

**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](http://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**

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## **INSTRUCTION TO BIDDERS**

1. Online bids are invited on two bid system for “Renovation work of water fountain in front of Admin Building of HURL Sindri Project” **Tender No.: HURL/Sindri/C&M/20-21/347”**. Manual bids shall not be accepted.
2. Tender documents may be downloaded from HURL web site [www.hurl.net.in](http://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	27-07-2020 , 09:00AM
Bid Document Download / Sale Start Date	27-07-2020 , 09:00AM
Bid Submission Start Date	27-07-2020 , 09:00AM
Bid Document Download / Sale End Date	11-08-2020 , 01:00PM
Bid Submission End Date	11-08-2020 , 01:00PM
Bid Opening Date	12-08-2020 , 01:00PM

5. **Technical Qualification :**

Bidders shall submit following documents in technical bids for technical bid evaluation-

- i) The Bidder must have satisfactorily executed Similar Works\* in Government Sector or large reputed Private Sector Enterprises during the last seven years ending last day of month previous to the one in which bids are invited with minimum work order (s) as per below :

One completed work with contract value not less than INR 5.2 Lakhs

OR ,

Two completed works each with contract value not less than INR 3.3 Lakhs

OR,

Three completed works each with contract value not less than INR 2.6 Lakhs

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As a documentary proof for above, the bidder shall submit attested photo copies of work orders performed with full technical details including detailed scope of work and completion/Acceptance certificate from End user/Owner regarding satisfactory completion indicating the period of completion. Completion certificate for works issued by a private organization shall be supported by TDS certificates.

\*Similar works mean Construction, installation & commissioning of water fountains or repairing and maintenance work of water fountains. 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.

- ii) Average Annual financial turnover during last three (03) financial years of the bidder should be at least INR 2.6 Lakhs. For evaluation of same, Bidder shall submit Audited Annual Statements (Balance Sheet and Profit & Loss account) of the company for three (3) financial years. Last three (03) financial years will be considered as i.e. FY 2019-20, 2018-19 & 2017-18. In case, the bidder has not obtained audited balance sheet and Profit & Loss statement of FY2019-20, then they shall mention the same in writing and submit audited balance sheet and Profit & Loss statement of Financial year 2018-19, 2017-18 & 2016-17. The same will be considered for evaluation of average financial turnover. Audited annual statement shall be certified by CA with membership number.
- iii) The bidder must sign in each page of tender documents as a token of acceptance indicating read, understood and accepted the Terms & Conditions mentioned in tender documents.
- iv) 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 Registration certificate, registration with EPF Organization, GSTIN Registration certificates, PAN card issued by Income Tax Department.

#### **6. 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.

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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 In case a bidder does not fill up any amount and leaves it blank or writing 'N/A' or put '-' against any item of Price Schedule, it shall be deemed that cost of such item (s) is included in other item by the bidder elsewhere in the quoted price. Incomplete Price Schedule may result into rejection of bid

6.6 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 Part-A and BOQ/SOR Part-B. The aggregate amount will be worked out as total derived price of all items of BOQ, shall be considered for evaluation and award.

6.7 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.

6.8 The unit price of each item mentioned in BOQ/SOR Part-A shall be derived after multiplying a factor (calculated as per below calculation) with estimated amount of unit rate for each item indicated in BOQ/SOR Part-A.

Multiplying factor =  $1 \pm \left\{ \frac{\text{Quoted amount by bidder in price bid for items mentioned in SOR Part-A} - \text{Total Estimated cost of SOR Part-A}}{\text{Total Estimated cost of SOR Part-A}} \right\}$

6.9 Bidder service charges in % on manpower services for item mentioned in SOR Part-B shall be derived as per followings-

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{ (Quoted amount by bidder in price bid for item mentioned in SOR Part-B– Total Estimated cost of SOR Part-B) X100 / (Total Estimated cost of SOR Part-B) }.

Bidder shall not quote negative service charges on item mentioned in SOR Part-B. If it is found negative then the bidder will be asked to submit the differential amount of quoted rate and estimated cost for SOR Part-B as security deposit against manpower services before award of contract.

6.10 If total quoted rate of Lowest (L-1) bidder is found lower than -15% (Minus fifteen percent) from total estimated cost of all items mentioned in BOQ/SOR then the bidder shall be asked to submit security deposit for amount of “85% value of total Estimated amount of all items as mentioned in SOR - Total Quoted Price by bidder in price bid” before award of contract.

7. **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.

8. 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. Tenderer who has downloaded the tender from the HURL website [www.hurl.net.in](http://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.

10. Intending tenderers are advised to visit again HURL web site [www.hurl.net.in](http://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. EMD Payment: Earnest Money Deposit is to be deposited **electronically by ECS/ RTGS/NEFT/DD/BANKERS CHEQUE** in the account of “**Hindustan Urvarak and Rasayan Limited, payable at Sindri**” at the below mentioned details. Bidders are required to submit the details of EMD payment at the time of Bid Preparation.

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

**Bank Name – State Bank of India**

**IFS CODE: SBIN0000185, Account No: 37238881938.**

12. EMD value: **Rs. 10,000.00** (Rupees Ten Thousand only).
13. Price Bid Validity date 120 days.
14. All NSIC / SSI / MSME registered vendors are exempted from submission of tender fee & EMD. **NSIC/SSI/MSME certificate must be submitted online to avail the exemption from furnishing the EMD.**

The Hard Copy of original instruments in respect of earnest money like DD etc. must be delivered to the Manager/Deputy Manager (Contract & Materials), Hindustan Urvarak & Rasayan Limited, Sindri Project, Old FCIL office complex, Sindri, Dhanbad -828122 on or before bid opening date/time as mentioned in critical date. Tenderer shall likely to be liable for rejection for non-submission of original payment instrument like DD,etc., against the submitted bid.

15. 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. HURL Sindri shall not be responsible for any postal /courier delay for submission of EMD and/or other original documents, if applicable.

17. **LOCAL CONDITIONS**

**17.1** 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 labour, 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.

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17.2 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 in INDIA and rules related to work permit and visa requirements in INDIA 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.

18. Bidders are required to carefully go through the entire scope of ENQUIRY, terms and conditions, and other requirements before quoting. They should feel free to contact HURL before submission of bid if they have any query on it. Once the bid is submitted, HURL will presume that the bidder has understood thoroughly the Scope of Supply along with terms & conditions and all these are acceptable to them.

**19. Guideline for submission of bid :**

**19.1 Technical Bid:**

The following documents are to be furnished by the Contractor along with Technical Bid as per the tender document:

- Signed, Stamped and Scanned copy of payment proof for Earnest Money Deposit (EMD).
- Signed, Stamped and Scanned copy of Certificates like Registration certificate, GST No, PAN No, TIN No, PF/ESI number, Latest Income Tax Clearance Certificate / ITR/ last three financial year audited balance sheet certified by CA. with membership number etc.
- Signed, Stamped and Scanned copy of Work Orders along with Completion/Acceptance Certificate from End User/OWNER performed in last 7 years with full technical details including detailed Scope of the Work, Contract value and Completion Period as mentioned in technical qualification on page no. 2 & page no. 3 of tender document. The Completion / Acceptance Certificate shall clearly indicate the LOI / Work Order no., Name of Work, Contract Value, Scope of Work, Contract period and actual Date of Completion.
- Signed, Stamped and Scanned copy of affidavit on non-judicial stamp paper of Rs. Ten only, as specified in **Annexure-A** of tender document. (Scan copy of same must be uploaded along with Technical bid and Hard copy of same must be delivered to the Manager/Deputy Manager (Contract & Materials), Hindustan Urvarak & Rasayan Limited, Sindri Project, Old FCIL office complex, Sindri, Dhanbad -828122 on or before bid closing date/time as mentioned in critical date)

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- Signed, Stamped and Scanned copy of Tender Acceptance Letter as per **Annexure-B** & Letter of authorization to submit bid.
- Signed, Stamped and Scanned copy of No deviation Certificate as per **Annexure-C**.
- Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director, in the format as enclosed as **Annexure- D** of Tender Document.
- Signed, Stamped & Scanned copy of format For Electronics Payment as per **Annexure-E**
- Signed, Stamped and Scanned copy of Tender Documents- Instruction to bidder, General Condition of contract, Scope of work and Special condition of contract, Schedule of Rates.
- 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.
- 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.

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

## 19.2 Price Bid:

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.

## 19.3 Checklist of documents to be submitted:

S.No	Item	Yes / No	Bid Ref.
I	Signed, Stamped and Scanned copy of Earnest Money Deposit(EMD) Enclosed or EMD exemption Certificate Enclosed.		
II	Signed, Stamped and Scanned copy of Certificates like Registration certificate, GST No, PAN No, TIN No, PF/ESI number, Latest Income Tax Clearance Certificate / ITR/ last three financial year audited balance sheet certified by CA. with membership number etc		
III	Signed, Stamped and Scanned copy of Work Orders along with Completion/Acceptance Certificate from End User/OWNER performed in last 7 years with full technical details including detailed Scope of the Work, Contract value and Completion Period		

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IV	Signed, Stamped and Scanned copy of affidavit on non-judicial stamp paper of Rs. Ten only, as specified in Annexure A of tender document.		
V	Signed, Stamped and Scanned copy of Tender Acceptance Letter as per Annexure-B & Letter of authorization to submit bid		
VI	Signed, Stamped and Scanned copy of No deviation Certificate as per Annexure-C		
VII	Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director, in the format as enclosed as Annexure- D of Tender Document		
VIII	Signed, Stamped & Scanned copy of format For Electronics Payment as per Annexure-E		
IX	Signed, Stamped and Scanned copy of Tender Documents from page 1 to page 24		
X	MSEs seeking exemption and benefits should enclose Signed, Stamped and Scanned copy of valid registration certificate, giving details such as validity, stores/services etc.		
XI	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.		

Note: Failure to Upload Authentic and Corrects Documents as mentioned at S.No I, II, III, IV,V,VI, VII, VIII, IX, X and XI of clause 19.3 (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.

- 20.0 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 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:
- To cancel the tender without reference to the bidders.
  - To postpone the due date and time.
- 21.0 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.
- 22.0 **SITE VISIT:** If needed, Bidder may visit the site before quoting their rates. For site visit, Prior permission has to be taken from General Manager (Projects).
- 23.0 HURL reserves the rights to assess bidder's capability and capacity to perform the contract.

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24.0 To know more about HURL, please visit our website [www.hurl.net.in](http://www.hurl.net.in)

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### **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  
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‘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.

- 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.

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- 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 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 colored (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.

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- 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 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**

**Policy Related - cppp-doe(at)nic(dot)in**

Or

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

Mobile No.- 9031000943 / 9414255204

Email id : [deepakkumar@hurl.net.in](mailto:deepakkumar@hurl.net.in) [mukeshbhinchar@hurl.net.in](mailto:mukeshbhinchar@hurl.net.in)

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

### **1. Scope of Contract**

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

### **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 tax & 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. GST charges shall be paid extra at actual by the owner limited to the GST charges indicated by the bidder in the summary of work.

4.2 Please note that the responsibility of timely payment of above taxes to statutory authorities thereupon lies with the 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 production 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.

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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/ P.O:** Shall be the date of issuance of Letter of Award (LOA).

6. **Completion Period/ Time Schedule**

Sl.No.	Particulars	Time Schedule/ Contract Period
1.	Completion of Total Work	a) Renovation work - 2 months from date of LOA. b) 1 year maintenance work from date of completion of the job/work.

7. **Payment Terms**

7.1 The Payment shall be done based on the executed quantity and the contract rate ( i.e. total/unit price as mentioned in clause no. 6.8 and 6.9, instruction to bidder of tender document). The payment shall be released as follows:

S.N.	Particulars	% of the value of work done
1	Value of actual work done against submission of running bill shall be released within 30 days after certification by EIC after recovering of the following: 1. Statutory deduction as Income tax as applicable 2. Any other recovery if any	90%
2	After completion of maintenance work period and certification by the EIC.	10%

All the above payment shall be released within 30 days of submission of invoice by the party.

7.2 The Bills shall be submitted on running bill of running work on monthly basis.

7.3 **Tax deduction at source**

Income tax, as applicable as per income tax act, shall be deducted at source from the Contractor's bills and a certificate towards this deduction shall be issued to the Contractor.

8.0 **EARNEST MONEY DEPOSIT (EMD)**

8.1 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

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of MSME/NSIC/SSI, shall have to deposit security deposit of Rs. 10,000 after award of contract and before start of execution of work.

**8.2** The EMD of unsuccessful Bidders will be returned by HURL without any interest to the unsuccessful Bidders as promptly as possible on acceptance of Bid of the successful Bidder or when the Bidding process is cancelled by HURL, whichever is later. Where EMD has been paid by demand draft, the refund thereof shall be in the form of demand draft in favor of the unsuccessful Bidder(s). Bidders may indicate the name and address in whose favor the said demand draft shall be drawn by HURL for refund failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Transmittal Letter.

#### **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 Price reduction clause**

In the event of delay in completion beyond contractual completion period, price reduction @ 0.5% per week or part thereof subject to maximum 5% of total P.O value shall be recovered from Contractor's bill(s).

#### **11.0 Insurance**

**11.1** 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.

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

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

**11.4** The contractor shall be responsible for all statutory requirements in regard to the personnel in the contractor's employment.

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**12.0 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 currency of contract on risk & costs of contractor and / or forfeit security deposit

**13.0 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.

**14.0 SETTLEMENT OF DISPUTE:**

**14.1** 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 Unit Head/Incharge of the HURL, Sindri Project for arbitration and the award made in pursuance thereof shall be binding on the parties.

**14.2** 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.

**14.3** 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.

**15.0 Arbitration :** All cases of dispute arising during execution of contract shall be resolved by mutual discussion of parties operating the Contract. In the event of failure to do so, matter will be settled as per Arbitration and Conciliation Act, 1996, as amended from time to time.

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

**17.0 INTERPRETATION OF CONTRACT**

**17.1** The several contract documents forming the contracts are to be read together as a whole and are to be taken as mutually explanatory.

**17.2** 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

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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.

Sign of Contractor

XXXXXXXXXXXXXX

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## **Scope of Work :**

The scope of work includes the following major works:

1. Dismantling of old redundant fountain system.
2. Installation of 25 nos. water jets, 20 hp pump, water proof lighting.
3. 25mm & 50mm GI piping along-with along with required fittings.
4. Painting works for the basin wall and pipes
5. Manpower supply for one-year maintenance

**Completion Period:** Renovation work to be completed in 2 months from the date of issue of LOA. 1 year maintenance work to be carried out from date of completion of the job/work.

## **Special Condition of Contract (SCC)**

1. The work will be executed as per the BOQ items & CPWD specifications.
2. In case any item is required to be executed for completion of work which is not included in SOR, same shall be executed as per DSR rate after approval from EIC.
3. The quantity of any item of BOQ may vary to any extent for which no revision of rate will be applicable. Further, overall deviation limit shall be within  $\pm 10\%$  of the contract value. However, in case of any variation, contractor shall obtain approval of HURL prior to execution.
4. The payment shall be released on monthly basis with all statutory deduction.
5. 10% Security Deposit will be deducted in each RA Bills for items executed against SOR part-A. SD will be released only after payment of final bill and completion of maintenance work period and certification by Engineer in Charge .
6. The rates are inclusive of GST and no separate payment on account of GST shall be made reimbursed to the agency. However, contractor to submit the GST invoice failing which GST amount shall be kept under hold from R A Bills.
7. The contractor will have to engage one (01) experienced supervisor for the supervision and co-ordination of the works. He should be available during working hours for taking instruction from EIC for which no extra payment shall be made by HURL.
8. For proper execution of work, sufficient numbers of tools & tackles are to be provided by the agency at their own cost, nothing shall be paid extra for this.
9. The contractor should provide all the safety items and personal protective equipment's to all labours to be deployed by him and the contractor shall be fully responsible for the safety of his labours.
10. The contractor before the start of the work will take labour insurance (if required)
11. The contractor shall quote their rate considering that the labours will be given weekly off, holidays and other statutory benefits like annual leave & retrenchment benefit without any extra cost of HURL.

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12. The quoted rate shall also include the cost towards the statutory & non statutory benefits/compliances.
13. The rates once quoted shall be firm throughout the period of the contract.
14. Necessary scaffolding approach requiring ladders, platforms etc. for cleaning of areas equipment's or removing of cobwebs or for any other work, should be arranged by the contractor.
15. The contractor should also maintain records of wage payment, ESI or labour License, ITR etc (If required), and other documents with him and the same must be shown to the EIC or his representative on demand.
16. No minor, sick, old or medically unfit labours will be deployed for the work.
17. The contractor has to complete the work of any item of work within short notice as desired by officer-in-charge by increasing of manpower, T&P etc. for which no extra cost will be paid.
18. The contractor shall abide by all statutory rules and regulations of Local authority, State and Central Govt. as the case may be with regard to statutory benefits and non-statutory benefits prevailing at HURL-Sindri as applicable, at his own cost and hence the agency has to quote their rate accordingly by taking care of all these.
19. The contractor shall have P.F. code no. As per statutory requirements of provident fund Act, and extend the facilities of P.F. contribution of the act at his own cost and no extra claim shall be entertained by HURL on this account.
20. The contractor shall have to comply with the provision of payment of wages Act,1936 minimum wages Act, 1948, Employee liabilities 1938, and Workers compensation Act,1923. Industrial dispute Act,1947, contract labour (Regulation and abolition) Act,1970 with latest modification thereof or any other related law and rules made time to time. No extra claim shall be entertained by HURL on this account.
21. 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 along with contractor profit and GST as applicable.
22. HURL reserve the right to terminate the contract at any time during the contract period in case performance is not found satisfactory and work not carried as per instruction of Engineer-in-charge.
23. The price shall be firm and no variation in price shall be allowed on any account till execution of complete work.
24. Submission of Invoice: All invoices to be raised in the name of Hindustan Urvarak & Rasayan Limited and will be submitted to Engineer in Charge.
25. Price reduction/LD/Penalty Clause: In the event of delay in completion beyond contract completion period, price reduction@0.5% per week of part there-of subject to maximum 5% of total P.O. value shall be recovered from contractor's bill(s).

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**BOQ / SOR (Schedule of Rates)****BOQ/SOR Part-A**

S.N.	DSR Code	Description	Unit	Quantity	Rate	Amount
1	2.6.1	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge - All kinds of soil	CUM	60	181.85	₹ 10,911.00
2	2.24.1	Extra rates for quantities of works, executed - In or under water and/or liquid mud, including pumping out metre water as required- (depth 20%)	Metre Depth	60	36.37	₹ 2,182.20
3	2.26.1	Extra for every additional lift of 1.5 m or part thereof in excavation / banking excavated or stacked materials. All kinds of soil	CUM	60	90.4	₹ 5,424.00
4	13.61.1	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade- Two or more coats on new work	SQM	800	121.55	₹ 97,240.00
5	14.23	Pumping out water caused by springs, tidal or river seepage, broken water mains or drains and the like.	Kilo Litre	540	169.05	₹ 91,287.00
6	13.91	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	SQM	800	18.25	₹ 14,600.00
7	13.109.2	Finishing walls with water proofing cement paint of required shade Old work (One or more coats)	SQM	100	59.35	₹ 5,935.00
8	15.44.2	Dismantling G.I. pipes (external work) including excavation and refilling trenches after taking out the pipes, manually/ by mechanical means including stacking of pipes within 50 metres lead as per direction of Engineer-in-charge -Above 40 mm nominal bore metre 70.85	Meter	100	117.75	₹ 11,775.00
9	18.12.3	Providing and fixing G.I. pipes complete with G.I. fittings including trenching and refilling etc 25 mm dia nominal bore	Meter	8	364.55	₹ 2,916.40

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**Format of Price Bid (BOQ)/ Financial Bid**

1	<input type="button" value="Validate"/> <input type="button" value="Print"/> <input type="button" value="Help"/>		<b>Item Rate BoQ</b>					
4	Tender Inviting Authority: GM - Projects, HURL Sindri Project							
5	Name of Work: Renovation work of water fountain in front of Admin Building of HURL Sindri Project							
6	Contract No: M - 9031000943 / 9414255204							
8	Name of the Bidder/ Bidding Firm /							
9	<p align="center"><b>PRICE SCHEDULE</b></p> <p align="center">(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 )</p>							
10	NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	NUMBER #	TEXT #
11	Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
12	1	2	4	5	6	13	53	55
13	1	Renovation work of water fountain						
14	1.01	SOR Part - A : DSR & Non-DSR Items for Renovation work of water fountain	1.000	Nos	533794.35		0.00	INR Zero Only
15	1.02	SOR Part - B : Mandays for Renovation work of Water Fountain	1.000	Nos	114074.00		0.00	INR Zero Only
16	<b>Total in Figures</b>						<b>0.00</b>	INR Zero Only
	<b>Quoted Rate in Words</b>		<b>INR Zero Only</b>					

**Note:** - GST as applicable shall be extra to the above prices.

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**Annexure-A**

ON NON- JUDICIAL STAMP PAPER OF Rs. 10 DULY ATTESTED

**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 Renovation work of water fountain in front of Admin Building of 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,  
\_\_\_\_\_. G.M. (Projects) , HURL Sindri Project.

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:  
\_\_\_\_\_
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,  GM (Projects) ,  Old FCIL Office Complex,  Sindri Project, HURL  Sindri, Dhanbad, Jharkhand, 828122
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1. With reference to our Bid (Reference No. .... dated ..... ) for Renovation work of water fountain in front of Admin Building of 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  
G.M. (Projects),  
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) .....

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**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