



Hindustan Urvarak & Rasayan Limited

(A Joint Venture of NTPC, CIL, IOCL, FCIL & HFCL)

Ref No.: HURL/Sindri/C&M/21-22/059/CORG-1

Date: 03-05-2021



CORRIGENDUM - 1

With reference to tender No.- HURL/Sindri/C&M/21-22/059 dated 16-04-2021 for the work of "Cleaning and Desilting of Settling Tank at HURL Sindri Project", Corrigendum is hereby issued as given below for modification in "Critical Date Sheet" as mentioned on page no.2 of tender document.

S.N.	Reference of Bidding Document			
	Part/Sec.	Page No.	Existing Clause	Amended Clause
1	Bid Clarification End Date	Page 2	03.05.2021 (03:00 PM)	10.05.2021 (03:00 PM)
2	Bid Document Download / Sale End Date	Page 2	03.05.2021 (03:00 PM)	10.05.2021 (03:00 PM)
3	Bid Submission End Date	Page 2	03.05.2021 (03:00 PM)	10.05.2021 (03:00 PM)
4	Bid Opening Date	Page 2	04.05.2021 (03:00 PM)	11.05.2021 (03:00 PM)

All other terms and conditions stipulated in tender document, modified to the extent of corrigenda issued, remain unaltered.

This corrigendum is issued with approval of competent authority.

Government eProcurement System		eProcurement System Government of India	
Tender Details		Date : 16-Apr-2021 06:01 PM	
		 Print	
Basic Details			
Organisation Chain	Hindustan Urvarak and Rasayan Limited Sindhri-Jharkhand - HURL		
Tender Reference Number	HURL/Sindri/CandM/21-22/059		
Tender ID	2021_HURL_626902_1		
Tender Type	Open Tender	Form of contract	Works
Tender Category	Works	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No
Payment Instruments		Cover Details, No. Of Covers - 2	
Offline	S.No	Instrument Type	
	1	Bankers Cheque	
	2	R-T-G-S	
	3	ECS	
	4	NEFT	
Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Documents as per NIT checklist 19.3, page no. 9, S.N. I EMD
		.pdf	Documents as per NIT checklist 19.3, page no. 9, S.N. II
		.pdf	Documents as per NIT checklist 19.3, page no. 9, S.N. III
		.pdf	Documents as per NIT checklist 19.3, page no. 9 and 10, S.N. IV,V,VI,VII,IX,X and XI
		.pdf	Documents as per NIT checklist 19.3, page no. 10, S.N. VIII
2	Finance	.xls	Price Bid
Tender Fee Details, [Total Fee in ₹ * - 0.00]		EMD Fee Details	
Tender Fee in ₹	0.00	EMD Amount in ₹	5,60,000
Fee Payable To	Nil	EMD through BG/ST or EMD Exemption Allowed	Yes
Fee Payable At	Nil		
Tender Fee	No		



**Government
eProcurement
System**

EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	Hindustan Urvarak and Rasayan Limited	EMD Payable At	Delhi

Work /Item(s)

Title	Cleaning and Desilting of Settling Tank at HURL Sindri Project				
Work Description	Cleaning and Desilting of Settling Tank at HURL Sindri Project				
Pre Qualification Details	Please refer Tender documents.				
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	No				
Tender Value in ₹	2,78,73,985	Product Category	Civil Works - Others	Sub category	NA
Contract Type	Tender	Bid Validity(Days)	120	Period Of Work(Days)	120
Location	Sindri, Dhanbad	Pincode	828122	Pre Bid Meeting Place	NA
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	Sindri, Dhanbad
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

Publish Date	16-Apr-2021 03:00 PM	Bid Opening Date	04-May-2021 04:00 PM
Document Download / Sale Start Date	16-Apr-2021 03:00 PM	Document Download / Sale End Date	03-May-2021 03:00 PM
Clarification Start Date	16-Apr-2021 03:00 PM	Clarification End Date	03-May-2021 03:00 PM
Bid Submission Start Date	16-Apr-2021 03:00 PM	Bid Submission End Date	03-May-2021 03:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	Cleaning and Desilting of Settling Tank at HURL Sindri Project	1186.57

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	BOQ	BOQ_659539.xls	Price Bid	267.50
	2	Tender Documents	tenderdocumentdesiltingworks.pdf	Cleaning and Desilting of Settling Tank at HURL Sindri Project	1172.98

Auto Extension Corrigendum Properties for Tender

Iteration	No. of bids required for bid opening a tender	Tender gets extended to No. of days
1.	3	4
2.	3	3

Bid Openers List			
S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	manower.ica@gmail.com	MD MANOOWER RAZA	MOHAMMED MANOOWER RAZA
2.	deepakkumar@hurl.net.in	DEEPAK KUMAR	Deepak Kumar
3.	subhajitchowdhury@hurl.net.in	SUBHAJIT CHOWDHURY	Subhajit Chowdhury

Tender Inviting Authority	
Name	BUH, HURL Sindri
Address	OLD FCIL COMPLEX, HURL PROJECT, SINDRI, DHANBAD, JHARKHAND

Tender Creator Details	
Created By	DEEPAK KUMAR
Designation	Manager C AND M
Created Date	16-Apr-2021 12:50 PM

TWO-BID Open e –TENDER

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

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

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

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

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

For & on behalf of
HURL, Sindri

Manager, Contracts

INSTRUCTIONS TO BIDDERS (ITB)

1. Online bids are invited on two bid system for the work of "**Cleaning and Desilting of Settling Tank at HURL Sindri Project**" vide Tender No.: HURL/Sindri/C&M/21-22/059 Dated 16-04-2021 Manual bids shall not be accepted.
2. Tender documents may be downloaded from HURL web site www.hurl.net.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE as in Point no. 4 of NIT.
3. Type of Tender: Open Tender – Two bid
4. **Critical Date Sheet:**

Published Date	16.04.2021 (03.00 PM)
Bid Document Download / Sale Start Date	16.04.2021 (03.00 PM)
Bid Submission Start Date	16.04.2021 (03.00 PM)
Bid Document Download / Sale End Date	03.05.2021 (03.00 PM)
Bid Submission End Date	03.05.2021 (03.00 PM)
Bid Opening Date	04.05.2021 (04.00 PM)

5. **Technical Qualification:**

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

- 5.1 The Bidder shall have satisfactory completed similar works* in Government Sector, Public Sector or Private Sector Enterprises/ Factories/ Plants in last seven (07) years ending last day of the month previous to the one on which tender document is published i.e. 31-03-2021 for at least one/ two/three Work order criteria as per below table.

(*)Similar work means work of desilting / wet excavation / Excavation of settling tank/ open channels, Ponds/ Lakes or any works involve huge excavation as a major item of work.

One completed similar work with contract value not less than INR 223 Lakhs (Excluding GST and Taxes) with minimum excavation work of 1,60,000 cum.

OR ,

Two completed similar works each with contract value not less than INR 140 Lakhs (Excluding GST and Taxes) with minimum cumulative excavation work for both similar work order shall be 1,60,000 cum.

OR,

Three completed works each with contract value not less than INR 112 Lakhs (Excluding GST and Taxes) with minimum cumulative excavation work for all three similar work order shall be 1,60,000 cum.

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

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

Note 3 - In case of running contracts, if the contract value executed till last day of the month previous to the one on which NIT is invited i.e. 31-03-2021 is equal to or more than minimum prescribed value as mentioned above, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate to this effect issued by end user/owner.

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

- I. Copy of Work Orders performed in last 7 years with full technical details including detailed Scope of the Work and BOQ mentioning clearly excavation work involved, Contract Value 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, Scope of Work, Executed work value, Service Tax/GST, Contract period and actual Date of Completion. Completion certificate for works issued by a private organization shall be supported by TDS certificates.
- III. Bidder shall furnish similar work experience details as per Annexure – 1 of tender document and enclose work experience documents as asked above.

- 5.2 Average Annual financial turnover during last three (03) financial years of the bidder should be at least INR 83.7 Lakhs. For evaluation of same, Bidder shall submit Audited Annual Statements (Balance Sheet and Profit & Loss account) of the company for last three (3) financial years. If audited financial results of the immediate preceding financial year is not available, the bidder has an option to submit the audited financial results of the three (03) financial years immediately prior to that financial year. The same will be considered for evaluation of average financial turnover. Audited annual statement shall be certified by CA with membership number.
- 5.3 The bidder must sign in each page of tender documents as a token of acceptance indicating read, understood and accepted the Terms & Conditions mentioned in tender documents.
- 5.4 The bidder shall have valid company registration, PAN card issued by Income Tax department, registration with EPF Organization and Valid GSTIN registration. As a documentary proof of same, the bidder shall submit signed, stamped and scanned copy of Certificates like Registration certificate, registration with EPF Organization, GSTIN Registration certificates, PAN card issued by Income Tax Department.

6.0 Evaluation of Bids:

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

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

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

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

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

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

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

6.7 In case tie between two or more bidders at L-1 position, the sole criterion for determining the L1 bidder shall be on the basis of Annual Turn Over of the party in the most recent years. Party having the highest annual turnover in total in the most recent years will be considered as L1party.

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

Bidder quote factor = $1 \pm (\text{Quoted rate in Percentage} / 100)$

“+” to be considered If bidder quotes Excess(+).

“-“ to be considered if bidder quotes Less(-).

For Example- If bidder quotes Excess (+) 10% then bidder quote factor will be 1.1. Similarly, If bidder quotes Less (-) 10% then bidder quote factor will be 0.9.

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

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

7 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 contactor 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 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. Amendments of Bidding Documents: Owner may, for any reason whether at his own initiative or in response to the clarification requested by the prospective bidder(s) issue amendment in the form of corrigendum / addendum/ amendment during the bidding period and subsequent to receiving the bids. Any corrigendum / addendum/ amendment thus issued shall become part of bidding document and bidder shall submit duly signed and stamped copy of addendum along with bids. For addendum issued during the bidding period, bidder shall consider the impact in their bid. For addendum issued subsequent to receiving the bids, bidder shall follow the instructions issued along with addendum with regard to submission of impact on quoted price / revised price, if any.

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

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

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

Bank Name – State Bank of India

IFS CODE: SBIN0004803, Account No: 38387231141.

12. EMD value: **Rs. 5,60,00.00** (Rupees Five Lakh Sixty Thousands only).

13. Price Bid Validity date 120 days from bid opening date.

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.**

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

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

17. **LOCAL CONDITIONS**

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

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 Sindri, Dhanbad, Jharkhand and rules related to work permit at Sindri, Dhanbad, Jharkhand or in any way or manner affecting the performance of Scope of Work, the Contractor and the Plant operation and performance including social security, safety, pollution control, permits, licenses, and other statutory requirements and regulations. The submission of a Bid by the Bidder will be construed as evidence that such an examination was made and the Bidder shall not raise at any time later any claims/disputes against the OWNER and the OWNER shall not be liable for the same in any manner whatsoever.

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

19. Guideline for submission of bid :

19.1 Technical Bid:

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

- Signed, Stamped and Scanned copy of payment proof for Earnest Money Deposit (EMD).
- Signed, Stamped and Scanned copy of Work Orders along with Completion/Acceptance Certificate from End User/OWNER performed in last 7 years with full technical details including detailed Scope of the Work, Contract value, Completion Period and completely filled Annexure -1 as mentioned in Tender document, Instruction to Bidder, clause 5.1 of Technical Qualification. The Completion / Acceptance Certificate shall clearly indicate the LOI / Work Order no., Name of Work, Contract Value, Scope of Work, Contract period and actual Date of Completion.
- Signed, Stamped and Scanned copy of Certificates like Registration certificate, registration with EPF Organization, GSTIN Registration certificates, PAN card issued by Income Tax Department, Latest Income Tax Clearance Certificate / ITR/ last three financial year audited balance sheet certified by CA. with membership number etc as mentioned in Tender document, Instruction to Bidder, clause 5.2 and 5.4 of Technical Qualification
- Signed, Stamped and Scanned copy of Tender Documents- Instruction to bidder, General Condition of contract, Scope of work and Special condition of contract, Schedule of Rates as mentioned in Tender document, Instruction to Bidder, clause 5.3 of Technical Qualification
- Signed, Stamped and Scanned copy of affidavit on company letter head, 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 and Scanned copy of Certificate from CEO or Managing Director, in the format as enclosed as **Annexure- D** of Tender Document.
- Signed, Stamped & Scanned copy of format For Electronics Payment as per **Annexure-E**
- MSMEs seeking exemption and benefits should enclose an attested/self-certified and stamped copy of valid registration certificate, giving details such as validity, stores/services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to 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.

19.2 Price Bid:

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

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

19.2.2 The tenderer shall quote their rate in percentage rate over total estimated cost of all items of BOQ portion up to two decimals only in price bid. Tenderers to note that only first two decimals shall be considered for evaluation if quotation is having more than two decimals. Bidder to go through Preamble to SOR mentioned in the tender document before quoting.

19.2.3 For all items mentioned in BOQ/SOR, Bidder shall quote their price bid in “BOQ1”. Against Quoted Rate in Figures, Bidder is required to select “Excess(+) / Less(-)” from drop down menu and then they have to quote rate in percentage up to two decimals only.

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

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, registration with EPF Organization, GST Registration certificates, PAN card issued by Income Tax Department, Latest Income Tax Clearance Certificate / ITR/ last three financial year audited balance sheet certified by CA. with membership number etc		
III	Signed, Stamped and Scanned copy of Work Orders along with Completion/Acceptance Certificate from End User/OWNER performed in last 07 years with full technical details including detailed Scope of the Work, Contract value and Completion Period and completely filled Annexure-1		
IV	Signed, Stamped and Scanned copy of affidavit on company letter head, as specified in Annexure A of tender document.		
V	Signed, Stamped and Scanned copy of Tender Acceptance Letter as per Annexure-B & Letter of authorization to submit bid		
VI	Signed, Stamped and Scanned copy of No deviation Certificate as per Annexure-C		

VII	Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director, in the format as enclosed as Annexure- D of Tender Document		
VIII	Signed, Stamped and Scanned copy of Tender Documents- Instruction to bidder, Instruction for online bid submission, General Condition of contract, Scope of work and Special condition of contract, Schedule of Rates (SOR).		
IX	Signed, Stamped & Scanned copy of format For Electronics Payment as per Annexure-E		
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 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, the bidder and his authorized personnel will be granted permission by Unit Head (HURL Sindri Project) to enter upon HURL Sindri project premises and may visit the site before quoting their rates.

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

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

Instructions for Online Bid Submission:

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

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

1.0 REGISTRATION

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

2.0 SEARCHING FOR TENDER DOCUMENTS

- 2.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective

'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.

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

3.0 PREPARATION OF BIDS

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

4.0 SUBMISSION OF BIDS:

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

available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

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

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

5.0 ASSISTANCE TO BIDDERS

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

0120-4001 062

0120-4001 002

0120-4001 005

0120-6277 787

**E-mail
support:**

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

Technical - support-eproc(at)nic(dot)in

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

Or

Mr. Deepak Kumar, Manager (C&M) / Mr. Mukesh Bhinchar, Dy. Manager (E&M)
HURL- Sindri Project,
Phone No. – 0326 - 2245460
Email id : deepakkumar@hurl.net.in / mukeshbhinchar@hurl.net.in

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GENERAL CONDITIONS OF CONTRACT (GCC)

1. Scope of Contract

The Scope of Contract shall be as per technical specification as mentioned in 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 by the owner limited to the GST charges indicated by the bidder in the summary of work.

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

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

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

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

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

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

6. Completion Period/ Time Schedule

Sl.No.	Particulars	Time Schedule/ Contract Period
1.	Completion of Total Work	04 (Four) months from date of acceptance of LOA

7. Payment Terms

- The payment shall be made for the actual job executed by the Agency after due verification and certification by the concerned Engineer-in-charge of the HURL, Sindri Project.
- The agency shall submit the measurements for all the jobs executed for previous month by 15th of every month. Failing which the responsibility of delay in billing will rest with the agency.
- The Agency shall submit bills in triplicate on monthly basis to the concerned Engineer in-charge of the HURL, Sindri Project.
- In-come Tax as applicable as per IT Rules shall be recovered at source and other taxes as applicable will be deducted from the Running/final bill.
- The Bills shall be submitted on running bill of running work on monthly basis. Payment shall be released within 30 days of submission of invoice by the party.
- The agency shall pay applicable GST and claim it along with RA Bills.
- All payments shall be made in Indian currency by means of Electronic Clearance Service (ECS) or Cheque only.
- The successful bidder will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance and any other mandatory provisions of law in respect of the persons deployed by Contractor for this work.
- Successful bidder shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to HURL to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- The successful bidder shall maintain all statutory registers under the applicable Law. The bidder shall produce the same, on demand, to the EIC of HURL nominated for this work.
- The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. Each monthly bill must accompany the list of employees with their date of engagement.
- The Tax deduction at Source (T.D.S) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by HURL.
- In case, the successful bidder fails to comply with any statutory/taxation liability under appropriate law, and as a result there of HURL is put to any loss / obligation, monetary or otherwise, HURL will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the bidder, to the extent of the loss or obligation in monetary terms.

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

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

SI No	Particulars	% of the value of work
1	Value of actual work done against submission of running bill shall be released within 30 days after certification by the owner after recovering of the following: a. Statutory deduction as Income tax as applicable. b. Any other recovery if any	97.00 %
2	Expiry of Six months from the date of completion of work and certification by the owner.	03.00 %

8.0 EARNEST MONEY DEPOSIT (EMD)

- 8.1** Bidders shall have to deposit earnest money of **Rs. 5,60,000/-** (Rupees Five Lakh Sixty Thousand Only) in the account of HURL as detailed in clause 11, Instruction to bidders of tender document. Tenders received without earnest money shall not be entertained and shall be summarily rejected.
- 8.2** The earnest money shall be forfeited if the Bidder withdraws/ amends, impairs and derogates from the tender.
- 8.3** EMD shall be refunded to all the unsuccessful Bidder within thirty days of acceptance of work order by the successful Bidders and no interest shall be payable thereon. EMD of the bidders whose price are not considered to be opened, shall be released/refunded at the earliest but not later than thirty days beyond the award of the subject work.
- 8.4** The Earnest money will be forfeited in the following conditions:
- (a) If at any stage, any of the information/ declaration given by the bidder is found to be false.
 - (b) If a bidder withdraws his bid during the period of bid validity period specified in the terms and conditions of tender.
 - (c) In case of any selection of bidder, if he fails to enter in to the contract or fails to furnish his responsibilities as mentioned in the above referred clauses of the tender document.
- 8.5** Exemption from submission of EMD :
- Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006, for goods produced

and services rendered, shall be exempted from paying Earnest Money Deposit.

Bidders are required to upload Signed, Stamped and Scanned copy of the Certificate as part of Technical Bid, failing to which their bids are liable for rejection.

8.7 Price Bids shall be opened only of those bidder(s) whose EMD shall be found as per the requirement of the bidding documents.

9.0 SECURITY DEPOSIT:

- EMD of successful bidder will be converted to Security Deposit after award of contract. Successful Bidders who are exempted from submission of EMD on account of MSME/NSIC/SSI, shall have to deposit security deposit of Rs. 5,60,00.00 (Rupees Five Lakh Sixty Thousand Only) before award of contract/Work Order.
- Further, The security deposit at the rate of 03.00 % shall be recovered from the subsequent monthly bills. The security deposit shall be kept as performance guarantee and shall not bear any interest. It will be refunded to the Agency after 06 Months from the satisfactory completion of contract period however, the contractor will have to apply in writing, along with original cash receipt for refund of security deposit
- The HURL reserves the right to forfeit the security deposit if the Agency fails or neglects to take up the job, abide by to fulfil the terms and conditions of the contract and/or to execute the work satisfactorily

10.0 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. Individual Item mentioned in SOR part-A may vary to any extent for which no revision of rate will be applicable. However, the upper ceiling of total quantum of variation of work shall be limited to 25 % 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

11.0 Insurance

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

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

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

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

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 AMENDMENT/ SUSPENSION/ TERMINATION OF THE CONTRACT:

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

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

15.0 SETTLEMENT OF DISPUTE:

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

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

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

16.0 JURISDICTION OF COURT:

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

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.

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Scope of work / Special condition of contract

Work Details : De-silting/Wet Excavation works in Old settling tank through amphibious excavator and other mechanical excavators including Lifting and transportation of De-silted material from Old settling tank site to identified disposal site and pond edge protection work at Sindri, Dhanbad Jharkhand.

Detailed Scope:

- Mechanical Excavation and earth work including De- silting/Wet excavation works at Old settling tank in all kind of soil including tank bed sediment, shore deposit, hard soil, hard soil mixed with kankar, boulders, murrum, sand, silt, highly weathered rock, mud etc. in wet/dry/ underwater condition (the operation shall include operation of amphibious excavator which can operate on land, swamp and on water surface and other sufficient number of mechanical excavators, partitioning the lake with coffer dam (if needed to provide working conditions for other mechanical excavators), diverting water/ bailing out of water from one partition to another partition of the tank (by making temporary earthen coffer dams in the lake) in or under water and providing dewatering areas, safety railings, nets, yard, lighting, approaches diversions, disposal of excavated material all around the edges of the settling tank by including loading/unloading, transportation by tipping trucks/dumpers, unloading disposal material to be spread (by Dozer, mortar Grader , tractor, etc) and laid in layers with at disposal site.
- Labour experienced in silt & sludge removal in grit wells, collection wells will be required for carrying out this job.
- The excavated silt & sludge have to be transported, dumped and levelled all around the tank edges as per instructions of Engineer-in-charge.
- Some other work like as pond edge protection, repairing of brick work, plaster, flooring and fixing of hand rails with paint etc work which is required in pond area shall be including in this work.
- If needed approach road should be made by the contractor to reach the desire location of the settling tank at their own cost.
- If needed necessary approval from the local authority should be taken by the contractor at their own cost for disposal of silt.

Quantification of Silt and Material to be excavated:

Based on reference depth data available for Old settling tank and previous surveys conducted at various times, it has been estimated that total Silt/Sludge/Sediment/muck deposited on Old settling tank lake bed is approximately 1.5 meter. Considering the total area of the tank 11.18 Hectare and average depth of excavation 1.5meter, total Silt/Sludge/Sediment/muck that to be excavated and removed from Old settling tank is estimated approximately 160000 Cubic Meter.

However, final quantity, depth and area of excavation would be finalized after Pre excavation survey that shall be conducted by the Contractor through an approved agency (Third party agency) engaged by the contractor at their own cost, under the supervision of HURL and nominated officers of other authorities.

Methodology for Execution:

- Contractor is required to submit the complete methodology and timelines, well in advance for execution of each activity for approval of Engineer In charge.
- The contractor shall proceed with the approved methodology only.
- In case methodology is not approved by Engineer In charge, contractor is required to submit revised methodology as per inputs of the Engineer in charge till he gets the approval of EIC. The methodology and the timeline of the work should be submitted after award of contract.
- The Methodology shall ensure and guarantee complete safety of the geological strata, zone of hydrological fault if any, any structures above or below ground and any utilities within or adjoining the property.
- The contractor shall prepare complete plan in compliance with various statutory requirements and in agreement with the scope of work, get it checked properly from designated authority and obtain any statutory approvals or validations as may be directed by the client and EIC.

Measurement of Excavated Material and Payment:

Pre and Post Excavation survey (Third party agency) shall be done as per site condition by taking levels at approx. 5m to 10m intervals to confirm the depth of sediment/silt that to be removed. The final volume shall be calculated based on the survey conducted immediately after award of contract before commencement of desilting/wet excavation work and after completion of desilting/wet excavation work up to excavation limits marked by HURL.

OR

As per the direction of EIC

Quantity Variation:

The quantity of any item of BOQ may vary to any extent for which no revision of rate will be applicable. Further, overall deviation limit shall be within ± 25 % of the contract value.

Dewatering

If needed contractor should do dewatering at their own cost.

Special Condition of Contract: -

1. The work will be executed as per the SOR & CPWD specifications.
2. In case any item is required to be executed for completion of work which is not included in SOR, same shall be executed as per rate of DSR 2018 after approval from EIC.
3. The contractor shall provide direct service to HURL and shall not offload complete work to any Sub- Contractors.
4. The Contractor shall note that the quantities of the different Items, as given in the "Schedule of Rates" are tentative based on tentative tender drawings and are subject to variation and they shall not be entitled to claim any higher rate or compensation on this account. Owner reserves the right to change / modify the size and type of sections at any time. Owner does not guarantee work under each item of the Schedule of Quantities.
5. The total quantum of work may vary up to $\pm 25\%$ on either side the Contract Price and nothing extra over the Unit Rate as referred in Schedule of Rates will be paid on this account. Quantum of individual item may vary to any extent. However, in case of any increase in executed / work order value beyond awarded value, contractor shall prepare statement of such expected variation based on the drawings issued for construction or as per site condition and shall obtain prior issuance of formal amendment to Contract from the OWNER in this regard. In no case, the value of executed value should exceed the awarded value without prior written approval from owner.
6. LD/Penalty Clause: In the event of delay in completion beyond contract completion period, penalty @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).
7. The payment shall be released as per monthly RA Bills with all statutory deduction.
8. For proper execution of work, qualified and experienced staffs in the field (excavation/ desilting & other finishing work) shall be deployed at site.
9. For proper execution and successfully carrying out the works, sufficient number of mechanical equipments and vehicles like Excavator, JCB, Tipper, Tractor trolley etc shall be deployed at site. The quantity of these equipments/vehicles shall be proposed in methodology by the vendor for approval of EIC.
10. For all the deployed mechanical equipment / vehicles, the vendor shall produce valid Registration certificate (R.C.), Insurance, Vehicle Fitness certificate, Pollution certificate (PUC), Invoice and other relevant documents. If required, the vendor shall submit Third party inspection (TPI) certificate as asked by EIC. All the above required documents shall be produced to EIC before deployment of equipment/vehicle at site. These equipment/vehicle shall be deployed only after obtaining vehicle gate pass from HURL.
11. For proper execution of work sufficient numbers of tools & tackles needs to be provided by the agency at their own cost, nothing shall be paid extra for this.
12. The work carried out shall be in orderly manner without any noise and obstruction to flow of traffic.

13. All rubbish, debris etc. shall be disposed at the earliest and the place shall be cleaned at the end of each day's work.
14. All the debris/silt recovered from the drain will be properly stacked, transported, Treated and disposed as per direction of EIC. The disposal site should be environmentally suitable and proper measure should be taken by the contractor at their own cost for preventing any adverse affect on environment.
15. The contractor will take all necessary measures to protect the environment and to Prevent pollution or untoward affects on nature at his own cost and risk during the Execution of the work.
16. The Contractor shall ensure that his staff is qualified and licensed for their part of work. The staff shall behave in a courteous manner. The contractor will be held responsible for any loss or damage to the property (If any) and recovery shall be made accordingly from the RA Bill.
17. SAFETY CLAUSES: All safety requirements shall be fulfilled by contractor. Safety of all manpower, tools involve shall be under contractor scope. Safety in totality is complete responsibility of contractor. 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. For non-compliance of introductions for safety measures, suitable penalty will be imposed and the decision of EIC-HURL shall be final and binding to the contractor. The contractor shall be completely responsible for any consequence arising out of execution in Cleaning and Desilting work of Settling Tank at HURL Sindri project.
18. The contractor is fully responsible for the safety of men, material while transportation and machinery usage while desilting/loading/unloading and dumping/stacking etc. Necessary PPE's like safety shoes, helmets, gumboots, goggles, hand gloves and shovels etc shall be provided to labour while working at site.
19. The contractor shall maintain site order book, labour attendance register, list of machineries at site and update the progress of works on daily basis to the Engineer In Charge. The contractor shall also will furnish information and records to such teams as directed by the Employer through the site Engineer concerned.
20. When instructed to do so, the contractor shall ensure storing of reparable/ dismantled material and proper maintaining records.
21. The contractor has to make his own arrangement for use of water and electricity including extending temporarily lines etc. The responsibility for following relevant rules, regulations and loss in the regard shall be entirely that of the contractor.
22. The contractor has to complete the work of any item of work within stipulated time as desired by Engineer-in-charge by increasing of manpower, material, T&P etc. for which no extra cost will be paid.
23. The contractor shall abide by all statutory rules and regulations of Local authority, State and Central Govt. as the case may be with regard to statutory benefits and non-statutory benefits prevailing at HURL-Sindri as applicable, at his own cost and hence the agency has to quote their rate accordingly by taking care of all these.

24. The contractor shall have to comply with the provision of payment of wages Act,1936, minimum wages Act, 1948, Employee liabilities 1938, Workers' compensation Act,1923. Industrial dispute Act,1947, contract labour (Regulation and abolition) Act,1970 with latest modification thereof or any other related law and rules made time to time. No extra claim shall be entertained by HURL on this account.
25. HURL reserve the right to terminate the contract at any time during the contract period in case performance is not found satisfactory and work not carried as per instruction of Engineer-in-charge.
26. The price shall be firm and no variation shall be allowed on any account till execution of complete work.
27. Submission of Invoice: All invoices to be raised in the name of Hindustan Urvarak & Rasayan Limited and will be submitted to Incharge (Civil dept)/ EIC, HURL Sindri Dhanbad (Jharkhand).
28. The performance under this contract, shall not stop for any reason, whatsoever, during the said dispute/proceeding, unless the service provider is specifically directed by HURL to desist from working in this behalf.
29. Governing Law: This contract shall be governed by the Indian Laws for the being in force and the Delhi courts alone shall have the exclusive jurisdiction on all matters arising under the contract.
30. Any other deviation, exceptions, observations, if any of your offer and any subsequent corresponding which are contrary to the provision of the bidding document, any amendments referred above shall stand with drawn without any extra financial implication to owner.
31. Necessary insurance(s) to Contractor at his cost 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 own cost.

BOQ / SCHEDULE OF RATES (SOR)

S.N	DSR Code 2018	Description	Unit	Quantity	Estimated Unit Rate Excluding GST	Amount in Rs.
1	2.31	Clearing Jungle including uprooting of vegetation, grass, brush wood, trees and sapling of grith up to 30 cm measured at a height of 1 M above ground and removal of rubbish up to a distance of 50 m out side the periphery of the area cleared.	SQM	3000	11.00	33000.00
2	2.6.1	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge. All kinds of soil	CUM	160000	159.43	25508800.00
3	2.28.1	Surface dressing of the ground including removing vegetation and inequalities not exceeding 15 cm deep and disposal of rubbish, lead up to 50 m and lift up to 1.5 m. All kinds of soil	SQM	3000	21.35	64050.00
4	4.1.8	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level -1:4:8 (1 Cement : 4 coarse sand (zone-III) : 8 graded stone aggregate 40 mm nominal size)	CUM	20	5075.86	101517.20
5	5.1.3	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level - 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size).	CUM	2	6396.86	12793.72
6	5.9.3	Centering and shuttering including strutting, propping etc. and removal of form work for - Suspended floors, roofs, landings, balconies and access platform	SQM	10	607.61	6076.10
7	5.22.6	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level. Thermo-Mechanically Treated bars of grade Fe-500D or more.	KG	100	73.21	7321.00
8	6.1.2	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in: Cement mortar 1:6 (1 cement : 6 coarse sand)	CUM	150	5398.36	809754.00

9	6.12.2	Half brick masonry with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundations and plinth in :6.12.2 cement mortar 1:4 (1 cement : 4 coarse sand) sqm 773.75	SQM	1000	678.36	678360.00
10	10.26.1	Providing and fixing hand rail of approved size by welding etc. to steel ladder railing, balcony railing, staircase railing and similar works, including applying priming coat of approved steel primer. M.S. tube	KG	1000	127.69	127690.00
11	11.3.1	Cement concrete flooring 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate) finished with a floating coat of neat cement, including cement slurry, but excluding the cost of nosing of steps etc. complete- 40 mm thick with 20 mm nominal size stone aggregate.	SQM	300	436.91	131073.00
12	13.7.2	12 mm cement plaster finished with a floating coat of neat cement -1:4 (1 cement : 4 fine sand)	SQM	1000	287.78	287780.00
13	15.7.4	Dismantling Brick work	CUM	20	1288.69	25773.80
14	13.18	Neat cement punning	SQM	600	55.01	33006.00
15	15.2.2	Demolishing cement concrete 1:4:8	CUM	10	940.55	9405.50
16	13.38	Satna lime wash on walls with one coat	SQM	3000	10.08	30240.00
17	13.87.1	White washing with lime to give an even shade Old work (two or more coats)	SQM	500	14.69	7345.00

Total Estimated Cost in Rs. (Excluding GST)= 2,78,73,985.32

Note –

- (i) The above Cost estimate rates are considered from DSR 2018 exclusive of GST. Bidders shall quote price for SOR items in price bid exclusive of GST.
- (ii) GST as applicable shall be paid extra.

(#) Quantities indicated in the above table are tentative only. All the items may or may not be executed either partially or fully. There shall not be any compensation for non-execution of any item or multiple items either partially or fully.

FORMAT OF PRICE BID / BOQ

Validate Print Help

Percentage BoQ

Tender Inviting Authority: General Manager (BUH)

Name of Work: Cleaning and Desilting of Settling Tank at HURL Sindri Project

Contract No: 0326-2245460

Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
PRICE SCHEDULE (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)						
1	1					
	Cleaning and Desilting of Settling Tank at HURL Sindri Project					
1.01	Clearing Jungle including uprooting of vegetation, grass, brush wood, trees and sapling of grith up to 30 cm measured at a height of 1 M above ground and removal of rubbish up to a distance of 50 m out side the periphery of the area cleared.	3000	SQM	11.00	33000.00	INR Thirty Three Thousand Only
1.02	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge. All kinds of soil	160000	CUM	159.43	25508800.00	INR Two Crore Fifty Five Lakh Eight Thousand Eight Hundred Only
1.03	Surface dressing of the ground including removing vegetation and inequalities not exceeding 15 cm deep and disposal of rubbish, lead up to 50 m and lift up to 1.5 m. All kinds of soil	3000	SQM	21.35	64050.00	INR Sixty Four Thousand & Fifty Only
1.04	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level -1:4:8 (1 Cement : 4 coarse sand (zone-III) : 8 graded stone aggregate 40 mm nominal size)	20	CUM	5075.86	101517.20	INR One Lakh One Thousand Five Hundred & Seventeen and Paise Twenty Only
1.05	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level - 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size).	2	CUM	6396.86	12793.72	INR Twelve Thousand Seven Hundred & Ninety Three and Paise Seventy Two Only
1.06	Centering and shuttering including strutting, propping etc. and removal of form work for - Suspended floors, roofs, landings, balconies and access platform	10	SQM	607.61	6076.10	INR Six Thousand & Seventy Six and Paise Ten Only
1.07	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level. Thermo-Mechanically Treated bars of grade Fe-500D or more.	100	KG	73.21	7321.00	INR Seven Thousand Three Hundred & Twenty One Only
1.08	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in: Cement mortar 1:6 (1 cement : 6 coarse sand)	150	CUM	5398.36	809754.00	INR Eight Lakh Nine Thousand Seven Hundred & Fifty Four Only
1.09	Half brick masonry with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundations and plinth in :6.12.2 cement mortar 1:4 (1 cement : 4 coarse sand) sqm 773.75	1000	SQM	678.36	678360.00	INR Six Lakh Seventy Eight Thousand Three Hundred & Sixty Only
1.1	Providing and fixing hand rail of approved size by welding etc. to steel ladder railing, balcony railing, staircase railing and similar works, including applying priming coat of approved steel primer. M.S. tube	1000	KG	127.69	127690.00	INR One Lakh Twenty Seven Thousand Six Hundred & Ninety Only
1.11	Cement concrete flooring 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate) finished with a floating coat of neat cement, including cement slurry, but excluding the cost of nosing of steps etc. complete- 40 mm thick with 20 mm nominal size stone aggregate.	300	SQM	436.91	131073.00	INR One Lakh Thirty One Thousand & Seventy Three Only
1.12	12 mm cement plaster finished with a floating coat of neat cement -1:4 (1 cement : 4 fine sand)	1000	SQM	287.78	287780.00	INR Two Lakh Eighty Seven Thousand Seven Hundred & Eighty Only
1.13	Desmantling Brick work	20	CUM	1288.69	25773.80	INR Twenty Five Thousand Seven Hundred & Seventy Three and Paise Eighty Only
1.14	Neat cement punning	600	SQM	55.01	33006.00	INR Thirty Three Thousand & Six Only
1.15	Demolishing cement concrete 1:4:8	10	CUM	940.55	9405.50	INR Nine Thousand Four Hundred & Five and Paise Fifty Only
1.16	Satna lime wash on walls with one coat	3000	SQM	10.08	30240.00	INR Thirty Thousand Two Hundred & Forty Only
1.17	White washing with lime to give an even shade Old work (two or more coats)	500	SQM	14.69	7345.00	INR Seven Thousand Three Hundred & Forty Five Only
Total in Figures					27873985.32	INR Two Crore Seventy Eight Lakh Seventy Three Thousand Nine Hundred & Eighty Five and Paise Thirty Two Only
Quoted Rate in Figures					Select	0.00
Quoted Rate in Words					INR Zero Only	

Annexure -1

SIMILAR WORK EXPERIENCE SUMMARY TO BE FILLED.

Year	Name of Employer	Description of Work	Contract Number	Value of contract in Rs Lakhs	Date of issue of Work order	Excavation work in cubic meter involved in work order (Shall be mentioned in BOQ of enclosed order)	Specified period of completion	Actual date of completion	Executed work value in Rs. Lakhs	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9	10	11

TO BE SUBMITTED ON COMPANY LETTER HEAD

AFFIDAVIT

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

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

Deponent

Verification

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

Deponent

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)

NO DEVIATION CERTIFICATE

Bidder's Name & Address :	To, BUH, 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 “Cleaning and Desilting of Settling Tank at HURL Sindri Project”, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendments(s) / Clarification(s) / Addenda / Errata (if any) issued by the Owner prior to opening of Techno – Commercial Bids and the same has been taken into consideration while making our Techno – Commercial Bid & Price Bid and we declare that we have not taken any deviation / exceptions in this regards.
2. We further confirm that any deviation variation or additional conditions etc or any mention, contrary to the Bidding Documents and its Amendments(s) / Clarification(s) / Addenda / Errata (if any) as mentioned at 1.0 above found anywhere in our Techno – Commercial Bid and / or price Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing which the Bid Security shall be forfeited.

For and on behalf of :

Stamp & Signature :

Name :

Designation :

Date :

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

Ref. :

Date:

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

Sub:

Bidding Doc. No.

Dear Sir,

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

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

Yours faithfully,

(Signature)

Date

Name & Designation.....

Place

Name of the Company.....

(Seal of Company)

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