



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 Centre, Delhi-110092]

TWO-BID SYSTEM e-TENDER

Hindustan Urvarak & Rasayan Limited, Barauni, invites electronic online bids (e -Tender) through 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 this 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 & ADMIN)

HINDUSTAN URVARAK & RASAYAN LTD., BARAUNI

Open Tender Enquiry Barauni Urvarak Nagar, Begusarai-851115

1. Online bids are invited on two bid system for “Development of Landscaping and Horticulture works in Administrative Building in Plant and Guest House, GM-1, GM-2 Bunglow, Type V Quarters (24nos.) phase I & II, Type IV (renovated) quarters at Township area”. Manual bids shall not be accepted. Tender No.: HURL / BR/ CC / 21-22 /03.
2. Tender documents may be downloaded from 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 – Percentage (%) rate tender--E-Tender.

4. **Critical Date Sheet:**

Published Date	29/04/2021 & 13:00 PM
Bid Document Download / Sale Start Date	30/04/2021 & 13:00 PM
Bid Submission Start Date	30/04/2021 & 15:00 PM
Bid Document Download / Sale End Date	14/05/2021 & 13:00 PM
Bid Submission End Date	14/05/2021 & 15:00 PM
Bid Opening Date	15/05/2021 & 13:00 PM

5. **Pre-qualification criteria (PQC):**

Before submitting bids, online bidders are requested to go through the following pre-qualification criteria (PQC). Bidders to upload /submit relevant PQC documents along with bid (Part-I) duly scanned & digitally signed towards fulfillment of below mentioned PQC.

Offers with incomplete/irrelevant/illegible/ambiguous PQC documents not clearly meeting PQC requirements, shall be liable for rejection without any communication in this regard.

Notwithstanding any other condition / provision in the tender documents, bidders are required to submit complete documents pertaining to Pre-Qualification Criteria (PQC) along-with their offer. However, in case of insufficient documents pertaining to PQC, HURL reserves the right to allow opportunity to the bidders, within fixed deadline, to provide complete and unambiguous documents in support of meeting the PQC. In case the bidder fails to submit the correct and complete documents, the bidder's offer will be rejected.

A) **Commercial Pre-qualification Criteria**

The Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated Cost i.e. Rs. 6,77,821.00

“Proof of ATO shall be submitted in the form of Audited Balance Sheet along with statement of Profit & Loss Account certified by Chartered Accountant”.

Membership No. of Chartered Accountant must be clearly indicated in the above statement.

NIT Publication date shall be considered for reckoning Annual Turnover (ATO).”

- B)** For experience, of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following (value excluding GST) shall be as follows:

One similar nature of completed work (80% of Basic estimated Cost) costing not less than the amount equal to Rs. 18,07,523.00

‘OR’

Two similar nature of completed works (50% of Basic estimated Cost) each costing not less than the amount equal to Rs. 11,29,702.00

‘OR’

Three similar nature of completed works (40% of Basic estimated Cost) each costing not less than the amount equal to Rs 9,03,762.00

“Similar Nature of work” mentioned above is defined as **“Execution/maintenance of Horticulture work in any organization.”**

Cost of completed work order(s), single/two/three mentioned above, is exclusive of service tax/GST and accordingly executed value of the job excluding service tax/GST shall be considered for evaluation of PQC.

- I. Detail work order (similar in nature as defined) along with completion certificate containing executed value of work, service tax/GST, work order reference, actual date of job completion etc. to be submitted by bidders along with the technical bid, towards fulfillment of above PQ criteria.
- II. Wherever executed value is not mentioned in the completion certificate, the copy of certified bills with service tax/GST details as applicable / Separate certificate from respective client (WO issuing company /Engineer In Charge) regarding executed value with service tax/GST details, date of completion etc., shall also be accepted towards fulfillment of PQC, if same is submitted along with completion certificate.
- III. Completion certificate submitted by the bidders shall have clarity with respect to whether service tax/GST is included/excluded in the executed value of the completed job, towards fulfillment of PQC and same shall be ensured by the bidders by submitting proper and relevant documents as required (e.g. separate certificate from respective client regarding service tax/GST) along with completion certificate.
- IV. If no clear documents as mentioned above regarding service tax/GST component included/extra/not applicable with respect to the executed value of the job mentioned in completion certificate is submitted by the bidder & In case Service tax/GST amount / component is also not specified in the submitted completion certificate, then the amount equivalent to rate of applicable service tax/GST as considered by HURL for the subject tender shall be deducted from the value of completed job mentioned in the completion certificate to arrive at the value of the completed job without service tax/GST.
- V. Similar ARC (Annual Rate Contract) Jobs that has been successfully completed by the bidder for the originally awarded period shall be considered as completed works even though such ARC is under execution on account of extension. However original term completion should be within the period as indicated in above PQC. Bidder to submit the relevant document along with bid certifying satisfactory completion of the job, executed value of the job and completion date for original period of contract, along with letter of extension of contract, certified by WO issuing company /Engineer In Charge.
- VI. In case of sub contract orders, credential as sub-contractor for above PQC shall be considered only when such work orders for sub contract has been issued with approval or written permission of end user/owner/consultant of the owner of the contract from the scope of work of which contractor under the contract has sub contracted a part of or entire work under such work order. In this regard, the bidder has to submit a certificate from the end user/owner/consultant of the owner stating that the main contractor has intimated them about the engagement of sub-contracting OR have been allowed/ permitted as a sub-contractor. Based on such Sub contracted portion of the job actually executed by the bidder as subcontractor, PQC evaluation shall be done i.e. In case only part job is subcontracted, similar job & executed value etc for the part job only shall be considered for PQC and not the full job.
- VII. Work completion date shall be considered for deciding the period of work experience.

6. **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.
7. 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.
8. Tenderer who has downloaded the tender from the 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.
9. Intending tenderers are advised to visit CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.
10. 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 NEFT/RTGS:**
Bank Name – State Bank of India, Overseas Branch, NEW DELHI (17313)
IFS CODE: SBIN0004803, Account No: 00000037880422277.
11. EMD amount: **Rs. 45,188.00** (Rupees Forty-Five Thousand One Hundred Eighty-Eight Only).
12. All NSIC /MSME/ SSI 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.
13. 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.
14. 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.
15. HURL Barauni shall not be responsible for any postal /courier delay for submission of EMD original document.
16. Not with standing any other condition/provision in the tender documents, bidders are requested to submit complete documents pertaining to PQC along with their offer. Failure to meet the PQC will render the bid to be summarily rejected. HURL reserve the right to complete the evaluation based on the details furnished by the bidder with or without seeking any additional supporting documents/clarification.
17. 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 Average Annual Turn Over of the party calculated from ATO of the last three years. Party having the highest average annual turnover of last three years will be considered as L1 party.

18. Guideline for submission of bid: -

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

- I. Scanned copy of proof for payment of Earnest Money Deposit.
- II. Scanned copy of proof for qualifying the Pre-qualification criteria of Tender.
- III. Scanned copy Certificates like GST No, PAN No, PF No. etc.
- IV. Signed and scanned Copy of Tender Acceptance Letter (**Annexure-B**), No near relative certificate (**Annexure-E**), Electronic Payment Format (**Annexure-A**)
- V. Signed and scanned copy an undertaking (self-certificate) that the agency hasn't been blacklisted (**Annexure-D**) by a Central / Stat/ e/UT Government institution and there has been no litigation with any government department on account of IT services.
- VI. Signed and scanned copy of No deviation Certificate (**Annexure-C**).
- VII. Signed and scanned Copy of Special condition of contract and General Condition of contract.

Note:

1. Bidders are requested to upload the clearly legible documents only; if the documents are not found legible then offer shall be liable for rejection without any further communication.
2. HURL may consider any or all documents uploaded in e-tender portal relating to the contract without signature, if the same has been uploaded from his authorized ID or DSC.

18.2 Price Bid:

Schedule of price bid in the form of BOQ_XXXX .xls

The below mentioned Financial Proposal/Commercial bid format is provided as BOQ_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to 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 Barauni.

19. Checklist of documents to be submitted online Yes/No:

SN	Documents details to be submitted in e-tender	Submitted (Yes/No)
(i)	Scanned copy of proof for payment of Earnest Money Deposit	
(ii)	Scanned copy of proof for qualifying the Pre-qualification criteria of Tender.	
(iii)	Scanned copy Certificates like Registration Certificate, GST No, PAN No, TIN No etc.	
(iv)	Signed and Scanned Copy of Electronic Payment Format (Annexure-A).	
(v)	Signed and Scanned Copy of Tender Acceptance Letter (Annexure-B).	
(vi)	Signed and Scanned Copy of No deviation Certificate (Annexure-C).	
(vii)	Signed and Scanned Copy of an undertaking that the agency hasn't been blacklisted (Annexure-D).	
(viii)	Signed and Scanned Copy of No near relative certificate (Annexure-E).	
(ix)	Signed and scanned Copy of Special condition of contract and General Condition of contract.	

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 bid 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 log 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 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 Layer128 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 directly to the 24x7 CPP Portal Helpdesk.

Or

Mr. Anayat Alam, Manager(C&I), Mobile No.: - 7781005841, E-mail: alamanavat@hurl.net.in

Mr. Sunil Kumar Sr. Manager(Civil), Mobile No.- .: -9471000529 E-mail: sunilkumar06@hurl.net.in

Mr. Vijay Kumar Yadav, Mobile No.: - 7070818181, E-mail: vijaymca26@gmail.com

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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 6month 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 in line 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 Tender Documents.

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. However, the conditions mentioned in the BOQ regarding GST will be final.
- 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 handing over of site.

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.
- 7.2 10% shall be kept as SD and the same shall be released after completion of contract.
- 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 executed items of the contract may vary depending on the actual requirement, however total value of the contract will be fixed. Contractor are not allowed to execute any work that include deviation in the original value of contract without prior approval from HURL.

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 The Contractor will obtain Insurance Coverage in respect of all your work men towards death or bodily injury or occupational disease sustained by the workmen arising out of and in course of employment under the workmen compensation act 1923.
- 10.2 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.
- 10.3 All contractors' equipment shall be at the sole risk of the contractor.

10.4 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.

10.5 The contractor shall be responsible for 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 rate. 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 bidder to ensure that all his workman has bank account for wage payments. The contractor to submit bank accounts details in respect of all his workman to EIC/OIC before starting the job.

11.5 The bidder 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.

11.6 Personnel deployed should be medically fit to work should possess 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 Labour Law

You will fully comply with all the provisions of the applicable labour laws /rules (both Central & State) whichever are applicable to work men deployed by you in relation to the work order particularly (I) EPF Act 1952 (II) ESI Act 1948 (III) Payment of wages Act 1936 (IV) Minimum wages Act 1948 (V) Employee Compensation Act (VI) Contract Labour (Regular & Abolition) Act 1970 (VII) Payment of Bonus Act 1965 (VIII) Service tax (IX) Payment of Gratuity Act(if applicable) and /or any such other Acts of laws ,regulation passed by the Central, State ,Municipal and Local Govt. agency or authority.

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 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 Average Annual Turn Over of the party calculated from ATO of the last three years. Party having the highest average annual turnover of last three years will be considered as L1 party.

20.0 Notwithstanding any other condition/provision in the tender documents, bidders are requested to submit complete documents pertaining to PQC along with their offer. Failure to meet the PQC will render the bid to be summarily rejected. HURL reserve the right to complete the evaluation based on the details furnished by the bidder with or without seeking any additional supporting documents/clarification.

21.0 No sub-contracting is allowed in partially/fully or any way to other agency by L1 bidder.

21.0 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)** Stipulates the validity period less than what is stated in the tender documents.
- f)** Stipulates his own conditions and does not agree to withdraw the deviations, rendering his bid unacceptable.
- g)** Does not disclose the full names and address of all his partners or Directors as applicable where ever called for in the tender.
- h)** Does not fill in and sign the required annexure, Formats, specifications etc. as specified in the tender.
- i)** Does not submit bid in the prescribed format making it impossible to evaluate the bid.
- j)** Indulges in tampering of tender documents.
- k)** Does not conform to any tender condition which stipulates nonconformance of tender conditions as rejection criteria.
- l)** 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.
- m)** 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.

(Signature of the Bidder, with Official Seal)

XXXXXXXXXXXXXX

Special condition of Contract

1.0 GENERAL

- 1.1 This Special condition of contracts for the subject job is primarily for **Development of Landscaping and Horticulture works in Administrative Building in Plant and Guest House, GM-1, GM-2 Bungalow, Type V Quarters (24nos.) phase I & II, Type IV (renovated) quarters at Township area.** The described scope of work is indicative only and not exhaustive.
- 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 additional 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):

- 2.1 Cleaning of jungle around Administrative Building (except some area in front of Admin building where development of garden has taken place), Guest House, GM-1, GM-2 Bungalow, Type V Quarters (24nos.) phase I & II, Type IV (renovated) quarters & including uprooting of rank vegetation, grass, brush wood, trees and saplings of girth and removal of rubbish as per direction of Officer-in-Charge.
- 2.2 Uprooting rank vegetation and weeds by digging the area to a depth of 60 cm, removing all weeds and other growth with roots by forking repeatedly, breaking clods, rough dressing, flooding with water, uprooting fresh growths after 10 to 15 days and then fine dressing for planting new grass, including disposal of all rubbish with all leads and lifts as per direction of Officer-in-Charge.
- 2.3 Preparation of mounds of various size and shape by available excavated/supplied earth in layers not exceeding 20 cm in depth, breaking clods, watering of each layer, dressing etc., lead up to 50 meter and lift up to 1.5 m complete as per direction of Officer-in-Charge.
- 2.4 Mixing good earth and manure as per directions and requirements and spreading before grassing with selection No. 1 grass in rows 5 cm apart in both directions including watering and maintenance of the lawn for 60 days or more till the grass from a thick lawn, free from weeds and fit for mowing including supplying good earth.
- 2.5 Preparation of beds for hedging and shrubbery by excavating 60 cm deep and trenching the excavated base to a further depth of 30 cm, refilling the excavated earth after breaking clods and mixing with sludge or manure in the ratio of 8:1 (8 parts of stacked volume of earth after reduction by 20% : one part of stacked volume of sludge or manure after reduction by 8%), flooding with water, filling with earth if necessary, watering and finally fine dressing, levelling

- etc. including stacking and disposal of materials declared unserviceable and surplus earth by spreading and levelling as directed, within a lead of 50 m, lift up to 1.5 m complete.
- 2.6 Plantation of Trees, Shrubs, and Hedge at site including watering and removal of unserviceable material's as per direction of Officer-in-Charge.
 - 2.7 Edging with bricks laid dry length wise, including required excavation, refilling, consolidating with hand packing and spreading surplus earth neatly within a lead of 50 m: 2.19.1 Common burnt clay F.P.S. (non modular) bricks of class designation 7.5
 - 2.8 Filling of the following size empty pots with mixture of good earth & manure in the ratio of 2:1 (Two part of Good earth & one part of manure) and placing them on appropriate place i/c carriage of earth, manure and pots up to 50 mtr, as per direction of officer-in-charge.
 - 2.9 Supplying & Stacking of Selection No. 1 Grass at site fresh & free from weeds having proper roots in green including loading, unloading, carriage and all taxes paid etc. and as per direction of officer-in-charge.
 - 2.10 Supplying and stacking of good earth at site including royalty and carriage up to 5 km complete (earth measured in stacks will be reduced by 20% for payment).
 - 2.11 Supplying and stacking at site dump manure from approved source, including carriage up to 5 km complete (manure measured).

The scope of work includes development of lawn with no1 grass with hedge all along the road side and plantation of flower/ornamental/decorative plants as per direction of Engineer in charge.

3.0 Maintenance:

- 3.1 Maintenance of lawn Mowing/cutting – one- Two times in a month at least.
- 3.2 Removal of cuts grass and weeds as & when required.
- 3.3 Watering -As when as required.
- 3.4 Application of manure / fertilizer as and when required in plants.
- 3.5 Maintenance of Hedge/ Edge- - Trimming of hedge – Two three times in a month at least and as & when required.
- 3.6 Maintenance of trees shrubs - At least two times in a month and as & when required.
- 3.7 Maintenance of seasonal / other flower bed Trenching, breaking clods, mixing and application of manure – 2 times in year. - Planting of seedling – Two times in a year or as & when required.
- 3.8 Maintenance of permanent / seasonal potted plants- Making mixer for filling and refilling of potted plants – one-two times in a year.

4.0 Terms and Condition:

- 4.1 The work will be executed as per the SOR/BOQ items & CPWD specifications.
- 4.2 The quantity of any item of SOR/BOQ may vary to any extent for which no revision of rate will be applicable. Further, overall deviation limit shall be within $\pm 10\%$ of the contract value. However, in case of any variation, contractor shall obtain approval of HURL prior to execution.
- 4.3 The work also includes maintenance of grass, hedges, and plants till the completion of contract period.

- 4.4 Empty pots Shall be provided by Contractor.
- 4.5 The payment shall be released as per monthly R A Bills with all statutory deduction
- 4.6 10% SD will be deducted in each R A Bills.SD will be released only after payment of final bill and completion of defect liability period.
- 4.7 GST will be extra and reimbursed to the agency after submission of the documentary evidence.
- 4.8 The contractor will have to engage one (01) experienced horticulture supervisor for the supervision and co-ordination of maintenance and development works. He should be available during working hours for taking instruction of EIC for which no extra payment shall be made by HURL, failing which deduction of Rs300.00 per day shall be deducted from contractor's RA Bill.
- 4.9 For proper execution of work sufficient numbers of tools & tackles are to be provided by the agency at their own cost, nothing shall be paid extra for this.
- 4.10 The contractor has to complete the work of any item of work within short notice as desired by officer-in-charge by increasing of manpower, material, T&P etc. for which no extra cost will be paid.
- 4.11 Spraying / dusting of insecticides, pesticides and fungicides on lawns, Plants trees, shrubs, hedge / edge, flower beds etc. should be carried out as and when required by HURL. Sprayer, fertilizer, manure would be supplied by agency at his own cost and nothing shall be Paid extra for this. Failing which Rs.500.00 shall be deducted from RA bill.
- 4.12 Watering of all plants and flower beds etc. shall be carried out as per requirements. It will not be obligatory on part of HURL to ensure supply of water at all locations of horticulture works. The agency will have to make his arrangement from existing water supply of HURL.
- 4.13 If the agency fails to maintain the entire area in proper condition in spite of seven (07) days' notice served to the agency. HURL will get the job done at the risk and cost of the agency, being a special type of work.
- 4.14 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-Barauni as applicable, at his own cost and hence the agency has to quote their rate accordingly by taking care of all these.
- 4.15 The contractor shall have P.F. code no. As per statutory requirements of provident fund Act, and extend the facilities of P.F. contribution of the act at his own cost and no extra claim shall be entertained by HURL on this account.
- 4.16 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.

4.17 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 Officer-in-charge.

4.18 The price shall be firm and no variation shall be allowed on any account till execution of complete work.

4.19 Submission of Invoice: All invoices to be raised in the name of Hindustan Urvarak & Rasayan Limited and will be submitted to Unit Head/ GM/ Sr. Manager /Chief Manager/ HURL Barauni (Bihar).

4.20 Price reduction/LD/Penalty Clause: In the event of delay in completion beyond contract completion period, price reduction@ 0.5% per week of part there of subject to maximum 5% of total P.O. value shall be recovered from contractor's bill(s).

4.21 The contractor will compulsorily take insurance under Workmen Compensation Act for all the contract persons engaged by him for execution of contract on his own cost.

4.22 The Contractor shall comply with all the applicable labor laws.

4.23 The contractor shall ensure compliance of all statutory requirements as per SCC terms & conditions and all Central & State Government notification from time to time.

4.24 Completion period: 12 months from issuance of LOA.

4.25 The contractor will compulsorily take insurance under Workmen Compensation Act for all the contract persons engaged by him for execution of contract on his own cost.

4.26 Any increasing or decreasing in statutory minimum wage as notified by the Government with respect to minimum wage shall be reimbursed to or deducted from the contractors bills from date of said increase or decrease effected by the Govt. in respect of each workers engaged by the contractor during pendency of the contractor. Also, consequential effect of increase/decrease, minimum wages toward PF (Limited to Employer's contribution only), bonus, ESI shall also be reimbursed to the contractor or deducted from the contractor's bill as case may be- subject to the production of the relevant proof. Mode of reimbursement of such differential wage will be as follows:

"All difference in wage shall be reimbursed on actual labour deployment basis after completion of 12 months of contract period or final bill whichever is earlier on the written request of the contract with requisite statement and proof of documents for claim" However, the owner shall not reimburse any increase in amount thereof towards income tax and sale/trade tax, any other applicable taxes etc. these liabilities are to be borne by the contractor only.

5.0 HURL'S SCOPE OF WORK:

Nil.

6.0 MEASUREMENT OF WORKS:

6.1 Measurement of work shall be made in the units mentioned in the schedule of rates (SOR)/BoQ.

7.0 CONTRACT SCHEDULE

7.1 The initial contractual duration of contract shall be for a period of 12 months from date of handing over of site with further provision of extension of another 12 months with same prices, terms & conditions on mutual consent basis provided the performance of the contractor is satisfactory as per EIC. however, in case of poor performance the contract shall be terminated with a notice period of 15 days without any liability.

8.0 SAFETY CLAUSES

8.1 Safety in totality is complete responsibility of contractor.

8.2 Every person deployed by agency must wear Personal Protective Equipment (PPE) before entering premises.

8.3 Every person deployed by agency must wear face mask and follow COVID appropriate behavior and guidelines.

8.4 Penalty for not wearing job specific PPE shall be imposed @₹100 per incident per person.

9.0 STATUTORY REQUIREMENTS

9.1 The contractor shall ensure compliance of all statutory requirements as per SCC terms & conditions and all Central & State Government notification from time to time.

9.2 Bidder shall strictly comply to current "Wage Regulation Act".

9.3 Contract 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 e.t.c.

9.4 Any kind of liabilities w.r.t. execution of the contract w.r.t. rules & regulation shall be born by the contractor within the quoted rates.

9.5 Party has to strictly follow the labour oriented rules as per guidelines of the Owners personnel and Administrative Department and Labour Department of Bihar Government. Party has to adhere to the latest amended minimum wages prevalent during the contract.

10.0 ACCOMODATION & TRANSPORTATION:

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

11.0 PF REGISTRATION:

11.1 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.

Note:

1. The contractor shall provide horticulture staff with fresh sets of uniforms, identity cards, gumboots to all personnel who shall wear the same while on work.
2. The agency shall be responsible for supply of manpower on all working days, maintaining of records & logbooks for manpower. A penalty of twice the wage for shall be recovered from contractor's bill if any workmen is found missing/ absent from his/her duty.
3. The agency shall be responsible for supply of items to HURL representative and issue of consumables from representative as per requirement.

(Signature of the Bidder, with Official Seal)

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

BOQ/SOR Items

Sl. No.	Description of job	Qty	Unit	Rates	Amount
1	Supplying and stacking of good earth at site including royalty and carriage upto 5 km complete (earth measured in stacks will be reduced by 20% for payment).	30	CUM	469.50	14,085.00
2	Supplying and stacking at site dump manure from approved source, including carriage upto 5 km complete (manure measured)	45	CUM	229.95	10,347.75
3	Grassing with selection No. 1 grass including watering and maintenance of the lawn for 60 days or more till the grass forms a thick lawn, free from weeds and fit for mowing including supplying good earth, if needed (the grass and earth shall be paid for separately) With grass	3000	SQM	11.70	35,100.00
4	Uprooting rank vegetation and weeds by digging the area to a depth of 60 cm, removing all weeds and other growth with roots by forking repeatedly, breaking clods, rough dressing, flooding with water, uprooting fresh growths after 10 to 15 days and then fine dressing for planting new grass, including disposal of all rubbish with all leads and lifts.	3000	SQM	53.60	1,60,800.00
5	Preparation of beds for hedging and shrubbery by excavating 60 cm deep and trenching the excavated base to a further depth of 30 cm, refilling the excavated earth after breaking clods and mixing with sludge or manure in the ratio of 8:1 (8 parts of stacked volume of earth after reduction by 20% : one part of stacked volume of sludge or manure after reduction by 8%), flooding with water, filling with earth if necessary, watering and finally fine dressing, levelling etc. including stacking and disposal of materials declared unserviceable and surplus earth by spreading and levelling as directed, within a lead of 50 m, lift up to 1.5 m complete (cost of sludge, manure or extra earth to be not paid for separately)	2000	SQM	195.90	3,91,800.00
6	Edging with bricks laid dry length wise, including required excavation, refilling, consolidating with hand packing and spreading surplus earth neatly within a lead of 50 m : 2.19.1 Common burnt clay F.P.S. (non modular) bricks of class designation 7.5	1000	M	38.45	38,450.00
7	Preparation of mounds of various size and shape by available excavated/supplied earth in layers not exceeding 20 cm in depth, breaking clods, watering of each layer, dressing etc., lead upto 50 meter and lift upto 1.5 m complete as per direction of Officer-in-Charge.	750	CUM	401.30	3,00,975.00
8	Cleaning jungle including uprooting of rank vegetation, grass, brush wood, trees and saplings of girth up to 30 cm measured at a height of 1 m above ground level and removal of rubbish up to a distance of 50 m outside the periphery of the area	7000	SQMT	10.80	75,600.00

	cleared				
9	Clearing grass and removal of the rubbish up to a distance of 50 m outside the periphery of the area cleared.	4000	SQM	5.50	22,000.00
10	Filling of the following size empty pots with mixture of good earth & manure in the ratio of 2:1 (Two part of Good earth & one part of manure) and placing them on appropriate place i/c carriage of earth, manure and pots up to 50 mtr, as per direction of officer-in-charge. (The cost of good earth, earthen pots & manure will be paid separately.)				
11	a) Size of Empty Pots 15 cm Top dia, 12 cm Bottom Dia & 15 cm Perpendicular height.	50	Each	6.70	335.00
12	b) Size of Empty Pots 15 cm Top dia, 8 cm Bottom Dia & 15 cm Perpendicular height.	50	Each	6.85	342.50
13	c) Size of Empty Pots 20 cm Top dia, 12 cm Bottom Dia & 20 cm Perpendicular height.	50	Each	10.00	500.00
14	d) Size of Empty Pots 20 cm Top dia, 10 cm Bottom Dia & 20 cm Perpendicular height.	100	Each	10.45	1,045.00
15	e) Size of Empty Pots 22 cm Top dia, 16 cm Bottom Dia & 23 cm Perpendicular height.	150	Each	16.70	2,505.00
16	f) Size of Empty Pots 25 cm Top dia, 15 cm Bottom Dia & 25 cm Perpendicular height.	100	Each	19.55	1,955.00
17	g) Size of Empty Pots 35 cm Top dia, 25 cm Bottom Dia & 35 cm Perpendicular height.	100	Each	40.25	4,025.00
18	Supplying & Stacking of Selection No. 1 Grass at site fresh & free from weeds having proper roots in green including loading, unloading, carriage and all taxes paid etc. and as per direction of officer-in-charge.	14000	SQM	50.80	7,11,200.00
19	Complete maintenance of the entire garden features having as per yard stick in the garden area i.e. lawn trees, shrubs, hedge, flower beds, foliage, creepers etc. including hoeing, weeding, pruning, replacement of plants, gap filling, watering, mowing of lawn, grass cutting by lawn mover and brush cutter, removal of garden waste, applying insecticide, pesticide & fertilizers (whenever required) top dressing of lawn with good earth and manure and maintenance of other garden related works as directed by officer-in-charge (Cost of Good Earth, Manure, Fertilizer, Insecticide, Pesticide will be provided by the Department & lawn mover and brush cutter with fuel, other T & P material/articles shall be contractor.)				
20	Prestigious works / H.M. house & officers entitled to free Per Sqm accommodation. (as per yard stick 1Mali = 1.00Acre)	72000	SQM/ Months	4.50	3,24,000.00
21	Open spaces (as per yard stick 1Mali = 3.00Acre).	96000	SQM/ Months	1.50	1,44,000.00
22	Complete maintenance of trees (Outside garden features), jobs like making of basin at regular interval i/c watering, weeding, pruning & application of fertilizer etc. (excluding the cost of material which shall be supplied by the department) and as per direction of officer in charge.				

23	Trees for 250 no/ (up to 4 & up to 3 year Slow & Fast-growing group)	250	Per tree /month	66.80	16,700.00
24	Plantation of Trees, Shrubs, and Hedge at site i/c watering and removal of unserviceable material's as per direction of Officer-in-Charge (excluding cost of plants)				
	a) Trees Plant	1000	Each	6.40	6,400.00
	b) Shrubs Plant	8000	Each	3.20	25,600.00
	c) Hedge Plant (for ground covers)	10000	Each	2.15	21,500.00
25	2 LABOUR (Mali)	610	Day	503.00	3,06,830.00
26	Supply of flower plants-Marry Gold, Sun Flower, Rose,Dalia, Hedge, Beli, jasmine,Night Blooming Jasmine, Hibiscus, Mannolia,Daffodil,Tulip, Iris,etc having height 30 cm with 25mm size earthen pots	1000	Nos	50.00	50,000.00
				TOTAL=	26,66,095.25

Note:

- 1.The contractor shall provide horticulture staff with fresh sets of uniforms, identity cards, gumboots to all personnel who shall wear the same while on work.
- 2.The agency shall be responsible for supply of manpower on all working days, maintaining of records & logbooks for manpower. A penalty of twice the wage for shall be recovered from contractor's bill if any workmen is found missing/ absent from his/her duty.
3. The agency shall be responsible for supply of items to HURL representative and issue of consumables from representative as per requirement.
4. Bidder has to ensure minimum wage criteria as per prevailing rate for manpower to be engaged under item No 29 of the Price bid during entire contract period.

BOQ/Price Bid

Tender Inviting Authority: DGM (PJ & Admin) , HURL Barauni.						
Name of Work: Development of Landscaping and Horticulture works in Administrative Building in Plant and Guest House, GM-1, GM-2 Bungalow, Type V Quarters (24nos.) phase I & II, Type IV (renovated) quarters at Township area.						
Contract No: HURL / BR/ CC / 21-22 /03						
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: 1. 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. 2. For quoting percentage rate bidder to select At Par /Excess/Below (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. 3. GST: A. 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. B. The offer will be evaluated inclusive of applicable GST. 4. Bidder has to ensure minimum wage criteria as per prevailing rate for manpower to be engaged under item No 29 of the BoQ.						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantit y	Units	Estima ted Rate in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1	Development of Landscaping and Horticulture works					
2	Supplying and stacking of good earth at site including royalty and carriage upto 5 km complete (earth measured in	30.00	Cum	469.50	14085.00	INR Fourteen Thousand & Eighty Five Only

	stacks will be reduced by 20% for payment).					
3	Supplying and stacking at site dump manure from approved source, including carriage upto 5 km complete (manure measured)	45.00	Cum	229.95	10347.75	INR Ten Thousand Three Hundred & Forty-Seven and Paise Seventy Five Only
4	Grassing with selection No. 1 grass including watering and maintenance of the lawn for 60 days or more till the grass forms a thick lawn, free from weeds and fit for mowing including supplying good earth, if needed (the grass and earth shall be paid for separately) With grass	3000.00	SQM	11.70	35100.00	INR Thirty Five Thousand One Hundred Only
5	Uprooting rank vegetation and weeds by digging the area to a depth of 60 cm, removing all weeds and other growth with roots by forking repeatedly, breaking clods, rough dressing, flooding with water, uprooting fresh growths after 10 to 15 days and then fine dressing for planting new grass, including disposal of all rubbish with all leads and lifts	3000.00	SQM	53.60	160800.00	INR One Lakh Sixty Thousand Eight Hundred Only
6	Preparation of beds for hedging and shrubbery by excavating 60 cm deep and trenching the excavated base to a further depth of 30 cm, refilling the excavated earth after breaking clods and mixing with sludge or manure in the ratio of 8:1 (8 parts of stacked volume of earth after reduction by 20% : one part of stacked volume of sludge or manure after reduction by 8%), flooding with water, filling with earth if necessary, watering and finally fine dressing, leveling etc. including stacking and	2000.00	SQM	195.90	391800.00	INR Three Lakh Ninety-One Thousand Eight Hundred Only

	disposal of materials declared unserviceable and surplus earth by spreading and leveling as directed, within a lead of 50 m, lift up to 1.5 m complete (cost of sludge, manure or extra earth to be not paid for separately)					
7	Edging with bricks laid dry length wise, including required excavation, refilling, consolidating with hand packing and spreading surplus earth neatly within a lead of 50 m : 2.19.1 Common burnt clay F.P.S. (non modular) bricks of class designation 7.5	1000.00	M	38.45	38450.00	INR Thirty Eight Thousand Four Hundred & Fifty Only
8	Preparation of mounds of various size and shape by available excavated/supplied earth in layers not exceeding 20 cm in depth, breaking clods, watering of each layer, dressing etc., lead upto 50 meter and lift upto 1.5 m complete as per direction of Officer-in-Charge	750.00	CUM	401.30	300975.00	INR Three Lakh Nine Hundred & Seventy Five Only
9	Cleaning jungle including uprooting of rank vegetation, grass, brush wood, trees and saplings of girth up to 30 cm measured at a height of 1 m above ground level and removal of rubbish up to a distance of 50 m outside the periphery of the area cleared	7000.00	SQMT	10.80	75600.00	INR Seventy Five Thousand Six Hundred Only
10	Clearing grass and removal of the rubbish up to a distance of 50 m outside the periphery of the area cleared	4000.00	SQM	5.50	22000.00	INR Twenty Two Thousand Only
11	Supply & Filling of the following size empty pots with mixture of good earth & manure in the ratio of 2:1 (Two part of Good earth & one part of manure) and placing them on appropriate place i/c carriage of earth, manure and pots up to 50 mtr, as per direction of officer-in-charge. (The cost of good earth,					

	earthen pots & manure will be paid separately.)					
12	a) Size of Empty Pots 15 cm Top dia, 12 cm Bottom Dia & 15 cm Perpendicular height	50.00	Nos	6.70	335.00	INR Three Hundred & Thirty Five Only
13	b) Size of Empty Pots 15 cm Top dia, 8 cm Bottom Dia & 15 cm Perpendicular height	50.00	Nos	6.85	342.50	INR Three Hundred & Forty Two and Paise Fifty Only
14	c) Size of Empty Pots 20 cm Top dia, 12 cm Bottom Dia & 20 cm Perpendicular height	50.00	Nos	10.00	500.00	INR Five Hundred Only
15	d) Size of Empty Pots 20 cm Top dia, 10 cm Bottom Dia & 20 cm Perpendicular height	100.00	Nos	10.45	1045.00	INR One Thousand & Forty Five Only
16	e) Size of Empty Pots 22 cm Top dia, 16 cm Bottom Dia & 23 cm Perpendicular height	150.00	Nos	16.70	2505.00	INR Two Thousand Five Hundred & Five Only
17	f) Size of Empty Pots 25 cm Top dia, 15 cm Bottom Dia & 25 cm Perpendicular height	100.00	Nos	19.55	1955.00	INR One Thousand Nine Hundred & Fifty Five Only
18	g) Size of Empty Pots 35 cm Top dia, 25 cm Bottom Dia & 35 cm Perpendicular height	100.00	Nos	40.25	4025.00	INR Four Thousand & Twenty Five Only
19	Supplying & Stacking of Selection No. 1 Grass at site fresh & free from weeds having proper roots in green including loading, unloading, carriage and all taxes paid etc. and as per direction of officer-in-charge	14000.00	SQM	50.80	711200.00	INR Seven Lakh Eleven Thousand Two Hundred Only

20	Complete maintenance of the entire garden features having as per yard stick in the garden area i.e. lawn trees, shrubs, hedge, flower beds, foliages, creepers etc. including hoeing, weeding pruning replacement of plants, gap filling, watering, mowing of lawn, grass cutting by lawn mover and brush cutter, removal of garden waste, applying insecticide, pesticide & fertilizers(whenever required) top dressing of lawn with good earth and manure and maintenance of other garden related works as directed by office-in-charge (Cost of Good Earth, Manure, Fertilizer, Insecticide , Pesticide will be provided by the Department & lawn mover and brush cutter with fuel , other T & P material/articles shall b contractor.)					
21	Prestigious works / H.M. house & officers entitled to free Per Sqm accommodation. (as per yard stick 1Mali =1.00Acre)	72000.00	SQM Per Month	4.50	324000.00	INR Three Lakh Twenty Four Thousand Only
22	Open spaces (as per yard stick 1Mali =3.00Acre).	96000.00	SQM Per Month	1.50	144000.00	INR One Lakh Forty Four Thousand Only
23	Complete maintenance of trees (Outside garden features), jobs like making of basin at regular interval i/c watering, weeding, pruning & application of fertilizer etc, (excluding the cost of material which shall be supplied by the department) and as per direction of officer in charge					
24	Trees for 250 no/ (up to 4 & up to 3 year Slow & Fast-growing group)	250.00	Per Tree Per Month	66.80	16700.00	INR Sixteen Thousand Seven Hundred Only

25	Plantation of Trees, Shrubs, and Hedge at site i/c watering and removal of unserviceable material's as per direction of Officer-in-Charge (excluding cost of plants)					
26	a) Trees Plant	1000.00	Nos	6.40	6400.00	INR Six Thousand Four Hundred Only
27	b) Shrubs Plant	8000.00	Nos	3.20	25600.00	INR Twenty Five Thousand Six Hundred Only
28	c) Hedge Plant (for ground covers)	10000.00	Nos	2.15	21500.00	INR Twenty One Thousand Five Hundred Only
29	Basic Rate : 2 LABOUR (Mali)	610.00	Day	503.00	306830.00	INR Three Lakh Six Thousand Eight Hundred & Thirty Only
30	Supply of flower plants-Marry Gold, Sun Flower, Rose,Dalia, Hedge, Beli, jasmine,Night Blooming Jasmine, Hibiscus, Mannolia,Daffodil,Tulip, Iris,etc having height 30 cm with 25mm size earthen pots	1000.00	Nos	50.00	50000.00	INR Fifty Thousand Only
Total in Figures					2666095.25	INR Twenty Six Lakh Sixty Six Thousand & Ninety Five and Paise Twenty Five Only
Quoted Rate in Figures			Select		0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				

Annexure-A

Format for Electronics Payment

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

(Signature of the Bidder, with Official Seal)

Annexure-B

TENDER ACCEPTANCE
LETTER

Date:

To,

HURL BARAUNI
URVARAK NAGAR, BEGUSARAI
BIHAR, PIN-851115.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: **HURL / BR/ CC / 21-22 /03**

Name of Tender / Work: - **Development of Landscaping and Horticulture works in Administrative Building in Plant and Guest House, GM-1, GM-2 Bungalow, Type V Quarters (24nos.) phase I & II, Type IV (renovated) quarters at Township area.**

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

<https://eprocure.gov.in/eprocure/app>

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 do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. 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.

(Signature of the Bidder, with Official Seal)

Annexure-C

NO DEVIATION CERTIFICATE

Bidder's Name & Address:	To, HURL Barauni Urvarak Nagar, Begusarai- 851115.
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1. With reference to our Bid (Reference No: **HURL / BR/ CC / 21-22 /03** dated 29.04.2021) for **Development of Landscaping and Horticulture works in Administrative Building in Plant and Guest House, GM-1, GM-2 Bungalow, Type V Quarters (24nos.) phase I & II, Type IV (renovated) quarters at Township area.** I 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 regard.
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.

(Signature of the Bidder, with Official Seal)

Annexure-D

Black-listed or Holiday

SELF DECLARATION

To,

HURL

Barauni Urvarak Nagar, Begusarai-851115.

Tender Reference No: HURL / BR/ CC / 21-22 /03

Tender id: -

Name of Tender / Work: **Development of Landscaping and Horticulture works in Administrative Building in Plant and Guest House, GM-1, GM-2 Bunglow, Type V Quarters (24nos.) phase I & II, Type IV (renovated) quarters at Township area.**

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 of the Bidder, with Official Seal)

Annexure-E

No near relative certificate

Date:

To,

HURL BARAUNI
URVARAK NAGAR, BEGUSARAI
BIHAR, PIN-851115.

Sub: No near relative certificate

Tender Reference No: - **HURL / BR/ CC / 21-22 /03**

Name of Tender / Work: - Development of Landscaping and Horticulture works in Administrative Building in Plant and Guest House, GM-1, GM-2 Bungalow, Type V Quarters (24nos.) phase I & II, Type IV (renovated) quarters at Township area.

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

<https://eprocure.gov.in/eprocure/app>

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)

Annexure-F

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. HURL/ BR/ CC/21-22/03

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.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX