

TWO-BID Open e –TENDER

Hindustan Urvarak & Rasayan Limited, Sindri,(hereinafter referred as HURL or Owner or Client) invites electronic online bids (e Tender) through HURL web site www.hurl.net.in (for ref. only) and CPPP web site <https://eprocure.gov.in/eprocure/app> under Two Bid system (Part I :Techno commercial bid & Part II: Price Bid or BOQ) from bonafide and experienced bidders with sound technical and financial standing and capabilities & fulfilling the qualifying requirement for the tendered job as given in the NIT.

HURL, Sindri request bidders to quote in line with tender documents uploaded (refer attached Index) & submit the offer on our e-portal <https://eprocure.gov.in/eprocure/app>.

Upload of Tender: Tenderers are advised to download Notice Inviting Tender along with other tender documents and submit the declarations and tender documents along with clear scanned copies of requisite documents to substantiate the claim towards their credentials while the tender shall be submitted online in soft copy on our e-tendering portal.

All interested bidders have to submit Techno Commercial Bid (Part I) & Price Bid (BOQ) (Part II) strictly in the tender format available online on e-portal. No other form of bid shall be accepted and the tender shall be summarily rejected. **Bids shall be digitally signed and uploaded by someone legally authorized and competent on behalf of his firm / company i.e Bidder and relevant documents w.r.t. the same to be uploaded along with the bid by the bidders. The Power Of Attorney of such person needs to be furnished along with bid.**

Earnest Money Deposit has to be submitted as per NIT /Tender instructions before the due date and time of tender techno commercial bid opening, failing which the bid shall be liable for rejection.

For & on behalf of
HURL, Sindri

Manager, Contracts

`Sign & Stamp of Bidder

INSTRUCTION TO BIDDERS

1. Online bids are invited on two bid system for “**Deployment of private security at HURL, Sindri project**” vide Tender reference No.: HURL/Sindri/C&M/21-22/957 Dated 28-10-2021. Manual bids shall not be accepted.
2. Tender documents may be downloaded from HURL web site www.hurl.net.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE as in Point no. 4 of NIT.
3. Type of Tender: Open Tender – Two bid
4. **Critical Date Sheet:**

Published Date	28.10.2021 (04:00PM)
Bid Document Download / Sale Start Date	28.10.2021 (04:00PM)
Bid Submission Start Date	28.10.2021 (04:00PM)
Bid Document Download / Sale End Date	18.11.2021 (04:00PM)
Bid Submission End Date	18.11.2021 (04:00PM)
Bid Opening Date	19.11.2021 (04:00PM)

5.0 Qualifying Requirements / Pre-Qualification Criteria (PQC)

Following are the Qualifying Requirements / Pre-Qualification Criteria (PQC) for the subject work:

- 5.1 The Bidder must have satisfactorily executed Similar nature of works* in Government Sector or any large reputed Private Sector Enterprises during last seven (07) years ending last day of month previous to the one in which bids are invited i.e. 30-09-2021 and shall meet either of followings work order criteria (Value excluding GST) mentioned below,
 - (i) One similar nature of completed work with executed value (exclusive of GST) not less than the amount equal to ₹ 95 lakhs
 - or
 - (ii) Two similar nature of completed works each with executed value (exclusive of GST) not less than the amount equal to ₹ 59 lakh for each work order

‘Sign & Stamp of Bidder

OR

- (iii) Three completed works each with executed value (exclusive of GST) not less than the amount equal to ₹ 48 lakhs for each work order

***Similar nature of works means:** The bidder must have successfully completed providing security services to Government Organization, Public Sector Undertaking, Autonomous Bodies, Education Institution or Private Sector of repute.

Note 1- For above, job executed by bidder for its own plant / project cannot be considered as experience for the purpose of technical criteria evaluation. However, jobs executed for Subsidiary / Fellow subsidiary / Holding company will be considered as experience for the purpose of technical criteria evaluation subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the Bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary / Holding company.

Note 2 - In case of bidder is submitting the work order/contracts of minimum value as mentioned in above table citing working experience in multiple/various services, then only the work experience of such services falling under the broadly classified category defined in similar works would be considered for the purpose of meeting evaluation criteria.

Note 3 - In case of running contracts, if the contract value executed till last day of the month previous to the one on which NIT is invited i.e. 30-09-2021 is equal to or more than minimum prescribed value as mentioned above, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate to this effect issued by end user/owner.

As a documentary proof, the bidder shall submit signed and stamped copies of the following documents in technical bid-

- 5.1.1 Copy of Work Orders performed in last 7 years with full technical details including detailed Scope of the Work, **BOQ**, Contract value and Completion Period.
- 5.1.2 Completion/Acceptance Certificate from End User/OWNER regarding satisfactory completion indicating the period of completion. The Completion / Acceptance Certificate shall clearly indicate LOI / Work Order no., Name of Work, Executed work value, Service Tax/GST, Contract period and actual Date of Completion. Completion certificate for works issued by a private organization shall be supported by **Form 26AS / TDS certificates**.
- 5.1.2.1 Wherever executed value is not mentioned in the completion certificate, the copy of certified bills with service tax/GST details as applicable / Separate certificate from respective client (WO issuing company /Engineer In Charge) regarding executed value with service tax/GST details, date of completion etc., shall also be accepted towards fulfillment of Pre-Qualification criteria (PQC) 5.1, if same is submitted along with completion certificate.

`Sign & Stamp of Bidder

- 5.1.2.2 Completion certificate submitted by the bidders shall have clarity with respect to whether service tax/GST is included/excluded in the executed value of the completed job, towards fulfillment of PQC 5.1 and same shall be ensured by the bidders by submitting proper and relevant documents as required (e.g. separate certificate from respective client regarding service tax/GST) along with completion certificate.
- 5.1.2.3 If no clear documents as mentioned above regarding service tax/GST component included/extra/not applicable with respect to the executed value of the job mentioned in completion certificate is submitted by the bidder & In case Service tax/GST amount / component is also not specified in the submitted completion certificate, then the amount equivalent to rate of applicable service tax/GST as considered by HURL for the subject tender shall be deducted from the value of completed job mentioned in the completion certificate to arrive at the value of the completed job without service tax/GST.
- 5.1.2.4 Similar ARC (Annual Rate Contract) Jobs that has been successfully completed by the bidder for the originally awarded period shall be considered as completed works even though such ARC is under execution on account of extension. However original term completion should be within the period as indicated in above PQC. Bidder to submit the relevant document along with bid certifying satisfactory completion of the job, executed value of the job and completion date for original period of contract, along with letter of extension of contract, certified by WO issuing company /Engineer In Charge.
- 5.1.2.5 In case of sub contract orders, credential as sub-contractor for above PQC shall be considered only when such work orders for sub contract has been issued with approval or written permission of end user/owner/consultant of the owner of the contract from the scope of work of which contractor under the contract has sub contracted a part of or entire work under such work order. In this regard, the bidder has to submit a certificate from the end user/owner/consultant of the owner stating that the main contractor has intimated them about the engagement of sub-contracting OR have been allowed/ permitted as a sub-contractor. Based on such Sub contracted portion of the job actually executed by the bidder as subcontractor, PQC evaluation shall be done i.e. In case only part job is subcontracted, similar job & executed value etc for the part job only shall be considered for PQC and not the full job.
- 5.1.3 Similar work experience documents submitted in technical bid shall only be considered for technical bid evaluation. Any shortfall document related to submitted similar work experience in technical bid, if asked by HURL (As per clause 4.12, page -14 of tender document) and submitted by the bidder as per given timeline shall be considered as part of technical bid.

Note- Any other/new work experience submitted by the bidder through mail / hard copy submission / by post / added through shortfall document submission shall not be considered for Technical bid evaluation.

- 5.2 Average Annual financial turnover during last three (03) financial years** of the bidder should be at least **INR 36.0 Lakhs**. For evaluation of same, Bidder shall submit followings,

`Sign & Stamp of Bidder

- Audited Annual Statements (Balance Sheet and Profit & Loss account) of the company for last three (3) financial years i.e. 2018-19, 2019-20 and 2020-21. Audited annual statement shall be certified by CA with membership number.

Or,

- Certificate issued by Chartered Accountants or statutory auditors of the bidding entity certifying the Annual Turnover for the Three preceding financial years i.e., 2018-19, 2019-20 & 2020-21

Note 1- If audited financial results of the immediate preceding financial year is not available, the bidder has an option to submit the audited financial results of the three (03) financial years immediately prior to that financial year. The same will be considered for evaluation of average financial turnover. Audited annual statement shall be certified by CA with membership number.

Note 2- Other income shall not be considered for arriving at annual turnover.

- 5.3 The bidder shall have valid PASARA License (As per the Private Security Agencies (Regulation) Act, 2005) applicable for state of Jharkhand and it must be valid from date of submission of bid to end of the contract period i.e. till 31-12-2022 (31st Decemeber 2022). As a documentary proof of same, the bidder shall submit attested photo copy of their PASARA license.

PASARA license details submitted by the bidder will be verified with details available on state wise PSARA license status for Jharkhand State on website <https://psara.gov.in/> . Bidders are advised to ensure that details of their submitted PASARA license must matches the details mentioned on above website.

- 5.4 The bidder shall have valid company registration, PAN card issued by Income Tax department, registration with EPF Organization and Valid GSTIN registration. As a documentary proof of same, the bidder shall submit signed, stamped and scanned copy of Certificates like valid GSTIN Registration certificate (GSTIN status shall be shown as active on GST portal.), registration with EPF Organization, PAN card issued by Income Tax Department.

The bidder shall submit following details also in technical bid as applicable,

- For Proprietorship firm** - Name of the proprietor to be mentioned. The bidder shall submit copy of Affidavit of proprietorship in original duly notarized (Latest).
- For partnership firms** – The bidder shall submit copy of Affidavit in originals duly notarized, confirming the current status of the firm along with names of the partners or Copy of partnership deed duly notarized (latest) to be submitted.

`Sign & Stamp of Bidder

- iii. **For limited companies**– The bidder shall submit copy of notarized copy of Memorandum and Articles of Association and list of directors.

6.0 Evaluation of Bids:

6.1 Bids shall be scrutinized in terms of the provisions of the bidding documents. Full compliance to the complete provisions of the Bidding Documents and its subsequent Amendment(s) / Clarification(s) / Addenda / Errata if any, issued by the HURL shall be checked. Failure to comply with this requirement, the bid shall be rejected.

6.2 Technical and commercial bids shall be evaluated only for those bidders, whose EMD is found to be in order as per NIT requirement. EMD submitted by bidder will be reviewed against its value, validity and issuing bank as per NIT requirement. If the EMD is not found in order with respect to NIT requirement, the bids may be rejected.

6.3 The PRICE BID shall be opened only of those bidders whose bids are found to be technically and commercially substantially responsive.

6.4 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose Owner defines the foregoing terms below:-

- (a) "Deviation" is departure from the requirement specified in the tender documents.
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.

6.5 The subject work is indivisible / non-splitable and complete work shall be awarded to successful overall lowest bidder. The financial comparison for selection of Lowest (L-1) Bidder / Contractor shall be done based on the total derived price of all the items mentioned in BOQ/SOR after arithmetical correction of errors (if any). The aggregate of quoted amount for all items of BOQ will be worked out as total derived price, shall be considered for evaluation and award.

6.6 The Owner will award the Contract to the successful Bidder whose Technical and Commercial bid has been determined to be substantially responsive and Price Bid to be the lowest evaluated Bid.

6.7 In case tie between two or more bidders at L-1 position, the sole criterion for determining the L1 bidder among them shall be on the basis of evaluated Average Annual financial Turn Over of last three (03) financial years as per Pre-Qualification criteria (PQC) 5.2 of tender document. Bidder having the highest average annual financial turnover as per evaluation of Pre-Qualification criteria (PQC) 5.2 will be considered as L1 bidder.

`Sign & Stamp of Bidder

6.8 Bidder shall not quote negative Contractor service charges for security manpower services for item mentioned in BOQ. Contractor Service charges in % on manpower services for item mentioned in each part of SOR shall be same as quoted percentage rate by the bidder for each individual part of SOR in price bid.

For Example- If bidder quotes Excess (+) 10% then contractor service charges in % on manpower services will be 10%.

6.9 In case of Abnormally Low Bid the Bidder may be asked for written clarifications, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid documents. If, after evaluating the price analysis, the Owner determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the bid/ proposal.

6.10 The selected Agency shall have to execute an Agreement on Non-judicial stamp paper of worth ₹100/- (Rupees one hundred only) at their own cost, within a period of 7 days from the date of receipt of the Work Order.

7.0 Bid Submission:

Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderer/Contractor is advised to follow the instructions provided for online submission of bids. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Any bid document submitted through mail or Hard copy submission shall not be considered in bid evaluation.

8.0 Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

9.0 Tenderer who has downloaded the tender from the HURL website www.hurl.net.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with HURL.

‘Sign & Stamp of Bidder

10.0 Intending tenderers are advised to visit again HURL web site www.hurl.net.in and CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.

11.0 EMD Payment: Earnest Money Deposit is to be deposited **electronically by ECS/RTGS/NEFT** in the account of “**Hindustan Urvarak and Rasayan Limited, payable at Delhi**” at the below mentioned details. Bidders are required to submit the details of EMD payment at the time of Bid Preparation.

BANK Details for EMD Payment through ECS/NEFT/RTGS:

Bank Name – State Bank of India

IFS CODE: SBIN0004803, Account No: 38387231141.

12.0 EMD value: **Rs. 2,36,000.00** (Rupees Two Lakh Thirty Six Thousand only).

13.0 Price Bid Validity date 120 days from the date of opening of Techno-Commercial bids.

14.0 Micro and Small Enterprises (MSEs) shall be exempted from paying Earnest Money Deposit.

MSEs seeking exemption and benefits should enclose/upload in e-tender portal an attested/self-certified copy of following registration certificate as a part of his bid, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

i) Ministry of MSME vide Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 had notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified, form and procedure for filing the memorandum (Udyam Registration) w.e.f. 01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e. <https://msme.gov.in/>) Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs- 2012

ii) An enterprise registered prior to 30.06.2020 and who is not re-registered with Udyam Registration, shall continue to be valid for a period up to 31.12.2021. Such enterprise shall submit EM Part-II or Udyog Aadhaar Memorandum (UAM) for availing benefits of PPP- 2012.

15.0 Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet. After online opening of Technical-Bid, the results of their qualification as well as the date of Price-Bid opening will be intimated later.

16.0 **LOCAL CONDITIONS :**

‘Sign & Stamp of Bidder

16.1 It will be imperative on each Bidder to fully make aware himself of all local conditions and factors which may have any effect on the execution of the works covered under these specifications and documents. Bidder shall inspect the site, examine and obtain at its cost and responsibility, all information required and satisfy himself regarding all matters and things such as access to site, communications, transport, right of way, the type and number of equipment and facilities required for the work, availability of local labor, materials and their rates, local working conditions, weather, flood levels, sub-soil conditions, natural drainage, and all information that may be necessary for preparing its Bid, performance of work and other obligations and related matters. By submitting the Bid the Bidder shall be deemed to have acknowledged and agreed that ignorance of the site and other said conditions shall not be basis for any claim for compensation or extension of time or loss of profits etc. and the OWNER shall not be liable on account thereof in any manner whatsoever to the Bidder or any person claiming through or under the Bidder.

16.2 Bidders must before submission of their Bids, acquaint themselves with all applicable regulatory and other legal requirements pertaining to insurance and health, safety and environment requirement at Sindri, Dhanbad, Jharkhand and rules related to work permit and visa requirements Sindri, Dhanbad, Jharkhand or in any way or manner affecting the performance of Scope of Work, the Contractor and the Plant operation and performance including social security, safety, pollution control, permits, licenses, and other statutory requirements and regulations. The submission of a Bid by the Bidder will be construed as evidence that such an examination was made and the Bidder shall not raise at any time later any claims/disputes against the OWNER and the OWNER shall not be liable for the same in any manner whatsoever.

17.0 Bidders are required to carefully go through the entire tender document including scope of work, GCC, SCC and SOR before quote. Bidders should contact HURL in case of any query in tender document before bid submission. Once the bid submitted, HURL will assume that the bidder has understood all the aspects of tender document works and submitted bid accordingly.

18.0 Guideline for submission of bid :

18.1 Technical Bid:

The following documents are to be furnished by the Contractor as part of Technical Bid:

- i. Signed, Stamped and completely filled Techno Commercial Proposal Bid Form (Enclosed as Annexure-1 and Annexure -2 in tender document)

`Sign & Stamp of Bidder

- ii. Power of Attorney as per requirement mentioned in NIT. Bids shall be digitally signed and uploaded by someone legally authorized and competent on behalf of his firm / company i.e. Bidder and relevant documents w.r.t. the same to be uploaded. The Power of Attorney of such person needs to be furnished along with bid.
- iii. Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD). MSE bidders are exempted from submission of EMD as per provisions in the Tender Documents. MSE bidders seeking benefits of MSE as specified in the Tender Documents, must submit Attested/Self attested copy of Registration certificates (as mentioned in clause 14.0 of ITB) failing which no benefit of MSE shall be extended.
- iv. Similar work experience Documents as required in accordance with Clause 5.1 of Qualifying Requirements / Pre-Qualification Criteria (PQC) of tender document
- v. Audited Annual Statements (Balance Sheet and Profit & Loss account statements) in accordance with Clause 5.2 of Qualifying Requirements / Pre-Qualification Criteria (PQC) of tender document
- vi. Copy of Valid PASARA License in accordance with Clause 5.3 of Qualifying Requirements / Pre-Qualification Criteria (PQC) of tender document
- vii. Signed, Stamped and Scanned copy of Company Registration certificate, GSTIN Registration, PAN Card, EPF Registration and other documents in accordance with Clause 5.4 of Qualifying Requirements / Pre-Qualification Criteria (PQC) of tender document
- viii. Signed, Stamped and Scanned copy of last three financial year ITR
- ix. Signed and stamped copy of each page of tender documents as a token of acceptance indicating read, understood and accepted the Terms & Conditions mentioned in tender documents.
- x. Signed, Stamped and Scanned copy of affidavit on company letter head as specified in Annexure A of tender document.
- xi. Signed, Stamped and Scanned copy of Tender Acceptance Letter as per Annexure-B & Letter of authorization to submit bid.
- xii. Signed, Stamped and Scanned copy of No deviation Certificate as per Annexure-C.
- xiii. Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director, in the format as enclosed as Annexure- D of Tender Document.
- xiv. Signed, Stamped & Scanned copy of format For Electronics Payment as per Annexure-E

`Sign & Stamp of Bidder

- xv. MSEs seeking exemption and benefits should enclose an attested/self-certified and stamped copy of valid registration certificate, giving details such as validity, stores/services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
- xvi. Any other document asked for in the Bidding Documents.

Note: Bidders are requested to upload the clearly visible documents only, otherwise if not clearly visible than offer shall be liable for rejection without any further communication.

18.2 Price Bid:

18.2.1 Schedule of price bid in the form of BOQ_XXXX .xls

The below mentioned Financial Proposal/Commercial bid format is provided as BOQ_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered / modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with HURL.

18.2.2 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer.

18.2.3 Prices must be filled in format for "Price Bid" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.

18.2.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (CGST & SGST/ UTGST or IGST) shall be included in the rates / prices and the total bid-price submitted by the Bidder.

18.2.5 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the complete items considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work/ Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.

18.2.6 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but

`Sign & Stamp of Bidder

before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.

If any new taxes and/or duties are imposed beyond Completion/ Contract period for reasons not due to Owner's default, such taxes and duties shall be to Contractor's account.

If any new taxes and/or duties are imposed beyond Completion / Contract period for reasons due to Owner's default, such taxes and duties shall be to Owner's account.

18.2.7 For item mentioned in SOR, the bidder has to quote in BOQ of price bid. Bidder is required to quote contractor profit rate in percentage up to two decimals only. Bidder shall not quote negative contractor service charge for SOR items.

18.2.8 The quoted rate/amount shall be inclusive of all taxes and duties etc. as per tender but exclusive of the GST. Bidder must quote their rates exclusive of GST. The GST shall be paid extra as per applicable rates.

18.3 Checklist of documents to be submitted:

S.No	Item	Yes / No	Bid Ref.
I	Signed, Stamped and completely filled Techno Commercial Proposal Bid Form (Enclosed as Annexure-1 and Annexure-2 in tender document)		
II	Power of Attorney as per requirement mentioned in NIT. Bids shall be digitally signed and uploaded by someone legally authorized and competent on behalf of his firm / company i.e. Bidder and relevant documents w.r.t. the same to be uploaded. The Power of Attorney of such person needs to be furnished along with bid.		
III	Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD) / MSE Certificate for exemption.		
IV	Similar work experience Documents as required in accordance with Clause 5.1 of Qualifying Requirements / Pre-Qualification Criteria (PQC) of tender document		
V	Audited Annual Statements (Balance Sheet and Profit & Loss account statements) in accordance with Clause 5.2 of Qualifying Requirements / Pre-Qualification Criteria (PQC) of tender document		

`Sign & Stamp of Bidder

VI	Copy of Valid PASARA License in accordance with Clause 5.3 of Qualifying Requirements / Pre-Qualification Criteria (PQC) of tender document		
VII	Signed, Stamped and Scanned copy of Company Registration certificate, GSTIN Registration, PAN Card, EPF Registration and other documents in accordance with Clause 5.4 of Qualifying Requirements / Pre-Qualification Criteria (PQC) of tender document		
VIII	Signed, Stamped and Scanned copy of last three financial year ITR		
IX	Signed and stamped copy of each page of tender documents as a token of acceptance indicating read, understood and accepted the Terms & Conditions mentioned in tender documents.		
X	Signed, Stamped and Scanned copy of affidavit on company letter head as specified in Annexure A of tender document.		
XI	Signed, Stamped and Scanned copy of Tender Acceptance Letter as per Annexure-B & Letter of authorization to submit bid.		
XII	Signed, Stamped and Scanned copy of No deviation Certificate as per Annexure-C.		
XIII	Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director, in the format as enclosed as Annexure- D of Tender Document.		
XIV	Signed, Stamped & Scanned copy of format For Electronics Payment as per Annexure-E		
XV	MSMEs seeking exemption and benefits should enclose an attested/self-certified and stamped copy of valid registration certificate, giving details such as validity, stores/services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSMEs.		
XVI	Any other document asked for in the Bidding Documents.		

Note: Failure to Upload Authentic and Corrects Documents as mentioned at S.No I to XVI of clause 18.3 (Checklist) above would lead to Rejection of Techno- Commercial Bid. Price Bids shall be opened only of those bidders who are qualified and whose techno-commercial bids are acceptable.

19.0 HURL reserves the right to reject any or all the bids without assigning any reason whatsoever and does not bind itself to accept the lowest or any other bid. The bids
`Sign & Stamp of Bidder

which are incomplete in any respect are liable to be rejected. HURL is at liberty to take any of the following actions in case of this NIT:

- a) To cancel the tender without reference to the bidders.
- b) To postpone the due date and time.

20.0 Bidders shall not be entitled to claim any costs, charges, expenses or incidentals for or in connection with the preparation and submission of their bids even though HURL may withdraw the enquiry/tender or reject all bids.

21.0 **SITE VISIT:** If needed, the bidder and his authorized personnel will be granted permission by General manager (Project), HURL Sindri Project to enter upon HURL Sindri project premises and may visit the site before quoting their rates.

22.0 HURL reserves the rights to assess bidder's capability and capacity to perform the contract.

23.0 To know more about HURL, please visit our website www.hurl.net.in

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

1.0 REGISTRATION

- 1.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- 1.2 As part of the enrollment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 1.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 1.4 Upon enrollment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 1.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 1.6 Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

2.0 SEARCHING FOR TENDER DOCUMENTS

- 2.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.

‘Sign & Stamp of Bidder

- 2.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3.0 PREPARATION OF BIDS

- 3.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 3.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 3.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

4.0 SUBMISSION OF BIDS:

- 4.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 4.3 Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4.4 Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the

‘Sign & Stamp of Bidder

DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- 4.5 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 4.6 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 4.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.
- 4.8 Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 4.9 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 4.10 Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 4.11 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- 4.12 Shortfall documents: After evaluation of the uploaded documents, shortfall documents, if required, shall be sought from the bidder. For this purpose, maximum 1 chance, of 7x24
`Sign & Stamp of Bidder

hours duration shall be given. If the techno-commercial acceptability of bidder is established upon verification of uploaded documents and shortfall documents if any, the case shall be considered for further processing. If the bidder happens to be defaulter upon verification of the documents or has not uploaded the required document within the mentioned time frame his bid would be analyzed based on the uploaded documents and if found not in order as per requirement, would be outrightly rejected.

5.0 ASSISTANCE TO BIDDERS

- 5.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 5.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be call directed to the 24x7 CPP Portal Helpdesk.

0120-4001 062

0120-4001 002

0120-4001 005

0120-6277 787

**E-mail
support:**

For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical - [support-eproc\(at\)nic\(dot\)in](mailto:support-eproc@nic(dot)in)

Policy Related - [cphp-doe\(at\)nic\(dot\)in](mailto:cphp-doe@nic(dot)in)

Or

Mr. Deepak Kumar, Manager (C&M) / Mr. Mukesh Bhinchar, Dy. Manager (E&M)
HURL- Sindri Project,

Email id : deepakkumar@hurl.net.in mukeshbhinchar@hurl.net.in

XXXXXXXXXXXXXXXX

`Sign & Stamp of Bidder

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Scope of Contract

The Scope of Contract shall be as per 'Technical Specification' as mentioned in tender document and scope of work.

2. Firm Price

Price to be quoted shall be firm and subject to no escalation whatsoever during the contractual completion period including extended period, if any, except for any statutory variations i.e. change in the rate of minimum wages, change in the rate of taxes & duty and/or inclusion of any new tax & duty. Bid with variable price will not be accepted.

3. Price Basis

Duly executed at following location:
Old FCIL Office Complex, HURL, Sindri (Jharkhand)

4. Taxes and duties

4.1 The Bidder shall include all the taxes, duties/ levies etc. (except GST) in their quoted rates/ prices for all items of SOR. GST charges shall be paid extra at actual by the owner as applicable.

4.2 Please note that the responsibility of timely payment of above taxes to statutory authorities thereupon lies with the Contractor / Service Provider only.

4.3 Statutory variation in taxes and duties including imposition of any new tax & duty, within the scheduled Completion period, as per Contract/PO, shall be paid at actual on submission of documentary evidence.

4.3.1 In case of delay in execution, if there is any increase in the rate of tax & duty and/or there is imposition of any new tax/ duty by statutory authorities, HURL shall restrict the payment of taxes & duties, as prevalent on the scheduled delivery/ completion period only, as mentioned in the P.O and amendment(s) there to.

4.3.2 If there is any decrease in applicable rate of taxes & duties &/or there is any withdrawal of any tax & duty by statutory authorities, during the completion period including extended/ amended period of P.O, shall accrue to HURL's a/c.

4.4 The Contractor has to submit / furnish all necessary documents / information to enable HURL claim the input credit benefit, if any, under GST rules.

5. Effective date of Contract/ Contract Period: The contract shall be operative for a period of Twelve (12) months with effect from the start date of work as certified by Officer-In-Charge . The Security Agency shall have to take over charge at 00:00 hours on the day of commencing of this contract and for the purpose shall have to detail its personnel on all the duty posts in the C shift of day before of the commencing of this Contract. The contract may further be

`Sign & Stamp of Bidder

extended for six months as needed by HURL and subject to Agency's performance. However, clearance for continuation of contract shall be given on month-to-month basis depending upon the job requirement and the Agency's performance and at the sole discretion of the HURL.

If the Agency is not competent to execute the job as per the requirements of HURL or owing to deficiency in service or substandard quality of manpower deployed, its contract shall be terminated at any time after giving one month notice to the selected Agency. The decisions in this regard by the HURL shall be binding and cannot be disputed.

6. Completion Period/ Time Schedule

Sl.No.	Particulars	Time Schedule/ Contract Period
1.	Completion of Total Work	12 months from the start date of work as certified by Officer-In-Charge.

7. Payment Terms

7.2 The payment shall be made for the actual job executed by the Security Agency after due verification and certification by the concerned officer-in-charge of the HURL, Sindri Project.

7.3 The Security Agency shall submit bills in triplicate on monthly basis to the concerned officer in-charge of the HURL, Sindri Project. It shall have to furnish Labour Payment Certificate along with copy of the EPF deposit challan and the deposit details duly receipted by the concerned EPFO to HURL, Sindri Project by 7th of every succeeding month irrespective of submission of bills, failing which its payment will be withheld.

7.4 In-come Tax as applicable as per IT Rules shall be recovered at source and Jharkhand Sale Tax, if applicable, will be deducted from the Running/final bill.

7.5 The Bills shall be submitted on running bill of running work on monthly basis. Payment shall be released within 30 days of submission of invoice by the party.

7.6 The Security agency shall pay applicable GST and claim it along with RA Bills.

7.7 No overtime shall be paid by HURL to the Security Agency in any circumstances. The Security Agency shall have to keep sufficient additional strength to meet relief during weekly off/leave/absenteeism of its personnel rather than rotating/redetailment of available personnel on additional/extra duties. In case of forced majeure situations, the payment by the HURL to the Security Agency shall be limited to proportional of the single (Basic + VDA) only and corresponding service charge for each additional hour of such detailment.

Sign & Stamp of Bidder

7.8 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

The payments shall be done based on the work done and the contract payment shall be released as follows:

S.N.	Particulars	% of the value of work
1	Value of actual work done against submission of running bill shall be released within 30 days after certification by the owner after recovering of the following: a. Statutory deduction and Income tax as applicable. b. Any other recovery if any	97%
2	Release of 3% payment along with Security Deposit in final Bill	3%

8.0 EARNEST MONEY DEPOSIT (EMD)

- 8.1** Bidders shall have to deposit earnest money of **Rs. 2,36,000/-** (Rupees Two Lakh Thirty Six Thousand Only) in the account of HURL. Tenders received without earnest money shall not be entertained and shall be summarily rejected.
- 8.2** The earnest money shall be forfeited if the Bidder withdraws/ amends, impairs and derogates from the tender.
- 8.3** EMD shall be refunded to all the unsuccessful Bidder after acceptance of work order by the successful Bidders. No interest shall be payable on submitted EMD amount. EMD of the bidders whose price are not considered to be opened, shall be released/refunded at the earliest but only after the award of the subject work to the successful bidder.

The contractor will have to apply in writing for refund of security deposit along with one cancelled cheque. EMD shall be refunded to all the unsuccessful Bidder at the earliest but not later than thirty days beyond the award of the subject work and receipt of EMD return letter from the bidder.

- 8.4** The Earnest money will be forfeited in the following conditions:
- (a) If at any stage, any of the information/ declaration given by the bidder is found to be false.
 - (b) If a bidder withdraws his bid during the period of bid validity period specified in the terms and conditions of tender.
 - (c) In case of any selection of bidder, if he fails to enter in to the contract or fails to furnish his responsibilities as mentioned in the above referred clauses of the tender document.

‘Sign & Stamp of Bidder

- 8.5** EMD of successful bidder shall be converted into security deposit. The same will be additional to security deposit amount as mentioned in clause 9.0 and no interest shall be payable thereon.
- 8.6** Exemption from submission of EMD : Micro and Small Enterprises (MSEs) bidders are exempted from submission of EMD as per provisions at clause 14.0 of Instruction to Bidders mentioned in page no. 8 of tender document.
- 8.7** Price Bids shall be opened only of those bidder(s) whose EMD shall be found as per the requirement of the bidding documents.

9.0 SECURITY DEPOSIT:

- EMD of successful bidder will be converted to Security Deposit after award of contract. Successful Bidders who are exempted from submission of EMD on account of MSE as mentioned in clause 14.0 of instruction to Bidders (Page no.- 8 of tender document), shall have to deposit security deposit of Rs. 2,36,000.00 (Rupees Two Lakhs thirty Six Thousand Only) before award of contract/Work Order.
- Further, The security deposit at the rate of 03.00 % shall be recovered from the subsequent monthly bills. The security deposit shall be kept as performance guarantee and shall not bear any interest. It will be refunded to the Agency after the satisfactory completion of contract period however, the contractor will have to apply in writing, along with original cash receipt for refund of security deposit
- The HURL reserves the right to forfeit the security deposit if the Agency fails or neglects to take up the job, abide by to fulfil the terms and conditions of the contract and/or to execute the work satisfactorily

9.0 Quantity variation

Quantities indicated in the schedule of rate are tentative only and all the items may or may not be executed either partially or fully. However, the upper ceiling of total quantum of variation of work shall be limited to 10 % of the original contract value. Actual execution value of the contract may vary depending on the actual requirement and therefore there shall not be any compensation for non-execution of any item or multiple items either partially or fully. This clause shall supersede any other clause given anywhere in the tender documents

10.0 Insurance

10.1 Necessary insurance(s) to cover accident risk for his employee's loss of life, material etc. to crew or the third party to be arranged by Contractor at his cost.

10.2 All contractors' equipment shall be at the sole risk of the contractor.

`Sign & Stamp of Bidder

10.3 The contractor will insure all his personnel employed for the execution of the work against any personal injury that may be sustained as a result of the execution of the work. The contractor will present satisfactory evidence to the owner/consultant that such insurance is in force.

10.4 The contractor shall be responsible for workman's compensation insurance and all other statutory requirements in regard to the personnel in the contractor's employment.

11.0 Termination

In the event of unsatisfactory performance, HURL Sindri reserves right to cancel part or whole of the order / contract and make alternate arrangement at any time during contract period on risk & costs of contractor and / or forfeit security deposit

12.0 Force Majeure

The act of God, epidemic, wars, revolution, and official strike shall be treated as force majeure condition. In event of occurrence of such condition neither party shall be responsible for delay in performance provided that it is notified within 07 days of its occurrence. The Contractor shall provide justification by documentation countersigned by the local chamber of commerce.

13.0 SETTLEMENT OF DISPUTE:

13.1 Amicable efforts should be made to settle the claim, if any by direct negotiation with the concerned Engineer-in-charge of HURL, Sindri Project. In case the same is not settled, all disputes and differences whatsoever arising between the parties out of or relating to the meaning and operation of effect of this contract or the breach thereof shall be referred to the GM-Projects / Incharge of the HURL, Sindri Project for arbitration and the award made in pursuance thereof shall be binding on the parties.

13.2 Subject to as aforesaid the provision of Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment or rules made there under shall apply to the Arbitration proceeding under this clause.

13.3 No objection shall be made to the appointment of the above arbitration on the ground of any of them being an officer of the HURL and/or had at any time dealt the matter in dispute or difference and/or expressed any views thereon.

14.0 Governing laws:- This Contract shall be governed by the Indian Laws for the time being in force and the Dhanbad Courts alone shall have the exclusive jurisdiction on all matters arising under the contract.

15.0 INTERPRETATION OF CONTRACT

`Sign & Stamp of Bidder

- 15.1 The several contract documents forming the contracts are to be read together as a whole and are to be taken as mutually explanatory.
- 15.2 Should there be any doubt or ambiguity in the interpretation of the contract documents or error, omission or contradiction therein or in any of them, the contractor shall prior to commencing the relative work, apply in writing to the owner for his decision in resolution of the doubt, ambiguity or contradiction or correction of the error or omission, as the case may be. Should the contractor fail to apply to the owner for his decision, as aforesaid prior to commencing the relative work, the contractor shall perform said work as per interpretation of owner whose decision shall be final and binding on contractor.

XXXXXXXXXXXXXX

Scope of work and Terms & conditions

The HURL Sindri Project, situated within Dhanbad Municipal Corporation Limited in Dhanbad District of Jharkhand State, approximately 25 Km away from the Dhanbad Railway Station.

It is proposed to engage the Private Security for providing security coverage and allied services to the residential premises Guest House, Transit Camp, Admin Building and under special circumstance to the project locations and vital installations located outside factory complex and/or township. The Security Agency will function as per guidelines issued by HURL Management. The scope of work and other terms and conditions are detailed here under:

1.0 SCOPE OF WORK – The scope of work shall include but not limited to the following: -

1.1 Providing round the clock security on services contract basis at various locations in the township/acquired area of the HURL, Sindri Project.

The various aspects of security to be provided shall be as follows: -

- a. Regulation of the point of entry and exit round the clock in order to prevent entry of unauthorized persons, vehicles and unauthorized removal of any property from the premises of the HURL, Sindri Project.
- b. Patrolling of Residential areas. Patrolling personnel will maintain a diary and note down their observations for effective supervision.
- c. Security guarding of cash/strong room and escorting cash from one place to another as and when desired by the Officer-in-Charge of the HURL, Sindri Project.
- d. Providing personal security to the executives of the HURL, Sindri Project.
- e. Assistance in prevention of loss by fire.
- f. Co-ordination with the local police authorities including lodging of FIRs etc. as and when necessary with the consent of the HURL, Sindri Project.
- g. Any other job, pertaining to security, as and when required.

1.2 The Security Agency will be required to provide security by manning the security posts and carrying patrolling beats on round the clock basis in three shifts of 8 hours each. The shift timings shall be First Shift (A Shift) – from 05:00 Hours to 13:00 Hours; Second Shift (B Shift) – from 13:00 Hours to 21:00 Hours; and Third Shift (C Shift) – 21:00 Hours to 05:00 Hours of the next day.

1.3 The Security Agency shall frame suitable standing orders in consultation with the concerned officer-in-charge of the HURL, Sindri Project for efficient discharge of duties of the security personnel. Changes, if any, in the standing orders shall be made only with prior and written consent with the HURL, Sindri Project.

2.0 AREA OF OPERATION:

All the residential areas, Guest Houses, Transit Camps, Admin Building premises of HURL Sindri.

‘Sign & Stamp of Bidder

3.0 CONTRACT PERIOD:

- 3.1 The contract shall be operative for a period of one year with effect from the 00:00 hrs from the date specified in the Work Order at first instance which may further be extended as needed by HURL and subject to Agency's performance. However, clearance for continuation of contract shall be given on month-to-month basis depending upon the job requirement and the Agency's performance and at the sole discretion of the HURL.
- 3.2 If the Security Agency is not competent to execute the job as per the requirements or is not capable to comply with the statutory requirements, its contract shall be terminated. The decisions in this regard by the HURL shall be binding and cannot be disputed.

4.0 STRENGTH OF SECURITY PERSONNEL:

- 4.1 As per the HURL's assessment, strength of 30 security personnel to be provided per day as per following category wise: -

Supervisor	-	01
Security Guards (Without Arms)	-	29

Total	-	30

The strength of security personnel may be increased/decreased depending upon the requirement.

- 4.2 HURL shall not entertain any claim whatsoever for loss and/or any reduction of strength on account of any incidence having affect on strength of security personnel after contract has been entered.
- 4.3 The number of security personnel per shift and duty posts shall be finalized by the Security Agency in consultation with the concerned officer-in-charge of the HURL, Sindri Project and his decision in this matter will be final and binding.
- 4.4 The Security Agency shall have to ensure that no security person should be deployed for more than eight (8) hours in a day.
- 4.5 The Security Agency shall have to employ sufficient additional security personnel maintain the required strength on consistent and sustained basis and to cater for relief during weekly off/leave/holidays, where applicable. However, no claim shall be entertained by the HURL for idle manpower, if any.

5.0 TERMS & CONDITONS OF CONTRACT:

- 5.1 The Security Agency must have PASARA License and a documentary proof is to be submitted and all the Rules & Regulations as per the Private Security Agencies (Regulations) Act, 2005 shall have to be strictly compiled with.

`Sign & Stamp of Bidder

- 5.2 The Security Agency has to carry out security work inclusive of the jobs of adequately safe guard and maintaining the vigilance of the residential areas, Guest House, Transit Camps, etc.
- 5.3 The Security Agency will deploy security personnel as per guidelines provided by PASARA. The Security Agency shall have to submit the list of personnel engaged by it for the contract immediately on issue of the letter of intent/work order along with their antecedents.
- 5.4 None of the security personnel shall be a member of Trade Union/political outfit and/or take any interest in trade union/political outfit activities.
- 5.5 The Security Agency will be responsible for un-locking/locking of all rooms etc. switching on or off lights, fans, power points, air conditioners etc. where applicable.
- 5.6 The Security Agency will be responsible for checking of all incoming and outgoing person/vehicles, goods, office property, article etc. and keeping proper records/entry in the register. They will maintain gate pass system in respect of incoming and outgoing goods, office property etc. The Security Agency shall ensure that no material is taken out hiding in vehicle or on person.
- 5.7 Security personnel on duty at gates shall enquire/interrogate the person/s intending to come inside the office premises for ascertaining his/her identify. After having fully satisfied about the identity of person/s and taking necessary permission from the competent authority of the HURL, Sindri Project, such person/s shall be allowed inside office premises and the Security Agency shall keep record of all such entry of person/s.
- 5.8 The security personnel posted in the HURL gates shall see that cattle or any other animals are not allowed to enter inside factory and if found, chase them out.
- 5.9 The Security Agency will maintain law and order in the HURL premises, guarded areas and vulnerable points carry out investigations and submit report to the concerned officer about any issue, which may be against the interest of the HURL.
- 5.10 The Security Agency shall comply with all the provisions of law of the land applicable while providing security and allied services to the HURL.
- 5.11 The Security Agency shall ensure that at no point of time during the prescribed duty hours, any duty posts or patrolling beats remains vacant or unattended and/or any security personnel leaves his place of duty. The Security Agency shall arrange to send a relief wherever the regular guard is absent or is on leave.
- 5.12 The Security Agency will make and keep liaison with local Police authorities for smooth running of the contract and do the needful as and when required as per law. Cases of theft/attempted theft shall be immediately brought to the notice of HURL, Sindri Project and shall report of such incidents to Police and follow up same, if it is referred to Court of law until the case is closed/discharged.
- 5.13 In case of mishap sustained by security personnel of whatsoever nature (minor/major/total including death during the course of their duty) the responsibility of granting compensation, if any, will be borne by the Security Agency and the HURL shall not be liable the same in whatever manner.
- 5.14 In case of pilferage/theft/robbery, it shall be the responsibility of the Security Agency to bring the matter to the knowledge of the Concerned Officer-in-Charge, HURL, Sindri Project

`Sign & Stamp of Bidder

and if situation so requires the local Police shall be informed (in writing) by Security Agency for investigation as per rule.

- 5.15 The Security will arrange of its own the payment of salary/wages including overtime/compensatory pay, if any and other benefits, viz., medical care, etc. as may be required by the security personnel deployed against this contract.
- 5.16 The security personnel deployed by the Security Agency for security arrangements at HURL, Sindri Project shall be its employees for all purposes and not of the HURL whatsoever. HURL do not undertake to recruit any security personnel employed by the Security Agency.
- 5.17 The Security Agency will not employ any person having undesirable antecedents and/or previous. In case any undesirable activity is noticed by the concerned officer-in-charge of the HURL, Sindri Project on the part of any personnel engaged by the Security Agency, he shall be immediately removed from the services of Security Agency.
- 5.18 The agency shall maintain such registers/books/forms that are found necessary for efficient performance of the security work undertaken by them. Security Agency will be abide with general direction and conditions for engagement of contract labour by the Security Agency prescribed under various laws in the HURL, Sindri Project which will form a part of contract.
- 5.19 The Security Agency shall provide daily attendance/deployment chart duly signed by his authorized signatory (Security Officer) to the concerned officer-in-charge of the HURL, Sindri Project for his comment and record.
- 5.20 The Security Agency shall keep itself registered with the appropriate Registration Authority of State and will obtain Labour License for the provision of casual/contract labour from Labour Department within 15 days of the entering into the Contract.
- 5.21 The Security Agency shall have to submit detailed information of their personnel engaged and detailed for this contract to the local price for character before execution of contract and also as and when personnel are substituted/redeployed.
- 5.22 The Security Agency will be responsible for providing the security personnel with proper uniform, socks, boots, rain protective equipments, torch with cells, bicycle etc. The HURL may provide security gadgets, bicycles, torchlight, gas lamps, diesel generating set, etc. to the Security Agency on returnable basis but the cost of their maintenance and consumables, viz., torch cells, gas, mantels, diesel and lubricants, etc. shall have to be borne by the Security Agency.
- 5.23 The Security Agency shall ensure that the guards on duty should always appear in smart outfits, wearing full prescribed uniform with proper photo identity card, Name Tab, baton, whistle, etc.
- 5.24 The Security Guard personnel employed by the Security Agency shall keep the concerned officer-in-charge of the HURL, Sindri Project informed all the activities in and around the scheduled area of operation and take necessary action as and when required and assist the establishment in emergency such as labour unrest and/or other calamities.
- 5.25 The Security Agency will be responsible for both movable and immovable properties and assets of HURL Sindri Project and shall be liable for any loss or damage to the Corporation property due to negligence of security personnel. In the event of theft or pilferage of the

`Sign & Stamp of Bidder

material/properties of Project, the cost of property shall be recoverable from the Security Agency. It is the responsibility of the Security Agency to have necessary supervision and administrative control over the security personnel engaged for performing duties required by HURL.

- 5.26 The security personnel shall not take any alcohol or intoxicants and smoke during duty hours. In the event of any misconduct/negligence in discharge of duty by any security guard, necessary disciplinary action is to be initiated by Security Agency.
- 5.27 The Security Agency shall ensure that no familiarity develops between the security personnel and the nearby public. It is also ensured that security personnel do not mix up with anti-social/undesirable elements or any other person/persons who are potential threats to security and safety of the employees and assets of HURL.
- 5.28 It shall be binding on the part of Security Agency that it does not directly or through its security personnel divulge any secret or sensitive information of the HURL, Sindri Project, which comes in his knowledge or in knowledge of his personnel in the discharge of their duties.
- 5.29 The Security personnel provided by the Security Agency shall be medically fit, mentally sound and possess good physique and not be suffering from any contagious/ major diseases. The age of guards should be preferably below 50 years.
- 5.30 The Security Agency shall provide a 'Guard Checking Register' with the guard deployed at each point for the purpose of checks carried out by the Security Agency/HURL authorities. The Security Agency shall generate and submit a security status report to the Competent Authority of the HURL Sindri Project daily by 10:00 AM.
- 5.31 The security Agency shall be absolutely responsible for the payment of salary by 7th of each month as per the minimum wages and all other statutory obligations on account of salary/wages, houses, arrears, equipment, termination benefit, compensation or other claim whatsoever for the personnel (or their dependent) employed by him for this Contract and HURL shall have no liability whatsoever in relation to such matter.
- 5.32 It shall be the Security Agency's responsibilities to given all retrenchment benefits to security men, as applicable when they are released. In case the Security Agency fails to do so, HURL shall have right to withhold the security deposit, till the Security Agency submits the documentary evidence of payment made to its personnel engaged under this Contract for benefits of retrenchment.
- 5.33 Any accident/death to Security Agency's employees during the duty hours while performing the duty, will be entirely Security Agency's responsibility and compensation, if any payable under the Compensation Act or any other Act shall be payable by the Security Agency. HURL shall in no way liable for any compensation to this effect.
- 5.34 The Security Agency should ensure that the guard shall not accept any eatables/tea/coffee, tobacco etc. from the strangers.
- 5.35 The Security personnel engaged under this contract for deployment in the HURL, Sindri Project complex premises must have working knowledge of Hindi and English.
- 5.36 The price shall be firm and no variation shall be allowed on any account till execution of complete work.

`Sign & Stamp of Bidder

- 5.37 In case of revision of minimum wages by central govt. (Labour department) during the contract period, the increase amount shall be payable/reimbursable by HURL including its implication on statutory benefits i.e. PF, ESI, Bonus, Retrenchment & EL etc. along with Service charge of Contractor and GST as applicable.

6.0 PAYMENT OF WAGES TO SECURITY PERSONNEL:

- 6.1 The Security Agency shall have to pay wages to his personnel as minimum wages prescribed under the Payment of Minimum Wage Act, 1948 and the Contract Labour (Regulation & Abolition) Act, 1970 and Rules made therein from time to time.
- 6.2 No wage period shall exceed one month and the payment has to be made latest by 7th day of every month positively irrespective of the Security Agency's submission of bills to the HURL, Sindri Project.
- 6.3 The security Agency shall have to make payment of their personnel directly to their respective Bank Accounts and Security Agency has to produce evidence of the same.

7.0 PROVIDENT FUND:

- 7.1 The Security Agency shall have to get itself registered with the E.P.F. Organization (Regional P.F. Commissioner, Ranchi) under Employees' Provident Fund and Misc. Provision Act, 1952 and produce a copy of certificate of the same.
- 7.2 The Security Agency shall recover the EPF contribution @ 13% of wages (Basic + VDA) or such percentage as prescribed under the EPF & Misc. Provision Act, 1952 from the wages of its personnel and deposit the same with the EPF Organization along with matching contribution from its side in accordance with the provisions in the relevant Act/Rules, and copy of the relevant deposit certificate is to be attached along with the bill raised by the Security Agency.

8.0 ESI/GROUP INSURANCE:

All employees are to be covered under the ESI Scheme. The Security Agency has to submit the proof of ESI Registration of its Company. It shall have to ensure that ESI contribution with respect to all the personnel engaged by it under the contract are submitted to the appropriate authority on month-to-month basis and have to submit the proof thereof.

9.0 STATUTORY PROVISIONS:

- 9.1 The Security Agency shall have to provide leave and holidays to their personnel as per applicable Labour Laws. The Security Agency shall notify list of such Holidays applicable to its personnel during the contract period on assumption of the contract and submit a copy of the same to HURL Sindri Project.
- 9.2 Security Agency shall be responsible for complying with all the Govt. Rules and Regulations including working conditions/hours of the personnel deployed by Security Agency. Security Agency has to maintain proper records as per statutory rules of the respective Govt. Of the State as applicable.

`Sign & Stamp of Bidder

9.3 The Security Agency shall have to issue Employment Card to each and every Security Personnel engaged for the contract in the prescribed format (Form – XIV) on assumption of contract indicating tenure of the employment and will issue the Service Cards to them on termination of contract.

9.4 The Security Agency shall have to issue Attendance Card as per the provisions of Contract Labour (R & A) Act to his each and every personnel incorporating therein that his service is liable for termination without assigning any reason. The same may be incorporated in the Employment Card.

9.5 The Security Agency shall maintain Register for their personnel as provided in the Factory Act, 1948, Bihar Factory Rules 1950, Minimum Wages Act 1948 and other applicable acts/ rules as modified and is applicable in the State of Jharkhand.

10.0 ACCOMMODATIONS & MOVEMENT:

10.1 Agency shall have to provide vehicle for patrolling and shift change for its security personnel.

10.2 Agency shall have to provide security apparatus such as Hand-held Metal Detector, Metal Detector Gate, Walkie-Talkie sets, etc., if required.

11.0 SAFETY AND WELFARE OF CONTRACT PERSONNEL:

11.1 The Security Agency will be solely responsible for the safety and security of the personnel engaged by them under this contract. All safety measures are to be taken by the Security Agency before starting the job to avoid any accident and mishappening.

11.2 The Security Agency shall provide necessary safety appliances and protective clothing to his personnel/workmen at its own cost.

11.3 The Security Agency Shall have to comply with and discharge all obligations/ liabilities under various Labour Laws, Workmen Compensation Act/ Employees State Insurance Act/ Employees Provident Fund Act, Payment of Minimum Wages Act, Contract Labour (R& A) Act etc. or any modification thereof or under any other State / Union legislation in respect of their employees/ workers engaged by them in performance of their obligation under this contract. If any such dues payable by the Security Agency are not paid in time, the HURL at its sole discretion may arrange to pay such dues initially and shall have right to recover all such payments from the pending bills or sum due thereafter with interest @ 10% p.a.

12.0 SUPERVISION OF WORK:

The contract shall be executed under the Security Agency's own supervision. The Security Agency shall have to be present at the work place either personally or through their authorized representative every day during working hours to supervise and control his work force as per the requirement.

13.0 ADMINISTRATIVE CONTROL:

`Sign & Stamp of Bidder

13.1 The Security personnel deployed by the Security Agency will be under the local administrative control of their one Officer to be duty and specifically designated for the purpose by the competent authority of the HURL, Sindri Project and it shall be the responsibility of such officer to get the standing orders for duties formulated in consultation with the concerned officer in-charge of the HURL, Sindri Project and to get prescribed duties performed according to standing orders.

13.2 The HURL shall be at liberty to make surprise check to know the manning of the gates/ security posts as well as patrolling in the Factory/ Township is properly carried out by the Security Agency. The HURL, Sindri Project shall also have liberty to make surprise check including head count for verification of total strength of the security personnel deployed under the contract.

14.0 PENALTY:

14.1 The Security Agency shall be fully responsible for correct execution of the work in accordance with HURL, Sindri Project progressively. In case of non-performance/ under performance of the job, suitable deduction will be made from their bills.

14.2 In case the Security Agency fails to man all duty posts and/ or patrolling beats at any point of time and/ or any of duty posts or patrolling beats remains vacant during any shift, the Security Agency shall be liable to pay damages and penalty for such short manning which shall not be less than 100% of the proportional total value of the manning of the relevant category.

14.3 The Security Agency shall have to indemnify the HURL of any loss, damage, deterioration or loss of product or materials or property suffered by the HURL, Sindri Project arising from any act or negligence on the part of the security staff. The Agency shall have to make good the losses/ damages suffered by the HURL, Sindri Project. Also, the HURL, Sindri Project shall be entitled to deduct the amount of loss/ damage suffered by it from the amount payable or any sum due to the Security Agency. The decisions of HURL, Sindri Project in regard to the amount/ extent of loss/ damage suffered shall be final and binding on the Security Agency.

14.4 In case of any loss or damage caused to the property of the HURL, where complicity of the Security Agency's security personnel is suspected, the HURL, Sindri Project shall conduct an enquiry and made its findings known to it. The Security Agency shall be liable to make payment to the HURL the compensation as determined by the HURL, Sindri Project within fifteen days of the decisions so communicated to it, otherwise the same shall be recovered at any time thereafter from the Security Agency's bills or any sum due to the Security Agency with interest 10% p.a.

15.0 AMENDMENT/ SUSPENSION/ TERMINATION OF THE CONTRACT:

`Sign & Stamp of Bidder

15.1 The HURL reserves the right to amend/ reduce/ modify or terminate the contract at any time without assigning any reason therefore at its sole discretion and no claim whatsoever shall be entertained from you on this account.

15.2 HURL has also reserves the right to decrease/ modify the scope of work or suspends the work at the any stage for any length of time in the paramount interest of HURL without assigning any reason and no claim in this regard from the Security Agency shall be entertained.

16.0 SETTLEMENT OF DISPUTE:

16.1 Amicable efforts should be made to settle the claim, if any by direct negotiation with the concerned officer-in-charge of HURL, Sindri Project. In case the same is not settled, all disputes and differences whatsoever arising between the parties out of or relating to the meaning and operation of effect of this contract or the breach thereof shall be referred to the Project Head/Incharge of the HURL, Sindri Project for arbitration and the award made in pursuance thereof shall be binding on the parties.

16.2 Subject to as aforesaid the provision of Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment or rules made there under shall apply to the Arbitration proceeding under this clause.

16.3 No objection shall be made to the appointment of the above arbitration on the ground of any of them being an officer of the HURL and/or had at any time dealt the matter in dispute or difference and/or expressed any views thereon.

17.0 JURISDICTION OF COURT:

The contract shall be deemed to have been entered into at Sindri and all cause of action in relation to this contract will, therefore, be deemed to have arisen only within the jurisdiction of Dhanbad court in the Dhanbad District in the State of Jharkhand.

SOR (Schedule of Rates)			
Cost Estimate for deployment of 29 nos security guard (without arms) and one supervisor for 12 months			
S.N.	Description	29 Security Guards (without arms) @ 714/-	01 Supervisor @ 784/-
1	Basic + VDA (a)	₹ 714.00	₹ 784.00
2	EPF @ 13 % of (a)	₹ 92.82	₹ 101.92
3	ESI @ 3.25% of (a)	₹ 23.21	₹ 25.48
4	Bonus @ 8.33% of (a)	₹ 59.48	₹ 65.31
5	Retrenchment Benefit @ 4.8% of (a)	₹ 34.27	₹ 37.63
6	Leave Benefit @ 5% of (a)	₹ 35.70	₹ 39.20
7	NH @ 0.96% of (a)	₹ 6.85	₹ 7.53
8	Gross Total (b) =	₹ 966.33	₹ 1,061.07
9	Contractor Profit @ 10% of (b)	₹ 96.63	₹ 106.11
10	Total Amount for One Manday	₹ 1,062.96	₹ 1,167.18
11	Amount for 365 Days	₹ 3,87,980.40	₹ 4,26,020.70
12	Uniform Lumpsum Yearly per person	₹ 2,500.00	₹ 2,500.00
13	Total Amount for One Man for 365 Days	₹ 3,90,480.40	₹ 4,28,520.70
14	Total Amount for all manpower for 365 days	₹ 1,13,23,931.60	₹ 4,28,520.70
15	Total Estimated Amount in Rs.	₹ 1,17,52,452.30	

Note :

1. In price bid, Bidder shall quote their contractor profit in percentage (up to two decimal).
2. **Contractor profit/Service Charges per man day will be calculated from quoted percentage rate by bidder in price bid over Gross Total only (as indicated in above table as Gross total (b)).**
3. **Contractor profit/Service charges quoted shall be firm and subject to no escalation whatsoever during the contractual completion period including extended period.**
4. In case of revision of Minimum Wages & other statutory (EPF, Bonus, Retrenchment), the same will be reimbursed. However contractor profit/Service Charges will not increase on escalated wages.
5. Uniform Lumpsum Yearly per person as mentioned in clause no. 12 will be fixed as Rs. 2,500 per year per security guard / supervisor. Total amount for uniform for this contract will be Rs. 2,500 X 30 = Rs. 75,000. The same will be added in total quoted rate to calculate contract price. No additional amount for uniform will be paid to agency for any change in security personnel deployed by Agency.

Sign & Stamp of Bidder

Format of Price Bid (BOQ)/ Financial Bid

Tender Inviting Authority: BUH, HURL Sindri Project								
Name of Work: Deployment of Private Security at HURL Sindri Project								
Name of the Bidder/ Bidding Firm /								
PRICE SCHEDULE (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY) (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)								
NUMBER	TEXT #	NUMBE	TEXT #	NUMBER	NUMBER #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Wages rates excluding Contractor profit as mentioned in SOR in Rs. P	contractor profit in Percentage To be entered by the Bidder in upto two decimal only (%)	Contractor Profit per manday Rs. P	TOTAL AMOUNT Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	7	8	14	15
1	Deployment of 29 nos Security Guard (without arms) and one supervisor							
1.01	Deployment of 29 nos Security Guard (without arms) Note - Wages details are mentioned in SOR (Schedule of Rate) part of tender document	10585	Mandays	966.33		0.00	10228603.05	INR One Crore Two Lakh Twenty Eight Thousand Six Hundred & Three and Paise Five Only
1.02	Deployment of 01 nos Supervisor Note - Wages details are mentioned in SOR (Schedule of Rate) part of tender document	365.00	Nos	1061.07		0.00	387290.55	INR Three Lakh Eighty Seven Thousand Two Hundred & Ninety and Paise Fifty Five Only
Total in Figures							10615893.60	INR One Crore Six Lakh Fifteen Thousand Eight Hundred & Ninety Three and Paise Sixty Only
Quoted Rate in Words		INR One Crore Six Lakh Fifteen Thousand Eight Hundred & Ninety Three and Paise Sixty Only						
<div style="display: flex; align-items: center;"> BoQ1 + </div>								

Note: -

- For items mentioned in SOR, the bidder has to quote in BOQ of price bid. Bidder is required to quote contractor profit in percentage up to two decimals only in BOQ2 for each line item (i.e. for deployment of 29 nos Security guard (without arms) and 01 no of Supervisor). Bidder shall not quote negative contractor service charge for SOR items.
- The quoted rate/amount by the bidder shall be inclusive of all taxes and duties etc. but exclusive of the GST. Bidder must quote their rates exclusive of GST. The GST shall be paid extra as per applicable rates.

`Sign & Stamp of Bidder

Annexure-1

**TECHNO-COMMERCIAL PROPOSAL BID FORM
(To be Submitted on the Letter Head of Bidder)**

Bidder's Techno-Commercial Proposal Ref. No.:

Bidder's Name & Address :

Date:

Person to be contacted :

Designation :

Tel. No(s) :

Mobile No. :

Fax No(s) :

E-mail address:

To

Tender Committee,

HURL Sindri Project,

Old FCIL Office Complex,

Sindri, Dhanbad , PIN - 828122

Dear Sirs,

- 1.0 Having examined the Bidding Documents bearing No. HURL/Sindri/C&M/21-22/957 Dated 28-10-2021, including its subsequent amendments and clarifications, if any, issued by Owner, the receipt of which is hereby acknowledged, we the undersigned, offer to complete the work under the above-named Package in full conformity with the said Bidding Documents and hereby furnish our Techno-Commercial Proposal.
- 2.0 We have understood the instructions and the terms & conditions mentioned in the Bidding Documents furnished by you and have thoroughly examined the specifications laid down by you in the Bidding Documents and are fully aware of the nature of consultancy services required.

Attachments to the Bid form (Techno-Commercial Bid):

In line with the requirement of the Bidding Documents we enclose herewith the following Attachments to the Bid Form (Techno-commercial) Bid:

- a) Power of Attorney as per requirement mentioned in NIT.
- b) Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD) / MSE Certificate for exemption.

`Sign & Stamp of Bidder

- c) Similar work experience Documents as required in accordance with Clause 5.1 of Qualifying Requirements / Pre-Qualification Criteria (PQC) of tender document
- d) Audited Annual Statements (Balance Sheet and Profit & Loss account statements) in accordance with Clause 5.2 of Qualifying Requirements / Pre-Qualification Criteria (PQC) of tender document
- e) Copy of Valid PASARA License in accordance with Clause 5.3 of Qualifying Requirements / Pre-Qualification Criteria (PQC) of tender document
- f) Signed, Stamped and Scanned copy of Company Registration certificate, GSTIN Registration, PAN Card, EPF Registration and other documents in accordance with Clause 5.4 of Qualifying Requirements / Pre-Qualification Criteria (PQC) of tender document
- g) Signed, Stamped and Scanned copy of last three financial year ITR
- h) Signed and stamped copy of each page of tender documents as a token of acceptance indicating read, understood and accepted the Terms & Conditions mentioned in tender documents.
- i) Signed, Stamped and Scanned copy of affidavit on company letter head as specified in Annexure A of tender document.
- j) Signed, Stamped and Scanned copy of Tender Acceptance Letter as per Annexure-B & Letter of authorization to submit bid.
- k) Signed, Stamped and Scanned copy of No deviation Certificate as per Annexure-C.
- l) Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director, in the format as enclosed as Annexure- D of Tender Document.
- m) Signed, Stamped & Scanned copy of format For Electronics Payment as per Annexure-E
- n) Any other document asked for in the Bidding Documents.

3.0 COMPLIANCE TO THE PROVISIONS OF THE BIDDING DOCUMENTS

- 3.1 We have read all the provisions of the Bidding Documents and confirm that notwithstanding anything stated elsewhere in our bid to the contrary, the provisions of the Bidding Documents, are acceptable to us and we further confirm that we have not taken any deviation to the provisions of the Bidding Documents anywhere in our bid.

We have furnished our compliance to the provisions of the Bidding Documents and its subsequent Amendment(s)/Clarification(s)/Addenda/Errata by furnishing "NO DEVIATION CERTIFICATE".

`Sign & Stamp of Bidder

We hereby confirm that any deviation, variation or additional condition etc. or any mention, contrary to the provisions of Bidding Documents and its subsequent Amendment(s)/Clarification(s)/ Addenda/Errata (if any) found anywhere in our bid proposal, implicit or explicit shall stand unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing which our bid security shall be forfeited.

- 3.2 We further declare that additional conditions, variations, deviations, if any, found in the bid, shall not be given effect to.
- 1.0 We undertake, if our bid is accepted, to commence the work immediately upon your Notification of Award to us.
- 5.0 We agree to abide by this bid for a period 120 days from the date of opening of Techno-Commercial bids as stipulated in the Bidding Documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
- 18.0** Until a formal Contract Agreement is prepared and executed between us, the bids, together with your written acceptance thereof in the form of your Notification of Award shall constitute a binding contract between us.
- 19.0** We understand that you are not bound to accept our bid or any other bid you may receive.
- 20.0** We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.
- 21.0** We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
- 22.0** We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature)

Date

Name & Designation.....

Place

Name of the Company.....

(Seal of Company)

`Sign & Stamp of Bidder

Annexure-2

To, Tender Committee, HURL Sindri Project. Sindri, Dhanbad, Jharkhand - 828122						Date:	
Tender No:							
Work of the subject tender							
Bidder's Name							
In order to meet the Qualifying Requirement of above tender No., we submit as under:							
Summary of Details & Documents in Support of PQC							
PQC 5.3	PASARA License Details	License Number					
		License Issue Date					
		License Valid up to					
PQC 5.4	GST/PAN/EPF Details	GSTIN Number					
		PAN Number					
		EPF Number					
PQC 5.2	Details of Annual Turn Over for the preceding three years.	Financial Year		Turnover (Rs.)			
		Average Annual Turnover for the preceding three (3) financial years					
PQC 5.1 – Details of Similar Work Experiences							
S.N	Description of Work	Work Order No. & Date	Work Order Value (Rs.)	Completion Certificate No.	Completion Certificate Date	Actual Date of Completion	Actual Executed Value (Rs.)

Note: Bidder must submit all requisite documents mentioned above in support of their meeting the PQC requirement.

Yours Faithfully,

(Signature of the Bidder with Official Seal)

‘Sign & Stamp of Bidder

Annexure-A

TO BE SUBMITTED ON COMPANY LETTER HEAD

AFFIDAVIT

I, _____, being proprietor / partner / Director /authorized representative of M/s _____, do hereby solemnly affirm and state as under:

1. I, am submitting the tender for Deployment of private security at HURL, Sindri project at HURL Sindri Project against Tender Notice Number _____ dated_____.
2. That I/ we/ our partners/ directors do not have any relative working in Hindustan Urvarak & Rasayan Limited.
3. That I/we hereby declare that M/s_____is neither put on Holiday nor Black-listed by any Government/ PSU/ Private firm or Financial Institution.
4. That all information furnished by me/ us in respect of fulfilment of eligibility criteria and information given in this tender is complete, correct and true.
5. That all documents / credentials submitting along with this tender are genuine, authentic, true and valid.
6. That the price bid is unconditional.
7. That I/ we shall comply with all the statutory provisions as laid down under various Labour Laws/ Acts/ Rules like minimum wages, Provident Fund, ESI, Bonus, Gratuity, Contract Labour Act and other Labour Laws/ Acts/ Rules in force from time to time at my/ our own cost.
8. I/We indemnify hereby HURL against all repercussions arising out of non- compliance of the foregoing in any case.
9. That if any information or document submitted is found to be false/ incorrect, the Department may cancel my/ our tender and action as deemed fit may be taken against me/ us including termination of the contract, forfeiture of all dues including earnest money and blacklisting of me/ our firm and all partners of the firm etc.

Deponent

Verification

I, deponent, above named do hereby verify that contents of the above affidavit are true and correct to the best of my knowledge and belief.

Deponent

`Sign & Stamp of Bidder

Annexure-B

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,
Tender Committee, Sindri Project, HURL

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

- as per your advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents to (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

`Sign & Stamp of Bidder

Annexure-C**NO DEVIATION CERTIFICATE**

Bidder's Name & Address :	To, BUH, HURL Sindri Project, Old FCIL Office Complex, Sindri Project, HURL Sindri, Dhanbad, Jharkhand, 828122
---------------------------	--

1. With reference to our Bid (Reference No. dated) for Deployment of private security at HURL, Sindri project at HURL Sindri Project, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendments(s) / Clarification(s) / Addenda / Errata (if any) issued by the Owner prior to opening of Techno – Commercial Bids and the same has been taken into consideration while making our Techno – Commercial Bid & Price Bid and we declare that we have not taken any deviation / exceptions in this regards.
2. We further confirm that any deviation variation or additional conditions etc or any mention, contrary to the Bidding Documents and its Amendments(s) / Clarification(s) / Addenda / Errata (if any) as mentioned at 1.0 above found anywhere in our Techno – Commercial Bid and / or price Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing which the Bid Security shall be forfeited.

For and on behalf of :

Stamp & Signature :

Name :

Designation :

Date :

`Sign & Stamp of Bidder

Annexure-D

**PROFORMA OF CERTIFICATE
(TO BE SUBMITTED BY CEO/MD OF THE BIDDING COMPANY ON COMPANY'S
LETTER HEAD IN ORIGINAL)**

Ref. :

Date:

To
BUH, HURL Sindri Project,
Hindustan Urvarak & Rasayan Limited,
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)
Old FCIL Office Complex, PO- Sindri
Dhanbad, Jharkhand PIN – 828122

Sub:

Bidding Doc. No.

Dear Sir,

I, Mr. (CEO of the company / MD of the company), hereby certify that the data and documents furnished by M/s..... in respect of Techno-Commercial Evaluation are true and correct including the contents thereof.

I further, confirm that if at any point of time the declarations given in bid are found to be incorrect, HURL shall have the full right to terminate the contract and take any action as per provisions of contract including forfeiture of EMD/Security Deposit.

Yours faithfully,

(Signature)

Date

Name & Designation.....

Place

Name of the Company.....

(Seal of Company)

`Sign & Stamp of Bidder

Annexure-E**Format For Electronics Payment**

Bidders are required to submit the following details on the company's letter head for online transfer of amount to their account:

1.	Contractor Name / Company Name	
	Address:	
	Phone No.	
	E-mail ID	
2. a	Name of the Bank	
b.	Address of the Branch	
c.	Telephone No.	
d.	9 Digit Code number of the Bank and Branch appearing on the MICR Cheque issued by the Bank	
e.	11 Digit NEFT/IFSC Code of the Bank Branch	
f.	Account Type (SB/CC/CA)	
g.	Bank Account No.(as appearing on the Cheque)	
h.	Permanent Account Number (PAN) Under Income Tax Act.	
I	GST Registration Number	
j.	Name of Authorized Signatory	
k.	Contact Person Name	

We hereby declare that the particulars given above are correct and complete

Name

Designation

Date

Authorized signatory of the bidder

`Sign & Stamp of Bidder