

TWO-BID Open e –TENDER

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

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

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

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

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

For & on behalf of
HURL, Sindri

Manager, Contracts

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INSTRUCTION TO BIDDERS

1. Online bids are invited on two bid system for **“Hiring of 11 nos vehicles at HURL Sindri project”** vide Tender reference No.: HURL/Sindri/C&M/21-22/1010 Dated 06-11-2021. Manual bids shall not be accepted.
2. Tender documents may be downloaded from HURL web site www.hurl.net.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE as in Point no. 4 of NIT.
3. Type of Tender: Open Tender – Two bid
4. **Critical Date Sheet:**

Published Date	06-11-2021 , 04:00 PM
Bid Document Download / Sale Start Date	06-11-2021 , 04:00 PM
Bid Submission Start Date	06-11-2021 , 04:00 PM
Bid Document Download / Sale End Date	26-11-2021, 04:00 PM
Bid Submission End Date	26-11-2021, 04:00 PM
Bid Opening Date	27-11-2021, 04:00 PM

5.0 Qualifying Requirements / Pre-Qualification Criteria (PQC)

Following are the Qualifying Requirements / Pre-Qualification Criteria (PQC) for the subject work:

- 5.1 The Bidder must have satisfactorily executed Similar nature of works i.e. providing Sedan/SUV/MPV/MUV/passenger vehicles to any Government sector/Semi Government / PSU / MNC / Public Ltd. Company / any 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. 31-10-2021 and shall meet either of followings 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 ₹ 118 lakhs

or

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- (ii) Two similar nature of completed works each with executed value (exclusive of GST) not less than the amount equal to ₹ 74 lakhs for each work order

or

- (iii) Three completed works each with executed value (exclusive of GST) not less than the amount equal to ₹ 59 lakhs for each work order

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. 31-10-2021 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 **Form 26AS / 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 Pre-Qualification criteria (PQC) 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

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fulfillment of PQC 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 the subject tender shall be deducted from the value of completed job mentioned in the completion certificate to arrive at the value of the completed job without service tax/GST.

5.1.2.4 Similar ARC (Annual Rate Contract) Jobs that has been successfully completed by the bidder for the originally awarded period shall be considered as completed works even though such ARC is under execution on account of extension. However original term completion should be within the period as indicated in above PQC. Bidder to submit the relevant document along with bid certifying satisfactory completion of the job, executed value of the job and completion date for original period of contract, along with letter of extension of contract, certified by WO issuing company /Engineer In Charge.

5.1.2.5 In case of sub contract orders, credential as sub-contractor for above PQC shall be considered only when such work orders for sub contract has been issued with approval or written permission of end user/owner/consultant of the owner of the contract from the scope of work of which contractor under the contract has sub contracted a part of or entire work under such work order. In this regard, the bidder has to submit a certificate from the end user/owner/consultant of the owner stating that the main contractor has intimated them about the engagement of sub-contracting OR have been allowed/ permitted as a sub-contractor. Based on such Sub contracted portion of the job actually executed by the bidder as subcontractor, PQC evaluation shall be done i.e. In case only part job is subcontracted, similar job & executed value etc for the part job only shall be considered for PQC and not the full job.

5.1.3 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 4.11, page -16 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 The bidder must own four (04) number of Sedan/SUV/MPV/MUV vehicles as on due date of bid submission. In support of the above, Documentary proof in the form of copy of Valid RC, Insurance & vehicle fitness certificate must be submitted along with bid. The above vehicles shall be having valid commercial vehicle registration and shall be

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registered in the name of Firm/Bidder/Proprietor in case of Proprietorship/Partnership concern and in the name of the Firm / Company for other than Proprietorship/Partnership concern.

5.3 Average Annual financial turnover during last three (03) financial years of the bidder should be at least INR 45.0 Lakhs. For evaluation of same, Bidder shall submit followings,

- Audited Annual Statements (Balance Sheet and Profit & Loss account) of the company for last three (3) financial years i.e. 2018-19, 2019-20 and 2020-21. Audited annual statement shall be certified by CA with membership number.

Or,

- Certificate issued by Chartered Accountants or statutory auditors of the bidding entity certifying the Annual Turnover for the Three preceding financial years i.e., 2018-19, 2019-20 & 2020-21

Note 1- 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.

Note 2- Other income shall not be considered for arriving at annual turnover.

5.4 The bidder shall have valid company registration, PAN card issued by Income Tax department and Valid GSTIN registration. As a documentary proof of same, the bidder shall submit signed, stamped and scanned copy of Certificates like valid GSTIN Registration certificate (GSTIN status shall be shown as active on GST portal.), PAN card issued by Income Tax Department.

The bidder shall submit following details also in technical bid as applicable,

- For Proprietorship firm** - Name of the proprietor to be mentioned. The bidder shall submit copy of Affidavit of proprietorship in original duly notarized (Latest).
- For partnership firms** – The bidder shall submit copy of Affidavit in originals duly notarized, confirming the current status of the firm along with names of the partners or Copy of partnership deed duly notarized (latest) to be submitted.
- For limited companies**– The bidder shall submit copy of notarized copy of Memorandum and Articles of Association and list of directors.

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6.0 Evaluation of Bids:

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

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

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

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

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

6.5 The subject work is indivisible / non-splitable and complete work shall be awarded to successful overall lowest bidder. The financial comparison for selection of Lowest (L-1) Bidder / Contractor shall be done based on the total derived price of all the items mentioned in BOQ/SOR after arithmetical correction of errors (if any). The aggregate of quoted amount for all items of BOQ will be worked out as total derived price, 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 among them shall be on the basis of evaluated Average Annual financial Turn Over of last three (03) financial years as per Pre-Qualification criteria (PQC) 5.3 of tender document. Bidder having the highest average annual financial turnover as per evaluation of Pre-Qualification criteria (PQC) 5.3 will be considered as L1 bidder.

6.8 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

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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.

6.9 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.

7.0 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.

8.0 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.

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

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

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

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

Bank Name – State Bank of India

IFS CODE: SBIN0004803, Account No: 38387231141.

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- 12.0 EMD value: **Rs. 2,95,000.00** (Rupees Two Lakh Ninety Five Thousand only).
- 13.0 Price Bid Validity date 120 days from the date of opening of Techno-Commercial bids.
- 14.0 Micro and Small Enterprises (MSEs) shall be exempted from paying Earnest Money Deposit.

MSEs seeking exemption and benefits should enclose/upload in e-tender portal an attested/self-certified copy of following registration certificate as a part of his bid, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

- i) Ministry of MSME vide Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 had notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified, form and procedure for filing the memorandum (Udyam Registration) w.e.f. 01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e. <https://msme.gov.in/>) Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs- 2012
- ii) An enterprise registered prior to 30.06.2020 and who is not re-registered with Udyam Registration, shall continue to be valid for a period up to 31.12.2021. Such enterprise shall submit EM Part-II or Udyog Aadhaar Memorandum (UAM) for availing benefits of PPP- 2012.
- 15.0 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.

16.0 **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

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thereof in any manner whatsoever to the Bidder or any person claiming through or under the Bidder.

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

17.0 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.

18.0 Guideline for submission of bid :

18.1 Technical Bid:

The following documents are to be furnished by the Contractor as part of Technical Bid:

- i. Signed, Stamped and completely filled Techno Commercial Proposal Bid Form (Enclosed as Annexure-1 and Annexure -2 in tender document)
- ii. Power of Attorney as per requirement mentioned in NIT. 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.
- iii. Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD). MSE bidders are exempted from submission of EMD as per provisions in the Tender Documents. MSE bidders seeking benefits of MSE as specified in the Tender Documents, must submit Attested/Self attested copy of Registration certificates (as mentioned in clause 14.0 of ITB) failing which no benefit of MSE shall be extended.
- iv. Similar work experience Documents as required in accordance with Clause 5.1 of Qualifying Requirements / Pre-Qualification Criteria (PQC) of tender document

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- v. copy of Valid commercial vehicle RC, Insurance & vehicle fitness certificate as required in accordance with Clause 5.2 of Qualifying Requirements / Pre-Qualification Criteria (PQC) of tender document
- vi. Audited Annual Statements (Balance Sheet and Profit & Loss account statements) in accordance with Clause 5.3 of Qualifying Requirements / Pre-Qualification Criteria (PQC) of tender document
- vii. Signed, Stamped and Scanned copy of GSTIN Registration, PAN Card and other documents in accordance with Clause 5.4 of Qualifying Requirements / Pre-Qualification Criteria (PQC) of tender document
- viii. Signed, Stamped and Scanned copy of last three financial year ITR
- ix. Signed and stamped copy of each page of tender documents as a token of acceptance indicating read, understood and accepted the Terms & Conditions mentioned in tender documents.
- x. Signed, Stamped and Scanned copy of affidavit on company letter head as specified in Annexure A of tender document.
- xi. Signed, Stamped and Scanned copy of Tender Acceptance Letter as per Annexure-B & Letter of authorization to submit bid.
- xii. Signed, Stamped and Scanned copy of No deviation Certificate as per Annexure-C.
- xiii. Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director, in the format as enclosed as Annexure- D of Tender Document.
- xiv. Signed, Stamped & Scanned copy of format For Electronics Payment as per Annexure-E
- xv. MSEs seeking exemption and benefits should enclose an attested/self-certified and stamped copy of valid registration certificate, giving details such as validity, stores/services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
- xvi. Any other document asked for in the Bidding Documents.

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

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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 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 For item mentioned in SOR, the bidder has to quote in BOQ of price bid. Bidder is required to quote hiring charges/day for each type of vehicle with given duty hours.

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18.2.8 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.No	Item	Yes / No	Bid Ref.
I	Signed, Stamped and completely filled Techno Commercial Proposal Bid Form (Enclosed as Annexure-1 and Annexure -2 in tender document)		
II	Power of Attorney as per requirement mentioned in NIT. 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.		
III	Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD) / MSE Certificate for exemption.		
IV	Similar work experience Documents as required in accordance with Clause 5.1 of Qualifying Requirements / Pre-Qualification Criteria (PQC) of tender document		
V	Copy of Valid commercial vehicle RC, Insurance & vehicle fitness certificate as required in accordance with Clause 5.2 of Qualifying Requirements / Pre-Qualification Criteria (PQC) of tender document.		
VI	Audited Annual Statements (Balance Sheet and Profit & Loss account statements) in accordance with Clause 5.3 of Qualifying Requirements / Pre-Qualification Criteria (PQC) of tender document		
VII	Signed, Stamped and Scanned copy of GSTIN Registration, PAN Card and other documents in accordance with Clause 5.4 of Qualifying Requirements / Pre-Qualification Criteria (PQC) of tender document		
VIII	Signed, Stamped and Scanned copy of last three financial year ITR		
IX	Signed and stamped copy of each page of tender documents as a token of acceptance indicating read, understood and accepted the Terms & Conditions mentioned in tender documents.		

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X	Signed, Stamped and Scanned copy of affidavit on company letter head as specified in Annexure A of tender document.		
XI	Signed, Stamped and Scanned copy of Tender Acceptance Letter as per Annexure-B & Letter of authorization to submit bid.		
XII	Signed, Stamped and Scanned copy of No deviation Certificate as per Annexure-C.		
XIII	Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director, in the format as enclosed as Annexure- D of Tender Document.		
XIV	Signed, Stamped & Scanned copy of format For Electronics Payment as per Annexure-E		
XV	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.		
XVI	Any other document asked for in the Bidding Documents.		

Note: Failure to Upload Authentic and Corrects Documents as mentioned at S.No I to XVI 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.

- 19.0 HURL reserves the right to reject any or all the bids without assigning any reason whatsoever and does not bind itself to accept the lowest or any other bid. The bids which are incomplete in any respect are liable to be rejected. HURL is at liberty to take any of the following actions in case of this NIT:
- To cancel the tender without reference to the bidders.
 - To postpone the due date and time.
- 20.0 Bidders shall not be entitled to claim any costs, charges, expenses or incidentals for or in connection with the preparation and submission of their bids even though HURL may withdraw the enquiry/tender or reject all bids.
- 21.0 **SITE VISIT:** If needed, the bidder and his authorized personnel will be granted permission by General manager (Project), HURL Sindri Project to enter upon HURL Sindri project premises and may visit the site before quoting their rates.

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

23.0 To know more about HURL, please visit our website 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.

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

3.0 PREPARATION OF BIDS

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

4.0 SUBMISSION OF BIDS:

- 4.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 4.3 Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4.4 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

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be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

- 4.5 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 4.6 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.
- 4.7 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.
- 4.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 4.9 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.
- 4.10 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.
- 4.11 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.

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5.0 ASSISTANCE TO BIDDERS

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

0120-4001 062

0120-4001 002

0120-4001 005

0120-6277 787

**E-mail
support:**

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

Technical - [support-eproc\(at\)nic\(dot\)in](mailto:support-eproc@nic(dot)in)

Policy Related - [cphp-doe\(at\)nic\(dot\)in](mailto:cphp-doe@nic(dot)in)

Or

Mr. Deepak Kumar, Manager (C&M) / Miss. Moupiya Mallick, Officer (Purchase)
HURL- Sindri Project,

Email id : deepakkumar@hurl.net.in / moupiyamallick@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 to be quoted shall be firm and subject to no escalation whatsoever during the contractual completion period including extended period, if any, except for any statutory variations i.e. change in the rate of 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:
Old FCIL Office Complex, HURL, Sindri (Jharkhand)

4. Taxes and duties

4.1 The Bidder shall include all the taxes, duties/ levies etc. (except GST) in their quoted rates/ prices 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 Contractor / 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:

5.1 The contract shall be valid for two (02) years from date of deployment of vehicle by the contractor or commencement date of contract as certified by HURL officer in charge / Controlling officer. However, in case of poor performance the contract shall be terminated with a notice period of 15 days without any liability to HURL.

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5.2 The contractor shall mobilize Vehicles within 15 days from the date of written intimation given by HURL officer in charge after issue of work order.

5.3 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 vehicles deployed, its contract shall be terminated at any time after giving 15 days 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	24 months from the start date of work as certified by HURL Officer-In-Charge.

7. Payment Terms

7.1 Payment shall be released on the basis of monthly bills raised by the contractor along with copy of the log book duly signed by the respective users and certified by HURL officer in charge and other required documents presented to HURL officer in charge for payment. Payment shall be made within 30 days after due verification and certification of submitted bills by the concerned officer-in-charge of the HURL, Sindri Project.

7.2 In-come Tax as applicable as per IT Rules shall be recovered at source and Jharkhand Sale Tax, if applicable, will be deducted from the Running/final bill.

7.3 The agency shall pay applicable GST and claim it along with RA Bills.

7.4 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.

7.5 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.

7.6 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:

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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 3% payment along with Security Deposit in final Bill	3%

The security deposit at the rate of 03.00 % shall be recovered from the subsequent monthly bills. The security deposit shall be kept as performance guarantee and shall not bear any interest. It will be refunded to the Agency after 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

8.0 EARNEST MONEY DEPOSIT (EMD)

- 8.1** Bidders shall have to deposit earnest money of **Rs. 2,95,000/-** (Rupees Two Lakhs Ninety Five Thousand 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.
- 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.

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- (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) bidders are exempted from submission of EMD as per provisions at clause 14.0 of Instruction to Bidders mentioned in page no. 9 of tender document.

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 MSE, shall have to deposit security deposit of Rs. 2,95,000.00 (Rupees Two Lakhs Ninety Five Thousand Only) before award of contract/Work Order.
- Further, The security deposit at the rate of 03.00 % shall be recovered from the subsequent monthly bills. The security deposit shall be kept as performance guarantee and shall not bear any interest. It will be refunded to the Agency after 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. However, the upper ceiling of total quantum of variation of work shall be limited to 10 % 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.

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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 as a result of the execution of the work. The contractor will 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 Sindri 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, Sindri Project. In case the same is not settled, all disputes and differences whatsoever arising between the parties out of or relating to the meaning and operation of effect of this contract or the breach thereof shall be referred to the BUH / Incharge of the HURL, Sindri 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 Dhanbad Courts alone shall have the exclusive jurisdiction on all matters arising under the contract.

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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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Scope of work / Special Condition of Contract (SCC)

1.1 The scope of services under this contract shall cover **deployment of vehicles along with driver** as per specifications given hereunder on hire basis for use in HURL Sindri Project. The vehicle shall be Commercial Vehicle with Jharkhand State RTO registration and should run on Diesel as per Specifications, contract period and availability given hereunder on hire basis for use in HURL Sindri Project.

S.N.	Type of Vehicle	Quantity	Duty Hours	Requirement for the period	Required Vehicle Make Year	Vehicle Availability
1	Innova Diesel AC Vehicle with Driver	1	24 hrs	02 Years	Make year of each vehicle shall not be more than 24 months old as on date of commencement of this contract.	All days of the week Including Sunday and Holidays or as per instruction of HURL Officer In Charge / Controlling Officer
2	Scorpio Diesel AC Vehicle with Driver	3	24 hrs	02 Years		
3	Scorpio Diesel AC Vehicle with Driver	3	12 hrs	02 Years		
4	Scorpio Diesel AC Vehicle with Driver	1	24 hrs	09 Months (274 Days)		
5	Scorpio Diesel AC Vehicle with Driver	1	12 hrs	04 Months (121 Days)		
6	Bolero Diesel AC Vehicle with Driver	1	24 hrs	02 Years		
7	Bolero Diesel AC Vehicle with Driver	1	24hrs	09Months (274 Days)		

1.2 Fuel charges shall be paid on monthly basis **at a mileage of 10 KM per Litre for Innova AC Vehicle and 12 KM per Litre for Scorpio AC Vehicle and Bolero AC Vehicle** based on the actual run of vehicle in a particular month, duly certified by HURL officer in charge or Controlling officer. The above vehicle mileage has been considered for running of vehicle along with AC. All vehicles will run with AC or as instructed by HURL officer in charge or user. The contractor has to ensure that AC function of all the vehicles run smoothly and will do required cooling in vehicle. Cost of diesel will be reimbursed by HURL to the agency on actual basis in their monthly RA bill based on diesel rate applicable at the Indian Oil/BPCL/HPCL out let nearest to the HURL Sindri Project Office.

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1.3 Estimated monthly running Kilometer for each vehicle – 3000 KM

Note 1 – The above estimated quantity of monthly running (3000 Km/month/vehicle) for each vehicle is tentative only. Each hired vehicle may or may not run as per given monthly estimate. There shall not be any compensation or change of rates for non-running of vehicles as per estimated monthly running kilo meter.

Note 2- Before exceeding monthly running of 3000 Km of any deployed vehicle at HURL Sindri, the contractor is required to inform HURL Sindri Officer In Charge / Controlling Officer in advance and take their prior approval for continuing the vehicle running beyond 3000 KM in that particular month. There shall not be any change in rates or additional payment for monthly running of the vehicle beyond 3000 KM.

- 1.4** Bidder shall make themselves familiar with the site conditions before quoting for the job. Intending bidders are to examine the complete scope of the tender document and also visit the site, if desired, before submission of their offer. Non-familiarity with the job content & site shall not form any basis for and extra claim, whatsoever in nature. Bidders are also to note that the information given in additional specification of contracts shall supersede the information given anywhere else in the tender document for similar clause.

2.0 SCOPE OF WORK & SUPPLY (CONTRACTOR)

- 2.1 Contractor shall provide Eleven (11) nos. AC vehicle along with driver (One no of Innova AC Vehicle for 24 Hours Duty for 02 Years, Three Nos. Scorpio AC vehicle for 24 Hours Duty for 02 Years, Three Nos. Scorpio AC vehicle for 12 Hours Duty for 02 Years, One No of Bolero AC vehicle for 24 Hours Duty for 02 Years, One no Scorpio AC vehicle for 24 Hours Duty for 09 Months, One no Bolero AC Vehicle for 24 Hours Duty for 09 Months and One no Scorpio AC vehicle for 12 Hours duty for 04 Months) in good condition (make year shall not be more than twenty (24) months old as on date of commencement of this contract) as per the description mentioned in tender along with driver at HURL Sindri Project.
- 2.2 Hiring of Vehicle for 24 Hours: One no of Innova AC vehicle for 02 Years, Three Nos. of Scorpio AC Vehicle for 02 years, One no of Bolero AC vehicle for 02 years, One no of Scorpio AC vehicle for 09 months and One no of Scorpio AC vehicle for 09 months. Reimbursement / payment for diesel will be made based on actual running of the vehicle and as per specified in Clause No.1.2 of Scope of work / SCC.
- 2.3 Hiring of Vehicle for 12 Hours: Three Nos. of Scorpio AC Vehicle for 02 years, One no of Scorpio AC vehicle for 04 months. Reimbursement / payment for diesel will be made based on actual running of the vehicle and as per specified Clause No.1.2 of Scope of work / SCC.

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- 2.4 OVERTIME: In case, the vehicle is deployed beyond 12 hrs. on any particular day, overtime charges shall be admissible to the contractor for the services rendered beyond 12 hour on certification of the EIC. The overtime charges admissible shall be Rs. 100/- for every hour beyond normal 12 hours. However, no overtime charges will admissible on out station duty/ Night Halt.
- 2.5 Out Station Duty/Night Halt: Whenever, the vehicle is deployed on out station duty, an outstation charge/Night Halt charges @ Rs. 150.00 per night spent at outstation location shall be admissible. However, no outstation charges will admissible on Dhanbad stay.
- 2.6 The agency shall provide all vehicles with well behaved driver having knowledge of different routes in Sindri and Dhanbad as well as knowledge of minor repairs of the vehicle without any extra charges. Driver must have mobile phone. HURL Sindri shall not contribute any expenditure concerning drivers. The driver should be in proper uniform and should have valid driving license. The vehicle and driver should not be changed during the period of contract except with the prior permission of HURL Sindri Officer In Charge / Controlling Officer. In case the driver goes on leave/ found in any misconduct or misbehavior, alternate arrangement to be made by the agency in order to ensure continuity of the service.
- 2.7 PERSON DRIVING THE VEHICLE: The contractor must certify the personal details of the person driving the vehicle such as name, address, etc along with a photograph of the person. The photograph must be attested by the contractor. In case the contractor wishes to change the person, he/ she can do so with prior permission of officer In Charge / Controlling Officer and on all such cases, he / she have to certify the credentials of the new person for driving the vehicle deployed with HURL. Such person (s) deployed must have a valid driving license with required driving experience as mentioned in above clause. The person (s) deployed must be provided with a mobile phone by the contractor.
- 2.8 The driver of vehicle shall be got medically examined especially with respect to his eyesight/color blindness at any Govt hospital at no extra cost to HURL. Medical reports of driver shall be submitted to HURL for approval of HURL officer in charge before deployment of drivers to vehicles.
- 2.9 Contractor shall deploy only valid registered vehicle as per Govt. rules along with all required Comprehensive insurance, Pollution control certificate, fitness certificate, required permit, Fast tag etc. Also, drivers must have valid license for driving of running vehicles under this contract.
- 2.10 No amount is payable by the company for obtaining such vehicle Registration/Licenses/Insurance/Road Permit fee for Jharkhand etc. However, Road permit for other states made for travels by HURL will be reimbursed by HURL on production of documentary evidence of the same.

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- 2.11 The contractor shall comply with the “The Motor Transport Worker’s Act 1961” and other relevant statutes made from time to time. The contractor must ensure to meet all safety norms, latest environment and emission norms as per applicable Central Motor Vehicle Act and guidelines issued by Statutory Authorities from time to time are completed at his cost. The total responsibility in this regard will be on the part of the contractor only.
- 2.12 Accident : If any accident occurs then repairing of vehicle and medical treatment of driver shall be under Contractor’s scope and no extra claim will be compensated on account of this.
- If the vehicle deployed by the contractor to HURL meet with accident, while being utilized by the company, no claim on account of damages to the vehicle or of the persons travelling in such vehicle including the employees of the contractor (including Driver/ Cleaner of the vehicle) shall be maintainable on HURL.
 - The contractor shall cover this risk adequately by obtaining Comprehensive Insurance Policies at his / her own cost and HURL shall not bear any expenses on this account.
 - If the vehicle deployed by the contractor to HURL met with an accident due to reasons attributable to the contractor or his employees and cause damage to the persons / property of HURL, the contractor shall be liable to make good such losses in the manner as prescribed by HURL.
- 2.13 NON- DEPLOYMENT: In case, the contractor fails to deploy the vehicle or deployed vehicle is withdrawn by the contractor for any reason on any particular day, a penal recovery @ twice the daily rate of hiring of vehicle shall be recovered from the contractor RA bill.
- 2.14 All Toll charges, parking, entry fees to other states and any other statutory levies imposed on the vehicle while on HURL duty, shall be initially paid by the contractor and shall be reimbursed to the contractor by HURL on production of the original receipts, along with the bill of the month. The Contractor shall at all time provide sufficient cash to the person driving the vehicle for all such expenses.
- 2.15 In case of any breakdown of deployed vehicle, the contractor shall have to arrange an alternative vehicle within two (02) hours of intimation / breakdown of deployed vehicle. If the contractor fails to deploy alternate vehicle within two (02) hours of intimation / breakdown of deployed vehicle then a penalty will be imposed on contractor @ Rs. Five hundred per hour (Rs. 500/ hr) (beyond 2 hrs. time limit) and the same shall be deducted from RA bill of contractor.
- 2.16 If the driver of the vehicle is found to be in drunken condition while on duty, the vehicle will be removed from duty immediately and marked absent till such time another suitable driver is deployed. Necessary recoveries for the period of absence shall also

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be made as described at clause 2.13 and 2.15.

- 2.17 DEDUCTION FOR OTHER REASONS: Any of the lapses of the contractor or his employees at any stage during the contract and HURL be made liable to incur such expenditure on this account, then HURL shall deduct such amounts together with overhead charges calculated at 20% from any payment bill of the contractor including recovery from the security deposit.
- 2.18 The maintenance of the vehicle including change of lube oil, gear oil, break oil etc. shall be the responsibility of contractor and HURL will not reimburse any charges towards the same. No expenses shall be borne by HURL in any circumstances like normal maintenance breakdown, accident etc. All minor repairs will be carried out at site by the party. The vehicle shall not be allowed to ply with defects like self-starting problem, non-working of speedometer, head light horn, missing stepny etc. which should be immediately attended.
- 2.19 The service provider has to necessarily depute only vehicles registered in its name or leased by / hypothecated by them.
- 2.20 No subletting of this contract shall be allowed. The contractor shall not sub-let any portion of the contract without the prior written approval of the accepting authority.
- 2.21 Before sending any vehicle on HURL's assignment, the contractor has to ensure that the vehicle is in good condition, well equipped with spare wheel in good condition, adequate tools in serviceable condition etc to meet any eventual breakdown en-route requiring minor repairs developed during journey. The vehicle should be filled with fuel, before reporting for duty, at no time the driver will be asking for finance for any reason what so ever.
- 2.22 The vehicle shall carry fire extinguisher, first-aid box, tool box any other tool or accessories required in case of emergency and stepony in good condition. Safety reflectors are required to be put in the vehicles.
- 2.23 All the deployed vehicles shall have Fast tag and its timely recharge will be responsibility of Contractor. HURL will reimburse monthly expenditure made by contractor to pay toll charges via fast tag on submission of valid proof and authentication of HURL officer in charge. Any penalty due to non valid or low balance fast tag or any other reason will not be reimbursed by HURL.
- 2.24 The contractor must maintain the vehicles in good running condition. The Vehicle should be provided with good quality seat covers, towel and shall have decent upholstery. The vehicle must be maintained neat and clean.
- 2.25 The contractor shall keep the vehicle in perfect running condition to the satisfaction of HURL officer in charge and shall it repaired and maintained regularly at his own cost. The contractor should submit the maintenance schedule recommended by the vehicle manufacturer in advance and regular maintenance should be carried out at manufacturer's authorized service centre as per schedule recommended by the vehicle manufacturer. For such maintenance of vehicle, the contractor can take one day off for that vehicle and will depute an acceptable alternate vehicle by HURL officer in charge. The documentary proof of maintenance and copy of fitness certificate of the vehicle shall be submitted by the contractor to HURL officer in charge regularly.
- 2.26 All the vehicles shall be available for complete calendar month during normal

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working hours. Normal working hours for the vehicles with 24 hours duty shall be generally from 8.00 AM to 8.00 AM (24 Hours duty) on all days and for the vehicle with 12 hours duty shall be from 8.00 AM to 8.00 PM. This is subject to change by Controlling Officer / Officer-in-Charge, if necessary, without any consultation with the contractor. Time for lunch/tea, dinner shall be given to drivers as per the convenience of controlling officers. HURL shall not pay any charges for lunch, tea, dinner etc i.e. the driver should make own arrangements for the same. In case accident/ force majeure condition, the fixed charges for the period during which vehicles not provided, shall not be payable. In case of accident, the contractor has to submit the FIR copy with photograph as evidence of accident. However, in case of accident, the party must provide another vehicle as per the contract rate, terms and conditions within one week, otherwise the vehicle may be hired from other party at the risk and cost of the party for the non-deployment period.

- 2.27 Contractor shall get the speedometer periodically checked from the Officer-in-Charge. In case the speedometer is found defective, the bills will be adjusted accordingly for such defect, for the period between immediate last and present checking in which the defect was noticed.
- 2.28 The contractor should ensure that the drivers of the Vehicles deployed for HURL duty have sufficient money to meet the requirement of toll tax, parking fees, entry fees and other taxes, cost of fuel and minor repairs like puncture repair, changing fuses, bulbs etc. Drivers must be instructed NOT to ask for any money from the users under any circumstances.
- 2.29 Area of Operation: Normally in and around project area of HURL Sindri i.e. Sindri, Dhanbad, Ranchi etc. However, the vehicle may be sent to any other nearby places or may also be required to deployment of vehicle out of Project site at the discretion of HURL officer-in-charge or controlling officer. Occasionally travels beyond these places may also be required in anywhere in India.
- 2.30 The contractor should provide AC vehicles only. AC function of all the vehicles shall be always in good condition and shall do required colling in the vehicle. The contractor has to ensure regular maintenance of same at their own cost.
- 2.31 In case all these Vehicles are owned by the Contractor necessary ownership documents are to be submitted to the EIC/OIC on placement of work order before starting of the Job. If registration of the vehicle is not in the name of contractor then the contractor shall produce rent/hiring agreement paper with the respective vehicle owner clearly mentioning authorization of uses of such vehicle on rent/hiring basis by the contractor. In such case of tie up, an agreement between contractor and vendor should be on non-judicial stamp paper of Rs. 100/- valid for at least 12 months w.e.f the date of issue of LOA shall be produced by the contractor to the EIC/OIC before starting of the job..
- 2.32 The Contractor shall have to provide commercial vehicle only.
- 2.33 Before deployment of vehicles to HURL, the contractor shall submit all the documents of vehicle and driver like vehicle registration paper, insurance, pollution certificate, driving license and other documents as described in tender document for verification from HURL officer in charge. After getting clearance on documents part, the contractor has to bring vehicle at HURL Sindri project office for inspection by HURL officer in charge. HURL will inspect the vehicle in all respect and provide clearance on

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deployment of vehicles to HURL Sindri office.

- 2.34 Deployed vehicles shall be used for movement of HURL officials along with their accompanied persons or at the places like nearby police station, offices of concern administration officials for security and administrative work of HURL as per instruction of HURL officer in charge. The vehicles can be used sometimes for carrying light weight materials / items which can come to the vehicle easily and within its weight carrying capacity of vehicle.
- 2.35 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.
- 2.36 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.

4.0 LOG BOOK

- 4.1. The contractor shall be required to maintain records of journey by maintaining a logbook. All the records therein shall be properly maintained and got signed from the concerned officers. Generally, there should be no cutting/overwriting in the logbook, however in case of mistakes, the same shall be counter signed by the user concerned.
- 4.2. The logbook is a vital document and it should be maintained and kept in safe custody. At the end of every month logbook shall be returned to the Officer-in-Charge and shall remain the property of HURL Sindri.
- 4.3. The contractor shall be required to maintain all such records, registers etc. as desired by the HURL management from time to time, which shall be shown to Officer-in-Charge/Controlling officer or his authorized representative on demand.
- 4.4. The contractor shall fill up the opening meter of the vehicle on duty slip both in words and figures duly signed by the Contractor's authorized representative. The driver shall inform and show the meter reading when user boards the vehicle and also the final meter reading when the passenger leaves the vehicle and get it signed by the user at the time of release of vehicle.
- 4.5. It should be ensured that there is no overwriting in the duty slips. Any overwriting / cutting must be counter signed by the user concerned. In no case duty slip without signature will be accepted for payment unless specifically intimated in advance.
- 4.6. Tampering of meter reading, vehicle usage timings, overwriting of log sheet and misbehavior of driver shall be viewed seriously, leading to even cancellation of contract.
- 4.7. HURL Sindri reserves the right to get the meter calibrated or checked at any time at its sole discretion and in the event of any error/ fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action which may even lead to termination of Contract.

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Schedule of Rates (SOR)

As mentioned in clause 1.1, Scope of work, page no.- 24 of tender document, requirement of vehicles at HURL Sindri project are listed below as per type of vehicle and Duty hours.

S.N.	Type of Vehicle	No of Vehicles	Duty Hours	Cumulative Quantity	Remarks
1	Innova Diesel AC Vehicle with Driver	1	24 hrs	730 Days	Quantity is Calculated based on requirement as mentioned in S.N.1 in clause 1.1 of Scope of work
2	Scorpio Diesel AC Vehicle with Driver	4	24 hrs	2464 Days	Quantity is Calculated based on requirement as mentioned in S.N.2 and 4 in clause 1.1 of Scope of work
3	Scorpio Diesel AC Vehicle with Driver	4	12 hrs	2311 Days	Quantity is Calculated based on requirement as mentioned in S.N.3 and 5 in clause 1.1 of Scope of work
4	Bolero Diesel AC Vehicle with Driver	2	24 hrs	1004 Days	Quantity is Calculated based on requirement as mentioned in S.N.6 and 7 in clause 1.1 of Scope of work

- ❖ Bidders are required to quote vehicle hiring rate in Rs./Day for each type of vehicle with given duty hour in the price bid. The aggregate of quoted amount for all items of BOQ will be worked out as total derived price, shall be considered for evaluation and award.
- ❖ 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.

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Format of Price Bid (BOQ)/ Financial Bid

Select, Excess (+), Less (-)

Tender Inviting Authority: **BUH, HURL Sindri Project**Name of Work: **Hiring Of Vehicle at HURL, Sindri Project**Contract No: **< Enter the Contract No >**

Name of the Bidder/ Bidding Firm /								
PRICE SCHEDULE								
(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)								
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.)								
NUMBER	TEXT #	TEXT #	NUMBE	TEXT #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Estimated Rate in Rs. P	BASIC RATE In Figures To be entered by the Bidder in	TOTAL AMOUNT Without Taxes <small>col (13) = (4)</small>	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	13	15
1	Hiring Of Vehicle at HURL, Sindri Project							
1.01	Hiring Of One (01) No of AC Vehicle with driver (Innova Diesel) make on round the clock basis for at HURL Sindri Project UOM - 01 day means rate of hiring of 01 vehicle for 24 hrs/day	Category1	730.00	Days	2500.00		0.00	INR Zero Only
1.02	Hiring Of Four (04) Nos of AC Vehicle with driver (Scorpio Diesel) make on round the clock basis at HURL Sindri Project UOM - 01 day means rate of hiring of 01 vehicle for 24 hrs/day	Category2	2464.00	Days	1500.00		0.00	INR Zero Only
1.03	Hiring Of Four (04) Nos of AC Vehicle with driver (Scorpio Diesel) make for 12 hours/day for at HURL Sindri Project UOM - 01 day means rate of hiring of 01 vehicle for 12 hrs/day	Category3	2311.00	Days	1100.00		0.00	INR Zero Only
1.04	Hiring Of Two (02) No of AC Vehicle with driver (Bolero Diesel) make on round the clock basis at HURL Sindri Project UOM - 01 day means rate of hiring of 01 vehicle for 24 hrs/day	Category4	1004.00	Days	1400.00		0.00	INR Zero Only
Total in Figures							0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only						

Note :

- 1) The bidders are required to quote hiring rate for each item of BOQ in Rs./Day.
Quoted rate shall be inclusive all the taxes, duties/ levies etc. except GST for all items of SOR. GST charges shall be paid extra at actual by the owner as applicable.
- 2) The subject work is indivisible / non-splitable and complete work shall be awarded to successful overall lowest bidder. The financial comparison for selection of Lowest (L-1) Bidder / Contractor shall be done based on the total derived price of all the items mentioned in BOQ/SOR after arithmetical correction of errors (if any). The aggregate of quoted amount for all items of BOQ will be worked out as total derived price, shall be considered for evaluation and award.

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Annexure-1

**TECHNO-COMMERCIAL PROPOSAL BID FORM
(To be Submitted on the Letter Head of Bidder)**

Bidder's Techno-Commercial Proposal Ref. No.:

Bidder's Name & Address :

Date:

Person to be contacted :

Designation :

Tel. No(s) :

Mobile No. :

Fax No(s) :

E-mail address:

To

Tender Committee,

HURL Sindri Project,

Old FCIL Office Complex,

Sindri, Dhanbad , PIN - 828122

Dear Sirs,

- 1.0 Having examined the Bidding Documents bearing No. HURL/Sindri/C&M/21-22/1010 Dated 06-11-2021 , including its subsequent amendments and clarifications, if any, issued by Owner, the receipt of which is hereby acknowledged, we the undersigned, offer to complete the work under the above-named Package in full conformity with the said Bidding Documents and hereby furnish our Techno-Commercial Proposal.
- 2.0 We have understood the instructions and the terms & conditions mentioned in the Bidding Documents furnished by you and have thoroughly examined the specifications laid down by you in the Bidding Documents and are fully aware of the nature of consultancy services required.

Attachments to the Bid form (Techno-Commercial Bid):

In line with the requirement of the Bidding Documents we enclose herewith the following Attachments to the Bid Form (Techno-commercial) Bid:

- a) Power of Attorney as per requirement mentioned in NIT.
- b) Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD) / MSE Certificate for exemption.

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- c) Similar work experience Documents as required in accordance with Clause 5.1 of Qualifying Requirements / Pre-Qualification Criteria (PQC) of tender document
- d) Copy of Valid commercial vehicle RC and valid Insurance as required in accordance with Clause 5.2 of Qualifying Requirements / Pre-Qualification Criteria (PQC) of tender document.
- e) Audited Annual Statements (Balance Sheet and Profit & Loss account statements) in accordance with Clause 5.3
- f) of Qualifying Requirements / Pre-Qualification Criteria (PQC) of tender document.
- g) Signed, Stamped and Scanned copy of Company Registration certificate, GSTIN Registration, PAN Card, EPF Registration and other documents in accordance with Clause 5.4 of Qualifying Requirements / Pre-Qualification Criteria (PQC) of tender document
- h) Signed, Stamped and Scanned copy of last three financial year ITR
- i) Signed and stamped copy of each page of tender documents as a token of acceptance indicating read, understood and accepted the Terms & Conditions mentioned in tender documents.
- j) Signed, Stamped and Scanned copy of affidavit on company letter head as specified in Annexure A of tender document.
- k) Signed, Stamped and Scanned copy of Tender Acceptance Letter as per Annexure-B & Letter of authorization to submit bid.
- l) Signed, Stamped and Scanned copy of No deviation Certificate as per Annexure-C.
- m) Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director, in the format as enclosed as Annexure- D of Tender Document.
- n) Signed, Stamped & Scanned copy of format For Electronics Payment as per Annexure-E
- o) Any other document asked for in the Bidding Documents.

3.0 COMPLIANCE TO THE PROVISIONS OF THE BIDDING DOCUMENTS

- 3.1 We have read all the provisions of the Bidding Documents and confirm that notwithstanding anything stated elsewhere in our bid to the contrary, the provisions of the Bidding Documents, are acceptable to us and we further confirm that we have not taken any deviation to the provisions of the Bidding Documents anywhere in our bid.

We have furnished our compliance to the provisions of the Bidding Documents and its subsequent Amendment(s)/Clarification(s)/Addenda/Errata by furnishing "NO DEVIATION CERTIFICATE".

`Sign & Stamp of Bidder

We hereby confirm that any deviation, variation or additional condition etc. or any mention, contrary to the provisions of Bidding Documents and its subsequent Amendment(s)/Clarification(s)/ Addenda/Errata (if any) found anywhere in our bid proposal, implicit or explicit shall stand unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing which our bid security shall be forfeited.

- 3.2 We further declare that additional conditions, variations, deviations, if any, found in the bid, shall not be given effect to.
- 1.0 We undertake, if our bid is accepted, to commence the work immediately upon your Notification of Award to us.
- 5.0 We agree to abide by this bid for a period 120 days from the date of opening of Techno-Commercial bids as stipulated in the Bidding Documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
- 6.0 Until a formal Contract Agreement is prepared and executed between us, the bids, together with your written acceptance thereof in the form of your Notification of Award shall constitute a binding contract between us.
- 7.0 We understand that you are not bound to accept our bid or any other bid you may receive.
- 8.0 We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.
- 9.0 We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
- 10.0 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)

Date

Name & Designation.....

Place

Name of the Company.....

(Seal of Company)

`Sign & Stamp of Bidder

Annexure-2

TO, HURL Sindri Project, Dhanbad, Jharkhand.						Date:	
Tender No:							
Work of the subject tender							
Bidder's Name							
In order to meet the Qualifying Requirement of above tender No., we submit as under:							
Summary of Details & Documents in Support of PQC							
PQC 5.2 : Details of Commercial Vehicle Ownership in the name of Proprietor/Firm							
S.N.	Type of Vehicle	Vehicle Name with Regn no				Quantity	
1							
2							
3							
4							
PQC 5.3	Details of Annual Turn Over for the preceding three years.	Financial Year			Turnover (Rs.)		
		Average Annual Turnover for the preceding three (3) financial years					
S.N	Description of Work (PQC 5.1)	Work Order No. & Date	Work Order Value (Rs.)	Completion Certi. No.	Completion Certi. Date	Actual Date of Completion	Actual Executed Value (Rs.)

Note:

1. Bidder must submit all requisite documents mentioned above in support of their meeting the PQC requirement.

Yours Faithfully,

(Signature of the Bidder with Official Seal)

`Sign & Stamp of Bidder

Annexure-A

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 Hiring of 11 nos vehicles at HURL Sindri project against Tender Notice Number _____ dated_____.
2. That I/ we/ our partners/ directors do not have any relative working in Hindustan Urvarak & Rasayan Limited.
3. That I/we hereby declare that M/s_____is neither put on Holiday nor Black-listed by any Government/ PSU/ Private firm or Financial Institution.
4. That all information furnished by me/ us in respect of fulfilment of eligibility criteria and information given in this tender is complete, correct and true.
5. That all documents / credentials submitting along with this tender are genuine, authentic, true and valid.
6. That the price bid is unconditional.
7. That I/ we shall comply with all the statutory provisions as laid down under various Labour Laws/ Acts/ Rules like minimum wages, Provident Fund, ESI, Bonus, Gratuity, Contract Labour Act and other Labour Laws/ Acts/ Rules in force from time to time at my/ our own cost.
8. I/We indemnify hereby HURL against all repercussions arising out of non- compliance of the foregoing in any case.
9. That if any information or document submitted is found to be false/ incorrect, the Department may cancel my/ our tender and action as deemed fit may be taken against me/ us including termination of the contract, forfeiture of all dues including earnest money and blacklisting of me/ our firm and all partners of the firm etc.

Deponent

Verification

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

Deponent

`Sign & Stamp of Bidder

Annexure-B

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

Date:

To,
Tender Committee, Sindri Project, HURL

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

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

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

Annexure-C**NO DEVIATION CERTIFICATE**

Bidder's Name & Address :	To, BUH, HURL Sindri Project, Old FCIL Office Complex, Sindri Project, HURL Sindri, Dhanbad, Jharkhand, 828122
---------------------------	--

1. With reference to our Bid (Reference No. dated) for Hiring of 11 nos vehicles at HURL Sindri project, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendments(s) / Clarification(s) / Addenda / Errata (if any) issued by the Owner prior to opening of Techno – Commercial Bids and the same has been taken into consideration while making our Techno – Commercial Bid & Price Bid and we declare that we have not taken any deviation / exceptions in this regards.
2. We further confirm that any deviation variation or additional conditions etc or any mention, contrary to the Bidding Documents and its Amendments(s) / Clarification(s) / Addenda / Errata (if any) as mentioned at 1.0 above found anywhere in our Techno – Commercial Bid and / or price Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing which the Bid Security shall be forfeited.

For and on behalf of :

Stamp & Signature :

Name :

Designation :

Date :

`Sign & Stamp of Bidder

Annexure-D

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

Ref. :

Date:

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

Sub:

Bidding Doc. No.

Dear Sir,

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

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

Yours faithfully,

(Signature)

Date

Name & Designation.....

Place

Name of the Company.....

(Seal of Company)

`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