

**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 **“Procurement of chemicals for water treatment at HURL Sindi project” Tender No.: HURL/Sindri/C&M/CHEMICALS/19-20/02”**.
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	01.04.2020 (11.00AM)
Bid Document Download / Sale Start Date	01.04.2020 (11.00AM)
Bid Submission Start Date	01.04.2020 (11.00AM)
Bid Document Download / Sale End Date	16.04.2020 (15.00PM)
Bid Submission End Date	16.04.2020 (15.00PM)
Bid Opening Date	17.04.2020 (11.00AM)

5. **Technical Qualification:**

**5.1** Bidder shall be either manufacture or trader of recognized brands of specified/mentioned chemicals i.e. ferric alum, bleaching powder, slacked lime, copper sulphate. As documentary proof, documents to be submitted in bid submission as per below-

- ❖ If bidder is manufacturer of specified/mentioned chemicals (i.e. ferric alum, bleaching powder, slacked lime, copper sulphate) then they shall submit credentials as valid license of manufacturing water treatment chemicals issued by government agency. They shall also submit company profile along with product and customer details.
- ❖ If the bidder is authorized dealer/trader of recognized brand manufacturing water treatment chemicals then they shall submit authorization trader certificate along with product details of manufacturing brand which shall proof that they are producing the specified/mentioned chemicals (i.e. ferric alum, bleaching powder, slacked lime, copper sulphate).

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**5.2** The Bidder must have supplied the required chemicals or similar water treatment chemicals for water treatment in large scale industry of private sector/PSU/Govt sector of state or central during last three (03) years ending last day of the month previous to the one on which NIT is invited, with minimum work order (s) as per below:

One completed work with contract value not less than INR 6.0 Lakhs

OR

Two completed works each with contract value not less than INR 3.75 Lakhs

OR

Three completed works each with contract value not less than INR 3.0 Lakhs

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.

As a documentary proof, the bidder shall submit attested photo copies of the following Documents-

- I. Copy of Work Orders performed in last 3 years with full technical details including detailed Scope of the Work and Completion Period.
- II. Completion/Acceptance Certificate from End User/OWNER regarding satisfactory performance in terms of quality and delivery indicating clearly the LOI / Work Order no., Name of Work, Contract Value, Scope of Work, Contract period and actual Date of Completion.

**5.3** The vendor shall not be black listed by any Government/ PSU/ Private firm or Financial Institution. As a documentary proof of same, Signed and stamped copy of affidavit on non-judicial stamp paper of Rs. Ten only, as specified in Annexure-A of tender document to be submitted along with technical bid.

## 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.

**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

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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 Before taking up the financial comparison, arithmetical errors, if any found in the price bid, shall be corrected as follows

(a) In case of any difference in the quoted percentage in Figures and in Words, the percentage quoted in words shall prevail.

(b) In the event of discrepancy between prices quoted in words and figures, the description in words shall prevail.

(c) In the event of an error occurring as a result of wrong extension of the unit rate and quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.

(d) All errors in totaling in the amount column and in carrying forward totals shall be corrected.

6.6 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

6.7 If the Bidder does not accept the corrections/adjustment as mentioned at 6.5 above, its Bid will be rejected and EMD shall be forfeited.

6.8 The financial comparison for selection of Lowest (L-1) Bidder / Contractor shall be done based on the total derived price and the arithmetical corrections/adjustment as mentioned above. The aggregate amount of supply of chemicals will be worked out as total derived price of all items of BOQ, shall be considered for evaluation and award.

6.9 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.

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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.

**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. 15,000.00** (Rupees Fifteen 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 must be delivered to the Manager/Deputy Manager (Contract & Materials), Hindustan Urvarak & Rasayan

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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 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.

**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,

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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 certificates of manufacturing/Authorized dealer or trader of water treatment chemicals as per details mentioned in Technical qualification part of NIT, page no.- 2 & 3.
- Signed, Stamped and Scanned copy of Work Orders along with Completion/Acceptance Certificate from End User/OWNER performed in last 3 years with full technical details including detailed Scope of the Work, Contract value and Completion Period as per details mentioned in Technical qualification part of NIT, page no.- 2 & 3.
- Signed, Stamped and Scanned copy of affidavit on non-judicial stamp paper of Rs. Ten only, as specified in **Annexure A** of tender document.
- 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 & Scanned copy of format For Electronics Payment as per **Annexure-D**
- Signed, Stamped and Scanned copy of All Tender Documents from page no. 1 to page no. 21.
- 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.
- 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.

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**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 certificates of manufacturing/Authorized dealer or trader of water treatment chemicals as per details mentioned in Technical qualification part of NIT, page no.- 2 & 3.		
IV	Signed, Stamped and Scanned copy of Work Orders along with Completion/Acceptance Certificate from End User/OWNER performed in last 3 years with full technical details including detailed Scope of the Work, Contract value and Completion Period as per details mentioned in Technical qualification part of NIT, page no.- 2 & 3.		
V	Signed, Stamped and Scanned copy of affidavit on non-judicial stamp paper of Rs. Ten only, as specified in Annexure A of tender document.		
VI	Signed, Stamped and Scanned copy of Tender Acceptance Letter as per Annexure-B & Letter of authorization to submit bid		
VII	Signed, Stamped and Scanned copy of No deviation Certificate as per Annexure-C		
VIII	Signed, Stamped & Scanned copy of format For Electronics Payment as per <b><u>Annexure-D</u></b>		
IX	Signed, Stamped and Scanned copy of All Tender Documents from page no. 1 to page no. 21.		

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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:
- a) To cancel the tender without reference to the bidders.
  - b) 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 and any clarifications please contact to Addl. General Manager (Sindri Project).
- 23.0 HURL reserves the rights to assess bidder's capability and capacity to perform the contract.

#### 24.0 **ASSISTANCE TO BIDDERS**

Any queries relating to the tender document and process of bid submission, bidders are requested to contact below respective Tender Inviting Authority

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)

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

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.

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.

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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	As per Delivery schedule mentioned in schedule of requirement

7. **Payment Terms**

7.1 The Payment shall be done based on the executed quantity and the contract rate. The payment shall be released as follows:

S.N.	Particulars	% of Invoice value
1	Payment of 80% invoice value of actual supply against submission of running bill shall be released within 30 days of submission of invoice by the party after certification by the owner and recovering of the following: 1. Statutory deduction as Income tax as applicable 2. Any other recovery if any	80%
2	After satisfactory sample test / result certified by the owner or within 10 days of 1 <sup>st</sup> payment of supplied lot	20%

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)/ SECURITY DEPOSIT (SD)**

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 of MSME/NSIC/SSI, shall have to deposit security deposit of Rs. 15,000 after award of contract and before start of execution of work. The security deposit shall be kept as performance guarantee and shall be refunded within six months from the date of

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expiry/ completion of the contract. However, the contractor will have to apply inwriting, along with original cash receipt for refund of security deposit.

**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). Once the maximum is reached, HURL may consider termination of the contract.

### **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.

**13.2** The goods supplied under the contract shall be fully insured in the currency of the bid price against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

**13.3** Where delivery of the goods is required by the Purchaser on a CIF or CIP basis to a

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specified destination, the Supplier shall arrange and pay for insurance, naming the Purchaser as the beneficiary and the Supplier shall be required to meet all transport and storage expenses until delivery.

**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 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.

However, wherever applicable, in case of settlement of commercial disputes between PSEs inter SE and PSE(s) and Government Department(s), the same shall be settled through Permanent Machinery of Arbitrators (PMA) setup in the Department of Public Enterprises (DPEs) as per the following Clause:

“In the event of any dispute or difference relating to the Interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator”. Dispute shall be decided by the Law Secretary or the

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Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator”.

The performance under this contract, shall not stop for any reason, whatsoever, during the said dispute / proceedings, unless the service provider is specifically directed by HURL to desist from working in this behalf.

**15.0 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.

**16.0 INTERPRETATION OF CONTRACT**

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

16.2 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.

Sign of Contractor

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## **Scope of work and Technical Specifications**

### 1. Scope of Work

For smooth operation of water treatment plant at HURL Sindri project, chemical dosing for water treatment is required to treat the raw water received from Damodar river at Sindri pump house and sanitary water is getting supplied to plant and Sindri Township. HURL Sindri project requires following chemicals with tentative requirement of 12 months to be supplied as per specification and schedule prescribed.

- Ferric Alum (IS-299:2012) Grade-4
- Stable Bleaching Powder.
- Copper sulphate
- Slaked/Hydrated lime

### 2. Technical Specification of Chemicals

#### **2.1 Ferric Alum (IS-299:2012) Grade-4 :**

- Ferric Alum as per IS299/2012 as in Grade-4.
- Colour – white to off white.
- water-soluble Aluminum compound ( $Al_2O_3$ ), percent by mass should not be less than 16%.
- Insoluble matter should be within 0.2% by mass.
- pH should be minimum 2.7.
- Soluble iron compound should be within 0.04% by mass.
- Presence of lead (Pb) should not be exceed 20 PPM.
- Organic impurities Phenolic compounds ( $C_6H_5OH$ ) should not be exceed 04 PPM.
- In case of materials for Grade- 4 free acidity should be within 0.5% by mass.
- Supplier should supply test certificate for purity along with every supply from IS approved laboratory or original manufacturer of the item.
- Packing – loose slab of 18-20 kg or in lumps form duly packed in 25/50 kg HDPE bag with polythene lined inside.

#### **2.2 Stable Bleaching Powder :**

- Stable bleaching powder confirming with IS-1065:1989.
- Bleaching Powder - Grade-1.
- Available chlorine % by mass (min.) - 32 to 34 % min.
- Moisture present by mass (max.) - 0.3.
- Stability loss of chlorine on the basis of initial available chlorine(max) - 1/15.

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- Particle size (passing through 1.70 mm IS sieve) % by mass (min.) - 99.5
- Supplier should supply test certificate for purity of the bleaching powder along with every supply from IS approved laboratory or original manufacturer of the item.
- Packing – In bags with double inner liner (25Kg HDPE bags) / In Drums with single inner liner (50Kg GI Drum / 50Kg HDPE Drum / 25Kg HDPE).

### **2.3 Copper Sulphate:**

- Copper sulphate as per IS 261:1982.
- The material should be packed water proof bags having 50kg weight.
- Supplier should supply test certificate for purity along with every supply from IS approved laboratory or original manufacturer of the item.

### **2.4 Slacked/Hydrated lime :**

- The material is manufactured as per Indian standards and conform to Indian specifications No. 1540-1990(Part-II) and tested as per IS No. 1514-1990.
- Percentage of Calcium Hydroxide should be minimum 80%
- The material is normally packed in New / Sound HDPE bags having 25kg weight
- Supplier should supply test certificate for purity along with every supply from IS approved laboratory or original manufacturer of the item.

## **Terms and Condition / Special Condition of Contract (SCC)**

1. Scope of work includes supply of the above-mentioned chemicals inclusive of all taxes and duties \*including GST as applicable on the date of supply at HURL Sindri and supply of these chemicals to the satisfaction of the Chief Manager (Mechanical), HURL-Sindri Project.
2. Material dispatched should be securely packed to avoid breakage/damage in transit failing which responsibility for any loss/damage etc. will be to the vendor's account.
3. Material will be delivered at site with three sets (1 set original and 2 sets of copies) of the following documents:
  - Invoice
  - Supported with proper challan (with each lot)
  - Material test certificate
  - Weighing slip of the material
4. The packaging containing the items must bear information in a prominent place outside each case/package with regard to consigner, consignee as Chief Manager (Mechanical), HURL- Sindri Project, Purchase order reference and case/package serial no. All the packages must contain inside along with material a packing list. This is to enable

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verification on arrival of the consignment at HURL store or when taking open delivery from carriers. Any loss resulting from the seller's failure to adhere to this instruction will be to the seller's account.

5. Material test certificate shall be issued by Government / NABL approved test lab on the basis of chemical analysis. Copy of Material test certificate along with supply shall be submitted to Chief Manager (Mechanical), HURL Sindri Project.
6. Date of manufacturing of supplied chemicals must not be more than one month old from the date of supply.
7. If material supplied are not of contract specification or otherwise not satisfactory for any reason the buyer shall be entitled to reject the supplies, cancel the order and buy the requirement from elsewhere. The buyer also deserves the right to forfeit the security deposit if any made by the seller for due performance of contract.
8. Any damage of packaging and not maintaining of technical standard would be rejected and same to be replaced with new chemicals packets.
9. Payment for items received but rejected during inspection would be withheld till replacement of same by a new identical item.
10. Materials rejected by the buyer will lie in the buyer's store at seller's risk and movement thereof will be the seller's sole responsibility. The buyer shall in no way be responsible for any deterioration of or damage to the material under circumstances whatsoever.
11. The vendor shall furnish warranty certificate for 6 months from date of supply for all chemical supplies.
12. Access to the Site : The Contractor shall allow Engineer in Charge (EIC), HURL or his authorized representative to access the site to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials plant are being manufactured, fabricated and/or assembled for the works or to provide the services.
13. If EIC- HURL or his authorized representative instructs the Contractor to carry out a test not specified in the Specification to check whether any supplied material has a Defect and the test shows that it does the Contractor shall pay for the test and any samples.
14. The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the NIT tender.
15. Payment Terms: The Payment shall be done based on the executed quantity and the contract rate. The payment shall be released as follows:
  - 80 percent of invoice amount to be released against material receipt at site.
  - Balance 20 percent amount will be released after satisfactory sample test/result or within 10 days of 1st payment.
16. All boarding/ lodging/ Transportation/ Local conveyance engaged for supply of chemicals to HURL- Sindri shall be in the scope of contractor.
17. Failing of chemicals as per specification during random sampling & testing from government approved test lab, buyer shall have full right to reject entire lot &

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cost of the sampling will be borne by vendor. Vendor has to replaced entire lot with new lot within 10 days of intimation.

18. First lot of the chemicals shall be supplied within 15 days of Purchase order issue date and quantity is twice as mentioned in delivery schedule/as directed by EIC, after that delivery schedule to be followed.
19. The price shall be firm and no variation shall be allowed on any account till execution of complete work.
20. 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 HURL Officer-in-charge.
21. Submission of Invoice: All invoices to be raised in the name of Hindustan Urvarak & Rasayan Limited and will be submitted to Engineer In charge, HURL Sindri Dhanbad (Jharkhand).
22. 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).
23. Any other deviation, exceptions, observations, if any of your offers and any subsequent corresponding which are contrary to the provision of the bidding document any amendments referred above shall stand withdrawn without any extra financial implication to owner.
24. The quoted rates/Prices shall include all the cost of materials, labours, taxes duties/levies except GST and other incidental expenses to complete the work as per the specification of Summary of work.

## Schedule of Requirement / Delivery Schedule

The delivery schedule expressed as days stipulates hereafter a delivery date which is the date of delivery at HURL Sindri Project, Sindri, Dhanbad (Jharkhand)?

Item No.	Description	Estimated Requirement for 12 months	Unit	Delivery Schedule
1	Ferric Alum (IS-299:2012) Grade-4	48	MT	quarterly consumption qty. of 12 MT to be dispatched, after every 60 days of last delivery at site / as per instruction of EIC
2	Stable Bleaching Powder	12	MT	quarterly consumption qty. of 3 MT to be dispatched, after every 60 days of last delivery at site / as per instruction of EIC
3	Copper sulphate	0.36	MT	30 days from date of LOI/as per instruction of EIC
4	Slaked/Hydrated lime	6	MT	quarterly consumption qty. of 1.5 MT to be dispatched, after every 60 days of last delivery at site / as per instruction of EIC

- First lot of the chemicals shall be supplied within 15 days of Purchase order issue date. After supply of first lot, Delivery schedule as per above to be followed for balance supplies.
- The delivery schedule is tentative and may be changed as per consumption of chemical on actual basis. Accordingly indent of supply (supply order) will be raised to the supplier.

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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><u>Item Rate BoQ</u></b>				
4	Tender Inviting Authority: Unit Head, HURL Sindri Project						
5	Name of Work: Procurement of Chemicals for water treatment at HURL Sindri Project						
6	Contract No: Deepak Kumar, Manager (C&M), M- 9031000943						
8	Name of the Bidder/ Bidding Firm / Company :						
9	<b>PRICE SCHEDULE</b>						
	(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)						
10	<b>NUMBER #</b>	<b>TEXT #</b>	<b>NUMBER #</b>	<b>TEXT #</b>	<b>NUMBER #</b>	<b>NUMBER #</b>	<b>TEXT #</b>
11	Sl. No.	Item Description	Quantity	Units	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	13	53	55
13	1	Ferric Alum (IS-299:2012) Grade-4	48.00	MT		0.00	INR Zero Only
14	2	Stable Bleaching Powder	12.00	MT		0.00	INR Zero Only
15	3	Copper sulphate	0.36	MT		0.00	INR Zero Only
16	4	Slaked/Hydrated lime	6.00	MT		0.00	INR Zero Only
17	<b>Total in Figures</b>					0.00	INR Zero Only
	<b>Quoted Rate in Words</b>			INR Zero Only			
	<input type="button" value="BoQ1"/> <input type="button" value="+"/>						

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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 Procurement of chemicals for water treatment at HURL Sindi 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

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**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)

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**Annexure-C**

**NO DEVIATION CERTIFICATE**

Bidder's Name & Address :	To,  AGM, HURL(Sindri Project)  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 Procurement of chemicals for water treatment at HURL Sindi 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****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