

BOKARO POWER SUPPLY CO. (P) LTD.

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

Reg. Office : Ispat Bhawan, Lodhi Road, New Delhi – 110 003
CIN:U40300DL2001PTC112074

TENDER NOTICE NO.: BPSCL/P&C/18-19/C-143/NIT-773/5682

Dated 07/12/2018



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.3,540/-
(Rupees Three Thousand Five Hundred Forty 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
Reg. Office : Ispat Bhawan, Lodhi Road, New Delhi – 110 003
CIN:U40300DL2001PTC112074

NOTICE INVITING TENDER

NIT No. : BPSCL/P&C/18-19/C-143/NIT-773/5682

Date: 07/12/2018

For and on behalf of BOKARO POWER SUPPLY COMPANY (P) LTD, sealed tenders in two parts, **Part - A :** Cost of Tender document & EMD, **Part- B :** Technical & Commercial Offer with copy of system generated acknowledgement-slip for online submission of sealed price are invited from the bidders meeting the eligibility and qualification criteria stipulated in the bidding documents 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.
Estimated Cost (in Indian Rs.)	Rs. 2,78,82,000.00 (Rupees Two Crores Seventy Eight Lakhs Eighty Two Thousand Only) Excluding GST.
Earnest Money (in Indian Rs.)	Rs. 5,00,000.00 (Rupees Five Lakhs) only
Cost of Tender Document (Non-refundable) (in Indian Rs.)	Rs. 3,540.00 (Rupees Three Thousand Five Hundred Forty) Only including GST @ 18%
Period of Contract	(06) Six Months from the date of commencement of work.
Last Date & Time of submission of Tender	08/01/2019 at 12:00 Hrs. (IST)
Bid opening Date & Time	08/01/2019 at 12:15 Hrs.

Qualifying Requirements / Eligibility Criteria :

- Bidder should have Minimum average annual turnover (MAT) of **Rs. 83.64 Lakhs**.
 - Average annual turnover shall be determined taking into consideration turnover of 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.
- Bidder should have experience of having completed **similar work** 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.
Value of such order shall be either of the following:
 - Three similar completed works each costing not less than to **Rs. 111.52 Lakhs**
OR
 - Two similar completed works each costing not less than to **Rs. 139.41 Lakhs**
OR
 - One similar completed work costing not less than to **Rs. 223.05 Lakhs**

Similar Work means: Excavation, Loading, Transportation and Dumping/Filling/Disposal of Ash / Earth / Mineral/Slag/Coal.

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.)

- 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-VII**.
- The bidder shall submit self certified copies of following:
IT Return (*Latest*), Copy of PAN, EPF and ESI Certificate, Partnership Deed/ Affidavit for Proprietorship/ Memorandum & Articles of Association, including changes in the Constitution of the Firm, (if any) and Copy of GST registration certificate). *The bidder is also required to submit duly filled Annexure IX.*

General Terms & Conditions:

- i) Offer shall be accompanied with Cost of the tender documents of **Rs. 3,540.00** (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, 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 copy of certificate having a valid Entrepreneurs Memorandum (EM) number / Udyog Adhaar Memorandum (whichever applicable). SSI/NSIC certificate holders should also submit Entrepreneurs Memorandum / Udyog Adhaar Memorandum (whichever applicable). However unit claiming exemption is required to submit copy of registration certificate indicating clearly the item category for which they are registered.
- iv) **Offers not accompanied with Cost of Tender Document (as per clause i) or Earnest Money Deposit (EMD) (as per clause ii) or documents for exemption (as per clause iii) will be treated as INVALID.**
- v) **BPSCL reserves the right to :**
- a) Re-tender / extend the due date of submission of offer.
 - b) Accept or reject any offer / all offers in full or part at any time at any stage without assigning any reasons and without any 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

(V Agrawal)
DGM (P&C)
Tel : 8986874118
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 02 parts as follows:-

- a) **Part A:** This part Comprises of Cost of Tender document & EMD.
- b) **Part B:** This part Comprises of Technical and Commercial details, consent on terms & conditions of NIT/ signed Tender Document along with copy of SYSTEM GENERATED **ACKNOWLEDGEMENT-SLIP FOR ONLINE SUBMISSION OF SEALED PRICE*** bid etc.

Sealed Tender *through Regd. Post/Speed Post/In-person/Courier Service* only, in an envelope containing 02 (Two) separate sealed envelopes (*as mentioned above*) with NIT No. & date of opening along with Sender's Name & Address printed on it, is to be sent to the below mentioned 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, Mob: 8986874118

*** PROCESS FOR ONLINE SUBMISSION OF SEALED PRICE :**

1. 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 menu available before proceeding further (where ever applicable).

New Users:

Steps to get your **User ID** 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 ID and Password.
5. Changing of password on first login is compulsory.
6. On receipt of the User ID 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 id 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: For any clarification on the bidding process please contact

Mr. Anjan Buda- 9163348263- anjan.buda@mjunction.in

Mr. Manish Nandwana _ 9163348165_ manish.nandwana@mjunction.in

Ms. Monalisa Shaw _ 9163348297_ monalisa.shaw@mjunction.in

Mr. Anshu Verma – 8873002772 - anshu.verma@mjunction.in

Mr. Mukesh Kumar Singh- 8873002741 – mukesh.singh@mjunction } for Bokaro Office

A copy of System generated **acknowledgement-slip** for Online submission of sealed price bid is to be submitted along with Techno-commercial Bid.

1.02 Tender Validity Period

Validity of the offer shall be **Five (05) months** from the bid opening date. In case of extension of "Bid submission Date", the validity will be counted from the extended bid opening date.

1.03 General Instructions:

- i) Tenderer's are requested to visit site for actual assessment of the job before submission of their offer.
- ii) Tenderer shall clearly indicate that their prices are firm in all respect till execution of the work order.
- iii) **Any conditional offer or offer having deviations is liable to be rejected.**
- iv) You have to submit Tender document bearing your signature and seal on all the pages along with Techno-Commercial Offer / consent on NIT's Terms & Condition otherwise, it will be presumed that you do not accept our terms and conditions and this may lead to rejection of your offer forfeiting your claims if any.

Bidders are advised to mention page no. on each page of documents submitted by them. BPSCL shall not bear any responsibility in case of any reported loss of documents submitted by the bidder during tender opening or thereafter.

- v) 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.
- vi) The tender rates shall be written in English, both in words and figures. In case of any discrepancy between the words & figures of the rates quoted, the rates expressed in words shall be taken as correct. In case of discrepancy in the Unit Rate and Amount, Unit Rate will govern.
- vii) Price or any indication of price shall **NOT** be mentioned in the Techno-Commercial Bid.
- viii) The sealed tenders received will be opened on scheduled opening date and time in the office of Purchase & Contract, in presence of such bidders who might choose to witness the same
- ix) If name of the bidder is not mentioned on the envelope, it may be considered as unsolicited and processed as per P&WP in vogue.
- x) 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.
- xi) Communication regarding date of Opening of Price-Bid shall be displayed on the Notice board of Purchase & Contract and individual communication to the techno-commercially eligible bidders will be sent only to their e-mail address given in tender documents.
- xii) Offers from two or more bidders shall summarily be rejected if they have any of the following parameters common:
 - a) Same PAN
 - b) Same GST Number
 - c) Same Postal address
 - d) Same E-mail ID
 - e) Same Mobile number
 - f) Same person signing in more than one offer/representing more than one bidder.
- xiii) BPSCL reserves the right either to reject any/all the tenders without assigning any reason thereof.

GENERAL TERMS AND CONDITIONS

- 1.01 You will have to follow and observe the safety & statutory requirements.
- 1.02 You will have to fully responsible for any sort of unsafe activity of your workmen. All working personnel should have proper safety certificates issued by BPSCL before start of work.
- 1.03 Bidder will produce medical fitness certificate for his workers. Height passes to be obtained from safety department, if required.
- 1.04 Supervision of the work has to be carried out by the agency.
- 1.05 Work is to be carried out as per instruction & satisfaction of the Engineer-In-Charge.
- 1.06 In case of any documents/information submitted by the bidder(s) found to be false or containing any misrepresentation or having any fraudulent declaration in it then in such eventuality EMD will be forfeited and legal action (including cancellation of contract, banning of business dealing, criminal proceedings etc.) as deemed fit may be initiated by BPSCL against the bidder.
- 1.07 If any tenderer withdraws his bid after opening of bids without giving any satisfactory and acceptable explanation thereof, the tenderer shall be disqualified for making any tender of BPSCL for a minimum period of six months and the Earnest Money will be forfeited.

1.08 **Payment Terms :**

90 % of contract value will be paid on pro-rata basis duly certified by Engineer In-Charge and balance 10% will be retained as security deposit which will be released on satisfactory execution of work

The expression satisfactory execution of the order shall mean fulfillment of all obligation arising out of and in connection with the contract. In case of default in satisfactory execution of the order the security deposit shall be forfeited.

Amount of penalty and/or Liquidated Damages imposed (if any) will be recovered from Security Deposit. If the amount of Security Deposit is not sufficient, the bidder will be required to pay the balance amount to BPSCL. If the bidder doesn't pay the balance amount, the same 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.

- 1.09 You will have to strictly adhere to the provision of various labour laws including payment of bonus Act 1965.
- 1.10 You will have to pay Rs.4/- extra to the working persons as per BPSCL rules above minimum wage of one day.
- 1.11 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.
- 1.12 Paying authority –In - charge (F&A), BPSCL.
- 1.13 By accepting the order you are understood to have accepted to all responsibilities for completing the work in all respect.

1.14 **GST Related Clauses :**

- a. All bidders should quote GST as extra.
- b. Bidders have to submit their GSTIN registration details to BPSCL along with supporting documents.

1.	GSTIN	
2.	Service Accounting Code No.	
3.	Applicable GST Rate	
	CGST (in %)	
	SGST (in %)	
	IGST (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.
- e. 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.
- f. Supplier/ Contractor shall maintain high GST compliance rating track record at any given point of time.

1.15 **Work accident :**

- a. You will be responsible for the safety of the workers employed by you. In the event of any work-accident, major or minor, you/your representative must take care of the injured person immediately and provide him the required treatment as suggested by the doctor. If you/your representative are not available for medical care, the injured worker will be treated in Bokaro General Hospital and the cost of treatment will be recovered from you.
- b. You shall be fully responsible for making payment of compensation to your 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

1.16 **SUBMISSION OF PERFORMANCE GUARANTEE BOND FOR QUOTING UNWORKABLE RATE:**

If a tenderer quotes unworkable rates i.e. if the quoted price is less than the approved lower limit of the estimated price and is considered for placement of order, the party will be asked to justify the rate quoted. On non acceptance of justification / refusal of the same, the tenderer will be asked to furnish 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 approved 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 re-imburse the applicable GST to BPSCL.

- 1.17 **AWA CLAUSE:** The contractor shall have to pay an amount of Rs 96.15 per day on actual attendance per month (not exceeding Rs 2500/month) to the worker engaged by you in this job as additional welfare amenity (AWA) as per relevant circular/notification of BPSCL and you are requested to include the amount against AWA in your quoted rate, submit the offer accordingly.

1.18 **RATE FINALIZATION:** BPSCL reserves the right to finalize the rate through either of the following modes:

1. Opening of Online Price (*submitted on www.buyjunction.in*) submitted at the time of techno-commercial bid.
2. Through Reverse Auction to be conducted by our service provider **M/s. mjunction.**
3. Where it is decided not to conduct the RA, the techno-commercially accepted bidders may be asked to submit decrement in percentage (%) on their price submitted at the time of techno-commercial bid. In this case – On line price bid and % decrement shall be considered together to finalize the rate.

- 1.19 **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 without imposition of Liquidated Damages at the option of owner.

- 1.20 **Banning of Business Dealings:** On arising any situation or occurrence of any event as mentioned in Clause 6 of the Guidelines on Banning of Business Dealings, the tenderer/bidder or supplier under the tendering process or contract with BPSCL, as the case may be, shall be liable for action under and in accordance with the aforementioned Guidelines. The “Guidelines on Banning of Business Dealings” shall form part of the Tender/Contract.
- 1.21 **Handling of Earnest Money:**
- 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.
 - The amount of Earnest money may be adjusted against Security Deposit only in case of successful Tenderer.
- 1.22 **RISK AND COST:** Failure on Contractor’s part to start the work within reasonable time/ the progress of the job is poor/ for any breach of contract will entail termination of the Contract. In such an event, the job will be executed at the risk and cost of the Contractor by alternative arrangements.
- 1.23 **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 then the successful bidder has to re-imburse the applicable GST to BPSCL

Scope of Work

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.
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 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.

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 could be carried out in all three shifts as per direction of Engineer-in-charge.
4. Measurement will be taken jointly by BPSCL and Contractor.
5. During contract period there will be no consideration for idle and escalation charges except for Diesel.
6. All applicable taxes will be deducted from the running bills.
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 Mechanized steel covered container trucks/dumpers/hyvas” during transportation to ensure no leakage/no spillage of ash. He shall 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, BPSCL on its 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, for 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 their 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 shall 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 to BPSCL.
15. In the event of any environment imbalance, contractor shall be responsible and shall attend the same at its own cost. Any environmental impact in dumping the fly ash shall be to the entire risk of the contractor.
16. The transportation, storage, dumping and compaction of fly ash shall be done exclusively by the contractor 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.
17. Contractor 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. Contractor shall ensure for all times to come that there should not be pollution imbalance in the adjoining area. Contractor shall be solely liable for such imbalance and will restore the imbalance.
18. Dumping of ash will be done as per the guidelines of JSPCB.
19. Maintenance of internal and haul roads leading to the dumping area will be done by contractor at their own cost.
20. Water sprinkling shall be done by the contractor 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 contractor shall keep them harmless and indemnified against any claim on this score.
22. Contractor shall be responsible in the event of any violation of the provision of Mines Act 1952 as regards dumping of ash.

23. Contractor shall indemnify for any consequential damage / liability. BPSCL shall bear no responsibility of the persons engaged by the contractor.
24. As per condition laid down by Jharkhand State Pollution Control Board, the contractor shall transport the fly ash in tippers in covered manner so that it does not become airborne during transit.
25. **Escalation :** Rise & fall in the cost of Diesel will be considered during contract period as per formula given below :

$$\text{Value of work done X } \frac{(P1-Po)}{Po} \times 20\%$$

Where **P1** = Avg. Price of Diesel (Avg. Price will be calculated based on averaging of rates prevailing on 5th, 15th & 25th day of each month)

Po * = Base price of Diesel

***** Base price of Diesel will be the rate on the date of bid opening / RA / Revised price date in case of Negotiation, whichever is later.

26. **The quantity of ash evacuated from different ponds at BPSCL, will be determined on the basis of pre & post level in the cutting area.**
27. **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.
28. 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.
29. 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
30. **Liquidated Damage (LD):** If the contractor fails in due performance of work within the Contract period, he shall be liable to an unconditional penalty of 0.5% per week of total contract value upto maximum of 05% of contract value.
31. **Penalty Clause:**
 - a. If dumping of ash is not done as per direction of Engineer in charge or dumping done around periphery of ash pond or on the ash pipe line, a penalty of Rs. 3,000.00 will be levied for that month and payment of that dumping quantity will also be deducted.
 - b. A penalty at the rate of Rs 1500/- per vehicle per trip will be imposed & recovered from the R /A bills if **Clause no. 29** mentioned above not followed.

PRICE BID/ RA 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 shall 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, EMD will be forfeited and 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	Quantity *	Amount (Rs.)
1.	Extraction & Transportation of ash from ash pond 3A, 3B, 4A, 4B, 4C & 4D and slag pitching over Dykes	As mentioned below	Online Price Bid (Landed cost excluding GST) through URL : http://www.buyjunction.in
LANDED COST**			

Note: GST extra as applicable

****PRICE BREAK UP OF LANDED COST:**

Sl. No.	Description of Items	Qty *	Rate / Unit (Rs.)	Amount (Rs.)
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.	5,00,000.00 CuM		
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	10,000.00 CuM		
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.	10,000.00 CuM		
LANDED COST:				

Signature with seal of tenderer

Notarized Affidavit

I.....son/daughter of Shri Aged.....
years

resident ofPS.....District.....State.....do
hereby solemnly affirm that:

1. I am the authorized representative and signatory of M/s.....
(name of the firm/company).

2. All document(s) submitted/ information provided by M/s.....
alongwith the

Bid Document submitted against Tender No.....

.....dated

for.....
..... (
Name of work) has/have been submitted under my knowledge and are authentic , genuine and true. No
part of the document(s) / information is false, forged or fabricated.

3. No part of this affidavit is false and that this affidavit and the above declaration in respect of genuineness
of the documents/ information has been made having full knowledge of provisions of bidding conditions
which entitle the Owner/BPSCL to initiate action in the event of such declaration turning out to be a
false.

4. I undertake to produce all documents in original for verification as and when asked for the same by
BPSCL.

5. I depose accordingly.

Solemnly affirmed & declared before me by Deponent(s) who is/are identified by	The declaration made hereinabove 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 are required for fulfillment of 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.

CHECKLIST OF DOCUMENT SUBMITTED BY TENDERER

Sl. No.	Document	Page No.	Remarks by BPSCL
1.	Work Order		
2.	Completion Certificate		
3.	Partnership/ Proprietor		
4.	EPF		
5.	ESIC		
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			

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 _____

(Name of 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
	<i>To be submitted by the L-1 Bidder only after finalization of RA</i>

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.