

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-156/NIT-1085/3599

Dated 28/12/2021



TENDER DOCUMENT

NAME OF WORK: Assistance in Operation & Maintenance (Mechanical) of CHP & FOS.

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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-156/NIT-1085/3599

Date: 28/12/2021

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	Assistance in Operation & Maintenance (Mechanical) of CHP & FOS.
Estimated Cost	Rs. 3,87,58,680.00 (Rupees Three Crore Eighty Seven Lakh Fifty Eight Thousand Six Hundred Eighty Only) Excluding GST.
Earnest Money	Nil In lieu of EMD, the bidder shall submit either Bid Security Declaration as per clause 1.a of General Terms & conditions. OR Document for Exemption as per clause 1.b of General Terms & conditions.
Period of Contract	One (01) Year from the date of commencement of work.
Last Date & Time of submission of Tender	01/02/2022 at 12:00 Hrs. (IST)
Bid opening Date & Time	01/02/2022 at 12:15 Hrs.

Qualifying Requirements / Eligibility Criteria :

Financial Capability:

1. Bidder should have Minimum average annual turnover (MAT) of **Rs. 116.27 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. 155.03 Lakhs**
OR
 - b. Two similar completed works each costing not less than to **Rs. 193.79 Lakhs**
OR
 - c. One similar completed work costing not less than to **Rs. 310.06 Lakhs**

Similar Work means: *Erection & Commissioning of Coal Handling Plant for plant size 100 MW or above for coal handling system of capacity 300 TPH or more in power plants and the above coal handling plant should have been in operation for a period of at least one (01) year from the date of successful commissioning of entire system.*

OR

The bidder should have executed any of the following work for plant size 100 MW or above for Coal handling system having capacity 300 TPH or more in any power plant,

- i) *Operation & Maintenance of Coal Handling Plant*
OR
- ii) *Mechanical Maintenance of Coal Handling Plant*
OR
- iii) *Overhauling of Coal Handling Plant*

- 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. Bidders as a consortium will be considered.
Consortium Requirement:
 - i. Bidder may quote as a consortium of not more than two (02) members. The consortium members should individually or collectively fulfill the requirements of clause 1 & 2 above and shall furnish along with the bid, an agreement in prescribed format jointly executed by them for successful completion of job contract for Assistance in Operation and Maintenance (Mechanical) of CHP & FOS.
 - ii. All other terms and conditions for participation in the tender as a consortium shall be as per **Annexure - XII**.
 - iii. Each member of the consortium shall furnish Audited Statements of Accounts, Auditors Report and the Directors' Report for the last three consecutive financial years along with the bid. *(Where audited annual account is not mandatory as per the law, annual financial turnover during the last three (03) consecutive years, ending 31st march of the previous financial year duly certified by CA shall be submitted)*
 - iv. The AAT of any of the member of the Consortium should not be less than **0.03 X EV** during the preceding three consecutive financial years as on the date of Bid submission. The bidder(s) must submit the Audited Financial Statements in support of this. *(Where audited annual account is not mandatory as per the law, annual financial turnover during the last three (03) consecutive years, ending 31st march of the previous financial year duly certified by CA shall be submitted)*
 5. 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).
 6. 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. **Purchase preference :** BPSCL reserves the right to exercise Purchase Preference in respect of MSEs based on the extant guidelines issued by Government of India vide Public Procurement Policy for Micro & Small Enterprises (MSEs) order 2012 & subsequent amendments.
5. **SUBMISSION OF PERFORMANCE GUARANTEE BOND FOR QUOTING UNWORKABLE RATE:**
If you quote unworkable rates, i.e. if the quoted price is less than **90%** of the estimated price and is considered for placement of order, you will be asked to justify the quoted rate. 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 equal to the amount which will be the difference between **90%** 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 your defaulter Firm, if order / contract is not finalised from the present tender.

Note:

- a. Bank Guarantee shall be issued by a Scheduled Bank / Nationalized Bank from its Local Branch at Bokaro Steel City as per the format given on **www.bpscl.com**
 - b. In case, Bank Guarantee issued from outstation Branch, its confirmation must be given by its local operating branch.
 - c. There must be a clause in the BG that “Claims, if any, will be lodged by BPSCL to the local representing Branch of the Bank at Bokaro Steel City”. The Local representing Branch is to be confirmed accordingly and name of the confirming branch at Bokaro Steel City must be mentioned in BG itself.
 - d. In case Bank Guarantee is forfeited, you will have to reimburse the applicable GST to BPSCL.
6. **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*) 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.

7. **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

(A.K. Das)
CGM (MM)
Tel: 8986874119
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 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:

CGM (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

Ms. Debalina Maity - 8336991451 - maity.debalina@mjunction.in

Ms. Bingyasini Pradhan – 9163348173 – pradhan.bingyasini@mjunction.in

Ms. Priyanka Muzumdar – mazumdar.priyanka@mjunction.in

Mr. Mukesh Kumar Singh- 8873002741 – 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 / Opening 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 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 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.
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

Scope of Work:**Part – 1: (Assistance in Operation of CHP & FOS):**

- a) Assistance in operation by running the equipments (wagon tippler, pusher car, crushers, conveyors, MOPs etc.) as per the requirement and technical specifications. Feeding of coal and Furnace oil will be carried out on round the clock basis in all three shifts daily including Sundays and holidays.
- b) Recording of all operational problems and defects for both CHP & FOS and informing promptly to BPSCL.
- c) Running conveyors including transfer points are to be monitored for observation of belt sway, chute overflow, jamming of idlers for prevention of belts damage due to rubbing and localized heating.
- d) Crushing of coal by available three (03) nos. of coal crushers as per the requirement.
- e) Uninterrupted filling of 28 nos. (i.e. 22 (TPP + CPP) & 6 (Unit#9)) of coal bunkers each of approx. capacity 270 m³ for coal supply in coal mills of power plant.
- f) Assistance in placement of load wagons both in Pusher car track (track#253) as well as manual unloading track (track#252).
- g) Assistance in release of empty wagons both from tippler track (track#253) as well as manual track (track#252).
- h) Follow up with BSL for placement of load wagons and unloading of the same by operation of a single wagon tippler and pusher car. Knuckle disengagement and engagement during placement and release respectively will be in contractor's scope.
- i) Follow up with BSL for placement of load Furnace oil BTPN tankers and unloading of the same by operation of different transfer pumps to storage tanks.
- j) Operation of all equipments viz. rotary wagon tippler, pusher car, conveyor # 1A,1B,2A,2B, 3A,3B, 4A,4B, 5, 6, 7, 8, 9, 10, 11, 12, 13, CC-1, CC-2, C1,C2,C3,C4,C5,C6,C7,C8,C9,C10,RC1,RC2, mobile tippers, belt feeder under wagon tippler & silos, EOT Cranes, manually/electrically operated dampers in all chutes and any other CHP & FOS equipments as and when required.
- k) Contractor will transfer coal from conveyor# 2A & 2B to Conveyor # C1 & C2 for 06 bunkers of Boiler #9 by operating plough tippers as and when required in the desired quantity.
- l) Assistance in operation of all equipments installed in two (02) nos. dry fog/mist dust suppression systems (DFDSS) of CHP as per requirement.
- m) Chute inspection, proper damper positioning in each shift must be attended by contractor's supervisors.
- n) Operation of wagon tippler, car pusher, on line coal crushers (02 Nos.), hammer crusher (01 no.), screen vibrators, furnace oil pumps, operation of EOT crane of wagon tippler in each shift, dewatering in conveyor galleries & FOS as per the requirement by deploying all type of sufficient manpower.
- o) Dozer's (To be provided by other agency for BPSCL) movement for coal feeding & yard management will be looked after by contractor as per direction of Engineer-in-charge/ Shift-in-charge.
- p) Operation of Track Hopper system for coal feeding to RC bunkers as per the requirement.
- q) Contractor will prepare coal sample for testing by collection of coal at particular interval from coal belt in each shift and handing over a composite coal sample for each source and hand over them to Lab (BPSCL) for analysis.
- r) Contractor shall have to work in tandem with electrical section of CHP & FOS for various operations and also with Traffic Deptt. of BSL & CC Deptt. of BPSCL for timely placement of coal wagons at Wagon Tippler & earliest withdrawal of empty wagons for made over of rakes.

Part – 2 : (Assistance in Maintenance (Mechanical) of CHP & FOS):

- a) Carrying out preventive, schedule & breakdown maintenance of various Mechanical equipments by applying work to permit. The contractor has to adhere to the preventive maintenance schedule for mechanical equipments.
- b) Maintenance of any breakdown, major or minor of all equipments of CHP which will include Conveyors, Gearboxes, Conveyor structures, Tippers, Mobile tippers, Chutes, Rollers, roller stands, Pulleys, Drums, Counter Weight, Trolleys, Guard Rubbers, Scrappers, Dampers, Couplings, Fluid couplings, Deck plates, Crushers, Crusher rotors, Wagon tippler & Pusher Car. Total system of wagon tippler, pusher car, on-line coal crushers (02 Nos.), hammer crusher, vibro-feeders, shuttle feeders, screen panels, grills, firefighting pipe lines (both above and under the ground), drinking water pipe lines including valves, hoppers, metallic stairs, magnet, EOT crane of wagon tippler, telfers, dust extraction & ventilation system, dewatering pumps (centrifugal pumps /submersible pumps). Contractor may be asked to put C- Clamps in conveyor belt in emergency in order to make it operational.
- c) Maintenance of all pumps (MOP, Transfer pump, pit pumps, etc.), Heaters, oil & steam pipelines, valves and filters etc. and all storage tanks of FOS. Connection & disconnection of unloading hoses to Furnace oil tankers as per requirement.

- d) Cleaning of all types of filter and greasing of all valves of FOS as per the schedule.
- e) Fixing of PU/polymer sheets on tippler counter weight as per requirement. Polymer sheets will be provided by BPSCL.
- f) Replacement of the hammers of on-line-crushers and hammer crusher by the new ones will be done by the contractor as per the requirement.
- g) Gear Box-dismantling & assembly of gear box as per requirement. Your fitter should have enough skill & knowledge to use dial gauge, vernier, micrometer, vibrometer, shock pulse meters, thermometers etc.
- h) Replacement of damaged bearings/gearboxes/roller brackets/all kind of rollers/all kind of roller stands/all kind of drums/all kind of pumps/rotor assembly of on-line crushers & hammer crusher is in contractor scope.
- i) Maintenance of all the equipments (viz. pumps, compressors, pipeline network, strainers, valves, pressure regulating units, spray nozzles, hose pipes etc.) installed in dry fog/mist dust suppression systems of online crushers and Unit#9 conveyor systems are in contractor's scope.
- j) Follow up with the Area repair shop (BPSCL) and Machine Shop (BSL) for getting different jobs done as per the requirement.
- k) Removal of scrap if generated during the work from workplace to the scrap yard.
- l) Shifting of spares from BPSCL main store to designated place as per requirement.
- m) Refurbishing of all kind of spares used in CHP & FOS is in contractor's scope and shifting the same to the desired location as per the requirement.
- n) Assistance in conveyor belt changing or repairing as per the requirement.
- o) Conducting trial run of the equipments normalized after maintenance and rectification of any problem encountered is in contractor scope.
- p) Maintaining history book for each and every equipment of CHP & FOS is in the contractor's scope.
- q) Contractor have to provide good quality condition monitoring equipments viz. dial gauge, vernier, micrometer, vibrometer, shock pulse meters, thermometers etc. contractor shall maintain valid calibration certificate of all these equipments to ensure the quality maintenance.
- r) Troughing roller, Bottom roller, Tipper roller, fasteners, Bushes, Grease, Gear Oil, oil seals, Bearings, and Gasket, special electrodes (e.g. CI & SS) shall be provided to the contractor as per the requirement for timely maintenance of the system. Contractor shall maintain a stock and inventory register for all the items provided by the BPSCL.
- s) Industrial gases (DA, Oxygen, etc.), general purpose electrodes (of different sizes 4 mm, 3.15 mm etc.) for daily maintenance jobs, cotton waste, M-seal, emery paper, kerosene oil/diesel for cleaning purpose and all other required consumables are to be supplied by contractor.
- t) Contractor shall maintain the record of all consumables i.e. welding electrodes, industrial gases, etc. supplied by contractor.
- u) Contractor should have sufficient tools & tackles all the time while running the contract viz. spanners, hammers, grinding machine with good quality wheels, different type of hack saws, slings, ropes, cables, sufficient cutting & welding sets, Good quality grease guns, greasing pumps etc. so that, maintenance job may be attended at multiple sites simultaneously.
- v) Electrical motor fitting and alignment jobs of CHP & FOS area will be under contractor's scope.
- w) Contractor will keep all records of consumption of different items on daily basis.
- x) Contractor will draw the drawings of various objects and get it verified by Engineer in charge in order to place the demand for manufacturing the various items in Area Repair Shop of BPSCL.

Part – 3 : (Steel Structure Dismantling, Fabrication & Erection Work of CHP & FOS):

- a) Carrying out structure dismantling, fabrication & erection of damaged and worn out steel structures of CHP & FOS as per instruction of Engineer in charge.
- b) The scope of work will cover but not limited to replacement of damaged and worn out transfer chutes/damper platform/conveyor structures inside or outside conveyor gallery/fire hydrant pipeline inside or outside conveyor gallery/FO pipeline inside or outside pumphouse, etc.
- c) Shifting and erection of scaffolding as per requirement. Erection of scaffolding should be done in such a manner that; it should not disturb the running equipment/conveyor in the vicinity. The scaffolding material will be arranged by the contractor and the same will be dismantled and removed from the working area as soon as the job get completed.
- d) All the generated scraps to be shifted to the designated scrap yard.
- e) All the required consumables like MS welding electrode of all sizes, DA/LPG, oxygen or any other consumable required to complete the job is under contractor's scope however, special welding electrodes e.g. CI, SS, etc. will be provided by BPSCL.
- f) All the structural items and spares required for the job will be provided by the BPSCL.

SPECIAL TERMS & CONDITIONS:

1. **Minimum indicative manpower to be deployed** : Eighty nine (89) Skilled Workers, Twenty one (21) Unskilled workers along with Nine (09) Non-diploma supervisors & Six (06) Diploma supervisors on daily basis including Sundays and holidays (i.e for 365 days in a year) with necessary tools & tackles. However, millwright fitter will be provided by contractor as per requirement. Contractor will have to work on round the clock basis in all three shifts. Detail break-up of daily manpower is as follows:
 - A) For Operation:**
 - i) Supervisor (Non-diploma) – 09
 - ii) Skilled Worker (Operator) – 75
 - B) For Maintenance (Mechanical):**
 - i) Supervisor (Diploma) – 06
 - ii) Skilled Worker (Fitter) – 06
 - iii) Skilled Worker (Rigger) – 03
 - iv) Skilled Worker (Welder) – 05
 - v) Unskilled Worker – 21
 - vi) Millwright Fitter – 01 (for 50 man-days per year based on requirement)
2. Reimbursement toward increase in VDA and increase in minimum wages will be as per standard BPSCL policy and will be applicable for only Part – 1 & 2 of scope of work. However, reimbursement toward increase in minimum wage / VDA will not be applicable in case of Millwright Fitter.
3. **VDA Clause:** During operation of the contract, if there is an upward revision of minimum wage, VDA by the appropriate Government, contractor shall be entitled to reimbursement of such additional amount (wherever applicable) on actual basis subject to production of documentary evidence.
The base date for such reimbursement shall be Bid Opening Date or RA Date or Revised Offer Date (in case of negotiated prices), whichever is later.
4. Contractor has to keep a separate group of manpower comprising of supervisor (diploma), welder, fitter, rigger and helper based on the requirement for part - 3 of the scope of work i.e. structure fabrication & erection work.
5. As the job mentioned in part - 3 is not of continuous nature therefore, contractor has to work based on the plant's requirement and shut down availability. However, once any shutdown will be given then contractor has to complete the job as per the pre-decided time schedule by working in all three shifts.
6. Contractor will be intimated in advance to carry out any structure fabrication & erection work under part-3. As there are various small fabrication and erection work is also carried out by mechanical maintenance team on regular basis therefore, any structure fabrication & erection job of quantity greater than 01 MT will only be considered under part-3 of scope of work and all other day-to-day small works will be done by the mechanical maintenance team.
7. Contractor will have to attend the daily planning meeting conducted at CHP. Contractor will submit the Daily Work Report, list of defects and list of spares used during maintenance work.
8. Contractor will have to ensure that his worker/supervisor maintain proper discipline, contractor may take undertaking from them to ensure the same.
9. In case of non-performance/poor performance work order may be cancelled with ONE (01) month prior notice to contractor.
10. BPSCL will supply (free supply) following items (as per requirement),
 - a) Grease, Gear oil, nut-bolts, washer, gaskets, etc.
 - b) All spares
 - c) Water and Electricity
 - d) Hydraulic crane, hoists, telfers as per availability.

11. 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 on 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.

12. Penalty Clauses:

a) Penalty clause applicable for Part-1 & Part-2 of Scope of work:

1. Delay in operation of conveyors and poor mechanical maintenance of conveyors leading to empty RC bunker :
 - a) A penalty of Rs. 2,000/- will be imposed on finding of per empty bunker.
 - b) A penalty of Rs. 5,000/- per hour/bunker will be imposed after 1st hour for the same empty bunker.
2. Belt snapping/damage due to contractor's fault like heavy Coal accumulation through opened inspection door, chute overflow & chute leakage will attract a penalty of Rs. 5,000/case.
3. If any breakdown remains unattended for more than 02 hours, penalty will be imposed @ Rs. 2,000/- per hour.
4. Contractor may have to run multiple systems for coal feeding as well as unloading based on the plant situation. Failure will attract a penalty of Rs. 2,000/- per case.

b) Penalty clause for Less supply of manpower applicable to Part-1 & Part-2 of Scope of work

1. For supplying less manpower than the minimum indicative manpower mentioned above, a penalty of Rs. 200.00 per man day will be imposed in addition to deduction of BPSCL wage rate (as on bid opening date/RA date/Revised offer date (in case of negotiated prices) *whichever is later*) for respective category of manpower.
2. A penalty of Rs. 1500/- per man day will be imposed for shortage of mill wright fitter.

c) Penalty clause applicable to Part-3 of Scope of work:

1. Delayed response in job commencement once shutdown is given will attract a penalty of Rs. 5000/- per case.
2. Start of work without permission will attract a penalty of Rs. 1000/- per case.
3. Any damage to the nearby equipment due to contractor's fault will attract a penalty of Rs. 5000/- per case.
4. Violation of pre-decided time schedule for any job will attract a penalty of Rs. 10,000/- per day.
5. Contractor has to start the job within 15 days of intimation by the Engineer in charge failing which a penalty of Rs. 10,000/- per day will be imposed.

PRICE BID / RA FORMAT

Special Instruction –

- 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.
- 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.	Assistance in Operation & Maintenance (Mechanical) of CHP & FOS. (As per Scope of work)	12 Months	Rs. 3,87,58,680.00 (Rupees Three Crore Eighty Seven Lakh Fifty Eight Thousand Six Hundred Eighty Only) Excluding GST.	Online Price Bid (% above / % below with respect to Total Estimated Cost excluding GST) through URL : http://www.buyjunction.in

Note:

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

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

Schedule of Rates			
Sl. No.	Description of Item	Qty.	Rate / Unit (Rs.)
1	PART – 1 : Assistance in complete operation of CHP & FOS as per scope of work.	12 months	21,74,305.00
2	PART – 2 : Assistance in complete maintenance (mechanical) of CHP & FOS as per scope of work	12 months	9,99,335.00
3	PART – 3 : Steel structure dismantling, fabrication & erection work in CHP & FOS as per scope of work.	50 MT	13,500.00

Signature with seal of tenderer

Self Declaration

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

resident ofPS.....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

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 Percentage
	<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.

Bids submitted by a consortium (not more than two (02) parties) shall comply with the following requirements:

- (i) The bid shall include all the information on eligibility/ qualification and experience required for a Bidder as described in Bidding Documents.
- (ii) The bid shall be signed so as to be legally binding on all members.
- (iii) The members of the Consortium shall nominate one member as the “Lead Member”, responsible for overall performance of the Contract. The nomination shall be supported by a Memorandum of Agreement (MOA) and should be signed by all the legally authorized signatories of all members. The leader shall be the member having maximum job or share of work in value terms.
- (iv) The leader shall be authorized to incur liabilities and receive instructions and payment for and on behalf of any & all members of the consortium. However, payments shall be released directly to consortium members provided the Leader of the consortium submits a general authorisation document, authorising the Employer to release payment to its consortium members directly.
- (v) Leader of the consortium shall be overall responsible for the execution of the Contract. The Leader and other Members of the Consortium shall be jointly and severally liable for the execution of the Contract, but will be liable for damages in proportion of the respective Contract Price.
- (vi) A copy of the Memorandum of Agreement (MoA) entered into by the consortium members prior to stipulated due date of submission of bids and valid till Time for Completion plus Defect Liability Period for the Facilities shall be submitted. The MoA shall clearly outline the proposed roles & responsibilities of each member. Each member of consortium must have the experience for the component of the contract that they are designated to perform. Failure to comply with this requirement may result in rejection of the Consortium’s bid.
- (vii) Separate bid by a consortium member will not be accepted. A party can be a member in only one consortium; bids submitted by such consortia which include the same party as member and/or leader will be rejected. Bidders are not allowed to form new consortium (consortia) with other Bidders participating in the tender. The composition or the constitution of the consortium, who have become eligible, may be permitted to alter only with the prior consent of the Employer in writing.
- (viii) For the purpose of formation of consortium, a member shall be an independent and single legal entity as per laws of India or as per laws in the country of such member and should have its own independent financial accounting system as per laws of India or as per laws in the country of such member.