

This tender floated in NIC - CPP Portal is with Tender ID: 2024\_HOCL\_825607\_1 dt. 11/09/2024 and GeM Portal with **GeM Bid No.** GEM/2024/B/5392518 dt. 12/09/2024. The due date for submission is **26/09/2024 at 02:00 PM**.

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# TENDER NOTICE FOR REPAIR OF STRUCTURAL PLATFORM

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ANNEXURE-I

## **GENERAL TERMS AND CONDITIONS OF THE TENDER**

EMD - ₹40,100/- (Not applicable to NSIC / SSI / MSME/PSU) shall be paid by through NEFT/RTGS & Bank Guarantee.

Bank Details - State Bank of India

- A/c No. 37881840330 - IFSC - SBIN0013551

Branch Name - Belapur, Mumbai

# EMD of the tenderer will be forfeited under the following conditions:-

- 1. If after opening of the tender, the tenderer revokes his tender or increase his quoted rates.
- 2. If the tenderer does not commence the work after awarding the contract.
- 3. No interest on EMD will be paid.
- 4. EMD of the successful tenderer will be adjusted against the security deposit.
- 5. EMD of unsuccessful bidders shall be refunded after finalization of the contract and no interest shall be payable.
- 6. The tender is revoked or varied during its validity period.
- 7. The Prices are increased unilaterally after the tender opening and during its validity.
- 8. The tenderer after intimation of acceptance of the tender fails to execute the agreement/or furnish security deposit within the stipulated time.

#### **Pre-qualification Criteria**

- Complete set of Tender Document duly filled in and signed by the Tenderer as prescribed in different clauses of the Tender Document.
- GCC duly filled in the relevant portions, signed and stamped all the pages by the tenderer (The tenderers have to download the GCC (General Conditions of Contract) from our web site <a href="www.hoclkochi.com">www.hoclkochi.com</a> and the same has to be returned along with the technical bid duly signed and stamped in all pages.

# Pre-qualification Criteria (Not applicable to already registered vendor of HOCL)

- Information regarding tenderer as stipulated in Clause.1.
- Details of work of similar type and magnitude carried out by the tenderer as stipulated in Clause.2.
- Organization chart giving details of field management at SITE, the tenderer proposes to have for this work including bio-data of the Site-in Charge and key personnel.
- In the case of MSME, necessary certificate (self attested) shall be submitted in the Technical Bid.
- The bidder should have well qualified workforce in adequate numbers for handling various stages of the work. The staff/workers details are to be furnished.
- The bidder should have adequate number of equipments/tools/tackles/staging materials in site condition for the execution of the work within the stipulated time. The equipment details should be furnished.
- Details of current commitments with copies of Work Orders to be submitted.
- Exceptions and deviations, if any, with reference to the Clause No. and page No. of Tender shall be submitted as a separate statement (Deviation Statement)
- Any other technical information the Tenderer likes to furnish.
- Completion certificates
- GSTN registration



## Clause - 1 & 2 (not applicable to MSME)

- Average annual financial turnover during the last 3 years, ending 31<sup>st</sup> March of the previous financial year, should be at least ₹5 Lakhs. (Details of annual financial turnover to be submitted with Documentary proof).
- 2. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:

Three similar completed works costing not less than the amount equal to ₹6.41 Lakhs.

ΛR

Two similar completed works costing not less than the amount equal to ₹8.01 Lakhs.

ΩR

One similar completed works costing not less than the amount equal to ₹12.82 Lakhs.

- 3. The parties who have been blacklisted / put in holiday list or parties in respect of whom action has been initiated for Blacklisting / Holiday listing by HOCL/any government / Quasi government agencies or any PSUs shall not be considered for award of job. The tenderer should give a written declaration regarding the same.
- 4. In addition to Clause No.3.7 of our GCC, the tenderer who do not meet the basic requirements (technical / commercial) as per the tender enquiry document and any other important condition having significant bearing on the cost / utility / performance of the required goods, services etc. will be treated as unresponsive and the tender will be liable to rejection.

#### Performance Security

Performance security shall be 10% of total work order value of the contract. It shall be furnished within 21 days after notification of award and it shall be released after the defect liability period.

Performance Security shall be furnished in the form of Account Payee Demand Draft/ Bank Guarantee issued from any Commercial Bank in India/ on online payment in an acceptable form.

# • Liquidates Damages

If the work is not completed within the stipulated time, the contractor is liable to pay a LD of ½% of the total contract value **per week** of the delay or part there of subject to a maximum of 5% of the contract value.

## **Liquidated Damages**

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#### **Period of Contract**

The period of the contract shall be **18 months** from the date of issue of work order/LOI.



## **SCOPE OF SUPPLY**

#### **Materials**

#### a. Contractor's Scope

All materials like MS flat and square rods, (for grill only), welding rod, welding machine, cutting torch with flash back arrestor, grinding machine etc. has to be arranged by the Contractor at his cost.

Contractor has to make his own arrangements to distribute the power through ELCB/Circuit Breakers. Scaffolding if required shall be brought and erected by the Contractor at his cost.

#### b. HOCL Scope

In case MS channels, angles and I beams required to Reinforce the structure will be given by HOCL at free of cost. HOC will provide compressed air, water and electric power at one point.

#### **Tools & Tackles**

#### a. Contractor's Scope

All the tools and tackles required for the satisfactory completion of the work shall be in the scope of the contractor.

## b. HOCL's Scope

Nil

## **General Site Cleaning**

Working site should always be kept cleaned up to the entire satisfaction of the Engineer/Officer-In-Charge. Upon completion of the work, all materials shall be transported to designated locations in HOCL premises as directed by the Engineer/Officer-In-Charge on daily basis. Material reconciliation has to be carried out before submitting the bill.

## **Time of Completion**

Time of completion for dismantling, erection and painting shall be within 20 days from the date of intimation to start the work at site. However, the party can start the fabrication of the grills against LOI.

#### **Validity of The Tender**

The tender shall be kept valid for acceptance for a period of **THREE months** from the last date prescribed for receipt of the tender.

A Tenderer shall not be entitled during the said period of three months without the consent in writing of the company to revoke or cancel his tender or to vary the tendered rate or any terms thereof.

## <u>Price</u>

The Contract will be awarded on fixed all-inclusive price unless otherwise specified. All rates in the tender shall cover applicable taxes, levies and duties. However applicable GST will be paid by HOCL subject to the successful tenderer having GST registration with Central Excise.

The price shall be quoted both in figures and words. In case a tenderer has quoted two different prices in words and figures the lower of the two will be considered valid and binding on the tenderer.



#### **Payment Terms**

- 60% payment will be made on completion of prefabrication work and certified by engineer in-charge within 30 days on pro rata basis.
- And 35% payment will be made on after the completion of erection and certified by engineer in-charge within 30 days on pro rata basis.
- Balance 5% payment will be kept as security deposit and it will be released after the completion of contract in all respects & completion of all obligations under the contract.

## **Contract Preference**

Contract / Price Preference or any other concessions applicable for **MSME / SSI Units /PSUs** will be as per latest Government of India Directives. For availing this benefit, the bidder shall make their claim in the Technical Bid itself and enclose necessary documentary evidence to prove their eligibility.

WE HAVE ALSO FLOATED TENDER IN NIC PORTAL. IF ANY PARTY QUOTED THROUGH NIC PORTAL AND BECAME  $L_1$  COMPARED TO THE RATES IN GeM PORTAL, WORK WILL BE AWARDED TO THE NIC BIDDER AND VICE VERSA.

#### **Defect Liability Period**

The contractor shall guarantee the entire work for a period of 12 months from the date of completion of entire works. Any damage or defect that may arise or lie undiscovered at the time of issue of completion certificate, connected in any way with the workmanship should be rectified by the contractor at his own expense as deemed necessary by the Engineer-in-Charge.

## <u>Agreement</u>

The contractor has to execute an agreement with HOCL in the prescribed format on a non judicial stamp paper of Rs. 200/- in case of placement of work order.

## **OTHER TERMS AND CONDITIONS**

#### General Conditions of Contract (GCC) of HOCL

The General Conditions of Contract of the company is applicable to, and forms part of the contract. The General Conditions of Contract of HOCL is available in the office of The Chief General Manager (P&A) of HOCL, Ambalamugal or can be downloaded from our Web site <a href="www.hoclkochi.com">www.hoclkochi.com</a>.

## Right to Issue Addendum

The company reserves the right to issue any addendum to the tender document to clarify/amend/supplement and/ or delete any of the conditions, clauses or terms stated in the tender documents. Each addendum issued shall be distributed to the tenderer or his authorized representative and each such addendum shall become part of the tender documents.

## <u>Arbitration of disputes</u>

"All disputes, differences, questions and claims arising out of, under or touching upon this Tender /Agreement/ Purchase Order/ Work Order shall be settled amicably between the parties through mutual discussion and failing that, such disputes, difference, questions or claims shall be referred for resolution through arbitration to the India International Arbitration Centre or a Sole Arbitrator to be appointed by the Chairman-cum-Managing Director of HOCL and the award of Arbitration shall be final and binding on the parties. The seat of the Arbitration shall be at Kochi, Kerala, India and the proceedings of the arbitration shall be held at Kochi, Kerala, India in accordance with the India International Arbitration Centre Act 2019 / Indian Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof for the time being in force.



#### ANNEXURE-II

## **SCOPE OF WORK**

## Scope of work includes but not limited to the following:

- Removal of existing corroded plates/gratings, ladder steps from the structural support. In case the structural supports are corroded, the same also shall be in the scope of contractor.
- 2. The removed platform grills, plates / grating, ladder steps has to be segregated, weighed, transported and dumped to yard as per the instruction of Engineer-in-Charge.
- Supply, fabrication and erection of platform grills on Column / stack or other equipments as per the instruction of Engineer-in-Charge. In case structural support of the platforms and hand rail are to be changed the same has to be replaced. Fabrication shall be as per the general arrangement drawing attached herewith.
- Preparation of necessary drawings, site measurement, supply & fabrication, delivery and erection of the same at site has to be completed within 20 days from the date of intimation to start the work.
- Removal of existing platform, erection of the platforms grills and welding etc. has to be completed within 10 days from the date of intimation to start the job. You have to put people on Round the Clock basis if situation warned and instruction from Engineer-in-charge for the completion of the site work.
- All materials like MS flat and rods, (for grill), tools, tackles, welding rod, welding machine, cutting torch with flash back arrestor, grinding machine etc. has to be arranged by the Contractor at his cost. In case MS channels, angles and I beams are required to reinforce the structure, same will be given by HOCL at free of cost. Proper re-conciliation statement has to be submitted to HOC after executing the work.
- All joints between flats should be full welded. The welding rod should conform to AWS-E-6013 (Advani/Essab/Modi make only). Cutting of handrails if required for the completion of the work shall be done, the same shall be refitted to its original position. HOC will provide compressed air, water and electric power at one point. Contractor has to make his own arrangements to distribute the power through ELCB/Circuit Breakers.
- The drawing shown is only indicative. Correct dimensions and contour has to be taken from the site. But you shall maintain the spacing of the flat as shown in the drawing.
- The joint between the grills should be on the beams provided on bottom of the platform. Joints on other areas will not be permitted in any case.
- 10. All side of the grill has to be full welded to the neck of the platform structure or toe guard.
- 11. The work is at elevations between 5Mtrs. to 85Mtrs. Hence, Contractor should take all safety precautions while working.
- 12. All safety appliances like safety shoes, helmet, safety belts etc. has to be arranged by the Contractor at his cost. Contractor is also advised to take necessary Insurance for the people employed by him. HOC will not entertain any claim whatsoever in the event of any accident.
- 13. Party has to start the job at site only after obtaining safety permit and all safety measures should be followed during the work.
- 14. HOC has the right to terminate the contract if the progress/performance of the work is found unsatisfactory. In such case the balance job will be carried out by any other agency at the cost and risk of the Contractor.
- 15. All the work at site/shop is subjected to stage inspection by HOC.



- 16. Material test certificate for MS flats/rods has to be submitted to HOC before starting the fabrication.
- 17. The quantity shown in the schedule of rate can increase or decrease of which the Contractor should be ready. But the rate will be same throughout the pendency of work.
- 18. All the fabricated Grills (platforms) has to be painted with one coat of epoxy primer & one coat of coal tar epoxy finish after proper surface preparation. (Surface preparation should be as per SSPC-SP-2-63).

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DFT - a. Primer - 1 (33 + 3)
b. Finish - 1 (90)
```

Total DFT of all two coats - 123 microns (min)

- 19. The contractor has to make arrangement to paint the grills (platform) after welding with one coat of epoxy primer& one coat of coal tar epoxy finish in the welded portions.
- 20. All other structural's has to be painted with One coat of Zinc Phosphate Epoxy Primer & Two coats of Epoxy finish paint after proper surface preparation. Surface preparation should be as per SSPC-SP-2-63

```
DFT - a. Primer - 1 (33 + 3)
b. Finish - 2 (33 + 3)
```

Total DFT of all two coats - 100 microns (min)

- 21. The contractor has to make arrangement to paint the other structural's after welding / cutting with One coat of Zinc Phosphate Epoxy Primer & Two coats of Epoxy finish paint in the welded portions.
- 22. Scaffolding if required shall be brought and erected by the Contractor at his cost.
- 23. The removed platform grills, plates/grating, ladder steps, all debris arising out of the job has to be segregated, weighed, transported and dumped to the yard as per the instruction of Engineer-in-Charge.
- 24. Proper material reconciliation statement has to be made and presented along with the final bill.
- 25. The paints used for the above work shall be from the following manufacturers only.
  - 1. Asian Paints (India) Ltd:
  - 2. Bombay Paints, Berger Paints India Ltd:
  - 3. Goodlass Nerolac Paints Ltd:
  - 4. Garware Paints
  - 5. Jenson & Nicholson
  - 6. Shalimar Paints

#### NOTE:

- 1. Erection and hot works at site can be done on clearance from Production Department, however the contractor has to complete the prefabrication works as per instruction of engineer- in-charge well in advance.
- 2. Item No.3 (Service No. 1001730) in BoQ (Bill of Quantities):- Erection of gratings is not envisaged for this item. Contractor has to supply the grating as per the above scope of work and stack safely at a place as instructed by the Engineer-in-Charge.
- 3. If the erection is not possible due to any reasons attributable to HOCL, payment will be made as per Clause No.3 (i.e. in such case, payment for the quantities will be made in the item rate for item No.3 as in pro rata basis). Balance payment will be made when the erection is completed. No LD Clause will be applicable in such case if the cause of delay is attributable to HOCL. However, if the delay is due to any reason attributable to contractor, LD will be applied by HOCL as per Tender terms.



**ANNEXURE-III** 

# **COMPLIANCE / NO-DEVIATION STATEMENT**

It is hereby stated that the quotation/offer submitted by us is in full compliance with all the documents issued against the enquiry and also further confirmed that there is no deviation from all the terms and conditions as per the enquiry.

signature or the remuerer	•	
Name of the Tenderer	:	
Address	:	
Place :		SEAL
Date :		

Signature of the Tenderer :



**ANNEXURE - IV** 

# **COMPLIANCE OF GENERAL CONDITIONS OF CONTRACT (GCC)**

It is hereby stated that we have read and understood General Conditions of Contract (GCC) and confirm that we abide by all the terms and conditions of GCC.

Signature of the Tenderer	:	
Name of the Tenderer	:	
Address	:	
Place :		SEAL
Date :		



#### **ANNEXURE-V**

## **CHECK LIST**

**EMD** - ₹40,100/- (Not applicable to NSIC / SSI / MSME/PSU) shall be paid by through NEFT/RTGS & Bank Guarantee.

Bank Details - State Bank of India

- A/c No. 37881840330

- IFSC - SBIN0013551

Branch Name - Belapur, Mumbai

## **Pre-qualification Criteria**

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  of the Tender Document.
- GCC duly filled in the relevant portions, signed and stamped all the pages by the tenderer (The tenderers
  have to download the GCC (General Conditions of Contract) from our web site <a href="www.hoclkochi.com">www.hoclkochi.com</a> and the
  same has to be returned along with the technical bid duly signed and stamped in all pages.

## Pre-qualification Criteria (Not applicable to already registered vendor of HOCL)

- Information regarding tenderer as stipulated in Clause.1.
- Details of work of similar type and magnitude carried out by the tenderer as stipulated in Clause.2.
- Organization chart giving details of field management at SITE, the tenderer proposes to have for this work including bio-data of the Site-in Charge and key personnel.
- In the case of MSME, necessary certificate (self attested) shall be submitted in the Technical Bid.
- The bidder should have well qualified workforce in adequate numbers for handling various stages of the work. The staff/workers details are to be furnished.
- The bidder should have adequate number of equipments/tools/tackles/staging materials in site condition for the execution of the work within the stipulated time. The equipment details should be furnished.
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- Any other technical information the Tenderer likes to furnish.
- Completion certificates
- GSTN registration



## Clause - 1 & 2 (not applicable to MSME)

- 5. Average annual financial turnover during the last 3 years, ending 31<sup>st</sup> March of the previous financial year, should be at least ₹5 Lakhs. (Details of annual financial turnover to be submitted with Documentary proof).
- 6. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:

Three similar completed works costing not less than the amount equal to ₹6.41 Lakhs.

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Two similar completed works costing not less than the amount equal to ₹8.01 Lakhs.

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One similar completed works costing not less than the amount equal to **₹12.82 Lakhs.** 

- 7. The parties who have been blacklisted / put in holiday list or parties in respect of whom action has been initiated for Blacklisting / Holiday listing by HOCL/any government / Quasi government agencies or any PSUs shall not be considered for award of job. The tenderer should give a written declaration regarding the same.
- 8. In addition to Clause No.3.7 of our GCC, the tenderer who do not meet the basic requirements (technical / commercial) as per the tender enquiry document and any other important condition having significant bearing on the cost / utility / performance of the required goods, services etc. will be treated as unresponsive and the tender will be liable to rejection.

Signature of the Tenderer	:
Name of the Tenderer	:
Address	:
Place :	
Date :	