



HINDUSTAN URVARAK & RASAYAN LIMITED

(A JV of NTPC, CIL, IOCL, FCIL & HFCL)

Barauni Urvarak Nagar, Begusarai

P.O: Barauni, Distt: Begusarai (Bihar), Pin: 851115.

[Registered Office, SCOPE Minar, Core 4, 9th Floor, Laxmi Nagar District Center, Delhi-110092]

TWO-BID System Limited e –TENDER

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

HURL, Barauni 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 and relevant documents w.r.t. the same to be uploaded along with the bid by the bidders.

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 Barauni

DGM (PJ & ADMN)

HINDUSTAN URVARAK & RASAYAN LTD., BARAUNI
Open Tender Enquiry
Barauni Urvarak Nagar, Begusarai-851115

1. Online bids are invited on two bid system for “**Catering Agency for HURL Barauni Township, Mayur Bungalow**”. Manual bids shall not be accepted. Tender No.: HURL/BR/CC/19/04
2. Tender documents may be downloaded from HURL web site www.hurl.net.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE as in Point no. 4 of NIT.
3. Type of Tender: **E-Tender - Limited Tender** – Two bid – Percentage (%) rate.
4. **Critical Date Sheet: (tentative---shall be changed after approval & issue date)**

Published Date	15.10.2019 (11.00AM)
Bid Document Download / Sale Start Date	15.10.2019 (11.00AM)
Bid Submission Start Date	15.10.2019 (11.00AM)
Bid Document Download / Sale End Date	22.10.2019 (3.00 PM)
Bid Submission End Date	22.10.2019 (3.00 PM)
Bid Opening Date	23.10.2019 (3.00 PM)

5. **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.
6. 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.
7. Tenderer who has downloaded the tender from the HURL website www.hurl.net.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with HURL.

8. Intending tenderers are advised to visit again HURL web site www.hurl.net.in and CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.
9. EMD Payment: Earnest Money Deposit is to be deposited electronically by RTGS in the account of HURL 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 Net banking or NEFT/RTGS:
Bank Name – State Bank of India, CAG-II NEW DELHI (17313)
IFS CODE: SBIN0017313, Account No: 00000037880422277.
10. EMD value: **Rs. 15,200.00** (Rupees Fifteen Thousand Two Hundred only).
11. All NSIC / SSI registered vendors are exempted from submission of tender fee & EMD. NSIC/SSI certificate must be submitted online to avail the exemption from furnishing the EMD.
12. The Hard Copy of original instruments in respect of earnest money must be delivered to the DGM (PJ & Admin) Hindustan Urvarak & Rasayan Limited, Barauni Urvarak Nagar, P.O: Barauni, Distt.: Begusarai (Bihar), Pin: 851115 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.
13. 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 Price-Bid opening will be intimated latter.
14. HURL Barauni shall not be responsible for any postal /courier delay for submission of EMD original document.
15. **Guideline for submission of bid :**
Submission of Tender
 - 15.1 The tender shall be submitted online in two part, viz., technical bid and price bid.
 - 15.2 All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.
 - 15.3 The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.
- 16.1 **Technical Bid:**

The following documents are to be uploaded using digitally Signature Certificate (DSC) by the Bidder/ Contractor along with Technical Bid as per the tender document:

 - I. Signed and scanned copy of proof for payment of Earnest Money Deposit.
 - II. Signed and Scanned copy Certificates like GST No. etc.
 - III. Signed and Scanned Copy of Tender Acceptance Letter.
 - IV. An undertaking (self-certificate) that the agency hasn't been blacklisted by a Central / State/UT Government institution and there has been no litigation with any government department on account of IT services.
 - V. Signed and Scanned No near relative certificate
 - VI. Signed and Scanned No deviation Certificate
 - VII. Signed and Scanned Copy of Additional Special condition of contract and General Condition of contract.
 - VIII. Undertakings and Declarations for Non Tampering and Non-Engagement of Child Labour.

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

15.4 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 download this BOQ_XXXX.xls as it is and quote their offer/rates in the permitted/ specified column and 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.

15.5 Checklist:

Checklist of documents to be submitted online Yes/No:

SN	Item Description	Submitted Yes/No
(i)	Earnest Money Enclosed	
(ii)	Tender Acceptance Letter	
(iii)	Certificates like GST No. etc.	
(iv)	An undertaking that the agency hasn't been blacklisted.	
(v)	No near relative certificate	
(vi)	No deviation Certificate	
(vii)	Acceptance of Additional Special Condition of Contract and General Condition of contract.	
(viii)	Undertakings and Declarations for Non Tampering and Non-Engagement of Child Labour	

Instructions for Online Bid Submission:

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

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

1.0 REGISTRATION

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

2.0 SEARCHING FOR TENDER DOCUMENTS

- 2.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
- 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 / all corrigendum published on the tender document before submitting their bids.
- 3.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 3.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

4.0 SUBMISSION OF BIDS:

- 4.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 4.3 Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4.4 Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 4.5 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 4.6 The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 4.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.
- 4.8 Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 4.9 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 4.10 Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

4.11 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

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.

Or

Mr. Anayat Alam, Manager (C&I) / Vijay Kumar Yadav

Mr. B B Minz, DGM (PJ & Admn.) /Mr. Sanjay Kumar, CPJM.

Mobile No.:- 7781005841//7070818181/7781003933/8811095238

E-mail: alamanayat@hurl.net.in/yijaymca26@gmail.com/minzbb@hurl.net.in/kumarsanjay@hurl.net.in

XXXXXXXXXXXXXXXX

PERFORMA FOR BANK GUARANTEE IN LIEU OF CASH DEPOSIT (EMD) (On non-Judicial stamp paper of value – Five rupees for every Rs. 1000/- or part thereof provided that value of stamp duty shall not exceed ten thousand rupees)

Ref. No.:

Date:

To,
HURL Barauni
Dear Sirs,

In consideration of HURL having its registered office at HURL Core -4, 9th floor , Scope Minar, Laxmi Nagar District Centre , Delhi – 110092 (hereinafter called the ‘OWNER’ which expression shall unless repugnant to the subject or context include its successors and assigns) having issued Notice Inviting tender under specification no..... M/s..... having its registered office (head office) at(hereinafter called ‘TENDERER’) who wishes to participate in the said tender forand you as a special favour, have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of Rs.....valid uptoon behalf of the tenderer in lieu of Cash deposit required to be made by the tenderer, as a condition precedent for participation in the said tender.

We, theBank incorporated under law and having one of our branches at and having our head/registered office at..... (address) do hereby unconditionally and irrevocably guarantee and undertake to pay to the ‘OWNER’ immediately on demand without any demur, reservation, protest, context and recourse to the extent of the said sum of Rs.....(Rupees only). Any such claim/demand made by the said ‘OWNER’ on us shall be conclusive and binding on us irrespective of any dispute or differences raised by the tenderer.

This Guarantee shall be irrevocable and shall remain valid upto If any further extension of the Guarantee is required, the same shall be extended to such required period on receiving instruction from M/son whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on thisday ofat

WITNESS:

1) Signature: Signature:
Name: Name:

2) Signature.....
Name:

OFFICIAL ADDRESS:

(DESIGNATION WITH BANK STAMP)

Authorization No.....

DATE

NOTE: - THIS STAMP PAPERS SHALL BE PURCHASED IN THE NAME OF BID GUARNTTEE ISSUING BANK

GUIDE LINES FOR SUBMISSION OF BANK GUARANTEE

1. The Bank guarantee should be as per enclosed format on Non-judicial stamp paper valuing Rs. 5/- for every Rs. 1000/- for a maximum limit to Rs. 10,000.00. The non-judicial stamp paper should be purchased in the name of issuing bank.
2. Bank Guarantee shall be executed on non-judicial stamp paper of applicable value purchased in the name on the bank.
3. Two persons should sign as witnesses mentioning their full name and address.
4. The executors (Bank Authorities) should mention the power of attorney No and date executed in his/her favor authorizing him/them to sign the document or produce the Photostat copy of power of attorney.
5. Non - judicial stamp paper shall be used within 6 months from the date of purchase of the same. Bank Guarantee executed on the stamp paper of more than 6 month old shall not be treated as valid.
6. The contents of Bank Guarantee shall be strictly as per our Performa.
7. Each page of Bank Guarantee shall bear signature and seal of the Bank.
8. All conditions, corrections, deletions in the bank guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. EMD / BG shall be accepted from only Nationalized Banks or any scheduled Banks as listed in the second schedule of Reserve Bank of India Act 1934 or from HURL approved banks.
10. Security Deposit or Contract Performance BG shall be accepted from any Nationalized Bank or from HURL approved Banks.
11. HURL approved banks are listed in Annexure enclosed.
12. Bank guarantee shall be kept valid for 365 days from the date of bid opening.

CHECK LIST

SN	Details of Checks	Yes/No & Remark
1.0	Is the BG on non-judicial stamp paper of appropriate value as per stamp act?	
2.0	Whether the date, purpose of purchase of stamp paper and name of purchaser are indicated on the back of stamp paper under the signature of the Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased in the name of the executing bank or the party on whose behalf the BG has been issued. Also the stamp paper should not be older than six months from the date of execution of BG).	
3.0	In case the BG has been executed on the letterhead of the bank, whether the adhesive stamp of appropriate value has been affixed thereon.	
4.0	Has the executing officer of BG indicated his name, designation and Power of Attorney No / Signing Power No. etc. on BG.	
5.0	Is the each page of BG duly signed / initialed by executants and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of bank as required in the prescribed Performa?	
6.0	Does the bank guarantee compare verbatim with the Performa prescribed in the bid documents?	
7.0	In case of any change in the contents of the text, whether the changes are minor / clerical nature (which in no way limits the right of HURL in any manner)?	
8.0	In case of deviation in the text of BG, which materially affect the right of HURL, whether the changes have been agreed based on the opinion by the Legal Department or BG is considered acceptable on the basis of opinion of Law Department already available on the similar issue.	
9.0	Are the factual details such as Bid Document No, NOA/LOA Contract No, Contract Price, Percentage of Advance, Amount of BG and Validity of BG correctly mentioned in the BG?	
10.0	Whether overwriting / cutting, if any, on the BG have been properly authenticated under the signature & seal of executants.	
11.0	Whether the BG has been issued by the bank inline with the provisions of bid/contract documents?	
12.0	In case BG has been issued by a bank other than those specified in Bid / Contract Document, is the BG confirmed by a bank in India acceptable as per Bid / Contract documents?	

FOR BID SECURITY LIST OF BANKS

- SBI AND ASSOCIATES
- NATIONALISED BANKS
- SCHEDULED PRIVATE BANKS (INDIAN BANKS)
- OTHER PUBLIC SECTOR BANKS

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 Scope of Contract

The Scope of Contract/ Order shall be as per 'Technical Specification/SOR' attached to the NIT.

2.0 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.

3.0 Price Basis

Duly executed at following location: HURL, Barauni (Bihar)

4.0 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 SOR.
- 4.2 Statutory variation in taxes and duties including imposition of any new tax & duty, within the scheduled Completion period, as per Contract/Work order, shall be paid by contractor.
- 4.3 The Contractor has to submit / furnish all necessary documents / information to enable claim the input credit benefit, if any, under GST rules.

5.0 Effective date of Contract:

Shall be the date of issuance of Letter of Award (LOA).

6.0 Completion Period/ Time Schedule:

- 6.1 As per SCC.

7.0 Payment Terms:

- 7.1 All the payment shall be released within 30 days of submission of invoice by the party after completion of job in totality.
- 7.2 10% shall be kept as SD & the same shall be released after completion of job.
- 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.
- 7.4 Price Basis: Shall be firm till the completion of the contract.

8.0 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. 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.

9.0 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 W.O. value shall be recovered from Contractor's bill(s).

10.0 **Insurance**

- 10.1 Necessary insurance(s) to cover accident risk for his employees loss of life, material etc. to crew or the third party to be arranged by Contractor at his cost.
- 10.2 All contractors' equipment shall be at the sole risk of the contractor.
- 10.3 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.
- 10.4 The contractor shall be responsible for workman's compensation insurance and all other statutory requirements in regard to the personnel in the contractor's employment.

11.0 **Statutory obligation and Safety Rules**

- 11.1 The Contractor will have to follow all safety rules and measures during contract period and will be fully responsible for implementing rules, obligations and statutory provisions of government and all the consequences in the event of any eventuality.
- 11.2 The Contractor shall be responsible to observe and comply with all statutory requirement including contract labour act 1970, minimum wage act – 1948 and EPF act 1952 etc. including all amendments thereof in vogue both of central and state government. HURL Barauni shall be kept indemnified against any action brought against it or any violation / non –compliance of any act /acts, all expenses for compliance of above acts and regulations shall be borne by the contractor.
- 11.3 The wages of every labourer employed by the contractor under this contract shall be paid by him before the expiry of 7 days after the last day of the month in respect of which the wages are payable (i.e. wages of the previous month). The minimum wages rates. As notified from time to time by the Government as per the minimum wages act. 1948 and/or such other authority will have to be paid by the contractor to all his workers.
- 11.4 The Contractor at his cost shall comply with all safety norms such as Fire and Safety regulation act as applicable at site. The Contractor shall be responsible for all risk involved in respect of their personnel and material at site and arrange proper insurance coverage at his cost.
- 11.5 Personnel deployed should be medically fit to work should posses good conduct and should have no past criminal record and shall maintain high standard of discipline, decency and decorum. HURL Barauni reserves the right at its sole discretion to ask for replacement of any person employed by the contractor.

12.0 **Termination**

In the event of unsatisfactory performance, HURL Barauni 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 JV/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”.

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 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 Begusarai Courts alone shall have the exclusive jurisdiction on all matters arising under the contract.

16.0 PF REGISTRATION:

The Contractor shall be required to get registered their firm with concerned Authorities of appropriate Government, having jurisdiction as per contract for EPF and submit proof of having so that law/rules, or any other labour laws/rules/regulation applicable from time to time. The Contractor shall comply with all the applicable labour laws.

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 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.

18.0 GATE PASSES

All tools, plant and materials shall be brought by the Contractor to the works site through a covering note to be submitted in 3 copies. One copy of the covering note will be delivered to the security staff and one copy to the Owner/Consultant. The third copy shall be retained by the Contractor. The Contractor shall follow all rules and regulations for entry / exit of their men and materials in/from project site as framed by Owner/Consultant.

19.0 Invalid Tenders:

A. Tender is liable for rejection in the following circumstances:

- a) Does not Pay the EMD before deadline
- b) Does not fulfill minimum pre qualification criteria as per the Tender documents
- c) Submits the tender late i.e after due date and time.
- d) Unsolicited tenders.
- e) Is holiday listed or blacklisted
- f) Use of White / erasing fluid in Rates for physical bids
- g) Does not submit complete price bid in line with bid requirements
- h) Stipulates the validity period less than what is stated in the tender documents.
- i) Stipulates his own conditions and does not agree to withdraw the deviations, rendering his bid unacceptable.
- j) If the tenders contain unacceptable terms and conditions
- k) Does not disclose the full names and address of all his partners or Directors as applicable where ever called for in the tender.
- l) Does not fill in and sign the required annexure, Formats, specifications etc. as specified in the tender.
- m) Does not submit bid in the prescribed format making it impossible to evaluate the bid.
- n) Indulges in tampering of tender documents.
- o) if the tenders are partly quoted
- p) if the tender is not according to our format
- q) In case of suo Moto reduction in the prices offered by the tenderer.
- r) Revised price bid during validity period without being asked for
- s) Does not conform to any tender condition which stipulates non conformance of tender conditions as rejection criteria.
- t) Does not have his PF Code/Number from the Regional Provident Fund Commissioner, if the relaxation in this regard is not stipulated in the tender. However PSUs / Organizations having their own PF trust / Govt. PF are considered "At Par" with the bidders registered with the PF authorities the necessary documentary evidence shall be submitted along with the bid.
- u) Within the validity period, if the party increases the price or refuses to keep their offer valid without variation, the bid shall be rejected and EMD shall be forfeited.

The above clause shall be superseding any other clause in this regard given elsewhere in the tender unless specifically mentioned otherwise.

20.0 OTHER POINTS:

- 20.1 Tenderers to please note carefully the above schedule for Pre-Bid Conference since all the clarifications, if any, with regard to Technical/ Commercial conditions shall be given therein. Tenderers are advised to ensure that their queries must reach by e-mail addressed to the Contact person as specified in NIT at least two working days in advance for this purpose. Tenderers may also note that after the clarifications are given against the points discussed in Pre Bid conference, no further deviation shall be permitted and such clarifications shall be binding on all bidders. All are requested to attend the Pre Bid conference.

- 20.2 Any Addendum/ Corrigendum/ Sale Date Extension in respect of the tender shall be issued on our website <https://eprocure.gov.in/eprocure/app> only & no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website to keep themselves updated.
- 20.3 All bidders must login and visit their DASHBOARD on regular basis to get the timely updates related to any communication sent in the form of e-mail/SMS by system.

Sign & Stamp of Contractor

XXXXXXXXXXXXXX

Special Condition of Contract (SCC)

1.0 GENERAL

- 1.1 This Special Condition of Contracts for the subject job is primarily for providing is for **Catering Agency for HURL Township, Mayur Bungalow at Barauni**. The described scope of work is indicative only and not exhaustive. Bidder shall ensure to complete the job in all respect as per instruction of EIC.
- 1.2 Bidder shall make themselves familiar with the site conditions before quoting for the job. Intending bidders are to examine the complete scope of the tender document and also visit the site, if desired, before submission of their offer. Non-familiarity with the job content & site shall not form any basis for and extra claim, whatsoever in nature. Bidders are also to note that the information given in additional specification of contracts shall supersede the information given anywhere else in the tender document for similar clause.
- 1.3 Bidders are to submit this Special Condition of Contracts duly signed & stamped on each page as a token of acceptance along with their offer. Any deviation, if any, shall be explicitly mentioned on the Exception and Deviation sheet only, i.e. if any deviation mentioned anywhere other than deviation sheet shall not be considered for tender evaluation.
- 1.4 Bidders are requested to submit the relevant bid documents under the correct "description" and "sub category name" in tender documents, non evaluation of bid documents due to wrong submission on part of the bidder shall be their whole responsibility.
- 1.5 Bidders shall strictly comply to current "Wage Regulation Act".

2.0 SCOPE OF WORK & SUPPLY (CONTRACTOR)

This tender is for **Catering Agency for HURL Township, Mayur Bungalow at Barauni**. The scope of work broadly includes the followings: Providing Catering, Attendant, Housekeeping and Miscellaneous works at HURL Township, Mayur Bungalow at Barauni.

- 2.1 The vendor will perform all services required to run, operate and maintain the Guest House. For the sake of convenience, the aforesaid services have broadly been divided as under:
 - Catering Services
 - Attendant & Reception Services
 - Housekeeping Services
 - Operation / Caretaking services

Catering Services will primarily involve:

- Procurement of materials for food. All materials required for food and beverages are under contractor's scope.
- Cooking and preparing food and beverages with such materials. LPG gas is not under contractor's scope.
- Serving food & beverages to occupants of Guest House Rooms &/or Dining hall.

Catering services also include preparing and serving of tea (including black/ green tea) / breakfast/ lunch / dinner to the officers & guests as per their demand and order from time to time. The Contractor, if so asked, will serve snacks to guests in the rooms and will provide Business Lunch, Dinner, High tea, outdoor catering, various other services at official meetings, conferences, trainings, official dinners, special get-togethers and various functions, in or outside the said premises as may be required, at the same rates as would be finalized for catering services.

Materials referred to above will mean raw materials, condiments and other ingredients required for the preparation and/or service of food and beverages.

Notwithstanding any other condition/provision in the tender documents, on special occasions, the exceptions as advised by HURL may be required in timing and other details of service. Successful tenderers shall abide by the same.

Attendant & Reception Services means:

- Providing round the clock services such as attending to telephones, receipt of booking, check in formalities, reception of guests, allotment of rooms to the guests, transfer of luggage to/from rooms, maintenance of guest register, issuance of linen, blankets and taking back all items issued to guests, all check-out related activities, collection of room charges from the guests, if applicable, and depositing the same with HURL latest by 7th of the following month, obtaining guest feedback and taking corrective actions, co-ordination for ensuring efficient hospitality service at the transit, attend to room service during the presence of guest and all such other misc. day to day work.
- Copy of deposit of room charges to be submitted along with monthly bills, if applicable.
- Immediate reporting to the Office about losses and breakages of items/properties provided by the HURL and reasons thereof.
- Maintaining all furniture by using vacuum cleaner, detergents and removing all dust daily with labour & materials.
- Replacing towels from rooms, bathrooms and keeping in store.
- Maintaining entire surfaces, grills by using vacuum machine, detergents and chemicals.

Housekeeping Services means:

- Making of beds, including laying bed covers and keeping rooms aesthetically decorated in spic and span condition.
- Washing / Laundering all house linen (Bed sheets, Pillow covers, Blankets, Curtains, Towels, Bed Covers) hygienically using fabric softener etc as per the schedule provided. The house-linen will be ironed & changed on daily basis in occupied rooms (except bed cover) and or as per the schedule indicated hereto in unoccupied rooms.
- Laundering of large/small size towels and placing two in each bathroom of all the toilet and replacing them with fresh ones, duly washed hygienically using fabric softener, on daily basis or as and when required.
- All the fittings, fixtures, furniture, furnishings, equipments, surfaces, ceilings, windows, metal items (Example: light fittings, switch board, fan, telephones, table lamps, table, chairs, bed, doormats) etc. will be cleaned with chemicals, detergents etc of approved quality at least once during the day and as and when required.
- All areas to be suitably disinfected by using disinfectants, spraying insect repellent / killer, room fresheners etc. at least once during the day and as and when required.
- Removal of stained materials, used material from all Rooms, Conference Hall, Kitchen, Store, Toilets, Staircase and common areas, corridors and from all other premises of the transit flat from time to time and at least once in 24 hrs.
- Vacuum treatment and removal of stains, scales, deposits using effective, approved stain removers/ chemicals/ cleaning agents from all fittings, furniture, upholstery, fixture, all type of ceilings, windows, metal items etc. at least once in a month.

Operation/Miscellaneous services means:

- Operating water pumps in order to maintain requisite water level in overhead water tanks, Operation of valves to maintain uninterrupted water supply to all rooms of the transit flat. Any abnormality to be reported to Officer in charge / Engineer in charge immediately.
- To maintain the potted plants at Lobbies, Rooms. Watering, removal of dry leaves, branches & disposal of same.

2.2 Services will be carried out by the Contractor as per conditions of contract.

2.3 Any other services which are not explicitly mentioned in the schedule/ scope of work but are required for providing Catering, Attendant & Reception, Housekeeping and Operation/ Miscellaneous services at Transit is required to be performed by the contractor within their quoted rates.

2.4 Notwithstanding anything contrary to the contract document expressed or implied, the Contractor will be and remain at all times exclusively responsible to provide all material, manpower, facilities, tools and equipments (other than those provided by HURL) that are needed to ensure that his/her contractual obligations are fulfilled.

2.5 Pest Control: HURL will carry out pest control treatment through a professional and experienced agency covering entire premises at an agreed frequency. Contractor will coordinate & supervise pest control activity.

- 2.6 No undesirable person or any outside person other than the official/authorised official guests will be allowed to enter the GH/Transit premises without the specific permission of officer-in-charge appointed by the Corporation for the purpose of this contract. The contractor will also ensure the safety of men and belongings of the guests during their stay in the Transit.
- 2.7 All safety, medical, insurance etc. of deployed manpower shall be under contractor scope.
- 2.8 Contractor cannot engage any workman, whose age is more than 60 years or less than 18 yrs during the period of contract.
- 2.9 Vendor will not entertain any outsiders in the Guest House premises except authorized guests.
- 2.10 The Vendor will ensure proper maintenance of entire Guest House premises including passages, Lounges, Dining Hall, Pantry, Kitchen and open terrace etc and regularly remove deposits, flakes etc and polish floors and tiled surfaces using chemical disinfectants, upkeep of the furniture etc including regular and quick disposal of kitchen refuse, left-over and other disposable etc.
- 2.11 The approved menu specifying the items to be served on each day.
- 2.12 Rates of eatables to be served in GH at HURL Barauni is enclosed as Annexure-A.

3.0 Hygiene

3.1 General requirements

- Keep the premises clean and maintained in good condition.
- Provide enough working space for you to carry out all tasks hygienically.
- Protect against the build-up of dirt, contact with toxic materials, shedding of particles into food and forming of condensation or mould on surfaces.
- Allow good food hygiene practices, including protection against contamination and, in particular, pest control.

3.2 Waste Disposal

- Food and other waste shall be kept in closed containers and shall be disposed at suitable place as per advice of officer in-charge and in line with local legislations.

3.3 Personal hygiene

- Every person especially those working in a food-handling area must maintain a high level of personal cleanliness. He or she shall wear clean, proper and tidy attire when they are at work. He or she must wear suitable, clean clothing and, where necessary, protective clothing.
- Cooking/ Catering Staff should keep hair tied back, keep their fingernails short and clean and not put on nail polish or fake fingernails and wear a suitable head covering, e.g. hat or hairnet, when preparing food or during catering service.
- Staff should not touch their face and hair, smoke, spit, sneezes, eat or chew gum when they are handling food.
- To prevent the contamination of food or food-contact surfaces, staff should not do any of the following when handling or serving food.
- Smoke/ Spit/ Pick nose/ Clean ears with fingers/ Blow or breathe on glassware or cutlery to polish them
- Wipe hands on a dirty cloth/ Comb or touch hair/ Wipe off perspiration with bare hands.

3.4 Fitness for workmen

No one shall be allowed to handle food or enter a food handling area if they:

- Are suffering from, or carrying, a disease likely to be transmitted through food
- Have infected wounds, skin infections, sores
- Have diarrhea etc.

3.5 Food Handling And Serving Practices

Contractor shall ensure that all service staff are aware of and follow proper food handling and serving practices to prevent contamination of food. The service staff should:

- Turn away from food and cover their noses and mouths with tissue paper or handkerchiefs when sneezing or coughing. Wash their hands thoroughly after sneezing or coughing.
- Do not touch cooked or ready-to-serve food with bare hands when serving food. Care should be taken to ensure that their thumbs or fingers are not in contact with the food.
- Always use tongs, ladles or spoons to handle cooked, ready-to-eat food or cut fruits. When necessary, wear disposable gloves when handling cooked ready-to-eat food or cut fruits. Discard the gloves after each use.
- Handle crockery and utensils by the base, handle or areas that are not in contact with food. Ensure that crockery and utensils are not dirty, chipped, broken or cracked.
- Do not touch the inside and rim of cups or glasses. Use a food tray when serving drinks.

- Do not use bare hands to handle or place ice into glasses. Always use tongs, scoops or other ice dispensing utensils or equipment to handle ice.
- Always provide serving spoons to patrons who are sharing dishes.
- Do not serve cooked or ready-to-eat food which has dropped on the floor or exposed to contaminants e.g. cleaning chemicals, pests.
- Keep the dining environment clean and do not sweep crumbs or remnants onto the floor. Staff should wipe tables with clean cloth.

4.0 Normal Service Timing:

Normally, the service timings will be as follows:

A	Breakfast*	0730 Hrs to 0930 Hrs. (Upto 10.00 Hrs. on Sundays & Holidays)
B	Lunch*	1300 Hrs to 1430 Hrs
C	Dinner*	2000 Hrs to 2200 Hrs

* Will be served in Dining Hall.

5.0 SCHEDULE OF WORK (Housekeeping)

The schedule of work listed below is only suggestive in nature. The same can be amended to cater to local requirements:

DAILY ACTIVITIES:

JOB	ITEMS
Brooming	Porch, Car Parking Area, All facilities on ground floor.
Brooming & Mopping	All staircases & Passage, Lobbies, , Kitchen, Dining, All rooms with attached bathroom
Dusting & Cleaning	Tables, Chairs, Ash Trays, Telephones, Printers, PCs, Key boards, Cupboards, Filing Cabinets, racks, murals, art pieces, painting frames etc.
Cleaning every hour	Entrance door.
Cleaning & Wet Mopping	All Wooden doors
Removal of waste paper	All rooms & other areas of the flat.
Cleaning of Kitchen : Sweeping, Cleaning, mopping	Dining room, cooking area, entrance door, drinking water suits. Wash basin, marble tiles, utensils washing area, window sills
Waste Disposal	From all areas of the Kitchen to outside area as designated

WEEKLY ACTIVITIES:

JOB	ITEMS
Cleaning	Exhaust fans, hot case, shelves, floor area wash with machine, fans, panels & walls, venetian blinds in all rooms on all floors & window glasses, glass partitions, if any.
Washing	Garbage bins in all rooms & kitchen, wash areas
Bedding items , Towels etc.	To be changed thrice in a week/ Change of guest.
Cob web Removal	All areas of the Guest House.
Deodorant placement(Air Freshener)	All toilets
Scrubbing & Cleaning	External Marble Blocks/slabs for flooring & wall dado
Dusting & Cleaning	Chajjas
Dusting & Cleaning With water &	Window Glasses around the flat.

mopping	
Vacuum Cleaning	Dining Hall, cleaning fabric upholstery of furniture.
Cleaning & Wet Mopping	Marble Walls
Cleaning of Canteen & Canteen Kitchen :	
Cleaning & Dusting	Window Glasses
Soap wash with detergent Powder and special cleaning agents etc.	Kitchen & Dining room, cooking area / platform scrubbing burners / grinders etc.

Note: Every week with required cleaning agent black carbon coatings on the burners will be removed, platforms and tiles as well as on the steel plates attached to cooking area walls. (Instruments like hand gloves, scrubbers are to be given by HURL).

MONTHLY ACTIVITIES:

JOB	ITEMS
Pressure wash with water	Car Parking area

OTHER MISCELLANEOUS ACTIVITIES:

- Continuous cleaning of kitchen /Rooms as per requirement & to the satisfaction of officer-in-charge.
- Cleaning door at the entry in reception areas every hour.
- Wet & Dry Garbage, waste paper, Kitchen waste etc collected from the premises will be disposed of as per the approval of the Corporation or as per instruction of EIC.
- Cleaning/upkeep of the Toilets/sanitary Blocks:
 - Cleaning with approved chemical /detergent including scrubbing the urinal pots, basins, WC pans open drains, wash basins etc daily at 0830 hrs & 1430 hrs. followed by a mop of phenyl /disinfectant.
 - Replenishment of consumables like paper role, toilet soap in the dispensers, naphthalene balls as and when required throughout the day.
 - To check proper functioning of taps, dispensers, flushing cisterns, urinal sensors, leaks / chokes in drainage lines and inform officer in charge in case of malfunctioning.
 - Emptying out dustbins in toilets regularly minimum twice daily and washing the dust bins in toilets weekly.
 - Cleaning of louvers, glazing, mirrors regularly.
 - Washing of dado tiles with detergents, powder & scrubbers on weekly basis.
 - Mild soap cleaning of doors internally & externally for removal of stains weekly.
 - Wiping / cleaning of hand dryers on regular basis.

6.0 HURL'S SCOPE OF WORK

- 6.1 Providing all consumable items except food & beverages items as free issue is under HURL scope.
- 6.2 LPG cylinder for cooking is under HURL scope.
- 6.3 All crockery items are under HURL scope.
- 6.4 All consumable required in toilets and rooms are under HURL scope.
- 6.5 Washing charges of bed sheets / bed cover / pillow cover / curtains / towels etc. are born by HURL.
- 6.6 All cleaning agent / detergent, vacuum cleaner are under HURL scope.
- 6.7 All Bed Covers, Pillow Covers, Blankets and hand towels/ bath towels, cushions etc. under HURL scope.
- 6.8 All furniture is under HURL scope.
- 6.9 All kitchen appliances are under HURL scope.
- 6.10 Room fresheners /insect repellent / killer etc. shall be provided by HURL.
- 6.11 Pest Control: HURL will carry out pest control treatment through a professional and experienced agency covering entire premises at an agreed frequency.

7.0 MEASUREMENT OF WORKS:

- 7.1 Measurement of work shall be made in the units mentioned in the schedule of rates.

8.0 CONTRACT SCHEDULE

- 8.1 The initial duration of the contract shall be for Six (06) months from date of issue of LOA / WO with provision of extension for another Six (06) months with same rate, terms and conditions based on mutual agreement of HURL & the party. However, in case of poor performance the contract shall be terminated with a notice period of 15 days without any liability to HURL.
- 8.2 The contractor shall mobilize manpower within One (01) week from the date of written intimation given by EIC/SIC after issue of work order.

9.0 SAFETY CLAUSES

- 9.1 All safety requirements shall be fulfilled by contractor. Safety of all manpower, tools involve shall be under contractor scope.
- 9.2 Safety in totality is complete responsibility of contractor.
- 9.3 Proper safety arrangements / PPEs for carrying out the job is under contractor's scope and same has to be complied with as per the direction of EIC.

10.0 STATUTORY REQUIREMENTS

- 10.1 The Party shall ensure compliance of all statutory requirements as per GCC/SCC terms & conditions and all Central & State Government notification from time to time.
- 10.2 Bidders shall strictly comply to current "Wage Regulation Act".
- 10.3 Contractor shall ensure regular wage payment, deposition of PF etc as per prevailing rules from time to time. Contractor shall abide by with all rules & regulation w.r.t. labour laws, insurance coverage etc.
- 10.4 Any kind of liabilities w.r.t. execution of the contract w.r.t. rules & Regulations shall be born by the contractor within the quoted rates.
- 10.5 Party has to strictly follow the labour oriented rules as per guidelines of the Owner's Personnel and Administration Department and Labour Department of Bihar Government. Party has to adhere to the latest amended minimum wages prevalent during the contract period.

11.0 ACCOMODATION & TRANSPORTATION:

- 11.1 All boarding / lodging / Transportation / Local conveyance of workman engaged shall be in the scope of Contractor.

12.0 PAYMENT TERMS:

- 12.1 Payment shall be made available inline with provision of GCC / SCC.
- 12.2 Any increase or decrease in statutory minimum wages as notified by the Government with respect to the minimum wages shall be reimbursed to or deducted from the contractor's bills from the date of said increase or decrease effected by the Govt. in respect of each workers engaged by the contractor during pendency of the contract. Also, consequential effect of increase/decrease, Minimum wages towards PF (limited to Employer's contribution only), bonus, ESI shall also be reimbursed to the contractor or deducted from the contractor's bill as the case may be – subject to the production of the relevant proof. Mode of reimbursement of such differential wages will be as follows:

"All difference in wages shall be reimbursed on actual labour deployment basis after completion of 06 (Six) months of contract period or final bill whichever is earlier on the written request of the contractor with requisite statement and proof of documents for claim."

Additional payment on account of escalation of labour wages shall be done for actual deployment.

However, the owner shall not reimburse any increase in amounts thereof towards income tax and sales/trade tax, any other applicable taxes, etc. These liabilities are to be borne by the Contractor only.

Sign & Seal of Contractor

XXXXXXXXXXXXXX

SOR (Schedule of Rate)					
S.NO	Job Description	UOM	QTY	RATE	Total Amount
	PART-A				
1	Deployment of two Cook (skilled) for 12 hours of normal working hours (for 30 days)	Month	6	62,215.98	373,295.88
2	Deployment of Two nos waiter (semi-skilled) for 12 hours of normal working hours (for 30 days)	Month	6	51,602.01	309,612.06
3	Deployment of two nos cleaner/sweeper (un-skilled) for 12 hours of normal working hours (for 30 days)	Month	6	44,036.70	264,220.20
4	Providing Guest House care taker to maintain Guest house in / out records, providing assistance to guest during their stay related to guest house facility / maintaining guest house consumable items & other items etc. as directed by EIC. Contractor is to engage min. 01 no. Care taker (skilled / Clerical manpower) in each shift to meet day to day requirement.	Month	6	62,215.98	373,295.88
5	Sub-Total (1 to 4)				1,320,424.02
	PART-B				
6	Contractor's Profit @ 15 %				198,063.60
7	Sub-Total (5 to 6)				1,518,487.62
8	GST @ 18 %				273,327.77
9	Grand Total (7 & 8)				1,791,815.40

Note:

1. Rate of S.No. 1, 2, 3 & 4 are fixed.
2. S.No. 6 is based on party quotation i.e. variable.
3. S.No. 8 as per actual/applicable.

Format of Price Bid (BOQ) / Financial Bid

Validate

Print

Help

Percentage BoQ

Tender Inviting Authority: DGM (PJ & Admin) HURL Barauni.

Name of Work: Catering Agency for HURL Township,Mayur Bunglow at Barauni.

Contract No: HURL/BR/CC/19/04

Name of the Bidder/ Bidding Firm / Company :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

SCHEDULE OF RATES:

- The Tenderers shall quote Rate upto two decimals only. Tenderers to note that only first two decimals shall be considered for evaluation if Quotation having more than two decimals. Bidder to go through Preamble to SOR mentioned in the tender document before quoting.
- Quoted rate in this sheet will be applicable only for Part-B of SOR i.e. at Sl No.3.01 of BoQ below. For Part A rate shall be deemed quoted by bidder as it is At Par i.e. fixed.
- For quoting percentage rate bidder to select At Par /Excess/ Less from drop down menu of the BoQ sheet and enter applicable percentage in Cell below in BoQ sheet. For Quoting At Par bidder to enter percentage value as 0%. In case of any tempering of BoQ sheet offer shall be liable for rejection. i.e. fixed.
- GST:
 - The quoted rate/amount shall be inclusive of all taxes and duties etc. as per tender but exclusive of the GST. Bidder must quote their rates exclusive of GST. The GST if applicable, shall be paid extra as per applicable rates.
 - The offer will be evaluated inclusive of applicable GST.

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1	Catering Agency for HURL Township,Mayur Bunglow at Barauni.					
2	PART - A					
2.01	Total Items Details of Part-A (Wages Portion):-Catering Agency for HURL Township,Mayur Bunglow at Barauni.For details refer SOR given along with tender documents	1	LS	1320424.02	1320424.02	INR Thirteen Lakh Twenty Thousand Four Hundred & Twenty Four and Paise Two Only
3	PART-B					
3.01	Total Items Details of Part-B (Contractor Profit @ 15 %)	1	LS	198063.60	198063.60	INR One Lakh Ninety Eight Thousand & Sixty Three and Paise Sixty Only
Total in Figures					1518487.62	INR Fifteen Lakh Eighteen Thousand Four Hundred & Eighty Seven and Paise Sixty Two Only
Quoted Rate in Figures			Select		0.00	INR Zero Only
Quoted Rate in Words					INR Zero Only	

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

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 from Page No. _____ 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)

(Self Declaration on Bidder's Letter Head as per below Performa)

DECLARATION

To ,

.....
.....
.....

NIT NO. :

Tender id:-

Name of Tender / Work:

Sir,

We hereby declare that M/s is neither put on Holiday or Black-listed by any Government / PSU / Private firm or Financial Institution.

Signature

Name:

Designation:

Seal of the Bidder:

NO DEVIATION CERTIFICATE

Bidder's Name & Address :	To, DGM (PJ & ADMN), HURL Barauni Urvarak Nagar, Begusarai-851115
---------------------------	---

1. With reference to our Bid (Reference No. dated) forl Works at Barauni, Bihar, 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 :

No near relative certificate

(To be given on Company Letter Head)

Date:

To,

Sub: No near relative certificate

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 do hereby declare that we are not relative of any Director of HURL or any of his relative is a partner.
3. In our firm there is no Partner who is director of HURL or any of his relative is a partner.
4. We declare that none of our relative is working as an "EMPLOYEE" in the Corporation.
5. I/We have not engaged any person(s) of doubtful antecedent and if any such person (s) found by management I/We am/are agreeing for punishment as deemed fit by management.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

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

Authorized signatory of the bidder

Name

Designation

Date

FORMAT OF CONTRACT AGREEMENT

(To be executed on non-judicial stamp paper of appropriate value)

THIS CONTRACT AGREEMENT is made on the _____ day of _____, 20 ____.

BETWEEN

(1) **Hindustan Urvarak & Rasayan Limited**, a corporation incorporated under the laws of India and having its Registered office at Coal Bhavan, Coal India Limited 7th floor, Plot no- AF-III, Action area-1A, Newtown, Kolkata-700156, West Bengal (hereinafter called “the Owner”), and (2) with its registered/ head office at Bihat, rattan chowk, Distt- Begusarai, bihar, Pincode- 851135 , (hereinafter called “the Contractor”)

WHEREAS the Owner desires to engage the Contractor to perform -----
----- and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

ARTICLE 1. CONTRACT DOCUMENTS

1.1 *The term 'CONTRACT DOCUMENTS' shall mean and include the following documents which shall constitute the Contract and shall be deemed to form an integral part of the Contract:*

- a) *Contract Agreement and its Appendices*
- b) *Letter of Intent (LOI)*
- c) *Special Conditions of Contract and amended/ clarification, if any.*
- d) *General Conditions of Contract and amended/ clarification, if any.*
- e) *Part II, Technical , of the NIT documents and amended/ clarification, if any.*
- f) *Technical Specifications and Drawings and amended/ clarification, if any.*
- g) *The Bid and Schedule of Prices including Supplementary Price, if any.*
- h) *Integrity Pact (IP) signed between the Owner and the Bidder/Contractor*
- i) *Instruction to Bidders*

The above documents are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

1.2 **Order of Precedence**

In the event of any ambiguity or conflict between the CONTRACT DOCUMENTS listed above, the order of precedence shall be the order in which the CONTRACT DOCUMENTS are listed in Clause 1.1 above.

1.3 **Definitions**

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract.

ARTICLE 2. CONTRACT PRICE AND PAYMENT TERMS

2.1 **Contract Price**

The Owner hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations under the Contract. The Contract Price shall be **Rs.** (**Rupees**), or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.2 **Payment Terms**

Payment shall be made by the Owner to the Contractor as per the provisions of Bidding Documents.

ARTICLE 3. EFFECTIVE DATE FOR DETERMINING TIME FOR COMPLETION

The Completion period of the Project shall be determined from the date of Letter of Award.

ARTICLE 4. NON-ASSIGNABILITY

The Contract and benefits and obligations thereof shall be strictly personal to the CONTRACTOR and shall not on any account be assignable or transferable by the CONTRACTOR.

ARTICLE 5. GOVERNMENT OF INDIA NOT LIABLE

It is expressly understood and agreed by and between the Contractor and the Owner that the Owner is entering into this Agreement solely on its own behalf and not on behalf of any other person or entity. In particular it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Owner is an Independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and the general principles of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Owner is not an Agent, Representative or Delegate of the Govt. of India. It is Further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract.

Accordingly, the Contractor expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue the Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this Contract.

ARTICLE 6. APPENDICES

The Appendices listed in the attached list of Appendices shall be deemed to form an integral part of this Contract Agreement. Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

ARTICLE 7. NO LIABILITY ON DIRECTOR AND EMPLOYEE

No Director, employee, consultant or agent of the OWNER or other person representing the OWNER or acting on behalf of the OWNER in or pursuant to the Contract or in the discharge of any obligation to the OWNER under the Contract or otherwise in relation to the Contract shall have any personal liability to the CONTRACTOR or any Sub-Contractor, agent, representative, director or employee of the CONTRACTOR or to any other person acting for or on behalf of the CONTRACTOR and the CONTRACTOR on its own behalf and on behalf of its Sub Contractors, directors, employees, agents and representatives hereby waives and disclaims any and all right of action which it or they may have whether under tort or Contract or otherwise against the OWNER or any director, employee, agent, consultant or representative of the OWNER for act of omission or commission done or omitted to be done.

ARTICLE 8. WAIVER

No failure or delay by the OWNER in enforcing any right or remedy of the OWNER in terms of the CONTRACT or any obligation or liability of the CONTRACTOR in terms thereof, shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by the OWNER and notwithstanding such failure or delay, the OWNER shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

ARTICLE 9. LANGUAGE OF CONTRACT AND COMMUNICATION

The language of the Contract shall be English and all communications, drawings, design, data, information, codes specifications and other document whatsoever supporting the bid or otherwise exchanged under the Contract shall be in English. In the event that any technical documentation is in any language other than English, the document should be translated and presented to the OWNER/Project Manager in English and English document/translated document shall be regarded as the only authentic document.

IN WITNESS WHEREOF the Owner and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and on behalf of the Owner

[Signature]

[Title]

in the presence of _____

Signed by for and on behalf of the Contractor

[Signature]

[Title]

in the presence of _____
CONTRACT AGREEMENT
dated the _____ day of _____, 20_____
BETWEEN

["The Owner"]

and

["The Contractor"]

**PROFORMA OF TENDER NOT TAMPERED TO BE SUBMITTED ALONG WITH BID
(TO BE SUBMITTED ON LETTER HEAD OF THE BIDDER DULY SIGNED)**

Note: Copy to be uploaded along with tender and original to be submitted during documents verification.

Subject: Tender No: _____ due on _____.

I/We _____ (Name of Bidder), hereby declare that:

- I/We have not tampered or modified the subject tender document in any manner and before uploading, same has been cross-checked with documents hosted on your e-portal <https://iocletenders.gov.in>. In case, if same is found to be tampered/modified, I/We understand that my/our tender will be summarily rejected and EMD/SD may be forfeited and I am/We are liable to be banned from doing business with and/or prosecuted.

- I/We, hereby confirm that if any discrepancy observed in the submitted tender even at a future date, I/We will abide by all the terms and conditions as per all the documents hosted including Addendums/Changes/Corrigendum, on your e-portal related with subject tender. I/We further assure that we agree to all the decisions confirmed in Pre-Bid Conference of the subject tender.

Tenderer's Signature & Seal

Date:

Place:

UNDERTAKING FOR NON-ENGAGEMENT OF CHILD LABOUR

(To be submitted by Bidder)

I/ We hereby declare that:

We are committed to elimination of child labour in all its forms.

Neither we nor any of our nominated sub-contractor(s) are engaging Child Labour in any of our work(s) in terms of the provisions of The Child Labour (Prohibition and Regulation) Act, 1986 and other applicable laws.

We undertake to fully comply with provisions of The Child Labour (Prohibition and Regulation) Act, 1986 and other applicable labour laws, in case the work is awarded to us.

It is understood that if I/We, either before award or during execution of Contract, commit a transgression through a violation of Article b /c above or in any other form, such as to put my/our reliability or credibility in question, the Owner is entitled to disqualify us from the Tender process or terminate the Contract, if already executed or exclude me / us from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Owner. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in the guidelines for holiday listing of the Owner.

I/We accept and undertake to respect and uphold the Owner's absolute right to resort to and impose such exclusion.

Tenderer's Signature & Seal

Date:

Place :

**Rates of Eatables to be served in The Guest House at HURL Barauni
Bihar.**

SN	Items	Quantity	Rates
1	Tea	100 ml	7
2	Nes Café	100 ml	12
3	Dip Tea	100 ml	12
4	Lessy	200 ml	20
5	Masala Dosa	1 no	20
6	Uthappam	1 no	20
7	Idly Sambhar	2 pcs	20
8	Vada Sambhar	2 pcs	20
9	Bread with Jam	2 slices	10
10	Bread with Butter	2 slices	10
11	Toast With Butter	2 slices	10
12	Vegetable Sandwich	2 slices	15
13	Boiled Egggs	2 eggs	15
14	Omelet	2 eggs	20
15	Ordinary Veg. Thali : 4 Roti, Rice, 1 dry Veg., Veg. curry, 1 dal fried, Curd, Pickel and Papad		50
16	Special Veg. Lunch/ Dinner (VIP Buffet): Soup, Rice, Pulao, 4 Roti/Puri, dal fry, 1 dry subji, 2 veg. curry, 1 paneer item, sweet/Ice cream (Small Cup) ,cut fruit, Raita/Curd, Pickle, Papad, Salad.		200
17	Special Non-Veg. Lunch/Dinner (VIP Buffet) Including 2 Nos Veg. items Soup, Rice, Pulao, Roti/Puri, Dal fry, 1 dry sabji, 2 veg. curry, 1 paneer item, Chicken OR Mutton Or Fish, Sweet/ Ice Cream (Small Cup), Cut fruit, Raita/Curd, Pickle, Papad, Salad.		300
18	Egg Fried	2 eggs	20

Break Fast

19	Cornflakes with milk	1 bowl	30
20	2 Aloo paratha with raita		30
21	roti	1 pcs	5
22	Seasonal Vegetable	1 bowl	25
23	Puri (4 nos with dry subji and pickle OR paratha with one kattori curd)		25
24	Paneer Pakoda	6 Pieces	40
25	Paratha Plain	1 No	12
26	Paratha Stuffed	1 no	15

Rice Pulao/ Biryani

27	Plain Rice	1 Plate	25
28	Plain Rice	1/2 Plate	15
29	Rice Fried	1 Plate	30
30	Veg. Biryani	1 Plate	50
31	Veg. Pulao	1 Plate	45
32	Chicken Biryani	3 pcs	100
33	Egg Biryani	2 eggs	60
34	Chicken Fried Rice	1 Plate	105
35	Egg Fried Rice	1 Plate	70
36	Veg, Fried Rice	1 Plate	65
37	Dal Fried	1 bowl	35
38	Plain Curd	1 bowl	20
39	Sugar Curd	1 bowl	25
40	Salad	1 Plate	20
41	Salad	1/2 Plate	15
42	Papad	1 no	8
43	Aloo Mutter	1 bowl	30
44	Aloo Fried	1 bowl	25
45	Raita	1 bowl	25
46	Mix Vegetable	1 bowl	35
47	Chana Masala	1 bowl	45
48	Veg Munchurian	8 pcs	70
49	Aloo Gobhi	1 Plate	35
50	Palak Paneer	1 Plate	60
51	Mutter Paneer	1 Plate	55
52	Vegetable Kofta	1 Plate	45
53	Malai Kofta	1 Plate	55
54	Paneer Butter Masala	1 Plate	90
55	Sahi Paneer	1 Plate	65
56	Stuff Tomato	1 Plate	50
57	Aloo Dum	1 Plate	50
58	Veg. Korma	1 Plate	55
59	Paneer Chili	8 pcs	95
60	Kadhai Paneer	1 Plate	95

Soup

61	Tomato Soup	1 bowl	30
62	Mix Veg Soup	1 bowl	30
63	Sweet Corn Soup	1 bowl	30
64	Veg Noodle Soup	1 bowl	30
65	Chicken Soup	1 bowl	40
66	Egg Sweet Corn Soup	1 bowl	35

Noodles

67	Veg Noodles	1 Plate	50
68	Chicken Noodles	1 Plate	85
69	Egg Noodals	1 Plate	65

Non VEG. Special

70	Egg Curry	2 eggs	35
71	Egg Bhurjia	2 eggs	25
72	egg Masala	2 eggs	40
73	Mutton Curry	125 gms	100
74	Mutton Curry	70 gms	65
75	Chicken Curry (Full)	3 pcs	95
76	Chicken Curry (Half)	2 pcs	55
77	Chicken Masala	3 pcs	110
78	Chicken Dahi Wala / Dopyaja/ Muglai	3 pcs	110
79	Chicken Kadhai	3 pcs	110
80	Garlic. Ginger Chicken (Bone)	10 pcs	110
81	Garlic. Ginger Chicken (Boneless)	10 pcs	150
82	Fried Chiken Chilli (Bone)	10 pcs	120
83	Fried Chiken Chilli (Bone less)	10 pcs	160
84	Chicken -65 (Bone)	10 pcs	120
85	Chicken -65 (Bone less)	10 pcs	160
86	Chicken Butter Masala (Bone)	3 pcs	120
87	Chicken Butter Masala (Bone Less)	3 pcs	160

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