

## **TWO-BID Open e –TENDER**

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

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

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

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

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

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

**Officer – Purchase  
For Manager (C&M)**

### **INSTRUCTIONS TO BIDDERS (ITB)**

1. Online bids are invited on two bid system for “**Supply of 40 No Window Type Air Conditioner for HURL, Gorakhpur**” vide Tender No. H/G/C&M/P-59 dated **02.08.2021**. Manual bids shall not be accepted.
2. Tender documents may be downloaded from HURL web site [www.hurl.net.in](http://www.hurl.net.in) (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE as in Point no. 4 of NIT.
3. Type of Tender: Open Tender – Single Stage Two bid
4. **Critical Date Sheet:**

|   |                       |
|---|-----------------------|
| Published Date                          | 02.08.2021 (06.00 PM) |
| Bid Document Download / Sale Start Date | 03.08.2021 (11.00 AM) |
| Bid Submission Start Date               | 05.08.2021 (11.00 AM) |
| Bid Document Download / Sale End Date   | 19.08.2021 (03.00 PM) |
| Bid Submission End Date                 | 19.08.2021 (03.00 PM) |
| Bid Opening Date                        | 20.08.2021 (03.00 PM) |

5. **Technical Specification:**

| Sr. No. | Item                           | Revised Technical Specification  |
|---------|--------------------------------|--|
| 1       | Air Conditioners (Window type) | <b>Air Conditioners (Window type)</b>  |
|         |                                | <b>Make:</b> Hitachi / Carrier / Bluestar / Voltas / Samsung / IFB, LG. Only   |
|         |                                | <b>Rating:</b> 1.5 Tonnes, 240V AC 50 Hz supply  |
|         |                                | <b>Specification:</b> Window type, minimum 1.5 Tonnes capacity, copper condenser coil, Remote control, 3-star or better BEE rating having minimum ISEER 2.92, Temperature control through remote, minimum 1-year warranty on whole product and five-year warranty on compressor. |

**5.1 Bidders shall submit following documents in technical bids for technical bid evaluation:**

| Eligibility Criteria  | Supporting Documents Required  |
|-----------------------|--|
| 1.0 Bidder Credential | The bidder shall have valid company registration, PAN Card issued by Income Tax department, registration with EPF Organizations and valid GSTIN registration. As a documentary proof of same, the bidders shall submit signed, stamped and scanned copy of certificates like registration certificate, registration with EPF organization, GSTIN Registration certificate, PAN card Issued by Income Tax Department & form 26AS  |
| 2.0 TURNOVER          | Average annual financial turnover of the bidder during the last 3 years ending 31st march of previous financial year should be at least Rs. 2,67,000.00 for FY 2017-18, 2018-19 & 2019-20  |
| 3.0 Past Performance  | <p>The Bidder must have executed Similar Works * during last seven (07) years ending last day of the month previous to the one on which NIT is invited, with minimum work order (s) as per below:</p> <p><b>Three similar completed works each costing not less than Rs. 3,50,000.00 with performance / completion certificate) i.e.</b></p> <p style="text-align: center;">OR</p> <p><b>Two similar completed works each costing not less than Rs. 4,45,000.00 with performance / completion certificate)</b></p> <p style="text-align: center;">OR</p> <p><b>One similar completed works each costing not less than Rs. 7,12,000.00 with performance /completion certificate)</b></p> <ul style="list-style-type: none"> <li>• <b>Similar Works: Supply of AC</b></li> </ul> <p>As a documentary proof for above, the bidder shall submit attested photo copies of the purchase / work order in support of the above with full technical scope of work and commercial detail including “work order value along with completion Certificate from the concern organization regarding the satisfactory performance indicating the Contract period, executed value and date of completion.</p> |

|                          |  |
|--------------------------|--|
|                          | (Relevant experience is to be taken for one year period. If the contract period of the completed work order is more than one year then the contract should be interpolated for one year. |
| 4.0 Technical competence | <p>Party will supply only latest manufactured items.</p> <p>The bidder shall comply all the technical requirement for electrical items</p>   |

## 6.0 Evaluation of Bids:

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

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

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

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

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

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

**6.9** In case of Abnormally Low Bid the Bidder may be asked for written clarifications, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid documents. If, after evaluating the price analysis, the Owner determines that the

bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the bid/ proposal.

**7 Bid Submission:**

Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderer/Contractor is advised to follow the instructions provided for online submission of bids. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

8. Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
9. Tenderer who has downloaded the tender from the HURL website [www.hurl.net.in](http://www.hurl.net.in) and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with HURL.
10. Amendments of Bidding Documents: Owner may, for any reason whether at his own initiative or in response to the clarification requested by the prospective bidder(s) issue amendment in the form of corrigendum / addendum/ amendment during the bidding period and subsequent to receiving the bids. Any corrigendum / addendum/ amendment thus issued shall become part of bidding document and bidder shall submit duly signed and stamped copy of addendum along with bids. For addendum issued during the bidding period, bidder shall consider the impact in their bid. For addendum issued subsequent to receiving the bids, bidder shall follow the instructions issued along with addendum with regard to submission of impact on quoted price / revised price, if any.  
Intending tenderers are advised to visit again HURL web site [www.hurl.net.in](http://www.hurl.net.in) and CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.
11. EMD Payment: Earnest Money Deposit is to be deposited **electronically by ECS/ RTGS/NEFT/BANKERS CHEQUE** in the account of "**Hindustan Urvarak and Rasayan Limited, payable at Delhi**" at the below mentioned details. Bidders are required to submit the details of EMD payment at the time of Bid Preparation.

**BANK Details for EMD Payment through ECS/NEFT/RTGS:**  
**Bank Name – State Bank of India**  
**IFS CODE: SBIN0004803, Account No: 036245010741.**

Hard Copy of EMD shall be submitted in **Hindustan Urvarak and Rasayan Limited, Gorakhpur, C&M Department.**

12. EMD value: **Rs. 18,000.00** (Rupees Eighteen Thousand only).

13. Price Bid Validity date 90 days from bid opening date.

14. All NSIC / SSI / MSME registered vendors are exempted from submission of tender fee & EMD. **NSIC/SSI/MSME certificate must be submitted online to avail the exemption from furnishing the EMD.**

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

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

#### 17. **LOCAL CONDITIONS**

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

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

#### 19. **Guideline for submission of bid :**

##### 19.1 **Technical Bid:**

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

- Signed, Stamped and Scanned copy of payment proof for Earnest Money Deposit (EMD).
- Signed, Stamped and Scanned copy of Work Orders along with Performance / Completion Certificate from End User/OWNER performed in last 7 years with full technical details including detailed Scope of the Work, Contract value and Completion Period as mentioned in Tender document, Documents mentioned in clause 5.1 of Technical Qualification. The Completion / Acceptance Certificate shall clearly indicate the LOI / Work Order no., Name of Work, Contract Value, Scope of Work, Contract period and actual Date of Completion.
- Signed, Stamped and Scanned copy of Certificates like Registration certificate, **registration with EPF Organization**, GSTIN Registration certificates, PAN card issued by Income Tax Department, Latest Income Tax Clearance Certificate / ITR / last

three financial year audited balance sheet certified by CA with membership number etc. as mentioned in Tender document, Instruction to Bidder.

- Signed, Stamped and Scanned copy of Tender Documents - Instruction to bidder, General Condition of contract, Scope of work and Special condition of contract, Schedule of Rates as mentioned in Tender document.
- Signed, Stamped and Scanned copy of affidavit on company letter head, as specified in **Annexure A** of tender document.
- Signed, Stamped and Scanned copy of Tender Acceptance Letter as per **Annexure-B** & Letter of authorization to submit bid.
- Signed, Stamped and Scanned copy of No deviation Certificate as per **Annexure-C**.
- Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director, in the format as enclosed as **Annexure- D** of Tender Document.
- Signed, Stamped & Scanned copy of format For Electronics Payment as per **Annexure-E**
- MSMEs seeking exemption and benefits should enclose an attested/self-certified and stamped copy of valid registration certificate, giving details such as validity, stores/services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
- Bids shall be digitally signed and uploaded by someone legally authorized and competent on behalf of his firm / company i.e. Bidder and relevant documents w.r.t. the same to be uploaded. The Power Of Attorney of such person needs to be furnished along with bid.

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

## **19.2 Price Bid:**

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

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

19.2.2 The tenderer shall quote their rate only in price bid.

19.2.3 Bidder shall quote their price bid in “BOQ” only.

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

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

| S.No | Item  | Yes /No | Bid Ref. |
|------|---|---------|----------|
| I    | Signed, Stamped and Scanned copy of Earnest Money Deposit(EMD) Enclosed or EMD exemption Certificate Enclosed.  |         |          |
| II   | Signed, Stamped and Scanned copy of Certificates like Registration certificate, GST Registration certificates, PAN card issued by Income Tax Department, Latest Income Tax Clearance Certificate / ITR/ last three financial year audited balance sheet certified by CA. with membership number etc |         |          |
| III  | Signed, Stamped and Scanned copy of Work Orders along with Performance / Completion Certificate from End User/OWNER performed in last 07 years with full technical details including detailed Scope of the Work, Contract value and Completion Period   |         |          |
| IV   | Signed, Stamped and Scanned copy of affidavit on company letter head, as specified in Annexure A of tender document.  |         |          |
| V    | Signed, Stamped and Scanned copy of Tender Acceptance Letter as per Annexure-B & Letter of authorization to submit bid  |         |          |
| VI   | Signed, Stamped and Scanned copy of No deviation Certificate as per Annexure-C  |         |          |
| VII  | Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director, in the format as enclosed as Annexure- D of Tender Document  |         |          |
| VIII | Signed, Stamped and Scanned copy of Tender Documents- Instruction to bidder, Instruction for online bid submission, General Condition of contract, Scope of work and Special condition of contract, Schedule of Rates (SOR).  |         |          |
| IX   | Signed, Stamped & Scanned copy of format For Electronics Payment as per Annexure-E  |         |          |
| X    | MSEs seeking exemption and benefits should enclose Signed, Stamped and Scanned copy of valid registration certificate, giving details such as validity, stores/services etc.  |         |          |
| XI   | Bids shall be digitally signed and uploaded by someone legally authorized and competent on behalf of his firm / company i.e Bidder and relevant documents w.r.t. the same to be uploaded. The Power Of Attorney of such person needs to be furnished along with bid.                                |         |          |

Note: Failure to Upload Authentic and Corrects Documents as mentioned at S.No I, II, III, IV,V,VI, VII, VIII, IX and XI of clause 19.3 (Checklist) above would lead to Rejection of Techno- Commercial Bid. Price Bids shall be opened only of those bidders who are qualified and whose techno-commercial bids are acceptable.



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

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

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

#### **1.0 REGISTRATION**

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

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

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

### **3.0 PREPARATION OF BIDS**

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

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

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

changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

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

## **5.0 ASSISTANCE TO BIDDERS**

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

**0120-4001 062**

**0120-4001 002**

**0120-4001 005**

**0120-6277 787**

**E-mail  
support:**

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

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

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

Or

Mr. Vijay Kunwar Kant, Manager (C&M); Ph: 9999798169

Ms. Bhaswati Hazarika, Officer (C&M); Ph: 8826822340

Mr. Prashant Samanway Officer (C&M); Ph:9430676867

HURL- Gorakhpur Project,

Phone No. – 0551-2261153

Email id : [kantvk@hurl.net.in](mailto:kantvk@hurl.net.in) / [bhaswati@hurl.net.in](mailto:bhaswati@hurl.net.in) / [prasantsamanway@hurl.net.in](mailto:prasantsamanway@hurl.net.in)

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

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

The Scope of Contract shall be as per technical specification as mentioned in NIT and scope of work.

### **2. Firm Price**

Price to be quoted shall be firm and subject to no escalation whatsoever during the contractual completion period including extended period, if any, except for any statutory variations i.e. change in the rate of minimum wages, change in the rate of tax & duty and/or inclusion of any new tax & duty. Bid with variable price will not be accepted.

### **3. Price Basis**

Supply at following location:

HURL Admin Building, Fertilizer Factory HURL, Gorakhpur (Uttar Pradesh)

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

4.1 The Bidder shall include all the taxes, duties / levies etc. (except GST) in their quoted rates/ prices. GST charges shall be paid extra at actual by the owner limited to the GST charges indicated by the bidder in the summary of work.

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

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

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

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

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

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

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

| Sl.No. | Particulars              | Time Schedule/ Contract Period                |
|--------|--------------------------|---|
| 1.     | Completion of Total Work | 30 days from date of acceptance of Work Order |

## **7. Payment Terms**

- The payment shall be made for the actual job executed by the Agency after due verification and certification by the concerned Engineer-in-charge of the HURL, Gorakhpur Project.
- All payments shall be made in Indian currency by means of Electronic Clearance Service (ECS) or Cheque only.
- The Tax deduction at Source (T.D.S) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by HURL.
- 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 as follows:

100% within 30 Days upon receipt of Material at Store, HURL, Gorakhpur at good Condition only.

### **8.0 EARNEST MONEY DEPOSIT (EMD)**

**8.1** Bidders shall have to deposit earnest money of **Rs. 18,000/-** (Rupees Eighteen Thousand Only) in the account of HURL as detailed in clause 11, Instruction to bidders of tender document. Tenders received without earnest money shall not be entertained and shall be summarily rejected.

**8.2** The earnest money shall be forfeited if the Bidder withdraws/ amends, impairs and derogates from the tender.

**8.3** EMD shall be refunded to all the unsuccessful Bidder within thirty days of acceptance of work order by the successful Bidders and no interest shall be payable thereon. EMD of the bidders whose price are not considered to be opened, shall be released/refunded at the earliest but not later than thirty days beyond the award of the subject work.

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

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

**8.5** Exemption from submission of EMD :

Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small

and Medium Enterprises as per MSMED Act 2006, for goods produced and services rendered, shall be exempted from paying Earnest Money Deposit.

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

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

**9.0 SECURITY DEPOSIT:**

- ~~• EMD of successful bidder will be converted to Security Deposit after award of contract. Successful Bidders who are exempted from submission of EMD on account of MSME/NSIC/SSI, shall have to deposit security deposit of Rs. 18,000.00 (Rupees Eighteen Thousand Only) before award of contract/Work Order.~~
- ~~• Further, The security deposit at the rate of 03.00 % shall be recovered from the subsequent monthly bills. The security deposit shall be kept as performance guarantee and shall not bear any interest. It will be refunded to the Agency after 06 Months from the satisfactory completion of contract period however, the contractor will have to apply in writing, along with original cash receipt for refund of security deposit~~
- ~~• The HURL reserves the right to forfeit the security deposit if the Agency fails or neglects to take up the job, abide by to fulfil the terms and conditions of the contract and/or to execute the work satisfactorily~~

**9.0 Quantity variation**

DELETED

**11.0 Insurance**

11.1 Insurance of the Equipment shall be to vendor's account.

**12.0 Termination**

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

**13.0 Force Majeure**

The act of God, epidemic, wars, revolution, and official strike shall be treated as force majeure condition. In event of occurrence of such condition neither party shall be responsible for delay in performance provided that it is notified within 07 days of its occurrence. The Contractor shall provide justification by documentation countersigned by the local chamber of commerce.

**14.0 AMENDMENT/ SUSPENSION/ TERMINATION OF THE CONTRACT:**

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



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

#### **15.0 SETTLEMENT OF DISPUTE:**

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

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

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

#### **16.0 JURISDICTION OF COURT:**

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

#### **17.0 INTERPRETATION OF CONTRACT**

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

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

Sign of Contractor

XXXXXXXXXXXXXX

### **Scope of work / Special condition of contract**

Scope of Work shall be in general but not limited to the following:

**Name of work:** Supply of 40 No Window Type AC at HURL, Gorakhpur

**Scope of work:**

1. The scope of the work shall cover supply of Window AC.
2. Agency must ensure supply of material as per specification within 30 days from the date of order preferably at location HURL Administrative building office Gorakhpur.
3. Agency shall provide, Manufacturer warranty / Guarantee certificates of each items from the date of receipt of equipment at HURL Gorakhpur site in Good condition.
4. Bidder shall submit authorized dealership of items / brand for quoted items.

**Inspection Clause:**

- Payment shall be released only after receipt of material at Gorakhpur site in good condition only.

**Work Period:** Supply within 30 days from the date of acceptance of work order.

**Terms and Condition:**

- 1) The work shall be executed as per the BOQ items & specifications.
- 2) In Charge, Chief Manager, Electrical Department, HURL Gorakhpur project will Engineer-In-Charge (EIC) for this contract.
- 3) In case any item is required to be executed for completion of the job which is not include in BOQ, same shall be executed as per the approval of EIC.
- 4) All the supply materials covered under the Bill of Quantities shall be supplied at store, HURL, Gorakhpur
- 5) All the machine/equipment supplied under the scope of BOQ shall be of minimum 1 year warranty covered, provided that the contractor also has to ensure free maintenance of the same during the contract period.
- 6) Submission of Invoice: All invoices to be raised in the name of Hindustan Urvarak & Rasayan Limited and will be submitted to Engineer In Charge (EIC) / Chief Manager (Electrical), HURL Gorakhpur, Uttar Pradesh.

## BOQ / SCHEDULE OF RATES (SOR)

**Note for SOR:** Price to be quoted strictly in the BoQ provided in the Financial Bid Cover.

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

### BOQ: Supply of 40 No. Window Type AC at HURL, Gorakhpur

1 [Compatibility Mode] - Excel

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

Clipboard Font Alignment Number Styles Cells Editing

BE17

Traders Inviting Authority: Sr Vice President

Name of Work: Procurement of 80 Nos. of Window AC - 1.5 Ton through Spot bidding at HURL Gorakhpur

Contract No: HNGC/MMP-SM25-23/ITE - 88 dated 30.06.2021

Note:  
1. The Evaluation will be done strictly on overall Lowest Bid.  
2. Bidder shall quote their Price excluding GST.  
3. Prices quoted against other items except BOQ shall not be considered for Evaluation.

Name of the Bidder/  
Firm /  
Company

**PRICE SCHEDULE**  
(This BOQ template must not be modified/replaced by the bidder and the same should be updated 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)

| SIL No.              | Item Description   | Quantity | Unit | Estimated Rate in Rs. | BASIC RATE in Rs. | TOTAL AMOUNT in Rs. | TOTAL AMOUNT in Words |
|----------------------|--|----------|------|-----------------------|-------------------|---------------------|-----------------------|
| 1                    | Air Conditioners (Window type)   | 40       | No   | 0.00                  |                   | 0.00                | Nil Zero Only         |
| 100                  | Make: Hitachi, Carrier, Bluestar, Voltas, Samsung, PSL-10, etc.<br>Rating: 1.5 Tonnes, 24V AC 50 Hz supply<br>Specification: Window type, minimum 15 Tonnes capacity, copper condenser coil, Remote control, 3 star or better BEE rating having minimum GSEER 2.65, temperature control through remote, minimum 1 year warranty on whole product and free gas warranty on compressor |          |      |                       |                   |                     |                       |
| Total in Figures     |  |          |      |                       |                   | 0.00                | Nil Zero Only         |
| Quoted Rate in Words |  |          |      |                       |                   | Nil Zero Only       |                       |

BoQ1

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 **Supply of 40 No. Window Type AC at HURL Gorakhpur** project against Tender Notice Number \_\_\_\_\_ dated \_\_\_\_\_.
2. That I/ we/ our partners/ directors do not have any relative working in Hindustan Urvarak & Rasayan Limited.
3. That I/we hereby declare that M/s \_\_\_\_\_ is neither put on Holiday nor Black-listed by any Government/ PSU/ Private firm or Financial Institution.
4. That all information furnished by me/ us in respect of fulfilment of eligibility criteria and information given in this tender is complete, correct and true.
5. That all documents / credentials submitting along with this tender are genuine, authentic, true and valid.
6. That the price bid is unconditional.
7. That I/ we shall comply with all the statutory provisions as laid down under various Labour Laws/ Acts/ Rules like minimum wages, Provident Fund, ESI, Bonus, Gratuity, Contract Labour Act and other Labour Laws/ Acts/ Rules in force from time to time at my/ our own cost.
8. I/We indemnify hereby HURL against all repercussions arising out of non- compliance of the foregoing in any case.
9. That if any information or document submitted is found to be false/ incorrect, the Department may cancel my/ our tender and action as deemed fit may be taken against me/ us including termination of the contract, forfeiture of all dues including earnest money and blacklisting of me/ our firm and all partners of the firm etc.

Deponent

Verification

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

Deponent

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

Date:

To,

\_\_\_\_\_  
Tender Committee, Gorakhpur Project, HURL

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: -  
\_\_\_\_\_

Dear Sir,

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

as per your advertisement, given in the above-mentioned website(s).

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

**NO DEVIATION CERTIFICATE**

|                           |   |
|---------------------------|---|
| Bidder's Name & Address : | To,<br><br>BUH, HURL Gorakhpur Project,<br><br>HURL ADMIN BUILDING,<br><br>Gorakhpur Project, HURL<br><br>Uttar Pradesh, 273007 |
|---------------------------|---|

1. With reference to our Bid (Reference No. .... dated ..... ) for **Supply of 40 No. Window Type AC at HURL Gorakhpur 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 above found anywhere in our Techno – Commercial Bid and / or price Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing which the Bid Security shall be forfeited.

For and on behalf of : .....

Stamp & Signature : .....

Name : .....

Designation : .....

Date : .....

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

Ref. :

Date:

To,  
BUH (Gorakhpur Project),  
Hindustan Urvarak & Rasayan Limited,  
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)  
HURL ADMIN BUILDING,  
Gorakhpur, Uttar Pradesh PIN – 237007

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) .....

**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