

# **TENDER DOCUMENTS**

## **SALE OF DEUTERIUM DEPLETED WATER (DDW) FROM HEAVY WATER PLANT (MANUGURU)**

**Tender No: HWB / DDW / 2021 / 001**

**Heavy Water Board  
Department of Atomic Energy  
Government of India**

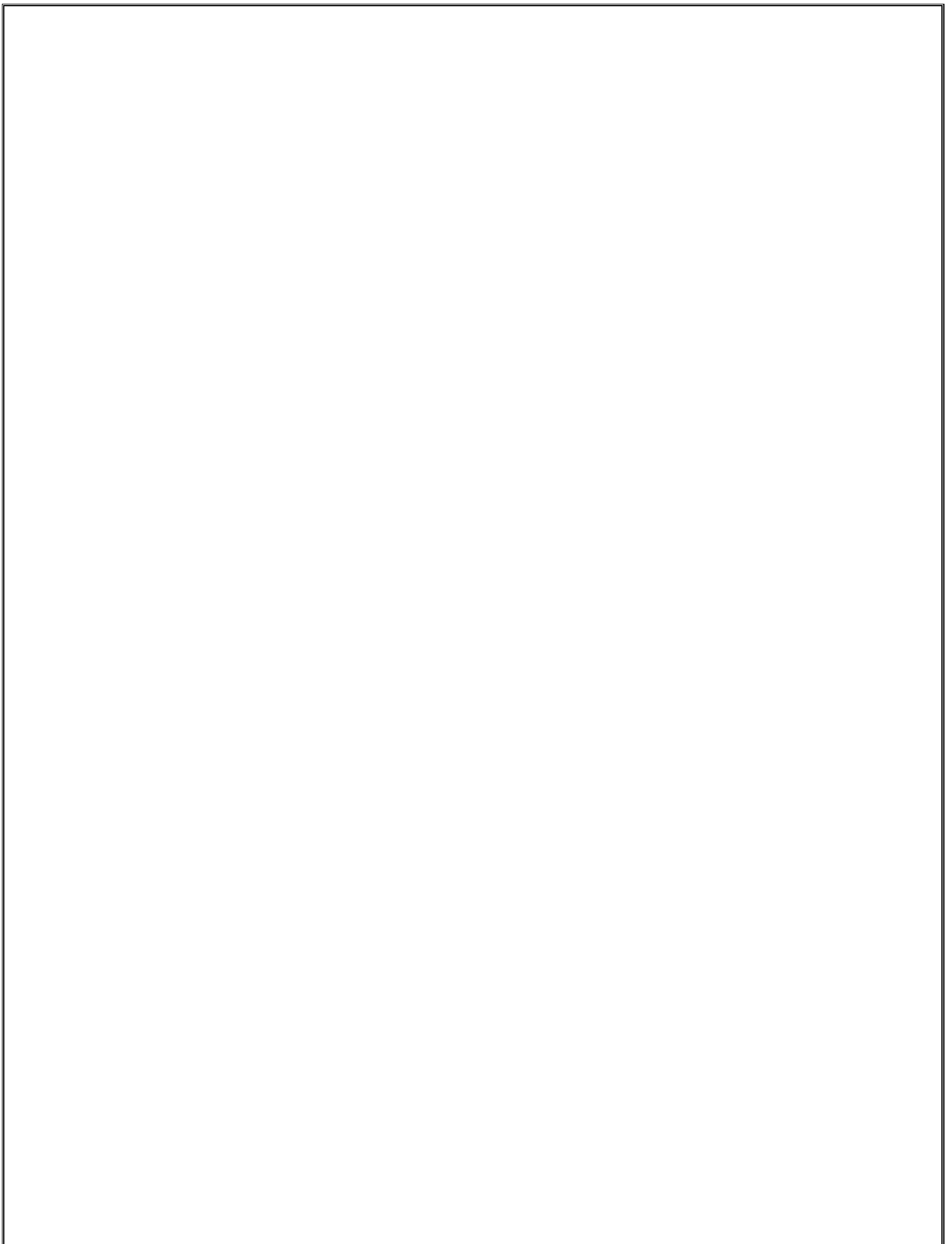


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**Government of India**  
**Department of Atomic Energy**  
**Heavy Water Board**  
**NOTICE INVITING e-TENDER**

**e-TENDER NOTICE No. NIT No. HWB/DDW/2021/001**

Online single part tender is invited on behalf of the President of India by the Associate Director (PC& HRD), Heavy Water Board, Mumbai through e-tendering mode from the competent buyers / bidders to purchase Deuterium Depleted Water (DDW).

1	Brief Details of work	
Sr. No.	Particulars	Description
A	Name of work	Sale of Deuterium Depleted water (DDW) at HWP Manuguru, Telangana, 330 KM away from Hyderabad.
B	Quantity offered for sale	As quoted by bidders / buyers
C	EMD	Earnest Money deposit (EMD) in the form of undertaking shall be furnished by the bidder. (Format enclosed)
D	Completion period	One year from the date of sale order or completion of sale order quantity of DDW (whichever is earlier).
E	Tender processing fee	Nil
F	Security Deposit	3% of Sale order value.
G	Dates of availability of tender documents for view and download.	From <b>07/10/2021(09:30 Hrs)</b> to <b>06/11/2021(23:00 Hrs)</b> on website <a href="https://www.eprocure.gov.in/eprocure/app">https://www.eprocure.gov.in/eprocure/app</a> . Detailed NIT is also available on website <a href="http://www.hwb.gov.in">www.hwb.gov.in</a> for view only.
H	Last date and time of closing of online submission of tenders	15/11/2021 (14:00 Hrs).
I	Date and time of online opening of Tender	15/11/2021 (15:00 Hrs.)

J	Validity of Tender / offer	31 days from date of opening of tender
K	Contact for Technical Queries	Technical queries till the date of submission may be sent to <a href="mailto:manishapatil@mum.hwb.gov.in">manishapatil@mum.hwb.gov.in</a> / <a href="mailto:goutham.ch@mum.hwb.gov.in">goutham.ch@mum.hwb.gov.in</a>
2	Initial Eligibility criteria for participation in tendering: Contractors who fulfill the following requirements shall ONLY be eligible to apply.	
2.1	Bidders should be a registered firm in India. Joint ventures and or Consortiums are acceptable. Leading partner should be registered in india.	
2.2	Bidders should have valid GST, PAN & TIN registration.	
3	Tender document: Tender documents consisting of NIT, Instructions for Bidders and General & Technical Conditions of Tender are available on website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> for free view and downloading.	
4	List of documents to be scanned & uploaded.	
Details of bid document to be scanned & uploaded within the period of bid submission:		
4.A.	<b>Documents to be scanned and uploaded in pdf format:</b>	
4.A.1	TIN (Tax Identification Number)	
4.A.2	GST registration certificate.	
4.A.3	PAN (Permanent Account Number) Registration	
4.A.4	Filled Tender Acceptance Letter.	
4.A.5	EMD Undertaking	
4.A.6	Name and address of the tenderer and his telegraphic address/ Telephone No.	
4.A.7	Composition of the tenderer: It should be stated whether the tenderer is a registered partnership firm or a limited company, and name of all partners/directors etc. given with date of establishment. It should also be certified that there are no undisclosed partners. In case of limited companies, the authorized and paid up capital should be stated.	
4.A.8	Business in which the tenderer is employed. The nature of all business in which tenderer or partner of the tenderer's firm are engaged should be stated together	

	with particulars of where head office or branches, if any are located.
<b>4.A.9</b>	Undertaking that company is not under liquidation, court receivership or similar proceedings.
<b>4.B.</b>	<b>Documents to be uploaded in excel format:</b>
<b>4.B.1</b>	Filled price / commercial / financial bid
5	Applicants are advised to keep visiting the above mentioned web-sites from time to time (till the deadline for bid submission) for any updates or corrigendum in respect of the tender documents, if any. Failure to do so shall not absolve the applicant of his liabilities to submit the bids complete in all respect including updates / corrigendum thereof, if any. An incomplete bid submission may be liable for rejection.
6	Incomplete and late tenders
	<p>➤ The offer of tenderer who fails to submit the required documents as mentioned at sr. no. 4 within tender submission period will be summarily rejected and will not be processed further.</p> <p>Delayed / late submission of documents will not be entertained.</p>
7	Invalid Tenders
	<p>The bid submitted may become invalid if:</p> <ul style="list-style-type: none"> <li>➤ The bidder is found ineligible.</li> <li>➤ The bidder does not upload all the required documents within the bid submission period.</li> <li>➤ EMD undertaking is not found in order.</li> </ul> <p>The tenderer shall not be allowed to participate in the re-tendering process of the work.</p>
8	Opening of Tenders
8.a	Online tender documents submitted by intending bidders shall be opened on the specified date.
8.b	After opening of tender, the documents submitted by bidders shall be evaluated. Accordingly tenderers will be qualified / disqualified by the competent authority.

8.c	No modification in the tender shall be allowed after opening of tender.
9	Prospective agencies shall satisfy themselves of fulfilling all the NIT criteria before submission of tender. Department reserves the right of non-consideration of tender of the agencies not fulfilling the NIT stipulations and / or having adverse report. If it is found that the tender is not submitted in the proper manner, or contains absurd rates it will be open for the Government to ignore the tender.
10	Any effort on the part of the bidder or his agent to exercise influence or to pressurize the employer would result in rejection of his bid. Canvassing of any kind whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
11	The contractor shall not be permitted to tender for works in HWB in which his near relative (responsible for award and execution of contracts) is posted as Assistant Accounts Officer or as an officer in any capacity between the grades of Engineer/ Scientific Officer and Scientific Assistant (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted officer in HWB or in DAE. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
12	No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.



13	The tender for the works shall remain open / kept valid for acceptance for a period of 31 (thirty one) days from the date of opening of tender. If any tenderer withdraws his tender before the said period or issue of Sale order, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, the tenderer shall be barred from further participation in the tenders pertaining to HWB/ HWP's for a period of 2 years.
14	If any information furnished by the applicant is found to be incorrect at a later stage, they shall be liable to be debarred from tendering / taking up works in HWB in future forever.
15	The Department reserves the right, without being liable for any damages or obligation to inform the bidder to a) Amend the scope and value of contract. b) Accept / Reject any or all the applications without assigning any reason thereof.
16	The competent authority on behalf of President of India does not bind himself to accept highest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders in which any of the prescribed conditions are not fulfilled or incomplete or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
17	Competent authority on behalf of President of India reserves to himself the right of accepting the whole or only part of the tender and the tenderer shall be bound to perform the same at the rates quoted.
18	Site Visit
	Deuterium Depleted Water is offered for sale on "as-is-where-is-basis" and will be available for inspection during working hours at Heavy Water Plant, Manuguru on working days by prior intimation. Interested bidders can inspect the material before submitting their quotation. However, no guarantee can be given that the material would be exactly identical to the inspected material.
19	It is mandatory to obtain Police Verification Certificates in respect of labour engaged for execution of works in HWP Manuguru by paying requisite fee. The

	<p>successful Bidder whose tender is accepted will be required to obtain and shall submit Police verification Certificate (PVC) of all the staff including Engineers, supervisors and labours to be engaged for the work at his own cost, through the police station, by paying requisite fee at the rates in force from time to time as per the guidelines issued by the state Government Keeping in view the national importance of this plant, the successful bidder shall ensure security measure besides whatever is mentioned in the General Conditions of contract. All stipulations and instructions given by Plant/Colony Security personnel and CISF from time to time shall be scrupulously be followed for entry, exit of men and materials and as also during execution of work for security purpose. The necessary sums required to meet this aspect shall be considered by the contractor and should quote accordingly.</p>
20	<p>Sales Tax or all Tax including GST in respect of this contract shall be payable by the contractor and Government will not entertain any claim whatsoever in this respect.</p>
21	<p>The rates quoted shall be inclusive of all material, men, equipment/ plant / machinery etc. required for satisfactory completion of item in all respects but exclusive of all taxes as applicable.</p>
22	<p>Ambiguities in rates quoted</p>
22a	<p>If there are differences between the rates given by the contractor in words and in figures or in amount worked out by him, the following procedure shall be followed.</p>
22b	<p>The bidder shall quote rates in figures only. The rates in words, amount of each item and total is generated automatically. Therefore, the rate quoted by the bidder in figures shall be taken as correct.</p>
23	<p>The successful tenderers shall have to deposit as security deposit an amount equal to 3% of total sale order with the Pay &amp; Accounts Officer, Department of Atomic Energy, Heavy Water Plant, Manuguru within ten working days on receipt of confirmation regarding acceptance of their offers. Security Deposit should be in the form of demand draft / Fixed deposit receipt of scheduled bank.</p>

	Security deposit shall be returned only after six weeks of the satisfactory completion of the contract. In the event of failure on the part of the buyer to lift the sale order quantity, Security deposit is liable to be forfeited without any further notice.
24	<p>Authorized Representative:</p> <p>On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-In-charge shall be communicated to the Engineer-In-charge. The successful tenderer will have to furnish the name and qualification of the Technical Assistants employed by the contractor together with the willingness letter of the technical assistant and appointment orders of the contractor at the time of the concluding agreement.</p>
25	The material offer for sale is ready and available.
26	<p>Interest:</p> <p>The contractor will not be entitled to claim any interest on arrears which he may be getting on the final settlement of accounts.</p>
27	<p>Clarifications and corrigendum:</p> <p>The clarifications, corrigendum uploaded by the department in MS Word, MS excel, PDF, documents in website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> which should not be edited or corrected by bidders and not uploaded by them. These documents shall also be part of tender document.</p>
28	Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, issued to him by the government and local conditions and other factors having a bearing on the execution of the work.
	<p>Associate Director (PC&amp; HRD)</p> <p>For and on behalf of The President of India</p>

## **Instructions for Online Bid Submission**

***(Department User may attach this Document as an Annexure in their Tender Document which provides complete Instructions for on line Bid submission for Bidders)***

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>.

### **REGISTRATION**

- 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.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 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.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (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.
- 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.
- 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.

### **SEARCHING FOR TENDER DOCUMENTS**

- 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) 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.
- 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.

## PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 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) 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.
- 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.

**Note:** *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

## SUBMISSION OF BIDS

- 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.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 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) 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.
- 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.

- 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.
- 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. 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 opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) 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.
- 9) 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.

#### **ASSISTANCE TO BIDDERS**

- 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.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

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## GENERAL & TECHNICAL CONDITIONS OF TENDER

1	<b><u>INTRODUCTION</u></b>
	<p><b>GENERAL DESCRIPTION:</b></p> <p>Heavy Water Plant (Manuguru), is an industrial unit under the administrative jurisdiction of Department of Atomic Energy, Government of India (GOI).</p> <p><b>Heavy Water Plant, Manuguru,</b> is situated on the banks of river Godavari at Mittagudem village near Bhadradri, which is 12 KM away from Manuguru and 330 KM away from Hyderabad, in Bhadradri-Kothagudem district of Telangana state.</p> <p>Deuterium is a stable isotope of hydrogen. Natural water contains nearly 150 ppm Deuterium. Water containing less than natural abundance of deuterium, is known as Deuterium Depleted Water (DDW). It is reported that treated DDW has many positive health applications like anti-cancer/tumor, fight against side effects of chemotherapy and radiotherapy, removal of DNA errors and in cure of diabetes, heart diseases, thalassemia, nonspecific immune defense of the body, anti-ageing and Radio-protective effects.</p> <p>HWB can supply DDW of 125ppm from HWP Manuguru. Recognizing the growing potential of DDW, HWB promotes the use of DDW.</p>
2	<b><u>SCOPE OF SUPPLY</u></b>
	<p>DDW shall be sold to the successful Bidder from the designated delivery point i.e. HWP (Manuguru), Telangana. HWB/Heavy Water Plant, Manuguru intends to sell, through this bid, DDW of required quantity. Bidder has the option to quote in different slabs as per the required quantity.</p>
3	<b><u>MODE OF TENDERING:</u></b>
	<p>Online e-Tendering through CPP Portal.</p>
4	<b><u>INSPECTION OF THE MATERIAL AT SITE BEFORE QUOTING:</u></b>
	<p>Interested bidders may inspect the material / area before submitting their quotation. If the Bidder has any query, the same shall be got clarified prior to submission of the bid. The Bidder shall visit for inspection between 09.30 AM to 05.00 PM at HWP (M)'s premises on all working days with prior permission from General Manager, HWP Manuguru</p>

**EVALUATION PROCEDURE**

The Bidder shall furnish necessary documents to satisfy all the clauses of NIT mentioned along with the bid for our scrutiny.

**A) Methodology for pricing discovery:**

Price chargeable to buyer(s) shall be the price discovered resulting from the bids received as per the methodology described below.

**B) Price & Bidding Methodology:**

Bidder can quote for any quantity of DEUTERIUM DEPLETED WATER. The quoted rate should be **exclusive** of all taxes. Bidder has the option and can quote in any of the slabs (or the three slabs). (Three slabs are provided as per the quantity). Slab 1 is for annual quantity < 1000 kgs , Slab 2 is for annual quantity 1000 kgs to 10,000 kgs and Slab 3 is for annual quantity >10,000 kgs. For bulk taker, i.e, slab-3, minimum consignment shall be more than 9 MT. This sale order is valid for a period of one year. The quoted price will remains firm till completion of sale order.

Highest (H1) quoted unit rate among all bidders will be considered for award of the sale order in that particular slab. The H1 price shall be the notified price for DDW sale.

- All statutory duties / taxes / levies shall be charged extra. GST rate at the time of execution shall be applicable.
- Packing, forwarding charges, Freight & Transportation charges shall be responsibility to bidders.

Sr. No.	Slab	ITEM NAME	TOTAL QUANTITY (in kgs)	UNIT RATE (Rs/kg)	TOTAL PRICE (INR)
A	Slab-1	Deuterium Depleted Water to be collected from Heavy Water Plant, Manuguru as per the specifications given in the above referred tender.  <b>Less than 1000 kgs.</b>			
B	Slab-2	Deuterium Depleted Water to be collected from Heavy Water Plant, Manuguru as per the specifications given in the above referred tender.  <b>1000 kgs to 10,000 kgs.</b>			



	<b>C</b>	<b>Slab-3</b>	Deuterium Depleted Water to be collected from Heavy Water Plant, Manuguru as per the specifications given in the above referred tender.  <b>More than 10,000 kgs.</b>			
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**SECURITY DEPOSIT**

The successful tenderers shall have to deposit as security deposit an amount equal to 3% of sale order value with the Pay & Accounts Officer, Department of Atomic Energy, Heavy Water Plant, Manuguru within ten working days on receipt of confirmation regarding acceptance of their offers. Security Deposit should be in the form of demand draft / Fixed deposit receipt of scheduled bank. Security deposit shall be returned only after six weeks of the satisfactory completion of the contract. In the event of failure on the part of the buyer to lift the sale order quantity, Security deposit is liable to be forfeited without any further notice.

7

**QUALITY:**

Deuterium Depleted Water is generated as a by-product from Heavy water Plant, Manuguru. The typical composition of the DDW being offered for sale is as follows:

<b>Parameter</b>	<b>Limiting Value</b>
pH@ 25°C	6.0-8.0
Specific Conductivity @ 25°C µs/cm	≤50
D/D+H, ppm, Mole	125±1.0
Turbidity, NTU	≤5
Chlorides, ppm as Chlorides	≤5.0
Consumption of Potassium Permanganate, ppm as KMnO <sub>4</sub>	≤10.0

The above analysis is only indicative and the seller gives no guarantee with respect to the composition.

As the material is offered on "**as-is-where-is-basis**", the seller is not responsible for any variations in concentrations. No correspondence on variations in concentrations will be entertained at any stage i.e., while bidding, during the validity of the offer and also at no stage during the contract.

Associate Director (PC& HRD), Heavy Water Board, Department of Atomic Energy, Government of India reserves the rights

	<p>(a) to reject any or all offers or accept any offer in part without assigning any reason, whatsoever</p> <p>(b) to enter into parallel contract with one or more Buyers. Associate Director (PC&amp;HRD) reserves the right to issue sale orders of DDW at notified price.</p>
8	<p><b><u>QUANTITY FLEXIBILITY:</u></b></p>
	<p>1. Entire plant remains under shutdown over a period of 20 to 30 days in two year periods. Operational activities will not there during this period and as such no <u>DDW</u> will be supplied.</p> <p>2. Repeat Order: If the party is willing to purchase additional quantity of Deuterium Depleted Water after purchasing the entire sale order quantity, sale order will be placed at the same terms and conditions of the previous sale order at the discretion of Competent authority HWB.</p>
9	<p><b><u>NON-AVAILABILITY/ SHORT FALL IN SUPPLY OF DDW:-</u></b></p>
	<p>HWB/HWPM does not guarantee availability of DDW in agreed quantity regularly and will not be liable for any compensation or damages to the Bidders for any shortfall.</p>
10	<p><b><u>OPERATION OF CONTRACT:</u></b></p>
	<p>1. Bidder shall inform the work plan of the day to the Engineer-In-Charge at least one day in advance. Bidders shall submit written request for issue of vehicle/driver gate pass one day in advance with details viz., vehicle insurance, registration, driving license &amp; copy of Aadhar Card (for driver).</p> <p>2. HWPM will issue necessary instruction to Bidder in regard to routes to be followed, timing to be observed, procedure and records to be maintained.</p>
11	<p><b><u>TIMING OF LIFTING DDW:</u></b></p>
	<p>The buyer shall take delivery of DDW on any working day after 15 days of prior intimation to EIC. It is necessary to take confirmation from technical Services, HWP(M). Before lifting each consignment, the buyer shall deposit the full cost of the consignment at least 10 days prior to taking the material.</p>
12	<p><b><u>NON-RETURNABLE GATE PASSES FOR DDW:</u></b></p>
	<p>The successful Bidder shall follow the HWPMs prevailing procedure for issue of Gate pass for DDW from time to time.</p>

13	<b><u>VALIDITY OF THE OFFER:</u></b>
	The Bidder shall keep the offer validity for a period of <b>31 days</b> from the date of opening of the tender.
14	<b><u>PERIOD OF THE CONTRACT:</u></b>
	The contract shall be valid for a period of <b>one year</b> from the date of issue of Sale Order or completion of total work order quantity whichever is earlier. However, AD (PC&HRD) reserves the right to grant time extension subject to extenuating conditions.
15	<b><u>TAXES, DUTIES, LEVIES ETC.</u></b>
	The Bidder shall be liable and responsible for payment of all existing & future statutory levies in the form of taxes, duties, octroi etc. on the supply. Such statutory liabilities, if any, shall be paid by bidder extra at actuals.
16	<b><u>WEIGHMENT FOR INVOICING</u></b>
	The tear weight & filled weight of the transporting vehicle will be measured at Heavy Water Plant, Manuguru, and Weigh Bridge to calculate the net weight of the DDW lifted.
17	<b><u>BILLING</u></b>
	<p>a Heavy Water Plant, Manuguru will raise invoices after prior intimation from the successful bidder about the quantity. The contractor shall have valid PAN and GST numbers for issue of Invoice. Successful bidder needs to make advance payment for the quantity being lifted in the form of NEFT/RTGS etc.</p> <p>b Heavy Water Plant, Manuguru has right to suspend the delivery of DDW if advance amount is not deposited with the Heavy Water Plant, Manuguru.</p>
18	<b><u>TERMINATION / CANCELLATION OF CONTRACT AND PENALTY:</u></b>
	<p>In the event of bidder failing to lift the sale order quantity even after the expiry of the period of the contract (as specified in clause 14 above) or in the event of termination of the Contract, the Security Deposit available with HWP(M) will be forfeited.</p> <p>In addition, the Bidder may be blacklisted at the discretion of HWPM.</p>

19	<p><b><u>SAFETY AND SECURITY</u></b></p>
	<p>a) The contractor shall be fully responsible for the safety and security of all his/her personnel working at different places in connection with this contract. All safety required, like helmets, goggles, shoes shall be provided by the contractor.</p> <p>b) Carrying of all electronic gadgets viz, cell / mobile phone, camera, memory chips, computers etc., are prohibited inside HWPM site.</p> <p>c) Manpower of tenderer shall strictly follow the guidelines/rules of CISF while inside the premises of HWP (M).</p> <p>The HWP (M) reserves the right to issue the guidelines with regard to safety of personnel, equipment and environment within the plant premises.</p>
20	<p><b><u>BINDING CONDITIONS:</u></b></p>
	<p>1. Any notification issued due to change in policy by Govt. Of India / T.S Govt. / MOEF after the date of issue of Sale Order shall be binding on both the parties.</p> <p>2. General Conditions of Contract 2014 with amendments up to the last date of receipt of tenders are applicable to this contract.</p>
21	<p><b><u>SETTLEMENT OF DISPUTES:</u></b></p>
	<p>a. In the event of any dispute or difference of opinion between the parties arising out of or in connection with this Agreement or with regard to performance of any obligation hereunder by either party, the parties hereto shall use their best efforts to settle such dispute or difference of opinion amicably by mutual negotiations.</p> <p>b. Should agreement not be reached, either party shall forthwith give to the other notice in writing of existence of such question, dispute or difference and the same shall be referred to the adjudication of a sole arbitrator who shall be appointed by Chief Executive, Heavy Water Board. The decision of such Arbitrator shall be final and binding on all the parties to the dispute. The Arbitration and Conciliation Act, 1996 as amended from time to time shall be applicable to such arbitration proceedings.</p>
22	<p><b><u>JURISDICTION LAW GOVERNING THE CONTRACT:</u></b></p>
	<p>a) The Hon'ble Courts situated at Bhadradri-Kothagudem District alone will have jurisdiction to adjudicate the matter arising out of this contract.</p>

EMD Undertaking Format

From

M/S

**To**

Associate Director (PC& HRD),  
Heavy Water Board,  
Department of Atomic Energy,  
5th Floor, VS Bhavan,  
Anushakti Nagar, Mumbai

Dear Sir,

We hereby affirm to hold the validity of the tender throughout the validity period as specified in the Tender. In case, we do not honor this commitment, we accept to be barred from further participation in the tenders pertaining to HWB/ HWP's for a period of 2 years.

Yours faithfully,

(Signature of the tenderer)

Status (State the capacity in which  
the signing)Seal/Rubber Stamp.

Name & Address of the Tenderers

The above tender is hereby accepted by me on behalf of President of India

Date\_\_\_\_\_Day\_\_\_\_\_2021

Validate

Print

Help

**Item Rate BoQ**

Tender Inviting Authority: Associate Director (PC& HRD), Heavy Water Board, Mumbai

Name of Work: Sale of Deuterium Depleted water (DDW) at HWP Manuguru, Telangana

Contract No: NIT No. HWB/DDW/2021/001

Name of the Bidder/ Bidding Firm / Company :	
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**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 )

NUMBER #	TEXT #	TEXT #	TEXT #	NUMBER #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Units	Basic Rate (Rs/kg) In Figure (excluding taxes) To be entered by Bidder in Rs. P	Quantity ( in kgs) To be entered by the Bidder & its mandatory to quote )	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	3	5	13	14	53	55
1.01	Deuterium Depleted Water to be collected from Heavy Water Plant, Manuguru as per the specifications given in the above referred tender. <b>Less than 1000 kgs (&lt;1 MT)</b>	Slab-1	Kg			0.00	INR Zero Only
1.02	Deuterium Depleted Water to be collected from Heavy Water Plant, Manuguru as per the specifications given in the above referred tender. <b>1000 kgs - 10,000 kgs (1 MT-10 MT)</b>	Slab-2	Kg			0.00	INR Zero Only
1.03	Deuterium Depleted Water to be collected from Heavy Water Plant, Manuguru as per the specifications given in the above referred tender. <b>More than 10,000 kgs.( &gt; 10 MT)</b>	Slab-3	Kg			0.00	INR Zero Only
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only					

# **TENDER ACCEPTANCE LETTER**

(To be given on Company Letter Head)

*Date:*

To,  
Associate Director (PC& HRD),  
Heavy Water Board,  
Department of Atomic Energy,  
5<sup>th</sup> Floor, VS Bhavan,  
Anushakti Nagar, Mumbai

**Sub: Acceptance of Terms & Conditions of Tender.**

**Tender Reference No: HWB/DDW/2021/001**

**Name of Tender / Work: Sale of Deuterium Depleted water (DDW) at HWP Manuguru, Telangana**

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://www.eprocure.gov.in/eprocure/app>
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. 1 to 17 (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 (if any) absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)