

## **TWO-BID Open e –TENDER**

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

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

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

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

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

For & on behalf of  
**HURL, Gorakhpur**

**Manager, Contracts**

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## **INSTRUCTION TO BIDDERS**

1. Online bids are invited on two bid system for “Services of Semi-skilled & Un-skilled manpower for housekeeping & miscellaneous jobs in Ammonia Plant, Urea Plant, O&U Plant and Laboratory at HURL, Gorakhpur” **Tender No.: HURL/GKP/C&M/21-22/C-95**. Manual bids shall not be accepted.
2. Tender documents may be downloaded from HURL web site [www.hurl.net.in](http://www.hurl.net.in) (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE as in Point no. 4 of NIT.
3. Type of Tender: Open Tender – Two bid- Percentage (%) rate tender
4. **Critical Date Sheet:**

Published Date	17.08.2021 (12.00PM)
Bid Document Download / Sale Start Date	18.08.2021 (11.00AM)
Bid Submission Start Date	20.08.2021 (11.00AM)
Bid Document Download / Sale End Date	09.09.2021 (15.00PM)
Bid Submission End Date	09.09.2021 (15.00PM)
Bid Opening Date	10.09.2021 (15.00PM)

### **5. Technical Qualification:**

**5.1** The Bidder must have satisfactorily executed Similar nature of works\* in Government Sector or any large reputed Private Sector Enterprises during last seven (07) years ending last day of month previous to the one in which bids are invited i.e. 31-07-2021 and shall meet either of followings work order criteria (Value excluding GST) mentioned below,

- (i) One similar nature of completed work with executed value (exclusive of GST) not less than the amount equal to ₹ 108.45 lakh  
or
- (ii) Two similar nature of completed works each with contract value (exclusive of GST) not less than the amount equal to ₹ 67.78 lakh for each work order  
or
- (iii) Three completed works each with contract value (exclusive of GST) not less than the amount equal to ₹ 54.23 lakh for each work order

**\*Similar nature of works means:** “Similar work” means Party must have experience of supply of semi-skilled & un-skilled manpower with have executed job in any Fertilizer /Oil & Gas/ Chemical Industry during recent 7 years. The tenderer has to submit the copies of Work Orders along with successful execution certificates.

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

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

**Note 3** - In case of running contracts, if the contract value executed till last day of the month previous to the one on which NIT is invited i.e. 31-07-2021 is equal to or more than minimum prescribed value as mentioned above, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate to this effect issued by end user/owner.

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

- 5.1.1 Copy of Work Orders performed in last 7 years with full technical details including detailed Scope of the Work, **BOQ**, Contract value and Completion Period.
- 5.1.2 Completion/Acceptance Certificate from End User/OWNER regarding satisfactory completion indicating the period of completion. The Completion / Acceptance Certificate shall clearly indicate LOI / Work Order no., Name of Work, Executed work value, Service Tax/GST, Contract period and actual Date of Completion. Completion certificate for works issued by a private organization shall be supported by **TDS certificates**.
  - 5.1.2.1 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 Technical Qualification criteria (TQC) 5.1, if same is submitted along with completion certificate.
  - 5.1.2.2 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 TQC 5.1 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.
  - 5.1.2.3 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
- 5.1.3 In case of sub contract orders, credential as sub-contractor for above PQC shall be considered only when such work orders for sub contract have 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

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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.

- 5.1.4 Similar work experience documents submitted in technical bid shall only be considered for technical bid evaluation. Any shortfall document related to submitted similar work experience in technical bid, if asked by HURL (As per clause 4.12, page -14 of tender document) and submitted by the bidder as per given timeline shall be considered as part of technical bid.

**Note-** Any other/new work experience submitted by the bidder through mail / hard copy submission / by post / added through shortfall document submission shall not be considered for technical bid evaluation.

- 5.2 Average Annual financial turnover during last three (03) financial years i.e. 2017-18, 2018-19 and 2019-20 of the bidder should be at least INR 40.67 Lakhs. For evaluation of same, Bidder shall submit Audited Annual Statements (Balance Sheet and Profit & Loss account) of the company for last three (3) financial years. If audited financial results of the immediate preceding financial year is not available, the bidder has an option to submit the audited financial results of the three (03) financial years immediately prior to that financial year. The same will be considered for evaluation of average financial turnover. Audited annual statement shall be certified by CA with membership number.

- 5.3 The bidder must sign and stamp in each page of tender documents as a token of acceptance indicating read, understood and accepted the Terms & Conditions mentioned in tender documents.

- 5.4 The bidder shall have valid company registration, PAN card issued by Income Tax department, registration with EPF Organization and Valid GSTIN registration. As a documentary proof of same, the bidder shall submit signed, stamped and scanned copy of Certificates like Registration certificate, registration with EPF Organization, GSTIN Registration certificates, PAN card issued by Income Tax Department.

**Pre-Qualification Criteria of bidder (Technical/Commercial):**

Eligibility Criteria	Supporting Documents Required
The bidder shall submit the status (i.e., Name and complete Address) of the firm/company along with its constitution such as Sole Proprietorship / Partnership Firm or Limited / Private Company, Year of Establishment and Place of Business, etc.	<ul style="list-style-type: none"> <li>• The sole proprietor shall submit affidavit in <b>original</b> on non-Judicial stamp paper of Rs.50/- duly attested by notary regarding status / style of the business entity. OR</li> <li>• Partnership firm shall submit a copy of Partnership Deed attested by notary OR</li> <li>• Company shall submit a copy of Certificate of Registration / Incorporation and a copy of Articles of Association and Memorandum of Association and</li> <li>• The bidder shall submit Power of attorney, in <b>original</b> on non-Judicial stamp paper of Rs.100/- duly attested by Notary in case of Sole Proprietor / Partnership Firm or Board Resolution in case of a Company, in favour of a person who has signed the tender documents on behalf of Applicant / Firm / Company.</li> </ul>

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<p>The bidder should have successfully completed “Similar Works” with performance and completion certificate, during the last seven years ending last day of previous month in which NIT has been issued.</p> <p>Definition of “SIMILAR WORK”</p> <p>“Similar work” means Party must have experience of supply of semi-skilled &amp; un-skilled manpower with have executed job in any Fertilizer /Oil &amp; Gas/ Chemical Industry during recent 7 years. The tenderer has to submit the copies of Work Orders along with successful execution certificates.</p>	<p>The bidder shall submit a copy of Purchase/Work Orders + Completion Certificate from the suppliers/contractor for at least one of the following</p> <ul style="list-style-type: none"> <li>a) Three similar completed works each costing not less than INR 54,22,505.18 OR</li> <li>b) Two similar completed works each costing not less than INR 67,78,131.48 OR</li> <li>c) One similar completed work costing not less than INR 10,84,5010.70.</li> </ul> <p>Copies of Purchase/Work orders in support of the above with full technical scope of work &amp; commercial details including work order value along with the completion certificate from the concern organization regarding the satisfactory performance indicating the contract period, executed value and date of completion.</p>
<p>Average Annual financial turnover of the bidder during the last 3 years ending 31st March of the previous financial year 2017-18, 2018-19 &amp; 2019-20 should be at least INR 40,66,878.89</p>	<p>Bidder shall submit self -attested copies of Audited Balance Sheet and Profit &amp; Loss A/c for the last three financial years ending on 31st March of the previous financial year.</p> <p>In case the bidder does not fall under the ambit of statutory audit, and do not have audited annual reports/ audited Balance Sheets and Profit &amp; Loss Statements, shall submit a statement certified by Statutory Auditor / practicing Chartered Accountant as documentary evidence in support thereof.</p>

## 6. Evaluation of Bids:

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

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

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

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

- (a) “Deviation” is departure from the requirement specified in the tender documents.
- (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.

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(c) “Omission” is the failure to submit part or all of the information or documentation required in the tender document.

**6.5** The subject work is indivisible and complete work shall be awarded to successful overall lowest bidder. The financial comparison for selection of Lowest (L-1) Bidder / Contractor shall be done based on the total derived price of all the items mentioned in BOQ-1 and BOQ-2 after arithmetical correction of errors (if any). The aggregate amount will be worked out as total derived price of all items of BOQ, shall be considered for evaluation and award.

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

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

**6.8** The unit price of each item mentioned in BOQ-1 and BOQ-2 shall be derived after multiplying a factor (calculated as per below calculation) with estimated amount of unit rate for each item indicated in BOQ-1 and BOQ-2.

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

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

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

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

**6.9** Bidder shall not quote negative Contractor service charges for manpower services for item mentioned in SOR BOQ-2.

For Example- If bidder quotes Excess (+) 10% then service charges in % on manpower services will be 10%.

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

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

## **7. Bid Submission:**

Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderer/Contractor is advised to follow the instructions provided for online submission of bids. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Any bid document submitted through mail or Hard copy submission shall not be considered in bid evaluation.

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8. Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
9. Tenderer who has downloaded the tender from the HURL website [www.hurl.net.in](http://www.hurl.net.in) and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with HURL.
10. Intending tenderers are advised to visit again HURL web site [www.hurl.net.in](http://www.hurl.net.in) and CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.
11. EMD Payment: Earnest Money Deposit is to be deposited **electronically by ECS/ RTGS/NEFT/BANKERS CHEQUE** in the account of “**Hindustan Urvarak and Rasayan Limited, payable at Delhi**” at the below mentioned details. Bidders are required to submit the details of EMD payment at the time of Bid Preparation.
- BANK Details for EMD Payment through ECS/NEFT/RTGS:**  
**Bank Name/Branch – State Bank of India/Overseas Branch Delhi**  
**IFS CODE: SBIN0004803, Account No: 36245010741.**
12. EMD value: **Rs. 1,35,500.00** (Rupees One Lakh thirty five Thousand five hundred only).
13. Price Bid Validity date 120 days.
14. All NSIC / SSI / MSME registered vendors are exempted from submission of tender fee & EMD. **NSIC/SSI/MSME certificate must be submitted online to avail the exemption from furnishing the EMD.**
15. Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet. After online opening of Technical-Bid, the results of their qualification as well as the date of Price-Bid opening will be intimated later.
16. **LOCAL CONDITIONS**
- 16.1 It will be imperative on each Bidder to fully make aware himself of all local conditions and factors which may have any effect on the execution of the works covered under these specifications and documents. Bidder shall inspect the site, examine and obtain at its cost and responsibility, all information required and satisfy himself regarding all matters and things such as access to site, communications, transport, right of way, the type and number of equipment and facilities required for the work, availability of local labor, materials and their rates, local working conditions, weather, flood levels, sub-soil conditions, natural drainage, and all information that may be necessary for preparing its Bid, performance of work and other obligations and related matters. By submitting the Bid the Bidder shall be deemed to have acknowledged and agreed that ignorance of the site and other said conditions shall not be basis for any claim for compensation or extension of time or loss of profits etc. and the OWNER shall not be liable on account thereof in any manner whatsoever to the Bidder or any person claiming through or under the Bidder.

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16.2 Bidders must before submission of their Bids, acquaint themselves with all applicable regulatory and other legal requirements pertaining to insurance and health, safety and environment requirement in Gorakhpur, Uttar Pradesh and rules related to work permit at Gorakhpur, Uttar Pradesh or in any way or manner affecting the performance of Scope of Work, the Contractor and the Plant operation and performance including social security, safety, pollution control, permits, licenses, and other statutory requirements and regulations. The submission of a Bid by the Bidder will be construed as evidence that such an examination was made and the Bidder shall not raise at any time later any claims/disputes against the OWNER and the OWNER shall not be liable for the same in any manner whatsoever.

17. Bidders are required to carefully go through the entire tender document including scope of work, GCC, SCC and SOR before quote. Bidders should contact HURL in case of any query in tender document before bid submission. Once the bid submitted, HURL will assume that the bidder has understood all the aspects of tender document works and submitted bid accordingly.

**18. Guideline for submission of bid:**

**18.1 Technical Bid:**

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

- Signed, Stamped and Scanned copy of payment proof for Earnest Money Deposit (EMD).
- Signed, Stamped and Scanned copy of Work Orders along with Completion/Acceptance Certificate from End User/OWNER performed in last 7 years with full technical details including detailed Scope of the Work, Contract value and Completion Period as mentioned in Tender document, Instruction to Bidder, clause 5.1 of Technical Qualification. The Completion / Acceptance Certificate shall clearly indicate the LOI / Work Order no., Name of Work, Contract Value, Scope of Work, Contract period and actual Date of Completion.
- Signed, Stamped and Scanned copy of Certificates like Company Registration certificate, GSTIN Registration, PAN Card, EPF Registration and last three financial year ITR, audited balance sheet, profit loss statement certified by CA with membership number etc. as mentioned in Tender document, Instruction to Bidder, clause 5.2 and 5.4 of Technical Qualification
- Signed, Stamped and Scanned copy of each page of Tender Documents as mentioned in Tender document, Instruction to Bidder, clause 5.3 of Technical Qualification
- Signed, Stamped and Scanned copy of affidavit on company letter head as specified in **Annexure A** of tender document.
- Signed, Stamped and Scanned copy of Tender Acceptance Letter as per **Annexure-B** & Letter of authorization to submit bid.
- Signed, Stamped and Scanned copy of No deviation Certificate as per **Annexure-C**.
- Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director, in the format as enclosed as **Annexure- D** of Tender Document.
- Signed, Stamped & Scanned copy of format For Electronics Payment as per **Annexure-E**
- MSMEs seeking exemption and benefits should enclose an attested/self-certified and stamped copy of valid registration certificate, giving details such as validity, stores/services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSMEs.

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- Bids shall be digitally signed and uploaded by someone legally authorized and competent on behalf of his firm / company i.e. Bidder and relevant documents w.r.t. the same to be uploaded. The Power of Attorney of such person needs to be furnished along with bid.

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

## 18.2 Price Bid:

### 18.2.1 Schedule of price bid in the form of BOQ\_XXXX .xls

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

### 18.2.2 18.2.2 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer.

### 18.2.3 Prices must be filled in format for "Price Bid" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.

### 18.2.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (CGST & SGST/ UTGST or IGST) shall be included in the rates / prices and the total bid-price submitted by the Bidder.

### 18.2.5 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the complete items considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work/ Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.

### 18.2.6 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.

If any new taxes and/or duties are imposed beyond Completion/ Contract period for reasons not due to Owner's default, such taxes and duties shall be to Contractor's account.

If any new taxes and/or duties are imposed beyond Completion / Contract period for reasons due to Owner's default, such taxes and duties shall be to Owner's account.

### 18.2.7 The tenderer shall quote their rate in percentage rate over total estimated cost of all items of BOQ portion up to two decimals only in price bid. Tenderers to note that only first two decimals

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shall be considered for evaluation if quotation is having more than two decimals. Bidder to go through Preamble to SOR mentioned in the tender document before quoting.

18.2.8 Against Quoted Rate in Figures, Bidder is required to select “Excess(+) / Less(-)” from drop down menu and then they have to quote rate in percentage up to two decimals only.

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

**18.3 Checklist of documents to be submitted:**

S.N.	Item	Yes / No	Bid Ref.
I	Signed, Stamped and Scanned copy of Earnest Money Deposit (EMD) Enclosed or EMD exemption Certificate Enclosed.		
II	Signed, Stamped and Scanned copy of Certificates like Company Registration certificate, GSTIN Registration, PAN Card, EPF Registration, last three financial year ITR, audited balance sheet and profit loss statement certified by CA. with membership number etc. as mentioned in Tender document, Instruction to Bidder, clause 5.2 and 5.4 of Technical Qualification		
III	Signed, Stamped and Scanned copy of Work Orders along with Completion/Acceptance Certificate from End User/OWNER performed in last 7 years with full technical details including detailed Scope of the Work, Contract value and Completion Period as mentioned in Tender document, Instruction to Bidder, clause 5.1 of Technical Qualification		
IV	Signed, Stamped and Scanned copy of affidavit on company letter head as specified in <b>Annexure A</b> of tender document.		
V	Signed, Stamped and Scanned copy of Tender Acceptance Letter as per <b>Annexure-B</b> & Letter of authorization to submit bid		
VI	Signed, Stamped and Scanned copy of No deviation Certificate as per <b>Annexure-C</b>		
VII	Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director, in the format as enclosed as <b>Annexure- D</b> of Tender Document		
VIII	Signed, Stamped and Scanned copy of each page of Tender Documents as mentioned in Tender document, Instruction to Bidder, clause 5.4 of Technical Qualification		
IX	Signed, Stamped & Scanned copy of format For Electronics Payment as per Annexure-E		
X	MSMEs seeking exemption and benefits should enclose Signed, Stamped and Scanned copy of valid registration certificate, giving details such as validity, stores/services etc.		

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XI	Bids shall be digitally signed and uploaded by someone legally authorized and competent on behalf of his firm / company i.e. Bidder and relevant documents w.r.t. the same to be uploaded. The Power of Attorney of such person needs to be furnished along with bid.		
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Note: Failure to Upload duly signed and stamped Authentic and Corrects Documents as mentioned at S.N. I, II, III, IV, V, VI, VII, VIII, IX, X and XI of clause 18.3 (Checklist) above would lead to Rejection of Techno- Commercial Bid. Price Bids shall be opened only of those bidders who are qualified and whose techno-commercial bids are acceptable.

19. HURL reserves the right to reject any or all the bids without assigning any reason whatsoever and does not bind itself to accept the lowest or any other bid. The bids which are incomplete in any respect are liable to be rejected. HURL is at liberty to take any of the following actions in case of this NIT:
  - a) To cancel the tender without reference to the bidders.
  - b) To postpone the due date and time.
20. Bidders shall not be entitled to claim any costs, charges, expenses or incidentals for or in connection with the preparation and submission of their bids even though HURL may withdraw the enquiry/tender or reject all bids.
21. **SITE VISIT:** **If needed**, the bidder and his authorized personnel will be granted permission by General Manager (BUH), HURL Gorakhpur Project to enter upon HURL Gorakhpur project premises and may visit the site before quoting their rates.
22. HURL reserves the rights to assess bidder's capability and capacity to perform the contract.
23. To know more about HURL, please visit our website [www.hurl.net.in](http://www.hurl.net.in)

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### **Instructions for Online Bid Submission:**

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

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

#### **1.0 REGISTRATION**

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

#### **2.0 SEARCHING FOR TENDER DOCUMENTS**

- 2.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 2.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### **3.0 PREPARATION OF BIDS**

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

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

#### **4.0 SUBMISSION OF BIDS:**

- 4.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 4.3 Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4.4 Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 4.5 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 4.6 The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

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- 4.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.
- 4.8 Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 4.9 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 4.10 Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 4.11 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- 4.12 Shortfall documents: After evaluation of the uploaded documents, shortfall documents, if required, shall be sought from the bidder. For this purpose, maximum 1 chance, of 7x24 hours duration shall be given. If the techno-commercial acceptability of bidder is established upon verification of uploaded documents and shortfall documents if any, the case shall be considered for further processing. If the bidder happens to be defaulter upon verification of the documents or has not uploaded the required document within the mentioned time frame his bid would be analyzed based on the uploaded documents and if found not in order as per requirement, would be outrightly rejected.

## **5.0 ASSISTANCE TO BIDDERS**

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

**0120-4001 062**

**0120-4001 002**

**0120-4001 005**

**0120-6277 787**

**E-mail  
support:**

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

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Technical - support-eproc(at)nic(dot)in  
Policy Related - cppp-doe(at)nic(dot)in

Or

Mr. Vijay Kunwar Kant, Manager (C&M), Mobile: 9999798169, E-mail:  
[kantvk@hurl.net.in](mailto:kantvk@hurl.net.in)

Ms. Bhaswati Hazarika Officer (Purchase), Mobile: 8826822340; [E-mail:  
bhaswati@hurl.net.in](mailto:bhaswati@hurl.net.in)

Mr. Prashant Samanway Officer (Purchase), Mobile: 9430676867; [E-mail:  
prasantsamanway@hurl.net.in](mailto:prasantsamanway@hurl.net.in)

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## **GENERAL CONDITIONS OF CONTRACT (GCC)**

### **1. Scope of Contract**

The Scope of Contract shall be as per 'Technical Specification' as mentioned in tender document and scope of work.

### **2. Firm Price**

Price quoted by the bidder 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 minimum wages, change in the rate of taxes & duty and/or inclusion of any new tax & duty. Bid with variable price will not be accepted.

### **3. Price Basis**

Duly executed at following location:

Admin Building, HURL, Fertilizer Campus, Gorakhpur (UP)

### **4. Taxes and duties**

4.1 The Bidder shall include all the taxes, duties/ levies etc. (except GST) in their quoted rates/ prices, Applicable for all items of SOR. GST charges shall be paid extra at actual by the owner as applicable.

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

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

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

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

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

5. **Effective date of Contract/ Contract Period:** The contract shall be operative for a period of One (01) year with effect from the start date of work as certified by Engineer-In-Charge (EIC). The contract may further be extended as needed by HURL and subject to Agency's performance. However, clearance for continuation of contract shall be given on month-to-month basis depending upon the job requirement and the Agency's performance and at the sole discretion of the HURL.

If the Agency is not competent to execute the job as per the requirements of HURL or owing to deficiency in service or substandard quality of manpower deployed, its contract shall be terminated at any time after giving one month notice to the selected Agency. The decisions in this regard by the HURL shall be binding and cannot be disputed.

### **6. Completion Period/ Time Schedule**

Sl.No.	Particulars	Time Schedule/ Contract Period
1.	Completion of Total Work	365 days from the start date of work as certified by Engineer-In-Charge (EIC).

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## 7. Payment Terms

- The payment shall be made for the actual job executed by the Agency after due verification and certification by the concerned Engineer-in-charge of the HURL, Gorakhpur Project.
- The Agency shall submit bills in triplicate on monthly basis to the concerned Engineer in-charge of the HURL, Gorakhpur Project. Payment shall be released within 30 days of submission of invoice by the party. All payments shall be made in Indian currency by means of Electronic Clearance Service (ECS) or Cheque only.
- In-come Tax as applicable as per IT Rules shall be recovered at source and other taxes as applicable will be deducted from the Running/final bill.
- The agency shall pay applicable GST and claim it along with RA Bills.
- The successful bidder will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance and any other mandatory provisions of law in respect of the persons deployed by Contractor for this work.
- The successful bidder shall maintain all statutory registers under the applicable Law. The bidder shall produce the same, on demand, to the EIC of HURL nominated for this work.
- The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. Each monthly bill must accompany the list of employees with their date of engagement.
- Successful bidder shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to HURL to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- In case, the successful bidder fails to comply with any statutory/taxation liability under appropriate law, and as a result there of HURL is put to any loss / obligation, monetary or otherwise, HURL will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the bidder, to the extent of the loss or obligation in monetary terms.
- No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

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

S.N.	Particulars	% of the value of work
1	Value of actual work done against submission of running bill shall be released within 30 days after certification by the owner after recovering of the following:  a. Statutory deduction and Income tax as applicable. b. Any other recovery if any	97%
2	Release of Security Deposit along with final Bill	3%

## 8.0 EARNEST MONEY DEPOSIT (EMD)

- 8.1** Bidders shall have to deposit earnest money of **Rs. 1,35,500.00** (Rupees One Lakh thirty Five Thousand five hundred Only) in the account of HURL. Tenders received without earnest money shall not be entertained and shall be summarily rejected.
- 8.2** The earnest money shall be forfeited if the Bidder withdraws/ amends, impairs and derogates from the tender.

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- 8.3** EMD shall be refunded to all the unsuccessful Bidder after acceptance of work order by the successful Bidders. No interest shall be payable on submitted EMD amount. EMD of the bidders whose price are not considered to be opened, shall be released/refunded at the earliest but only after the award of the subject work to the successful bidder.

The contractor will have to apply in writing for refund of security deposit along with one cancelled cheque. EMD shall be refunded to all the unsuccessful Bidder at the earliest but not later than thirty days beyond the award of the subject work and receipt of EMD return letter from the bidder.

- 8.4** The Earnest money will be forfeited in the following conditions:

- (a) If at any stage, any of the information/ declaration given by the bidder is found to be false.
- (b) If a bidder withdraws his bid during the period of bid validity period specified in the terms and conditions of tender.
- (c) In case of any selection of bidder, if he fails to enter in to the contract or fails to furnish his responsibilities as mentioned in the above referred clauses of the tender document.

- 8.5** EMD of successful bidder shall be converted into security deposit. The same will be additional to security deposit amount as mentioned in clause 9.0 and no interest shall be payable thereon.

- 8.6** Exemption from submission of EMD :

Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006, for goods produced and services rendered, shall be exempted from paying Earnest Money Deposit.

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

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

**9.0 SECURITY DEPOSIT:**

- EMD of successful bidder will be converted to Security Deposit after award of contract. Successful Bidders who are exempted from submission of EMD on account of MSME/NSIC/SSI, shall have to deposit security deposit of Rs. 13,55,626.00 (Rupees thirteen lakh fifty five Thousand six hundred twenty six Only) before award of contract/Work Order. However, who has submitted the EMD they are liable to deposit the balance amount of SD in case of L1 bidder.
- Further, the security deposit at the rate of 03.00 % shall be recovered from the subsequent monthly bills. The security deposit shall be kept as performance guarantee and shall not bear

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any interest. It will be refunded to the Agency after the satisfactory completion of contract period however, the contractor will have to apply in writing, along with original cash receipt for refund of security deposit

- The HURL reserves the right to forfeit the security deposit if the Agency fails or neglects to take up the job, abide by to fulfil the terms and conditions of the contract and/or to execute the work satisfactorily

#### **9.0 Quantity variation**

Quantities indicated in the schedule of rate are tentative only and all the items may or may not be executed either partially or fully. Individual Item mentioned in SOR may vary to any extent for which no revision of rate will be applicable. However, the upper ceiling of total quantum of variation of work value shall be limited to +20 % of the original contract value. Actual execution value of the contract may vary depending on the actual requirement and therefore there shall not be any compensation for non-execution of any item or multiple items either partially or fully. This clause shall supersede any other clause given anywhere in the tender documents

#### **10.0 Insurance**

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

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

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

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

#### **11.0 Termination**

In the event of unsatisfactory performance, HURL Gorakhpur reserves right to cancel part or whole of the order / contract and make alternate arrangement at any time during contract period on risk & costs of contractor and / or forfeit security deposit

#### **12.0 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.

#### **13.0 SETTLEMENT OF DISPUTE:**

**13.1** Amicable efforts should be made to settle the claim, if any by direct negotiation with the concerned Engineer-in-charge of HURL, Gorakhpur Project. In case the same is not settled, all disputes and differences whatsoever arising between the parties out of or relating to the meaning and operation of effect of this contract or the breach thereof shall

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be referred to the Unit Head/Incharge of the HURL, Gorakhpur Project for arbitration and the award made in pursuance thereof shall be binding on the parties.

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

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

**14.0** **Governing laws:** - This Contract shall be governed by the Indian Laws for the time being in force and the Gorakhpur Courts alone shall have the exclusive jurisdiction on all matters arising under the contract.

**15.0** **INTERPRETATION OF CONTRACT**

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

15.2 Should there be any doubt or ambiguity in the interpretation of the contract documents or error, omission or contradiction therein or in any of them, the contractor shall prior to commencing the relative work, apply in writing to the owner for his decision in resolution of the doubt, ambiguity or contradiction or correction of the error or omission, as the case may be. Should the contractor fail to apply to the owner for his decision, as aforesaid prior to commencing the relative work, the contractor shall perform said work as per interpretation of owner whose decision shall be final and binding on contractor.

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## Special Condition of Contract/Scope of Work

### Annexure-I

#### Special Condition of Contract (SCC)

1. Payment will be made on actual job done.
2. The duration of job will be for one year; however, it may be extended by one year on discretion of HURL.
3. The deployment of aforesaid workers for 8 hours would be termed as one “*Man-days*”.
4. Man-days required for un-skilled worker for the scope of work indicated in the enquiry during the contract period of 365 days is **13140+300 = 13440**.
  - i) Un-skilled labour for one-year: **36x365 = 13140** man-days.
  - ii) Annual/ Emergency Shutdown (Unskilled) for one year: **12X25 =300** man-days.  
Considering 12 manpower for 25 days shutdown.
5. Semi-skilled labour for one year: **7x365 =2555** man-days.
6. 03 Supervisors (Semi-skilled) to supervise the workers for one year: **3x313=939** man-days.
7. Agency must deploy a semi-skilled & Un-skilled worker for a period of 8 hours in three shifts i.e. A shift (0600 hrs to 1400 hrs), B shift (1400 hrs to 2200 hrs) & in C shift (2200 hrs to 0600 hrs) for the round the clock working. May also deploy in General shift also as per plant's requirements as decided by EIC.
8. The Worker would be responsible for carrying out the jobs in Ammonia, Urea, O&U Plant & Laboratory as mentioned in scope of work.
9. Min qualification for the semi-skilled manpower to be engaged should be 12<sup>th</sup> pass or ITI & 2 years post-qualification industrial exposure in Fertilizer & Chemical plant is required. Maximum age of candidate should not more than 40 years at the time of employment.
10. Min qualification for the Un- skilled manpower to be engaged should be 10<sup>th</sup> pass & he must have ability to read, write and understand the instructions of HURL supervisor. He preferably may have 02 years of exposure to industrial environment as Helper or working in any of the existing manpower contract works of similar nature at HURL. Maximum age of candidate should not more than 40 years at the time of employment.
11. If any person quit the job, immediately suitable replacement should be arranged by the Contractor.
12. Invoice must be raised by agency on monthly basis. Agency must produce tax invoice.
13. Agency must comply statutory requirement and labour laws for the minimum wage payment, WC insurance, PF, bonus, ESI, retrenchment benefits etc of the engaged personnel as per the Labour Act. Payment of wages to the Helpers must be done before or on 7<sup>th</sup> day of each month.
14. Payment to the Helpers must be mandatorily done online through internet banking and proof of same is to be submitted to EIC or his representative along with invoice.
15. During job execution, contractor or its representative must be continuously available on the site. Working contact number of Contractor or its representative must be shared to respective EICs & should be available on call in case of manpower arrangement to meet any emergency.
16. Accommodation for helpers must be arranged by agency at their own cost.
17. Transportation for the employees engaged under the contract shall be arranged by contractor.
18. Agency must arrange & observe the use of PPEs like safety helmet, safety goggles, hand gloves & safety shoes by the Helpers. It will be onus of the agency to provide these items of PPE to the Worker. Contractor helpers shall not be allowed to wear loose clothing as it is a safety hazard.
19. Engineer in Charge May close the contract upon no requirement by giving a notice 15 days prior. And no financial implication on either side.
20. Contractor's manpower must have following minimum (but not limited to) Tools and Tackles:

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TOOL DESCRIPTION	UoM	Total QTY
Shovel (Belcha)	Nos.	12
Fawada	Nos.	06
Wire Brush	Dozen	4
Cotton Waste	Kg	320
Lime (Choona) powder	Kg	75
Bi-cycles for Sample Collections	Nos.	2
Broom with long handle	Nos.	72
Wipe cloths	Nos	96
Wiper	Nos	24
Floor cleaner	Litres	120

21. In case of any dispute decision of Engineer in Charge would be final and binding.

**22. Mobilization Period:**

a) The job shall be executed any time with in the contract period depending upon the plant commissioning, for which initial mobilization time of 30 (thirty) days shall be provided to start the job after written/verbal communication.

b) Apart from routine supply of manpower, in case of any additional requirement of manpower, 24 Hrs. of mobilization period shall be given.

23. **Contract Period:** One Year (365 days) from the date of issue of LOI/Work Order, further extendable up to 12 months on same rates, terms and conditions.

24. Compliance of statutory requirement and labor laws like PF, ESI, Bonus, retrenchment benefit and minimum wages as per government guidelines.

25. Payment will be done on Monthly basis for actual operated quantity against Invoice submitted by the contractor after end of the month.

26. **Variation:** The BIDDER shall note that the quantities given are tentative subject to variation and they shall not be entitled to claim any extra or compensation on this account. Quantum of individual item may vary to any extent; however, the total quantum of work may vary up to  $\pm 20\%$  of the total awarded contract value and on this account, no variation of quoted rates of items will be permissible. Therefore, before, supply of manpower, the Contractor shall take prior approval from HURL for firm quantity.

27. Cost evaluation shall be done on totality basis.

**Penalty Clauses: -**

1. If any worker found without PPE, 100 INR fine will be charged to the Contractor on each incident.
2. Minimum 12 manpower per shift be deployed by Contractor.
3. Contractor to ensure the deployment of workers as per schedule given by SIC without fail.
4. Responsibility for maintaining the Bi-cycles in good running condition is in the scope of contractor.

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## Annexure-II

### Scope of Work

#### THE SCOPE OF WORK INCLUDES, BUT NOT LIMITED TO THE FOLLOWING:

- Cleaning in Reformer section and cleaning of Primary Reformer Burners as and when required.
- Cleaning of candles filter & suction strainers. PAC suction chamber filters cleaning.
- Job will include keeping the entire area free from any spillage, dirt, combustible material etc.
- Shifting of oil drums & Charging of oils in CO2 Compressor/Turbine oil Console.
- Fixing/removal of hoses in utility point station and Unused hoses should be properly dress up,
- Handling of oil, Caustic, Phosphate, Amine, cleaning of tanks and preparation & dosing of chemical solutions in BFW & OASE section etc.
- Cleaning of base plate foundations, piping's, bearing cups, oil trays and Cleaning of Both Compressor house & Synthesis Sec. Area.
- Spray of bleaching powder at places where algae growth has taken place.
- It shall be ensured that the drains/channels/trenches in the Plant Area are not choked due to irresponsible dumping of due to foreign material.
- Collection of oil from OWS pit and disposal of collected oil in drums to designated area.
- Fixing/removal of hoses on Service air, Service water, Nitrogen and low-pressure steam & dressing up same after uses.
- Isolation valve operation as and when require as per instruction of reporting officer.
- Cleaning in CO2 Compressor section, HP, LP, PCT, Prilling Section, Conveyor Systems Gallery & Transfer Tower's area under Urea Plant Scope.
- Cleaning of filter & suction strainer elements as & when required. Prilling tower top & bottom louvers cleaning.
- Job will include keeping the entire area free from any spillage, dust, combustible material, bird excreta cleaning job etc. Oil makes up in the machinery as & when required.
- Cleaning of trenches around the plant & base plate of Machinery in guidance of Field Operators.
- louvers cleaning.
- Ethylene Glycol make up in seal pot of Ammonia Booster pumps.
- Cleaning of trenches around the plant & base plate of Machinery in guidance of Field Operators.
- Spray of bleaching powder at places where algae growth has taken place.
- Dumping of waste material like Urea Polymer, insulation waste etc. at designated place.
- Shifting of oil drums & Charging of oils in CO2 Compressor/Turbine oil Console.
- Helping in operation of big valves during Plant Start-up and shutdown & in case of emergency
- Support to isolate & prepare the equipment for handover to the maintenance as per approved procedures.
- Adheres to the HSE policies, ensuring day housekeeping of assigned area & complies the established work permit system
- Housekeeping in Ammonia cooling tower, Urea cooling tower, CLO2 generator, Air compressor, Dryer and Inst air vessel, Nitrogen plant & Cold nitrogen storage tanks, Ammonia loading/unloading system, BOG compressor& flare system.
- Chemical handling like loading and unloading assistance and chemical preparation.
- Responsibility of Diesel loading and unloading in EDG and Fire water area.

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- Housekeeping & assistance in Fire Water pump house motor & diesel driven pumps area.
- General cleaning of Glassware, Sample bottles, Plasticware and any other items used in laboratory.
- Collection of Water, Gas, Urea, Oil, Process liquid samples from different units like AMMONIA, UREA, RWTP, RODM, ETP, STP, FW, CW, Bagging, Power plant and other locations as per requirement to respective lab analysis and discarding the same after analysis as suggested by HURL.
- Handling/carrying of gas cylinders of N2, H2, He, N2O, Acetylene, LPG etc. during loading, unloading and shifting to proper location from main stores under HURL supervision.
- Handling of Raw materials, Chemicals, Neem oil, Acid, Caustic, process/steam/turbine condensate, urea solution etc. under the supervision of HURL, as per requirement.
- Proper disposal/discard of used Raw material/Chemicals/Acid/Caustic etc. under supervision of HURL.
- Collection of HDPE bag samples and further processing/sampling (cutting, labelling etc) as per requirement under the supervision of HURL.
- Installing and manning of High-Volume Sampler (HVS) for continuous 8 Hrs. to monitor ambient air at stations and Installation of Pollution Control Equipment for Dust emission at Prilling Towers Urea as per requirement.
- To deliver/collect files, documents, log sheets, log books etc. to internal department/labs and to inter departments.
- Cleaning and general requirement of lab equipment under HURL supervision.
- Quantum of sampling job can be increased or decreased depending upon the plant requirement.
- Sweeping and moping of offices and Lab rooms of Central Lab & all corridors / Passages, Front area, all exit areas etc. Mop the floor with disinfectant. Wiping the complete area and keeping it dry.
- Sweeping and Mopping would automatically include cleaning cobwebs, tiles flooring, wall tiles and skirting in the said areas.
- Cleaning all areas and portions under windows and shelves in the building. Cleaning of Windows & Doors Glasses internally every day.
- Removing of Wild vegetation around the plant.

### Annexure-III

#### Bill of Quantity (BOQ)/Schedule of Rates (SOR)

S No	No. of Worker	BOQ item	UoM	BOQ	Unit rate in Rs (rounded off)	Total rate (INR)
1	36 Un-skilled worker (Ammonia:12 Nos., Urea: 10 Nos, O&U: 05 Nos & Laboratory: 09 Nos.) for 365 days for Ammonia, Urea, O&U & Laboratory	Man-days	Nos.	36 X 365 days = 13140 Nos.	776.77*	<b>10206757.80</b> (Exclusive of GST)

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2	12 Un-skilled for 25 days of Shutdown for Ammonia, Urea & O&U	Man-days	Nos.	12 X 25 Man-days = 300 Nos.	776.77*	<b>233031.00</b> (Exclusive of GST)
3	7 Semi-skilled for 365 days for O&U Plant+	Man-days	Nos.	7 X 365 Man-days = 2555 Nos.	877.64*	<b>2242370.20</b> (Exclusive of GST)
4	03 Semi Skilled for 313 days to Supervise & Coordinate the activities	Man-days	Nos.	3 X 313 Man-days = 939 Nos.	877.64*	<b>824103.96</b> (Exclusive of GST)
5	Supply of Tools & tackles as mentioned in point no.-20 of Annexure-I (General terms & conditions) **	-	-	Lump sum	-	<b>50000.00</b> (Exclusive of GST)
					<b>Total</b>	<b>13556262.96</b> (Exclusive of GST)

\* Calculation of wages is based on rates given for a skilled, semiskilled and unskilled worker declared on 1<sup>st</sup> April-2021, basis is attached as Annexure IV.

\*\* Calculated on lump sum basis.

#### Annexure-IV

##### Basis of rate calculation of wages for Un-skilled & Semi-skilled worker.

Revised minimum wages w.e.f. 1st April-2021 (B-area)						
ESTIMATION OF LABOUR RATE						
Sl No	Description	Percentage (%)	USW	SSW	SW	HSW
1	Minimum wages rate		539	609	714	784
2	Payment of Bonus @ 8.33%	8.33	44.9	50.73	59.48	65.31
3	Retrenchment Benefit @ 4.82%	4.82	25.98	29.35	34.41	37.79

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4	PF and EDLI @ 13.15%	13.36	72.01	81.36	95.39	104.74
5	Safety and T&P @ 2%	2.00	10.78	12.18	14.28	15.68
6	Insurance @ 2.5%	2.50	13.48	15.23	17.85	19.6
7	<b>Total</b>		<b>706.15</b>	<b>797.85</b>	<b>935.41</b>	<b>1027.12</b>
8	CPOH 10%	10.00	70.62	79.79	93.54	102.71
9	<b>Final estimated rate (rounded off)</b>		<b>776.77</b>	<b>877.64</b>	<b>1028.95</b>	<b>1129.83</b>

\* GST extra applicable as per rule.

### **Format of Price Bid (BOQ)/ Financial Bid**

The screenshot shows a Microsoft Excel spreadsheet titled "V3\_BOQ\_Percentage\_Template [Compatibility Mode] - Excel". The spreadsheet is a BOQ template for a tender. It includes a header section with "Percentage BoQ" and a table with columns for "Sl. No.", "Item Description", "Quantity", "Units", "Estimated Rate in Rs. P", "TOTAL AMOUNT Without Taxes in Rs. P", and "TOTAL AMOUNT in Words". The table contains one item: "1.01 SOR- Supply Items" with a quantity of 1.00 and units of "Lumsum". The total amount is shown as "50000.00" and "INR Fifty Thousand Only". The "Quoted Rate in Figures" is "0.00" and "INR Zero Only". The "Quoted Rate in Words" is "INR Zero Only". The spreadsheet also includes a "PRICE SCHEDULE" section and a "Tender Inviting Authority" section.

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VI\_BQ2\_Percentage\_Template [Compatibility Mode] - Excel

File Home Insert Page Layout Formulas Data Review View Help Tell me what you want to do

Clipboard Font Alignment Number Styles Cells Editing

Percentage BQ2

1. Tender Inviting Authority: Sr. Vice President, NHRL, Ganshwar

2. Name of Work: Hiring services of Un-skilled & Semi-skilled worker for housekeeping & miscellaneous jobs in Annonia Plant, Urea Plant, OMS Plant & in Laboratory areas at NHRL, Ganshwar

3. Contract No: 0551220153

4. Note: (1) The subject work is indivisible and complete work shall be awarded to successful lowest bidder. The financial competition for selection of Lowest B. (2) Bidder (Contractor) shall be done based on the total down payment of all the items mentioned in BQ2 (SOR) after extension/revision of items (if any). The aggregate amount will be calculated as total down payment or amount of BQ2 (SOR) shall be considered for evaluation and award. (3) For items mentioned in SOR, Bidder shall quote their price "BQ2" Against Quoted Rate in Figures. Bidder is required to select "GCC" from drop down menu and then they have to quote rate percentage up to two decimal only. (4) The quoted rate must be inclusive of all taxes and duties etc. as per tender but exclusive of the GST. Bidder must quote their rate exclusive of GST. The GST shall be paid extra as per applicable rate. (5) Prices quoted anywhere else except the BQ2 shall not be considered. Bidder must quote for all the items in BQ2. Part BQ2 shall not be considered. (6) GST shall be submitted by NHRL as per submission of documentary evidence.

5. Name of the Bidder (Bidding Firm):

6. FINANCIAL SCHEDULE

7. (This BQ2 template must not be modified/replaced by the bidder and the same should be replicated after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.)

Sl. No.	Item Description	Quantity	Unit	Estimated Rate in Rs. / P	TOTAL AMOUNT Without Taxes in Rs. / P	TOTAL AMOUNT in Words
1	1. GSH: Manpower supply	3	5	6	7	
101	36 Un-skilled worker (Annonia, Urea, OMS, OMS) (8 hrs x Laboratory) (360 days for Annonia, Urea, OMS) (Laboratory) (36 X 360 days) (3780)	1040.00	Mandays	776.77	808767.88	808 Thousand Eight Hundred & Fifty Seven and Paise Eighty Only
102	32 Un-skilled worker 25 days of Shutdown for Annonia, Urea & OMS (12 X 25 days) (300)	300.00	Mandays	776.77	233031.00	233 Thousand Three Hundred & Thirty One and Paise Only
103	17 Semi-skilled worker 360 days for OMS Plant (7 X 360 days) (2520)	2500.00	Mandays	877.04	2192599.20	2192 Thousand Five Hundred & Ninety Nine and Paise Twenty Only
104	03 Semi-skilled for 312 days to Supervise & Coordinate the activities (3 X 312 days) (936)	930.00	Mandays	877.04	814825.20	814 Thousand Eight Hundred & Twenty Five and Paise Twenty Only
Total in Figures				13506262.28	13506262.28	13506 Thousand Two Hundred & Sixty Two and Paise Twenty Only
Quoted Rate in Figures				Select	0.00	0.00
Quoted Rate in Words						Nil Zero Only

Ready Type here to search

**Note 1:** - The Bidder shall include all the taxes, duties/ levies etc. (except GST) in their quoted rates/ prices, Applicable for all items of SOR. GST charges shall be paid extra at actual by the owner as applicable.

**Note 2:** - Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the complete contract considering supply items as Point No. 20 of Annexure-I of Special Condition of Contract/Scope of Work and all works involved as mentioned in all parts of the Tender Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work/ Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.

Sign & Stamp of Bidder

**TO BE SUBMITTED ON COMPANY LETTER HEAD**

**AFFIDAVIT**

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

1. I, am submitting the tender for providing **“Services of Semi-skilled & Un-skilled manpower for housekeeping & miscellaneous jobs in Ammonia Plant, Urea Plant, O&U Plant and Laboratory at HURL, Gorakhpur”** against Tender Notice Number **HURL/GKP/C&M/21-22/C-95 Dated -----** .
2. That I/ we/ our partners/ directors do not have any relative working in Hindustan Urvarak & Rasayan Limited.
3. That I/we hereby declare that M/s\_\_\_\_\_is neither put on Holiday nor Black-listed by any Government/ PSU/ Private firm or Financial Institution.
4. That all information furnished by me/ us in respect of fulfilment of eligibility criteria and information given in this tender is complete, correct and true.
5. That all documents / credentials submitting along with this tender are genuine, authentic, true and valid.
6. That the price bid is unconditional.
7. That I/ we shall comply with all the statutory provisions as laid down under various Labour Laws/ Acts/ Rules like minimum wages, Provident Fund, ESI, Bonus, Gratuity, Contract Labour Act and other Labour Laws/ Acts/ Rules in force from time to time at my/ our own cost.
8. I/We indemnify hereby HURL against all repercussions arising out of non- compliance of the foregoing in any case.
9. That if any information or document submitted is found to be false/ incorrect, the Department may cancel my/ our tender and action as deemed fit may be taken against me/ us including termination of the contract, forfeiture of all dues including earnest money and blacklisting of me/ our firm and all partners of the firm etc.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Sign & Stamp of Bidder

**TENDER ACCEPTANCE LETTER**  
(To be given on Company Letter Head)

Date:

To,  
**Tender Committee,**  
**HURL, Gorakhpur Project,**

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: **HURL/GKP/C&M/21-22/C-95 Dated**

Name of Tender / Work: - **“Services of Semi-skilled & Un-skilled manpower for housekeeping & miscellaneous jobs in Ammonia Plant, Urea Plant, O&U Plant and Laboratory at HURL, Gorakhpur”**

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned ‘Tender/Work’ from the web site(s) namely:  
\_\_\_\_\_
- as per your advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents to (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Sign & Stamp of Bidder

**NO DEVIATION CERTIFICATE**

(On Bidder's Letter Head)

**Nil Deviation Certificate**

Bidders Ref. No.....

Date: .....

From (Bidder's Name & Address)

To,

The Manager  
Contracts & Materials Department  
HURL, Administrative Building  
Fertilizer Colony Gorakhpur-273007

Sub: **Nil Deviation Certificate**

Ref: **Tender Enquiry No: HURL/GKP/C&M/21-22/C-95 Dated**

**Work:** Services of Semi-skilled & Un-skilled manpower for housekeeping & miscellaneous jobs in Ammonia Plant, Urea Plant, O&U Plant and Laboratory at HURL, Gorakhpur

- 1.0 With the reference to our Bid Proposal No..... dated.....submitted against your above referred Tender Enquiry, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in Conjunction with Amendment(s) / Clarification(s) / Addenda / Errata (if any) issued by the Employer prior to opening of Techno-Commercial Bids and the same has been taken into consideration while making our Techno-Commercial Bid and we declare that we have not taken any deviation in this regard.
- 2.0 We further confirm that any deviation, variation or additional condition etc. or any mention, contrary to Bidding Documents its Amendment(s) / Clarification(s) / Addenda / Errata (if any) as mentioned at 1.0 above found anywhere in our Techno-Commercial and / or Price Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to Employer, failing which the bid security shall be forfeited.

Signature of the authorized representative of the Bidder .....

Name.....

Designation.....

Common Seal.....

Date:

Place:

Sign & Stamp of Bidder

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

Ref. :

Date:

To,

Sr. Vice President  
HURL, Administrative Building  
Fertilizer Colony Gorakhpur-273007

Sub:

Bidding Doc. No.

Dear Sir,

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

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

Yours faithfully,

(Signature)

Date

Name & Designation.....

Place

Name of the Company.....

(Seal of Company) .....

Sign & Stamp of Bidder

**Annexure-E****Format For Electronics Payment**

Bidders are required to submit the following details on the company's letter head for online transfer of amount to their account:

1.	Contractor Name / Company Name	
	Address:	
	Phone No.	
	E-mail ID	
2. a	Name of the Bank	
b.	Address of the Branch	
c.	Telephone No.	
d.	9 Digit Code number of the Bank and Branch appearing on the MICR Cheque issued by the Bank	
e.	11 Digit NEFT/IFSC Code of the Bank Branch	
f.	Account Type (SB/CC/CA)	
g.	Bank Account No. (as appearing on the Cheque)	
h.	Permanent Account Number (PAN) Under Income Tax Act.	
I	GST Registration Number	
j.	Name of Authorized Signatory	
k.	Contact Person Name	

We hereby declare that the particulars given above are correct and complete

Name  
Designation  
Date

Authorized signatory of the bidder

Sign & Stamp of Bidder