

# **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/MM/21-22/C-145/NIT-1070/3119**

**Dated 23/11/2021**



## **TENDER DOCUMENT**

**NAME OF WORK: Rate contract for Loading, unloading and transportation of Ash from BPSCL Ash Ponds.**

## **I N D E X**

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

## NOTICE INVITING TENDER

**NIT No.: BPSCL/MM/21-22/C-145/NIT-1070/3119**

**Date: 23/11/2021**

For and on behalf of BOKARO POWER SUPPLY COMPANY (P) LTD, sealed tenders in two parts, **Part - A :** Earnest Money Deposit and **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 qualifying criteria stipulated in the bidding documents for the following work at our Power Plant.

Description of Work	Rate contract for Loading, unloading and transportation of Ash from BPSCL Ash Ponds.
Estimated Cost	<b>Rs. 2,72,43,650.00</b> (Rupees Two Crore Seventy Two Lakh Forty Three Thousand Six Hundred Fifty Only) Excluding GST.
Earnest Money	<b>Nil</b> In lieu of EMD, the bidder shall submit either <b>Bid Security Declaration</b> as per clause 1.a of General Terms & conditions. OR <b>Document for Exemption</b> as per clause 1.b of General Terms & conditions.
Period of Contract	Rate contract will be valid for One (01) year from the date of issue of Empanelment Order.
Last Date & Time of submission of Tender	<b>24/12/2021 at 12:00 Hrs. (IST)</b>
Bid opening Date & Time	<b>24/12/2021 at 12:15 Hrs.</b>

### **Qualifying Requirements / Eligibility Criteria :**

#### **Financial Capability:**

1. Bidder should have Minimum average annual turnover (MAT) of **Rs. 81.73 Lakhs** in preceding three (03) Consecutive Financial years.
  - 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 consecutive last three (03) years, ending 31st March of the previous financial year duly certified by CA.

#### **Technical Capability:**

2. Bidder should have experience of having completed **similar work** in India 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 offers are invited. Value of such work order shall be either of the following :
  - a. Three similar completed works each costing not less than to **Rs. 108.97 Lakhs**  
**OR**
  - b. Two similar completed works each costing not less than to **Rs. 136.21 Lakhs**  
**OR**
  - c. One similar completed work costing not less than to **Rs. 217.94 Lakhs**

**Similar Work means: Excavation/Dredging, 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)

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) along with the techno-commercial bid. In addition, bidder shall submit a self declaration as per format at **Annexure-VI**.
4. The bidder shall submit self certified copies of the following:-  
IT Return (*Latest*), Copy of EPF, 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).
5. The bidder shall submit acceptance for finalization of rates through Reverse Auction as per **Annexure VIII**.

**General Terms & Conditions:**

1. Earnest Money:

- a) In lieu of EMD, Bidders shall have the option of submitting a Bid Securing Declaration accepting that if they withdraw / modify their Bids during the period of validity without assigning any valid reason for the same or refuse to submit Performance Security / Performance Guarantee as per the relevant Clause of this tender enquiry or refuse to accept the price quoted by them in Online Price Bid / Reversed Auction within the period of validity of the same or refuse to sign the Contract Agreement upon emerging as the successful bidder, they will be suspended for a period of one year from being eligible to submit bids against tender enquiries of BPSCL. A Format of Bid Securing Declaration is provided at **Annexure X**.
- b) Micro & Small Enterprises (MSEs) / PSU /Govt. Undertakings and Co-operative societies will be exempted from submission of Earnest Money as per government policy. For MSEs, the exemption from submitting Earnest Money will be granted only on submission of valid copy of Udyam Registration Certificate. SSI/NSIC certificate holders should also submit Udyam Registration Certificate. Further, unit claiming exemption is required to submit copy of Udyam registration certificate clearly indicating the item category for which they are registered.

**Note:** Offers not accompanied with Bid Security Declaration (*as per clause a*) or documents for exemption (*as per clause b*) will be treated as INVALID.

2. Consortium bids will not be considered unless the provision for consortium is specifically mentioned in Tender Document.
3. If you withdraw your bid after opening of bids without giving any satisfactory and acceptable explanation thereof, you shall be debarred from participating in any tender of BPSCL for a minimum period of 01 (one) year.
4. **SUBMISSION OF PERFORMANCE GUARANTEE BOND FOR QUOTING UNWORKABLE RATE:**  
If you quote unworkable rates, i.e. if the quoted price is less than **75%** of the estimated price and is considered for placement of order, you will be asked to justify the rate quoted. On non acceptance of justification / refusal of the same, you will be asked to furnish Performance Guarantee Bond in the form of Bank Draft/Bank Guarantee. The amount of Performance Guarantee Bond will be equal to the difference between **75%** of estimated price and your quoted price. In case you refuse to give Performance Guarantee Bond, you will not be considered for participating in any kind of Tender for next 01 (one) year from the date of issue of letter to you, if order / contract is not finalised from the present tender.

*In case of forfeiture of Performance Guarantee Bond, you shall be required to reimburse the applicable GST to BPSCL.*

5. **RATE FINALIZATION:** BPSCL reserves the right to finalize the rate through either of the following modes:
  - a. Opening of Online Price (*submitted on [www.buyjunction.in](http://www.buyjunction.in)*) submitted at the time of techno-commercial bid.
  - b. Through Reverse Auction to be conducted by our service provider **M/s. mjunction**.

**Note:** BPSCL may ask techno-commercially accepted bidders to submit decrement in percentage (%) on their online price submitted at the time of techno-commercial bid. On line price bid alongwith % decrement shall be considered together in case online price bid is opened.

6. **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](http://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

(A.K. Das)  
CGM (MM)  
Tel: 8986874119  
Email: [purchase.bpscl@gmail.com](mailto: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 shall comprise of Bid securing Declaration/ Exemption document.
- b) **Part B:** This part shall comprise 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:

GM I/c (MM)  
Bokaro Power Supply Co. (P) Ltd.  
Hall No.M-01, Old ADM Building  
Ispat Bhawan, Bokaro Steel City – 827001  
Ph: 06452 240380, Mob: 8986874119

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

1. Online sealed Price Bid (% above / % below) 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.buda1@mjunction.in](mailto:anjan.buda1@mjunction.in)

Ms. Debalina Maity - 8336991451 - [maity.debalina@mjunction.in](mailto:maity.debalina@mjunction.in)

Ms. Bingyasini Pradhan – 9163348173 – [pradhan.bingyasini@mjunction.in](mailto:pradhan.bingyasini@mjunction.in)

Ms. Priyanka Muzumdar – [mazumdar.priyanka@mjunction.in](mailto:mazumdar.priyanka@mjunction.in)

**Mr. Mukesh Kumar Singh- 8873002741 – [mukesh.singh@mjunction.in](mailto:mukesh.singh@mjunction.in)**

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 **Four (04) 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) You shall have to quote price in any of the two options given below:

**Percentage ABOVE with respect to Total Estimated Cost excluding GST**  
OR

**Percentage BELOW with respect to Total Estimated Cost excluding GST**

- a) If you do not quote price in terms of percentage or quote in more than one option, your offer will be rejected.
- b) In the tender schedule at the place where you have to quote PERCENTAGE, ‘**above**’ will mean mathematically **positive** and ‘**below**’ will mean **negative**.

- c) The Lowest-1 (L-1) Bidder will be the one whose PERCENTAGE is mathematically lowest and all other Bidders will be ranked/termed as Lowest-2 (L-2), Lowest-3 (L-3) and so on, in the increasing order of PERCENTAGE quoted by them.
- ii) You are requested to visit site for actual assessment of the job before submission of offer.
- iii) You shall clearly indicate that your quoted prices shall remain firm in all respects till execution of the work order.
- iv) Any conditional offer or offer having deviations is liable to be rejected.
- v) 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.
- You are advised to mention page no. on each page of documents submitted by you. BPSCL shall not bear any responsibility in case of any loss of documents submitted by the bidder during tender opening or thereafter.
- vi) If you are a Firm or Company, then you 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.
- 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 Material Management, in presence of such bidders who might choose to witness the same
- ix) 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.
- x) Communication regarding date of Opening of Price-Bid to individual communication to the techno-commercially eligible bidders will be sent only to their e-mail address given in the tender documents.
- xi) Offers from two or more bidders shall summarily be rejected if they have any of the following parameters in 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.
- xii) BPSCL reserves the right either to reject any/all the tenders without assigning any reason thereof.



**GENERAL TERMS AND CONDITIONS**

1. You are requested to visit site for actual assessment of the job before submitting of your offer.
2. You shall make yourself fully conversant with the actual site condition, nature of subject job(s) to be executed and terms and conditions of contract, cost of all the input materials and facilities, cost of labor, transport, incidentals, royalties etc. or any other taxes and duties before submitting the tender.
3. You will have to arrange necessary Gate Passes for your workmen.
4. You will have to deploy proper category of manpower for execution of the job.
5. You have to comply with all labor laws, ESI Act, EPF rules & AWA rules applicable in the Industry.
6. You will have to strictly adhere to the provision of various labor laws including Payment of Bonus Act 1965.
7. **Payment Default Clause:** You must ensure that payment is made to the workers as per provisions of Payment of Wages Act and CLC norms failing which BPSCL shall make payments to concerned workers directly. The amount so paid along with 15% of Administrative cum Service charge shall be deducted from any of the concerned Contractor's bill. If the provision of Payment of Wages Act is not adhered to second time, the Contractor shall be liable for banning of business dealing with BPSCL as per procedure in Vogue. Such Contractor shall not be permitted to work in BPSCL through sub-contracting also for the banning period.
8. **You have to pay your workmen as per circular / notification published by the State Government in regard to rates of payment of VDA in vogue.**
9. You will have to pay an additional amount of **Rs.4/-** to every worker engaged by you for the subject work over and above their daily minimum wages, as per BPSCL rules.
10. **AWA CLAUSE:** You shall have to pay an amount of Rs 96.15 per day on actual attendance per month (not exceeding Rs 2500/month) to the workers engaged by you in this job as Additional Welfare Amenity (AWA) as per relevant circular/notification of BPSCL.
11. You shall execute the work in compliance with the provisions of contract and contract Technical Specification and/or design drawings furnished by BPSCL in terms of the contract and as per codes and standards specified therein, wherever applicable.
12. Supervision of the work is your responsibility. Inspection of executed work will be done by Site Engineer/BPSCL.
13. If situation demands, you will have to execute the work round the clock.
14. After completion of work, Engineer-in-charge or his representative will review the work(s), you will have to rectify any defect, if found, at no extra cost.
15. You shall remove all debris, surplus materials, etc., if any, and dump the same at place as directed by the Engineer-in-charge.
16. All the applicable taxes will be deducted from your bills.
17. During contract period there will be no consideration for idle & escalation charges.
18. You will be fully responsible for any sort of unsafe activity of your workmen and all your workmen should be trained for operational safety and to avoid fire hazards of Power Plant and must have proper safety certificates issued by BPSCL before start of work.
19. You will have to follow and observe the safety & statutory requirements and comply with all safety rules & regulations applicable in the plant area as per Booklet of Safety rules for BPSCL contractors. If you are not having that booklet, same may be collected from the safety department with a request letter.
20. For working at height, you shall produce medical fitness certificate for your workmen. Height passes to be obtained from safety department, if required.
21. All the working tools & tackles, men, material etc. and safety appliances like personal protection equipment are to be provided to your workmen by you at your own cost. All safety appliances of reputed make are to be provided by you to your workmen in presence of Safety Officer of BPSCL. The list and make of safety appliances may be obtained from safety office.
22. In case any documents/information submitted by you are found to be false or containing any misrepresentation or having any fraudulent declaration in it then in such eventuality legal action (including cancellation of contract, banning of business dealing, criminal proceedings etc.) as deemed fit may be initiated by BPSCL against you.

23. **GST RELATED CLAUSES:**

- a. You should quote GST as extra. If not mentioned in offer it will be considered as extra.
  - b. You have to pass on the tax benefit/savings, if any, on account of output taxes to BPSCL.
  - c. You 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.
  - d. In case the Input Tax Credit of GST is denied or demand is recovered from BPSCL on account of any non-compliance by you, including non-payment of GST charged and recovered, you 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 you, BPSCL will not be liable to reimburse any part of such differential tax, interest, penalty etc. It will be your responsibility to discharge appropriate taxes, as applicable.
  - e. You have to maintain high GST compliance rating track record at any given point of time.
24. **Banning of Business Dealings:** On arising of any situation or occurrence of any event as mentioned in Clause 6 of the Guidelines on Banning of Business Dealings, you 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 and can be viewed on our website [www.bpscl.com](http://www.bpscl.com).
25. **RISK AND COST:** Failure on your 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 your risk and cost by alternate arrangements.
26. **SAFETY CLAUSE:** You shall be liable for penalties mentioned below for violation of safety norms:
- i. Up to Rs.5000/-by Head of safety Engineering Department /Head of the Department where work is being done for 1st violation of safety norm, non-use of PPEs (Personal Protective Equipment) 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 up to 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 up to 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 order in case any Fatal accident occurs due to violations as mentioned in Clause (i) and (iv) above.
27. **FORCE MAJEURE:** You shall not be considered in default if delay occurs due to causes beyond your 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 cause the delivery / completion period will be extended for a length of time equal to the period of force majeure without imposition of LD at the option of BPSCL.
28. **Work accident**
- a. You will be fully responsible for the safety of the workers employed by you. In the event of any work-accident, major or minor, your representative must take care of the injured person immediately and provide him the required treatment as suggested by the doctor. If you or your representative is 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 own workmen 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.
29. **You shall also maintain all records/register/return/cards such as:**
- i) Register of workmen employed by contractor
  - ii) Employment card
  - iii) Muster Roll
  - iv) Register of wages-cum-muster roll
  - v) Submission of Return
  - vi) Order book

**1. Scope of Work:**

- i) Evacuation of ash from different filled up Ash Ponds of BPSCL, Bokaro up to all possible lifts and including dewatering as required, loading by pay loader/excavator, washing the outside of dumpers/trucks/hyvas as per specification/direction of the Engineer-in-Charge, nuisance free transportation of the ash in leak proof dumpers/trucks/hyvas as per specification on approved route and unloading at the disposal site approved by the Engineer-in-Charge at a distance mentioned below. The rate should include cost for sprinkling water at the excavation site, haulage route and disposal site, dozing of ash by dozer/pay loader at the disposal site, including levelling the ground as per direction of the Engineer-in-Charge and specification in conformity with pollution control norms and statutes and repairing of roads enroute.
  - a) Disposal of Ash at a distance of 10 km.
  - b) Disposal of Ash at a distance of 30 km.
  - c) Disposal of Ash at a distance of 70 km.
- ii) Extra/Less over Item No. 1 for each km increase/decrease in distance.
- iii) Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge. All kinds of soil.
- iv) The contractor will be liable, *if required*, to carry out the following jobs required for completion of the work as per specification / drawings and as per direction of Engineer-In-Charge in terms of the provision contained elsewhere in this document).
  - a) Carriage of Earth up to **1KM** by Mechanical Transport including loading, unloading stacking and levelling.
  - b) Carriage of Earth beyond **1KM up to 2KM** by Mechanical Transport including loading, unloading stacking and levelling.
  - c) Carriage of Earth beyond **2KM up to 3KM** by Mechanical Transport including loading, unloading stacking and levelling.
  - d) Carriage of Earth beyond **3KM up to 4KM** by Mechanical Transport including loading, unloading stacking and levelling.
  - e) Carriage of Earth beyond **4KM up to 5KM** by Mechanical Transport including loading, unloading stacking and levelling.
  - f) Carriage of Earth beyond **5KM up to 6KM** by Mechanical Transport including loading, unloading stacking and levelling.
  - g) Carriage of Earth beyond **6KM up to 7KM** by Mechanical Transport including loading, unloading stacking and levelling.
  - h) Carriage of Earth beyond **7KM up to 8KM** by Mechanical Transport including loading, unloading stacking and levelling.
  - i) Carriage of Earth beyond **8KM up to 9KM** by Mechanical Transport including loading, unloading stacking and levelling.
  - j) Carriage of Earth beyond **9KM up to 10KM** by Mechanical Transport including loading, unloading stacking and levelling.

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

- i) **Excavation:** The Contractor shall excavate the ash from the ash ponds and earth from outside area by mechanical means such as excavators. The contractor 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 empty and loaded dumpers should follow the route as directed by the Engineer - in - Charge.

- ii) **Transportation:** Nuisance free and pollution free transportation of ash in leak proof mechanised steel covered containers “or” cover the ash in dumpers/trucks/hyvas with tarpaulins/strong polythene sheets or by other approved means up to the dumping area. During transportation, contractor shall ensure no leakage/no spillage of ash. Other conditions mentioned elsewhere in this tender document should be followed by the contractor regarding the transportation.
- iii) **Disposal of ash:** Transported ash in the dumpers/trucks/hyvas should be disposed at the approved site/quarries/mines. All necessary precautions should be taken to avoid pollution due to disposal of ash.
3. Evacuated ash from the BPSCL ash ponds shall be disposed off at abandoned mines/stone quarry/low land area at a distance of about 10 K.M., 30 K.M, 70KM from BPSCL Ash Pond or at any other abandoned mines as directed by Engineer-in-Charge. The tenderer should abide by the directive issued from time to time by state and central pollution control boards or any other statutory body in regard to control of pollution while transporting and disposing of evacuated ash.
4. At the disposal site, disposal of ash shall be done as per the direction of Engineer-in-Charge and leveled by dozers at reasonable time intervals.
5. The earth/site to be used for filling work shall be ordinary or hard soil, and shall be free from rank vegetation, trees roots and rubbish. The Contractor shall bring earth for the work from the earth field/places located as near as possible, but in any case not beyond the distance of 10 km from the disposal site. In case earth is not available within the distance of 10 km, the Contractor shall report the fact in writing to the Engineer-in-Charge. Only on written permission of the Engineer-in-Charge, the earth shall be brought from the earth field/places located beyond the distance of 10 km from the site of work at the abandoned mines/disposal areas. The Contractor, before starting the excavation work for collection of earth, shall intimate to the Engineer-in-Charge about the earth/place from where he intends to collect earth. On receipt of such intimation, the Engineer-in-Charge and the Contractor (or their authorized representatives) shall inspect the location jointly to record the distance of earth field/place of collection of earth from the disposal site. It shall be the responsibility of the Contractor to arrange for permission from the owner(s) of the land for lifting the earth from their land. The Contractor shall bear all kinds of expenses relating to royalty, taxes and any other direct or indirect expenses for excavation and transportation of earth at the site of work / at disposal areas. The Contractor shall include all such expenses in the rate quoted by him for the work. No extra claim, whatsoever, shall be entertained by BPSCL. The earth for filling shall be uniformly spread in regular horizontal layers, each layer not exceeding 500 mm in depth as per guideline of MoEF & CC. All lumps and clods shall be broken. Each layer shall be properly leveled, watered and compacted with dozers. The Contractor shall make good all subsidence and shrinking in earth filling during execution and till completion of the work.

**Note:**

- i.) **Item No.- 2** of “SCHEDULE OF RATES” have been kept to meet the eventuality of shifting of dumping area from the designated place to any other area/change in ash transportation route or any other reason whatsoever which cannot be foreseen at present.
- ii.) If quantities mentioned against any head i.e. **1(a), 1(b) & 1(c)** in the “SCHEDULE OF RATES exhausts and there is a requirement to dispose the ash under exhausted head, the deviation for the same can be adjusted from balance quantity of other heads.
- iii.) Payment will be done on actual work done basis during execution of work.

SPECIAL TERMS & CONDITIONS:

1. **Distribution of Order:** Order will be distributed among two bidders in the ratio of 70:30 at the negotiated L-1 rate.  
Only the bidders, who agree to match their prices with negotiated L-1 rate, will be considered for the distribution of order on the basis of their original rankings as per the Comparative Statement.
2. The quantum of work to be offered to the contractors under the rate contract cannot be guaranteed.
3. The agency shall carry out the disposal of pond ash of BPSCL in abandoned mines/stone quarry/low land area at a lead from about 10 KM, 30 KM and 70 KM from BPSCL ash ponds. However, if any alternative site is explored / approved by BPSCL due to any circumstances, the disposal of ash shall be done by the contractor at new site as per direction of the Engineer-in-charge of BPSCL, The adjustment of price due to difference in lead of transportation, if any, shall be taken care of as per Sl. no. 2 of BOQ after loading bidder's quoted rate.
4. The mine/mines/land owner shall provide the statutory personnel for supervision etc., during dumping of ash in those mine/mines/areas. The cost incurred on such deployment of statutory personnel and other incidental costs shall be on account of the executing agency.
5. The Contractor shall execute the work efficiently and complete it in all respects in accordance with the contract terms and conditions and shall comply with and adhere strictly to the Engineer's instructions and directions on any matter in accordance with the terms of the Contract.
6. Contractor shall undertake excavation/evacuation, loading, unloading, transportation, filling in nuisance free environment and eco-friendly manner.
7. Contractor will have to engage sufficient number of the following equipment for proper execution of work
  - a. Tippers / dumpers / Hywas
  - b. Excavators
  - c. Water Tankers (2 Nos.)
  - d. Dozers.
8. Contractor has to arrange for replacement of any machinery in the event of breakdown.
9. Application of GPS/GPRS are to be strictly followed as per tender specification & directives of the Engineer in charge.
10. The bidder will have to give an undertaking regarding acceptance of GPS/ GPRS system(Vehicle tracking Equipment- VTE) in respect of the following conditions:-
  - a. Vendor will install vehicle tracking and monitoring system in deployed tippers/dumpers/Hywas/Water Tankers.
  - 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 will not be allowed to operate for the purpose of the said contract.
  - e. Cost towards any incidental damage/ replacement of VTE, is to be borne by the contractor.
  - f. Any other issues relating to VTE, emerging during implementation or during its operation, is required to be accepted unconditionally.
  - g. **Cost for GPS Installation:** All the costs related to GPS installation, any rental, its repairs and maintenance, replacement of the damaged devices, software applications and its customization, generation of reports and alerts etc. shall be borne entirely by the Contractor.

11. **Sub-Order:**

- a. The sub-orders will be issued to the contractor indicating dumping place and items of work to be executed with respective quantities, time of completion of each Sub-order and amount.
  - b. The total value of work to be executed by an Agency shall not exceed the limiting value of Rate Contract Work Order.
  - c. After execution of each Sub-order, a completion certificate shall be issued by the concerned Engineer in-charge.
12. If situation demands, contractor shall have to execute the work round the clock as per instruction of engineer-in-charge.
  13. Contractor shall have to submit **Daily Progress Report (DPR)** and position of daily deployment of equipment.
  14. Contractor shall have to ensure no leakage / no spillage of ash during transportation for dumping. Contractor shall also employ watering arrangement at excavation site as well as dumping site to prevent air pollution and resultant nuisance. In addition, contractor will have to make arrangement for sprinkling water and keep the haulage route clear. 2 Nos. water tankers may be needed for this work. No separate payment shall be made on this account.
  15. 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.
  16. 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.
  17. The transportation, storage, dumping and compaction of fly ash shall be done exclusively by the contractor at his own cost. BPSCL will have no financial, civil or criminal liability in this regard or in respect of any other incidental factors, whatsoever.
  18. The body of the vehicle engaged for transportation shall be perfectly leak proof. After loading and unloading ash, the outside body and the tyres shall be cleaned to make them ash-free at the contractor's own cost before commencement of transportation from the ash ponds and the disposal area.
  19. Water required for this work will not be supplied by BPSCL. The contractor will have to arrange water for sprinkling and other purposes at his own cost.
  20. Necessary drainage including pumping out of water, if required, to facilitate excavation at ash pond shall be done by the contractor and cost of this operation is included in work order rate.
  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 BPSCL indemnified against any claim on this score.
  22. Contractor will be responsible for any environmental imbalance and he will have to attend to the same at his own cost. Any environment impact in dumping the fly ash shall entirely be to the contractor's risk.
  23. Dumping of ash will be done as per the guidelines of JSPCB.
  24. Contractor shall be responsible in the event of any violation of the provision of Mines Act 1952 as regards dumping of ash.
  25. BPSCL reserves the right to withdraw their requirement at any time with immediate notice. Contractor will not have any claim for sudden stoppage of work.
  26. Measurement will be taken jointly by BPSCL and the contractor.
  27. 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. 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. 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 and the contractor will have to dispose the same at the designated place.

29. **PRICE BASIS:**

The Contract Price shall be FIRM & FIXED during the entire execution of the Contract and shall not be subject to any variation except on account of Statutory Variation on direct transaction between the Employer (BPSCL) & the Contractor. However, variation in the price of diesel during the currency of the contract shall be compensated / accounted for as per the following diesel price variation clause.

The contract rate to be quoted by the tenderer is subject to escalation due to statutory revision of price of diesel within the contract period as per the escalation formula given below:

If diesel price is increased or decreased by a competent authority after the Bid Opening Date / RA / Negotiation whichever is later, but during the period of contract including period of extension, if any, the formula given below shall be applicable and binding.

$$I = \frac{(D \times 2) \times (P1 - P0)}{d \quad c}$$

I = Increase or decrease in transport rate per Cum.

D = Actual distance from the ash ponds to the disposal area of designated abandoned Mines/ stone quarry/low land area/ any other designated disposal site etc.

d = Average run per litre of diesel by the vehicle which will be taken as 2.50 km.

P1 = Price of diesel per litre on different date.

P0 = Price of diesel per litre on Bid Opening Date / Reverse Auction date/ Negotiation date, whichever is later.

c = Average carrying capacity of a dumper / truck / hywa

= Total Quantity (in Cum.) of ash evacuated during the billing period divided by number of corresponding trips of the dumpers/trucks/hywas during the same period.

**Note:** Working of no other machinery run on diesel like pay loaders, dozer/generator, pumps etc. engaged for the work will be considered in the escalation and no claims/disputes whatsoever shall be entertained /accepted.

30. **Taxes, Duties, permits, fees etc.:** The contract rate and prices shall be inclusive of all duties, levies, royalty, cess, fees etc., excluding GST as applicable (presently, GST is not applicable). However, if GST becomes applicable in future, then the same shall be paid extra. The contractor is liable to obtain and pay for all permits, licence, Royalties or other privileges necessary to start & complete the work, the certificates of which shall be delivered to the Engineer-in-Charge and will become property of BPSCL.

31. **Security Deposit cum performance guarantee:**

The contractor is required to furnish a Bank Guarantee from a Nationalized Bank/Scheduled Commercial Bank in the BPSCL approved Format, for an amount equivalent to 3% of the total value of contract as Security Deposit cum Performance Guarantee within 30 days of issue of the Work order. The Bank Guarantee shall be valid for the entire duration of the contract along with a claim period of at least three months thereafter.

However, in case of delay in completion, the validity & claim of this Bank Guarantee shall be extended by the period of such delay.

No payment, whatsoever will be made till the acceptance of SDBG as per the terms of the Contract.

32. **Penalty Clause:**

- a) If dumping of ash is not done as per direction of Engineer-in-charge or dumping is done in periphery of ash pond or on ash pipelines, then no payment will be given for that dumped quantity and additionally a penalty of Rs. 3,000.00 for each instance will be imposed.
- b) Contractor shall have to ensure no leakage/no spillage of ash during transportation for dumping, failing which a penalty of Rs. 500.00 for each instance will be imposed.

- c) If the contractor fails to start the work within 10 (ten) days of issue of sub order, a penalty of Rs. 20,000.00 per day will be imposed.
  - d) If the contractor fails to deploy water tanker(s), recovery will be made from the agency @3,800 per day per tanker against non-deployment at evacuation site.
  - e) If any vehicle is detected by GPS services standing at unsafe zone, GPS not working or vehicle not followed the prescribed route, then BPSCL reserves the right to retain the transportation charges for the trip. Retained amount will be released only upon submission of satisfactory reason & indication of appropriate action taken by the Contractor.
  - f) If any vehicle is detected by GPS not following prescribed route plan then the Contractor shall be paid as per applicable lower distances slab rates or the distance shown by GPS, whichever is lower
33. **Liquidated Damages:** In case of delay in completion beyond the contractual period, for the reasons attributable to contractor, a sum equivalent to 0.5% of the value of the delayed material / work for each week of delay and part thereof subject to maximum of 5% of the total value of the contract will be recovered from you as Liquidated Damage (LD).
34. Liaisoning to address local issues will be contractor's responsibility. No separate payment shall be made on this account.
35. Safety of people along the road from ash pond to the dumping site has to be ensured by the contractor. Any situation arising out of accident will be resolved by the contractor only and BPSCL will have no role.
36. **Payment Terms :**

**97%** of contract value will be paid on pro-rata basis duly certified by Engineer In-Charge and balance **03%** 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 obligations 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 Bill / Security Deposit. If the amount of Bill / Security Deposit is not sufficient, the bidder will be required to pay the balance amount to BPSCL. If you do not pay the balance amount, the same shall be deducted from any sum or sums which may be due or may become due to you from BPSCL on any account whatsoever.



## PRICE BID / RA FORMAT

**Special Instruction –**

1. In the event of L1 Bidder backing out prior to placement of order, the bidder shall be suspended for a period of 01 (one) year from the date of issue of suspension order.
2. **Price Basis: L1 bidder will be decided on mathematically lowest percentage.**

Sl. No.	Description of Job	Duration	Total Estimated Cost (excluding GST)	To be quoted by Bidder
1.	Rate contract for Loading, unloading and transportation of Ash from BPSCL Ash Ponds.  (As per Scope of work)	As mentioned below	<b>Rs. 2,72,43,650.00</b> (Rupees Two Crore Seventy Two Lakh Forty Three Thousand Six Hundred Fifty Only) Excluding GST.	Online Price Bid (% above / % below with respect to Total Estimated Cost excluding GST) through URL : <a href="http://www.buyjunction.in">http://www.buyjunction.in</a>

**Note:**

1. Goods & Service Tax: EXTRA as applicable
2. The overall quoted “PERCENTAGE” shall be **uniformly applicable** for rate of each item of “Schedule of Rates” given below.
3. Please provide following details :

1.	<b>GSTIN</b>	
2.	Service Accounting Code No.	
3.	Applicable GST Rate	
	CGST (in %)	
	SGST (in %)	
	IGST (in %)	

**SCHEDULE OF RATES**

Sl. No.	Description	Qty.	Rate per M <sup>3</sup> (Rs.)	Amount (Rs.)
1.	Evacuation of Ash from different filled up ash ponds of BPSCL up to all possible lifts 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 dumper's / trucks as per the specification on approved route and unloading at the disposal site at a distance mentioned below 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 enroute.			
	a) Disposal of Ash at a distance of 10KM	50,000 M <sup>3</sup>	173.63	86,81,500.00
	b) Disposal of Ash at a distance of 30KM	25,000 M <sup>3</sup>	255.24	63,81,000.00
	c) Disposal of Ash at a distance of 70KM	25,000 M <sup>3</sup>	399.58	99,89,500.00
2.	Incremental/decremental cost per Cum per KM distance of transportation benchmarked specified on Item No. (1)			
	a) For distance <b>below 10KM:</b> Decremental cost per Cum per KM distance of transportation benchmarked specified on Item No. (1a)	-	3.61	-
	b) For distance <b>in between 10KM and 30KM:</b> Incremental cost per Cum per KM distance of transportation benchmarked specified on Item No. (1a).	-	3.61	-
	c) For distance <b>in between 30KM and 70KM:</b> Incremental cost per Cum per KM distance of transportation benchmarked specified on Item No. (1b)	-	3.61	-
	d) For distance <b>above 70KM:</b> Incremental cost per Cum per KM distance of transportation benchmarked specified on Item No. (1c)	-	3.61	-
3.	Earthwork in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30cm in depth 1.5m in width as well as 10 sqm on plan) including disposal of excavated earth, lead upto 50m and lift upto 1.5m, disposed earth to be levelled and neatly dressed. All kinds of soil	5000 M <sup>3</sup>	159.83	7,99,150.00
4.	a) Carriage of Earth up to <b>1KM</b> by Mechanical Transport including loading, unloading stacking and levelling.	Extra as per actual	131.47	-
	b) Carriage of Earth beyond <b>1KM up to 2KM</b> by Mechanical Transport including loading, unloading stacking and levelling.	Extra as per actual	149.49	-
	c) Carriage of Earth beyond <b>2KM up to 3KM</b> by Mechanical Transport including loading, unloading stacking and levelling.	Extra as per actual	167.45	-
	d) Carriage of Earth beyond <b>3KM up to 4KM</b> by Mechanical Transport including loading, unloading stacking and levelling.	Extra as per actual	185.33	-
	e) Carriage of Earth beyond <b>4KM up to 5KM</b> by Mechanical Transport including loading, unloading stacking and levelling.	Extra as per actual	202.31	-
	f) Carriage of Earth beyond <b>5KM up to 6KM</b> by Mechanical Transport including loading, unloading stacking and levelling.	Extra as per actual	217.45	-
	g) Carriage of Earth beyond <b>6KM up to 7KM</b> by Mechanical Transport including loading, unloading stacking and levelling.	Extra as per actual	232.80	-
	h) Carriage of Earth beyond <b>7KM up to 8KM</b> by Mechanical Transport including loading, unloading stacking and levelling.	Extra as per actual	248.02	-
	i) Carriage of Earth beyond <b>8KM up to 9KM</b> by Mechanical Transport including loading, unloading stacking and levelling.	Extra as per actual	263.26	-
	j) Carriage of Earth beyond <b>9KM up to 10KM</b> by Mechanical Transport including loading, unloading stacking and levelling.	5000 M <sup>3</sup>	278.50	13,92,500.00
<b>Estimated Cost</b>				<b>2,72,43,650.00</b>

Signature with seal of tenderer

**Self Declaration**

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

resident of .....PS.....District.....State.....do hereby declare 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. 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.

(Name & Signature of Authorized person):.....

Designation:.....

**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**

<b>Sl. No.</b>	<b>Document</b>	<b>Page No.</b>	<b>Remarks by BPSCL</b>
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.).			
<b>Total numbers of pages in Techno-commercial Bid</b>			

**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 \_\_\_\_\_ &amp; registered office at \_\_\_\_\_ (Address)

agree to all the Commercial, General &amp; other Terms &amp; 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 &amp; Designation :

E-mail ID :

Contact phone nos. :

Address :

(Signature &amp; 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  
 1<sup>st</sup> Floor, Tata Centre  
 43, Jawaharlal Nehru Road  
 Kolkata – 700 071

**Fax: 033 – 2288 3279**

**Ref: Reverse Auction for .....for 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 ..... for .....for Bokaro Power Supply Co. (P) Ltd., Bokaro Steel City.

<b>Market No.</b>	<b>Last Quoted Percentage</b>
	<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 :

## Format for Bid Securing Declaration (In lieu of EMD)

Date: \_\_\_\_\_

Tender Enquiry no.: \_\_\_\_\_

To  
The GM In-charge (Material Management)  
Bokaro Power Supply Company (P) Ltd.  
Hall No. – M 01  
Old Administrative Building  
ISPAT Bhawan, Bokaro Steel City

I/We\*, the undersigned, declare that:

I/We\* understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration in lieu of Earnest Money Deposit.

I/We\* understand that if I/We\* withdraw or modify my / our\* Bids during the period of validity, or if I am /We are\* awarded the Contract and I/We\* fail to honour my /our\* offer by way of either withdrawing my / our\* bid within the bid validity period without assigning any valid reason for the same or refusing to submit Performance Security / Performance Guarantee as per relevant Clause of the tender enquiry or refusing to accept the price quoted by me / us\* in Online Price Bid or Reverse Auction within the period of validity of the same or refusing to sign the Contract Agreement, I/We\* will be suspended for a period of one year from being eligible to submit Bids for all future Contracts.

I/We\* understand that this Bid Securing Declaration shall cease to be valid if I am / We are\* not the successful Bidder and I am / We are\* not awarded the Order against the tender enquiry.

Signed \_\_\_\_\_ in the capacity of \_\_\_\_\_

Name: \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of: \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Corporate Seal (where applicable)

*[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the Bid.]*

\* *Please delete as appropriate*

**ENVIRONMENT, HEALTH AND SAFETY****EHS (Environment, Health and Safety) Clause for contracts where overall site is under BPSCL control****Your Responsibilities**

You 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 you should be of internationally recognized standards. All tools and tackles bought by you for use during the contract period should have proper and valid certification by competent authority.
8. All lifting equipment, tools and accessories provided by BPSCL should be maintained and returned by you 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. You must ensure that all machinery and equipment 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 equipment/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. You must ensure optimum use of water with minimum wastage.
15. You shall ensure that the work area is kept clean, tidy, & free from debris. You are 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 your 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. You and your 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. You 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 your personnel. An investigation report assessing the root cause, corrective action, and preventative action shall be submitted by to BPSCL within 24-hours of the incident's occurrence.