



HINDUSTAN URVARAK & RASAYAN LIMITED

(A JV of NTPC, CIL, IOCL, FCIL & HFCL)

Admin Building, HURL Campus

PO – HURL Fertilizer Plant, Gorakhpur (U.P): 273007

[Registered Office, SCOPE Minar, Core 4, 9th Floor, Laxmi Nagar District Centre, Delhi-110092]

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 (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

Manager (C&M)

INSTRUCTIONS TO BIDDERS (ITB)

1. Online bids are invited on two bid system for **“Hiring of 08 No Vehicles for different department at HURL, Gorakhpur”**. Manual bids shall not be accepted. Tender No.: HURL GKP CC 21-22 C-91
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– Offered rate based on vehicle wise -E- Tender.
4. **Critical Date Sheet:**

Published Date	23.07.2021 (06:00 PM)
Bid Document Download / Sale Start Date	24.07.2021 (11.00 AM)
Bid Submission Start Date	28.07.2021 (11.00 AM)
Bid Document Download / Sale End Date	18.08.2021 (03.00 PM)
Bid Submission End Date	18.08.2021 (03.00 PM)
Bid Opening Date	19.08.2021 (03.00 PM)

5. Pre-qualification criteria (PQC):

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

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

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

A) Commercial Pre-qualification Criteria

The bidder shall submit the status (i.e. Name and complete address) of the firm/ company along with its constitution such as sole proprietorship/ Partnership Firm or Limited/ Private Company, Year of Establishment and place of Business etc.

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

The Average Annual financial turnover of the bidder during the last 3 years, ending 31st March of the previous financial year, should be at least Rs.31,35,400.20 Lacs.

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

Bidder should submit Self-attested copies of audited balance sheet and profit & loss a/c of last 03 financial years ending on 31st march of the previous financial year (i.e., FY 2017-18, 2018-19, 2019-20).

In case the tender does not fall the under the ambit of statutory audit and audit and do not have audited annual report/ audited balance sheet and profit & loss statements shall submit a statement certified by statutory auditor/ practicing chartered accountant as documentary evidence in support thereof.

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

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

B) Technical Qualification.

- 5.1 For experience, of having successfully completed similar works during last 7 years ending last day of month previous to the one on which tender document is published i.e.31.03.2021 for at least one/two/three Work order criteria of the following (value excluding GST and Taxes) shall be as follows:

The Bidder must have executed Similar Works * in **Hiring of 08 No Vehicles for different department at HURL, Gorakhpur**, providing vehicles for hire with Government Sector Undertakings or big reputed corporate in private sector 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:

Three similar completed works each costing not less than Rs. 41,80,533.60 Lacs.

OR

Two similar completed works each costing not less than Rs. 52,25,667.00 Lacs.

OR

One similar completed works each costing not less than Rs. 83,61,067.20 Lacs.

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”.

(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).

The bidder shall have work experience of at least two years of similar nature preferably with Government Sector/ Public Sector Undertakings or big reputed corporate in private sector, **supported by documentary evidence.**

Definition of “Similar work”

- a) Similar Nature means: Providing vehicles for hire with Government Sector Undertakings or big reputed corporate in private sector.
- b) Big Reputed Corporate in private sector means: A private firm/ organization who has hired a fleet of minimum 01 vehicle in last 12 calendar months from date of issuance of NIT.

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

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

Eligibility Criteria	Supporting Documents Required
<p>The bidder shall submit the status (i.e. Name and complete address) of the firm/ company along with its constitution such as sole proprietorship/ Partnership Firm or Limited/ Private Company, Year of Establishment and place of Business etc.</p>	<p>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</p>
<p>The bidder shall have work experience of at least two years of similar nature preferably with Government Sector/ Public Sector Undertakings or big reputed corporate in private sector, <u>supported by documentary evidence</u></p> <p>Definition of “Similar work”</p> <p>A) Similar Nature means: - Providing vehicles for hire with Government Sector Undertakings or big reputed corporate in private sector.</p> <p>B) Big Reputed Corporate in private sector means: - A private firm/ Organization who has hired a fleet of minimum 01 vehicle in last 12 calendar months from the date of issuance of NIT).</p>	<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>Three similar completed works each costing not less than Rs. 41,80,533.60 Lacs.</p> <p>OR</p> <p>Two similar completed works each costing not less than Rs. 52,25,667.00 Lacs.</p> <p>OR</p> <p>One similar completed works each costing not less than Rs. 83,61,067.20 Lacs.</p> <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> <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).</p>
<p>Average annual Financial turnover of the bidder during the last 3 years ending 31st march of previous financial year should be at least Rs. 41,50,427.4 Lacs.</p>	<p>Bidder should submit Self-attested copies of audited balance sheet and profit & loss a/c of last 03 financial years ending on 31st march of the previous financial year (i.e., FY 2017-2018 2018-19,2019-20).</p> <p>In case the tender does not fall the under the ambit of statutory audit and audit and do not have audited annual report/ audited balance sheet and profit & loss statements shall submit a statement certified by statutory auditor/ practising chartered accountant as documentary evidence in support thereof.</p>

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. 31-03-2021 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 following duly signed and stamped documents in technical bid-

- I. 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.
 - II. Completion/Acceptance Certificate from End User/OWNER regarding satisfactory performance in terms of quality and delivery indicating clearly the LOI / Work Order no., Name of Work, Scope of Work, executed work value, Service Tax/GST, Contract period and actual Date of Completion. Completion certificate for works issued by a private organization shall be supported by TDS certificates.
- 5.2 Average Annual financial turnover during last three (03) financial years of the bidder should be at least INR 31.35 Lakhs. For evaluation of same, Bidder shall submit Audited Annual Statements (Balance Sheet and Profit & Loss account) of the company for last three (3) financial years. If audited financial results of the immediate preceding financial year is not available, the bidder has an option to submit the audited financial results of the three (03) financial years immediately prior to that financial year. The same will be considered for evaluation of average financial turnover. Audited annual statement shall be certified by CA with membership number.
- 5.3 The bidder must sign in each page of tender documents as a token of acceptance indicating read, understood and accepted the Terms & Conditions mentioned in tender documents.
- 5.4 The bidder shall have valid company registration, PAN card issued by Income Tax department, registration with EPF Organization and Valid GSTIN registration. As a documentary proof of same, the bidder shall submit signed, stamped and scanned copy of Certificates like Registration certificate, registration with EPF Organization, GSTIN Registration certificates, PAN card issued by Income Tax Department.

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 shall be awarded to successful lowest bidder. The financial comparison for selection of Lowest (L-1) Bidder / Contractor shall be done based on item wise mentioned in BOQ after arithmetical correction of errors (if any). The evaluation will be done strictly on item wise L1 basis. Bidder shall quote their price excluding GST and Prices quoted anywhere else shall not be considered for evaluation.

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

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

7 Bid Submission:

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

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 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 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

12. EMD amount: Rs.59,000.00 for 3 no vehicles for 12 hrs
Rs.89,000.00 for 3 no vehicles for 24 hrs
Rs.19,500.00 for 1 no vehicles for 12 hrs &
Rs. 42,000.00 for 1 no vehicles for 24 hrs.

Note: Bidder shall submit the EMD amount strictly as per above for respective items. Total amount is indicated in the Portal due to format Constraint. However, Bidder shall submit the amount of EMD as indicated in para 12 above.

13. Price Bid Validity date 120 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. 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.

18. Guideline for submission of bid:

18.1 Technical Bid:

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

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

18.2 Price Bid:

18.2.1. Schedule of price bid in the form of BOQ_XXXX .xls

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

18.2.2 The tenderer shall quote their rate in item wise in BOQ from SI No 1.01 to 1.02 of each items of BOQ portion up to two decimals only in price bid. Tenderers to note that only first two decimals shall be considered for evaluation if quotation is having more than two decimals. The evaluation will be done strictly on item wise L1 basis.

18.2.3 Bidder shall quote their price excluding GST and Prices quoted anywhere else shall not be considered for evaluation.

18.2.4 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 Scanned copy of Earnest Money Deposit (EMD) Enclosed or EMD exemption Certificate Enclosed.		
II	Signed, Stamped and Scanned copy of Certificates like Registration certificate, registration with EPF Organization, GST Registration certificates, ESI, 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 Completion/Acceptance 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.		
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 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:
- a) To cancel the tender without reference to the bidders.
 - b) 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 Unit Head (HURL Gorakhpur Project) to enter upon HURL Gorakhpur project premises and may visit the site before quoting their rates.
- 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.
- 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 white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

- 4.6 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 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 128bit 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), Mobile No.: 9999798169, E-mail:
kantvk@hurl.net.in

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

Mr. Prashant Samanway Officer (Purchase), Mobile: 9430676867; E-mail:
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

Duly executed at following location:
Admin Building, HURL Fertilizer Campus, Gorakhpur (UP)

4. Taxes and duties

4.1 The Bidder shall include all the taxes, duties/ levies etc. (except GST) in their quoted rates/ prices. 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	24 months from date of LOA

7. Payment Terms

- The payment shall be made for the actual job executed by the Agency after due verification and certification by the concerned Engineer-in-charge of the HURL, Gorakhpur Project.

- The agency shall submit the measurements for all the jobs executed for previous month by 7th of every month. Failing which the responsibility of delay in billing will rest with the agency.
- The Agency shall submit bills in triplicate on monthly basis to the concerned officer in-charge of the HURL Gorakhpur Project. It shall have to furnish Labours Payment Certificate along with copy of the EPF deposit challan and the deposit details duly receipted by the concerned EPFO to HURL, Gorakhpur Project by 7th of every succeeding month irrespective of submission of bills, failing which its payment will be withheld.
- In-come Tax as applicable as per IT Rules shall be recovered at source and other taxes as applicable will be deducted from the Running/final bill.
- The Bills shall be submitted on running bill of running work on monthly basis. Payment shall be released within 30 days of submission of invoice by the party.
- The agency shall pay applicable GST and claim it along with RA Bills.
- The initial cost of the contract shall be valid for a period of one year. No price escalation, other than minimum wages revision, shall be entertained by the client during the period.
- After expiry of the initial period of the contract of one year and if the contract is renewed by the client, the contractor shall claim increase in the contract cost only on the account of increase in the minimum wages, as and when increased by the government.
- All payments shall be made in Indian currency by means of Electronic Clearance Service (ECS) or Cheque only.
- 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.
- 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.
- The successful bidder shall maintain all statutory registers under the applicable Law. The bidder shall produce the same, on demand, to the EIC of HURL nominated for this work.
- The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. Each monthly bill must accompany the list of employees with their date of engagement.
- 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.
- In case, the successful bidder fails to comply with any statutory/taxation liability under appropriate law, and as a result there of HURL is put to any loss / obligation, monetary or otherwise, HURL will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the bidder, to the extent of the loss or obligation in monetary terms.
- No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

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

Sl No	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 as Income tax as applicable. b. Any other recovery if any	97.00 %
2	Expiry of Six months from the date of completion of work and certification by the owner.	03.00 %

8. **EARNEST MONEY DEPOSIT (EMD)**

- 8.1 EMD Amount: Rs.59,000.00 for 3 no vehicles for 12 hrs
Rs.89,000.00 for 3 no vehicles for 24 hrs
Rs.19,500.00 for 1 no vehicles for 12 hrs &
Rs. 42,000.00 for 1 no vehicles for 24 hrs.

Note: Bidder shall submit the EMD amount strictly as per above for respective items. Total amount is indicated in the Portal due to format Constraint. However, Bidder shall submit the amount of EMD as indicated in para 8.1 above.

8.2 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.

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

8.4 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.

8.5 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.

8.6 Exemption from submission of EMD :

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

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

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

9. 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. 1,15,00.00 (Rupees One Lakh Fifteen 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

10. Quantity variation

Quantities indicated in the schedule of rate are tentative only and all the items may or may not be executed either partially or fully. Individual Item mentioned in SOR part-A may vary to any extent for which no revision of rate will be applicable. However, the upper ceiling of total quantum of variation of work 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

11. Insurance

- 11.1 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.
- 11.2 All contractors' equipment shall be at the sole risk of the contractor.
- 11.3 The contractor will insure all his personnel employed for the execution of the work against any personal injury that may be sustained by them as a result of the execution of the work and present satisfactory evidence to the owner/consultant that such insurance is in force.
- 11.4 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.

12. Termination

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

13. 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. 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. 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. 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 Lucknow court in the Lucknow District in the State of Uttar Pradesh.

17. 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

Special Condition of Contract (SCC)

Name of work: - Hiring of Vehicles at HURL Gorakhpur

Scope of work

1.0 SCOPE OF WORK/SERVICES

- 1.1 The scope of services under this contract shall cover deployment of UP Registered Taxies as per specifications given hereunder on hire basis for use in HURL Gorakhpur the vehicle shall be Commercial Vehicle with U.P. registration and should run on Diesel as per Specifications, contract period and availability given hereunder on hire basis for use in HURL Gorakhpur.

Sl. No.	Required make/ Model	Contract Period	No. of Vehicle	Availability
1	On Road Price of Bolero (Top Model-2021)	For a period of 02 year with provision of extension for another 01 year on performance basis.	03 for 12 hrs.	07 days a week
2.	On Road Price of Bolero (Top Model-2021)	For a period of 02 year with provision of extension for another 01 year on performance basis.	03 for 24 hrs.	07 days a week
3.	Toyota Crysta (Top Model- 2021)	For a period of 02 years with provision of extension for another 01 year on performance basis.	01 for 24 hrs.	07 days a week
4.	Toyota Etios (Top Model-2021)	For a period of 02 years with provision of extension for another 01 year on performance basis.	01 for 12 hrs.	07 days a week

2.0 SPECIFICATION FOR VEHICLE

- 2.1 The vehicles deployed should run on **DIESEL** fuel and shall be commercially registered U.P. State entry tax shall be paid by HURL GORAKHPUR for travel in Gorakhpur & UP area and for outstation at actuals and on documentary evidence. The model (year of manufacture) of vehicle to be deployed shall not be earlier than 2021 & shall be in good condition. The vehicle shall be required for various visits at Plant & Gorakhpur City as per requirement. The year of manufacturing and registration will be same i.e., 2021.
- 2.2 Fuel charges shall be paid on monthly basis at a mileage of **14 Km per Litre** for - **Mahindra Bolero (Top Model-2021) & Innova Crysta (Top Model-2021) 2021 and Toyota Etios (Top model- 2021)** based on the actual run of vehicle in a particular month, duly certified by EIC or User. Cost of diesel will be reimbursed to agency on actual basis, based on production of documentary evidence like cash receipt / invoice in original from nearest petrol pump outlet and certification by EIC.

- 2.3 The Air Conditioner installed in vehicle shall be kept in operative condition. The usage of AC shall be as per direction of the Officer-in-Charge as per requirement.
- 2.4 The vehicle should have good looking and well maintained exterior and interior look and should be having clean good white seat covers.
- 2.5 The vehicles shall be compliant with the prevailing pollution control norms as per the Government guidelines. It will be the responsibility of the contractor to comply and if required, modify the vehicle to meet such norms and guidelines as may be made applicable by the subsequent notification/ruling by the respective Government Agencies.
- 2.6 The vehicle/driver shall at all times carry vehicle original papers like Registration Certificate, Comprehensive Insurance Papers, Driving License, Valid Pollution Control Certificate, Road Tax Receipt, passenger tax documents or any other license/registration/permit/ certificate required etc. They must confirm to all Government rules and regulations being enforced from time to time. The agency shall get the original papers verified from time to time as may be required by the **Officer-in-Charge** of HURL GORAKHPUR, otherwise the vehicle may be rejected and shall not be put to use and no payment shall be made for such vehicles.
- 2.7 In case the vehicle is found to be in bad condition or having improper documents, the same may be rejected and sent back and no payment shall be made on account of vehicle so rejected. In such case the agency shall immediately arrange to provide and alternate vehicle of equivalent or higher model in its place without any additional cost.
- 2.8 Before start of contract, the agency must provide photocopy of the Registration Documents of the vehicle proposed to be deployed duly attested / notarized and certified by the owner of the contractor/agency. In case of deployment of other vehicle during the contract period the agency must provide photocopy of the Registration Documents of the vehicle deployed duly attested / notarized and certified by the owner of the contractor/agency along with the bills for each such occasion. Original Registration Paper shall be provided by the agency on demand in case any further verification is required. In case the agency fails to provide any of the documents i.e., copy of registration / original registration for verification as said above, 30% reduction from the bills shall be made on prorated basis for the period of such non-submission of the said documents.
- 2.9 The agency shall provide well behaved driver having Minimum Driving experience of 4 years and knowledge of different routes in Gorakhpur as well as knowledge of minor repairs of the vehicle without any extra charges. Driver must have mobile phone. HURL GORAKHPUR 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 GORAKHPUR. In case the driver goes on leave, alternate arrangement to be made by the agency in order to ensure continuity of the service.
- 2.10 The vehicle shall carry first-aid box, tool box any other tool or accessories required in case of emergency and stepony in good condition.
- 3.0 **OTHER TERMS AND CONDITIONS**
- 3.1 The bidder may quote for one Vehicle or more than one Vehicle. The PO may be placed on more than one bidder based on their lowest evaluated price for the individual vehicle quoted by the bidder.
- 3.2 The vehicle shall report daily in the morning at HURL GORAKHPUR, Admin Building, Fertilizer Township, Fertilizer Factory Gorakhpur or as per instruction of EIC / User. The

reporting time, place, address etc should be strictly followed by the contractor / driver. The reporting time and place, however may vary based on the requirement of HURL GORAKHPUR and shall be followed by driver/agency as directed from time to time.

- 3.3 All the vehicles shall be available for complete calendar month during normal working hours as mentioned in BOQ. Normal working hours for the vehicles shall be generally from 8.30 AM to 8.30 AM (24 Hours duty) and 8.30 AM to 8.30 PM (12 hours duty) on all days. This is subject to change by Controlling Officer / Officer-in-Charge, if necessary, without any consultation with the contractor.
- 3.4 The weekly off will be preferably Saturday or Sunday as may be decided by HURL GORAKHPUR. Time for lunch/tea/dinner shall be given to drivers as per the convenience of the controlling officers of HURL GORAKHPUR. HURL GORAKHPUR shall not pay any charges for lunch, tea, dinner etc. i.e., the drivers should make their own arrangement for the same.
- 3.5 In case the vehicle is not required on Sundays/National Holidays, the vehicle shall be released on the previous day at the discretion of HURL GORAKHPUR. In case of any contingency the vehicle can be called at any time, therefore, the vehicle and driver shall be at the effective disposal of HURL GORAKHPUR fully during the period of contract.
- 3.6 All types of maintenance of vehicles deployed shall be the responsibility of the contractor in totality. The vehicle must be kept in fully maintained condition throughout the contract period. No expenses shall be borne by HURL GORAKHPUR in any circumstances like normal maintenance, breakdown, accident, or licensing. The maintenance/service of the vehicle shall be done on Sundays/Holidays without any deduction of monthly fixed charges and a replacement vehicle of same or higher model is to be deployed during the period. one day per month shall be given for maintenance with replacement of 01 vehicle.
- 3.7 If the vehicle has gone under break down due to any reason during working days, the contractor may take away vehicle to workshop for immediate repair with the permission of concerned officers after providing a replacement vehicle equivalent/upgraded model.
- 3.8 In case of accident/force majeure conditions, the contractor will provide a replacement vehicle of equivalent/upgraded model immediately, failing which, the fixed charges for the period during which vehicle is not given, shall not be payable. In case of accident and theft, the contractors have to submit the FIR copy with photograph of accident to avoid penalty under Clause No.6.0 below.
- 3.9 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.
- 3.10 Area of Operation will be normally within Gorakhpur & vicinity up to 350 km radius from Gorakhpur. Thus, the vehicle must have relevant permit in addition to Registration Certificates. Occasionally travels beyond these places if required, (in case of outstation) night halt at Rs 150.00/ night admissible.

- 3.11 **Parking Arrangement:** Parking space shall be provided in the office premises or alternate arrangement will be made by HURL GORAKHPUR during office hours. In case the vehicle needs to be parked at night at the working place / reporting place, based on the availability of parking space, it will be provided at contractor's risk and cost for which no extra charges shall be paid.
- 3.12 The Driver should abide by the rules laid down by Transport Authority or any Authority relevant to the subject and should always strictly follow the Traffic Rules and Regulations and ensure safety of the passengers.
- 3.13 The driver shall always remain with the vehicle during duty time and in case of any urgency, driver should seek permission of the HURL GORAKHPUR user. The driver should be provided with a mobile/ cell phone to facilitate communication.
- 3.14 Extra charges beyond 12 hrs. applicable for Mahindra Bolero & Toyota Platinum Etios Limited Edition (only on 12 hrs. hiring basis vehicle) with driver @ Rs. 150/Hour.
- 4.0 **PAYMENT OF CHARGES AND OTHER COMMERCIAL TERMS & CONDITIONS**
- 4.1 The monthly hiring charges to be quoted by the bidders shall be for providing the vehicle as per the specification given at clause 2.0 above along with driver during the month including costs towards driver's uniform, mobile phones, expenditures on account of road tax, insurance etc except fuel charges), parking charges, toll tax, state entry taxes, and GST as applicable.
- 4.2 Cost incurred towards fuel charges shall be payable by HURL GORAKHPUR at an average run of vehicles as given per Ltr. Fuel Consumption on monthly basis, based on the actual run of vehicles as per BOQ.
- 4.3 The reporting place for the start of duty shall be HURL GORAKHPUR Office. The KMs & Hrs. shall be calculated from the KM & time the vehicle reports to HURL GORAKHPUR Office. The mileage from garage (i.e., actual place of parking of vehicle after duty) to HURL GORAKHPUR Office and back is not payable. The location of garage and distance from garage to HURL Gorakhpur office are to be declared by the successful bidder in the beginning of deployment of vehicle. In case the vehicle is required to report to any other place as decided by the Officer-in-Charge/Controlling Officer, the difference from the garage to Office (taken as reporting place) shall be deducted from the total KMs taken for reaching the reporting place. In case the vehicle is parked at HURL GORAKHPUR office or any other parking place as identified by the EIC/Controlling Officer, the variable charges from place of release to the parking place, if applicable shall be payable. The closing Kms reading and time shall be taken at the place of release of vehicle as certified by the user.
- 4.4 For outstation duty also, payment shall be made on the basis of actual Kms run on monthly basis and no other charges or minimum charges per day shall be paid. However, fee paid towards temporary permit to other states as per prior intimation given by EIC shall be payable by HURL GORAKHPUR, at actuals.
- 4.5 Parking charges, toll charges and state entry taxes during duty shall be paid extra as per actual on production of documentary proof.

- 4.6 The charges at Toll Bridge on the way or any such charges to be paid on any other route, if any, levied while on duty shall be paid by the contractor which shall be reimbursed to the contractor by HURL GORAKHPUR on production of documentary evidence.
- 4.7 Income Tax and other tax as applicable shall be deducted at source from the running bill as per applicable Income tax rules. Copy of PAN vehicle & GSTN to be provided by the party along with the bid.
- 4.8 Payments shall be released on monthly basis, after receipt of bills along with Log Book.
- 4.9 Fuel charges shall be paid as per clause 2.2
- 4.10 Variation in Fuel charges shall be paid as per clause 2.2
- 5.0 **LOG BOOK**
- 5.1 The contractor shall be required to maintain records of journey by maintaining a logbook, which shall be provided by HURL GORAKHPUR free of cost. 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.
- 5.2 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 GORAKHPUR. In case logbook is lost, the payment for the journey shall not be made and extra logbook shall be issued on payment of Rs. 100/- (Rupees one hundred only).
- 5.3 The contractor shall be required to maintain all such records, registers etc. as desired by the management from time to time, which shall be shown to Officer-in-Charge/Controlling officer or his nominee on demand.
- 5.4 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.
- 5.5 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.
- 5.6 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.
- 5.7 HURL GORAKHPUR 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.
- 6.0 **NON-COMPLIANCE:**

- 6.1 In case the deployed vehicle is not acceptable above and an alternate vehicle has also not been provided till 2 hours beyond duty reporting time, HURL shall have the right to hire any alternate vehicle from any other source at the risk and cost of the contractor and in addition a penalty @ Rs.1000/- per day shall be imposed and deducted from the running bills of the contractor.

OR

In case the vehicle does not report on any date as per the requirement of the Engineer in Charge, the contractor should arrange for suitable substitute vehicle, failing which vehicle shall be hired from any other source at the risk and cost of the contractor and in addition, the contractor shall be liable to pay Rs.1000/- per day for the said period and the same shall be deducted from the monthly running bills of the agency.

- 6.2 Further, in case of non-compliance of any of the terms and conditions of the contract as decided by the Officer-in-Charge like non-maintenance of the log book as per the above procedure, not maintaining the interior seat covers etc. in proper condition, in proper mechanical condition of the vehicle or delayed or unprofessional response of the contractor, the contractor shall be liable to pay a penalty of Rs.1000/- per occasion which shall be deducted from the monthly bill of the contractor.
- 6.3 The contractor must deploy vehicle of model -2021 throughout the contract period, However, in case vehicle of Model-2020 could not be deployed during any occasion due to any exigency, vehicle of older model may be deployed with the consent of officer-In-Charge. Reduction at the below mentioned percentage will be made out of the monthly bills on prorata basis for the period of deployment of older model vehicle. However, total number of days of deployment of such older model vehicles shall not exceed 30 days in a year.

SI. No	Model	Percentage reduction in payment
1	2020	20%
2	2019	30%

Note: Vehicle of model-2018 or below shall not be allowed for deployment.

No deduction shall be made in case of replacement vehicle for maintenance.

7.0 GENERAL Terms & Conditions:

- 7.1 It will be the responsibility of the contractor to make good any loss or damage caused to the HURL /vehicle/occupant/Public/Others due to negligence and lack of proper vehicle on the part of contractor's driver, employee and men.
- 7.2 The contractor shall make his own arrangement for stay of his drivers/staff. The contractor will be responsible for all kind of injuries or accident caused to his driver/staff & HURL GORAKHPUR will not be liable in this matter.
- 7.3 The contractor and his staff, during the tenure of contract shall not cause or permit any nuisance at site or do anything which shall cause unnecessary disturbance/inconvenience

in general. The drivers shall not be allowed to drive after drinking/consuming alcoholic or similar drinks, etc. or in state of inebriation.

- 7.4 Any loss/damage occurred due to improper parking or protection shall be to the account of contractor.
- 7.5 The contractor should have full knowledge of Indian Motor Vehicles Act and contractor shall remain responsible for any lapse of not following such rules during the tenure of contract.
- 7.6 The contractor or his authorized representative shall keep a close liaison with the HURL GORAKHPUR management and take all the instruction from HURL GORAKHPUR officers.
- 7.7 The contractor shall at his own expense arrange for the safety in respect of all his staff and travelling HURL GORAKHPUR officials and if accident occurs to any person employed by contractor or any third party, the whole liability or responsibility shall be that of contractor. HURL GORAKHPUR will bear no responsibility or expense if any on this account.
- 7.8 Contractor shall comply with all labour laws of Central Govt. or State Govt. as the case may be and pay minimum wages to drivers as notified by the Govt. from time to time. The contractor will also indemnify the obligations towards statutory compliances.
- 7.9 The maintenance cost, salary of the driver, mobile / cell phone expenditure, overtime of driver etc. is the responsibility of the contractor for which no payment shall be made by HURL GORAKHPUR.
- 7.10 Insurance: The vehicle will be comprehensively insured by the contractor throughout the contract period at his own cost. Contractor should also take insurance cover of the driver and passengers to cover any eventuality.

8.0 **DATE OF COMMENCEMENT AND PERIOD OF CONTRACT**

- 8.1 The contract period shall be for two years from the actual deployment of the vehicles with a provision to extend one year on same rate, terms & conditions of contract on yearly basis based on the performance of agency during the previous year.

8.2 **MOBILISATION PERIOD:**

To provide vehicles within two weeks from the date of LOI. However, the vehicles shall be accepted with penalty @ Rs. 200 per day up to a period of 3 weeks. However, in case the agency fails to deploy the vehicle even within 4 weeks, it will be presumed that the agency is not interested in the performance of contract and the contract shall automatically deemed terminated and the EMD shall be forfeited.

9.0 **PRICE VARIATION**

The rates quoted by the party shall be firm during the currency of the contract. Reimbursement cost of fuel shall be made as per prevailing rates as per clause 2.2.

10.0 **QUANTITY VARIATION:**

- 10.1 The quantity of extra hours beyond 12 hours & Night Stays may vary to any extent during execution of the contract.

Deployment of Vehicle on hire basis: -

1.0 Terms & Conditions

- 1.1 The contractor shall provide UP Registered Taxies (AC) Vehicles or equivalent of Model 2021 or later along with driver & mobile phone as per our requirement. The vehicles shall be provided at our office at Gorakhpur or any other place intimated to the contractor for travel within or outside Gorakhpur as and when required. The maintenance cost, charges of fuel, road tax permit fee, passenger tax, border tax, challans, salary of the driver, the overtime and mobile phone charges of driver etc are the responsibility of the contractor and should be paid by the contractor.
- 1.2 The contractor shall provide well-behaved skilled drivers in proper uniform along with mobile phone having knowledge of different routes as well as repair of vehicle s and valid driving license. the reporting time, place, address etc shall be strictly followed by the contractor.
- 1.3 The vehicle provided by the contractor must be in excellent conditions and must have proper and complete documents as per requirement of R.T.O. e.g., registration certificate, pollution certificate, which should be shown to the user. The vehicle should be preferably provided with Gorakhpur road map, perfume, fire extinguisher and tissue papers etc., otherwise the vehicle may be rejected and sent back. No payment shall be made on account of vehicle so rejected. **A penalty of Rs. 2000/- would be deducted on account of this rejection on account of improperly furnished vehicle or misbehaviour of the driver on per day basis.**
- 1.4 In case of non-availability of requisitioned vehicle it will be the responsibility of the contractor to provide upgrade model/ Type of Vehicles (model 2021 or later only). In case the vendor fails to provide the vehicle the vehicle maybe hired from market and the actual amount to be paid may be recovered from the RA bill of the agency.
- 1.5 The contractor shall provide the duty slip duly filled and signed along with the bill for every trip/requisition. the duty slip should be got signed by the user which would indicate the opening and closing meter reading with time and date. It should be ensured that there is no overwriting in the duty slips. In no case duty slip without signature will be accepted for payment unless specifically intimated in advance.
- 1.6 The vehicle shall be provided at our office premises at Gorakhpur, Guest House or at any other place intimated to the Contractor / Agency for travel within or outside Gorakhpur as and when required on daily basis.
- 1.7 The contractor shall maintain the duty slip/logbook for every trip / requisition. The duty slip should be got signed by the user which would indicate the opening and the closing meter reading with time and date at the point of starting / ending the journey by the user.
- 1.8 In case of breakdown / servicing / repair, the contractor shall provide alternate vehicle of same Make and Model failing which vehicle shall be hired from any other source(s) at the risk and cost of the contractor.
- 1.9 Vehicle of Model 2021 or later only should be sent for duty.
- 1.10 In case of non-reporting / refusing to provide the requisite vehicle, the same may be hired from any other source(s) at the risk and cost of the contractor, besides any other penal action, which may be even termination of contract.

- 1.11 The maintenance cost, charges of fuel, road tax permit fee, passenger tax, border tax, challans, salary of the driver, the overtime and mobile phone charges of driver etc are the responsibility of the contractor and should be paid by the contractor.
- 1.12 HURL 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 may even lead to termination of Contract.
- 1.13 Tempering of meter reading, vehicle usage timings, overwriting of log-sheet / duty slip and misbehaviour of driver shall be viewed seriously, leading to even cancellation / termination of contract.
- 1.14 Parking charge, Toll Tax shall be reimbursed as per actual by on certification by the user on submission of documentary proof (original receipt).
- 1.15 No Border tax / Permit fee / Passenger Tax / Road Tax shall be paid by HURL.
- 1.16 One or more than one vehicle depending upon the requirement of the company can be called at any time during the day and night.
- 1.17 No advance payment shall be made under any circumstances.
- 1.18 The Contractor shall be fully responsible for any loss or damage to the vehicle or occupant and shall be liable to pay full compensation for any injury or any other loss to passengers as decided by the Competent Court/ Authority.
- 1.19 The vehicle should be maintained in good condition with clean seat covers. If on inspection by the authorized person from, the vehicles are not found in suitable condition as mentioned thus, they are liable to be returned back.
- 1.20 The bill along with duty slip(s) duly signed by the user of the vehicle or his representative should be sent to immediately after the use of vehicle. It should be ensured that there is no overwriting in the duty slips. In no case duty slip without signature will be accepted for payment unless specifically intimated in advance.
- 1.21. In case of non-availability of the vehicles owned by the bidder / contractor, vehicles other than those owned by the bidder / contractor may be provided. However, the cleanliness and other conditions related to vehicle may still be applied.
- 1.22. The agency should not refuse to provide the vehicle against our requirement failing which penalty of Rs.2000/- shall be deducted on each refusal from their running bills besides any other action which may even lead to termination of contract.
- 1.23. The driver of the vehicle should introduce by providing visiting vehicle to the user as soon as he enters the vehicle or at the time of reporting.
- 1.24. The contractor shall also provide mobile phone (in working condition) to driver sent to duty. All cost of the mobile phone shall be borne by contractor only.
- 1.25. The agency / contractor will ensure to inform the guest / user of the vehicle about the registration number of the vehicle, driver's name and mobile number through SMS for which no extra payment will be made by the user.
- 1.26. The agency shall be registered with GST tax authorities and shall submit tax invoice on monthly basis.
- 1.27. Use of alcohol will not be allowed during duty time in any case by driver. If found drunk the contract may be terminated.
- 1.28 Contractor/agency shall mean bidder whose bid will be accepted by and shall include such successful bidder's legal representatives, successors and permitted assigns from time to time for the purpose the contract.

- 1.29 Contractor shall be solely responsible for payment of wages/salaries, Night halt charges, to his personnel that might become applicable under the new act or order of Government. shall have no liability whatsoever in this regard.
- 1.30. Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff.
- 1.31. Contractor shall ensure character & antecedent verification in respect of driver deployed for the duty.

2.0 OTHER GENERAL TECHNICAL REQUIREMENTS

- 2.1 If at any time agency makes any default in proceeding the work with the due diligence and continues to do so even after the notice in writing or commit any default in complying any terms and conditions even after the notice in writing is given by the agency on behalf of the EIC, may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to, by written notice, terminate the contract as a whole or part of the contract.

All instructions, notices and communications etc under the contract given in writing and if sent to the last known place of business, shall be deemed to have been served on the date, even in ordinary course of post, these would have been delivered to the contractor.

- 2.2 If is held liable as a principal employer to pay compensation/ contribution etc. under any act or court decision, in respect of the persons deployed under this contract, Contractor would reimburse to the amount of such compensation/contribution so paid by.

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 Maintenance of Green Corridor and Development of Landscaping, Horticulture works and other miscellaneous works in Administrative Building, Guest Houses and Residential Quarters 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, The Manager Contracts & Materials Department HURL, Administrative Building Fertilizer Colony Gorakhpur-273007
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1. With reference to our Bid (Reference No. dated) for **Hiring of 08 No Vehicles for different department at HURL, Gorakhpur** 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 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 :

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 (Gorakhpur Project),
Hindustan Urvarak & Rasayan Limited,
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)

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)

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