, loading and transportation of the same up to 2.0Km lead, unloading and making the spillways with this slag by mechanical means.
5. Maintenance of the ash dykes, spillways and roads of all ponds from time to time with the slag.

SPECIAL TERMS & CONDITIONS:

1. For attending the job, the contractor has to provide all categories of manpower with necessary tools and tackles.
2. The work is to be carried out as per direction of Engineer-in-charge.
3. If situation demands, the work shall be carried out in all three shifts as per direction of Engineer-in-charge.
4. Measurement shall be taken jointly by BPSCL and Contractor.
5. During contract period there will be no consideration for idle and escalation charges.
6. The contractor has to comply with Labour Laws including payment of Bonus Act-1965, Workmen Compensation Act and EPF rules applicable in Plant Area.
7. The contractor has to submit **Daily Progress Report (DPR)** and position of daily deployment of equipment
8. The contractor shall have to ensure nuisance - free and pollution - free transportation and dumping of evacuated ash. To effect this, he will have to cover the ash in dumpers with tarpaulins/strong polythene sheets or by other approved means inside the Mechanised steel covered container trucks/dumpers/hyvas during transportation to ensure no leakage/no spillage of ash. He will also employ watering arrangement at excavation site as well as dumping site to prevent air pollution and resultant nuisance. In addition, he will have arrangements to sprinkle water and keep the haulage route clear. *No separate payment shall be made on this account.*
9. 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.
10. If the situation warrants the need for dozing and levelling immediately, the engineer on his own discretion shall engage dozers and labours. The expenditure incurred on this account would be deducted from the contractor's running bills.
11. 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 by the contractor and shall be maintained by the contractor during execution of the work without any financial implication to BPSCL.
12. Water required for this work will not be supplied by BPSCL. Contractor shall have to arrange water for sprinkling and other purpose at his own cost.
13. Necessary drainage including pumping out of water, if required, to facilitate excavation at ash pond shall be done by the contractor and the cost of this operation should also be included in the quoted rate.
14. Any road required for this work would be developed and maintained by the Contractor without any extra cost of BPSCL.
15. In the event of any environment imbalance the executing agency shall be responsible and attend to the same at its own cost. Any environmental impact in dumping the fly ash shall be to the entire risk of the executing agency.
16. The transportation, storage, dumping and compaction of fly ash will be done exclusively by the executing agency at their own cost. The concerned owner shall have no financial, civil or criminal liability in this regard or in respect of any other incidental factors, whatsoever.
17. The executing agency shall 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 contractor shall be responsible for the same and take all suitable steps to restore the quality of the underground water. The executing agency shall ensure for all times to come that there should not be

pollution imbalance in the adjoining area. The executing agency shall be solely liable for such imbalance and will restore the imbalance.

18. Dumping of ash shall be done as per the guidelines of JSPCB.
19. Maintenance of internal and haul roads leading to the dumping area shall be done by the executing agency at their own cost.
20. Water sprinkling shall be done by the executing agency as per requirement on the haul roads and other internal roads. 3 Nos. water tankers (including stand by) may be needed for this work.
21. BPSCL shall not be, in any way, responsible for any accident or injury of persons engaged or otherwise affected in the process of transportation, storage and dumping of the fly ash and the executing agency shall keep them harmless and indemnified against any claim on this score.
22. The executing agency shall be responsible in the event of any violation of the provision of Mines Act 1952 as regards dumping of ash.
23. That the executing agency shall indemnify for any consequential damage / liability. BPSCL shall bear no responsibility of the persons engaged by the contractor.
24. That the fly ash shall be dumped only at the appointed site as identified above and not anywhere else.
25. As per condition laid down by Jharkhand State Pollution Control Board, the executing agency shall transport the fly ash in tippers in covered manner so that it does not become airborne during transit.
26. The rate at which work is awarded to the contractor will remain firm and the contractor will have to agree to execute the work at the same rate, terms and conditions of the agreement.
27. **The quantity of ash evacuated from ash pond will be determined in the following way:**

The quantity of ash evacuated from different ponds at BPSCL, will be determined on the basis of pre & post level in the cutting area.

28. **Disposal of ash:** Transported ash in the dumpers should be disposed at the specified place only. All necessary precautions should be taken to avoid pollution due to disposal of ash.
29. The evacuated ash will be disposed by the contractor 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 for evacuation and disposal of ash will be given to the contractor for ash dumped in violation of the above stipulation. Instead, penalty will be imposed @ 100% above the quoted rate for evacuation in the price list & for the ash disposed by the contractor in contravention of the stipulations in the specifications and terms agreed upon.
30. The vehicles like dumpers/tippers deployed in transportation of ash from BPSCL ASH POND to DISPOSAL AREA should strictly not be engaged during return journey from disposal area/mines for other purposes
31. BPSCL will supply free of cost following items (as per requirement).
 - Water and Electricity.
32. You shall maintain all records/register/return cards such as:
 - a) Register of workman employed by contractor
 - b) Attendance card
 - c) Adult register
 - d) Register of wages-cum muster roll
 - e) PPE register
 - f) Wage slip to your workers

33. **Penalty Clause:**

- a. If the contractor fails in due performance of work within the Contract period, he shall be liable at discretion of the Engineer-in-charge to an unconditional penalty of 0.5% per week of total contract value upto maximum of ten weeks i.e. total penalty thus imposed will not exceed 05% of contract value.
- b. If progress of Item Sl. No. 1.1 of “**Break-up of Landed Cost**” is not achieved minimum 80,000 Cum/ Month, a penalty of Rs. 50,000.00 per month will be.
- c. A penalty at the rate of Rs 1500/- per vehicle per trip will be imposed & recovered from the R /A bills if Clause no. 30. mentioned above not followed.
- d. If dumping of ash will be not done as per direction of Engineer in charge or dumping around periphery of ash pond or dumping on the ash pipe line, a penalty of Rs. 3,000.00 per trip will be levied on you and payment of that dumping quantity will also be deducted.
- e. **Safety Clause:** Without prejudice to the right conferred by the clause above for stoppage of work for violation of safety requirements, you shall be liable for penalties mentioned below:
 - i. Upto Rs. 5000/-by DGM (safety)/Head of safety Engg. Department /Head of the Department where work is being done for 1st violation of safety norm, non use of PPEs(Personal Protective Equipments) like safety shoes, hand gloves, safety helmets, goggles etc as per work requirements by you or your workers. This condition is applicable in case of violations of Road Safety norms also.
 - ii. Fine upto Rs. 20,000/- on 2nd Violation as mentioned in clause (i) above.
 - iii. You shall be debarred for one year / deregistered from taking up further contractual work in BPSCL from the date of issue of debarring / deregistering order on 3rd violation as mentioned in clause no (i) above.
 - iv. Fine upto Rs. 10,000/- for violation in use of Full Body Harness by you or your worker for working at height (above 1.8 meter from immediate floor).
 - v. Fine Rs. 25,000/- (minimum) to Rs. 50,000/- (Maximum) for serious injuries and disabilities caused by violations as mentioned in Clause No. (i) and (iv) above.
 - vi. Independent of the above, you shall be fined Rs. 1,00,000/- (1 Lakh) or more and debarred / deregistered from taking up further contractual work in BPSCL from the date of issue of debarring / deregistering the order in case any Fatal accident occurs due to violations as mentioned in Clause (i) and (iv) above.

Note: In case penalty is imposed, you have to re-imburse the applicable GST to BPSCL.

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 GST 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 GST Basis.**

Sl. No.	Description of work	Qty.	Amount (Rs.)
1.	Extraction & Transportation of Ash from Ash Pond 3A,3B,4A,4B,4C & 4D and slag pitching over Dykes.	<i>*as mentioned below</i>	
LANDED COST			

Note: GST extra as applicable

PRICE BREAK UP OF LANDED COST

Sl. No.	Description of work	Qty.*	Rate / Unit (Rs.)	Amount (Rs.)
1.1	Extraction of Ash deposit from the Ash Pond No. 3A, 3B, 4A, 4B & 4C and 4D with a lift up to 4.0m and transportation of the same by mechanical transport to the dumping yard within a lead of 2.0 Km.	3,00,000.00 CuM		
1.2	Extraction of Ash for channeling the slurry water flow towards downstream side in Ash Pond No. 4A, 4B, 3A, 3B, 4C & 4D with a lift up to 4.0m and transportation of the same to the dumping yard within a lead of 2.0 Km	5,000.00 CuM		
1.3	Excavation of slag from slag dump area, loading and transportation of the same up to 2.0Km Lead, unloading and spreading on the top and sides of raised embankment and roads by mechanical means and dressing the same. Making the spillways with this slag by mechanical means. Maintenance of the ash dykes and spillways of all ash ponds from time to time with the slag. Spreading the same over the area near ash pond.	5,000.00 CuM		
LANDED COST				
Rupees only				

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.	* GSTIN			
8.	Turnover/ PL Sheet			
*If the agency is not under the preview of GST 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.