

**NAME OF PACKAGE: Procurement of Chemicals (Lime, Aluminium Sulphate, Sodium Chlorite, Oxygen Scavenger & Polyelectrolyte) for ETP and DM Plant at HURL Gorakhpur.**

**Pre – Qualification Criteria:**

Sl. No.	Conditions	Documents required (To be submitted along with Technical Bid)
1	Bidder should be either Partnership firm/ Sole Proprietor / Limited company.	<ul style="list-style-type: none"> <li>i) For Proprietorship firm - Name of the proprietor to be mentioned. Affidavit of proprietorship in original duly notarized (Latest)</li> <li>ii) For partnership firms – Affidavit in originals duly notarized, confirming the current status of the firm along with names of the partners or Copy of partnership deed duly notarized (latest) to be submitted</li> <li>iii) For limited companies, notarized copy of Memorandum and Articles of Association (this only need to be submitted physically-not to be uploaded) and list of directors.</li> </ul>
	<p><b><u>For Sodium Chlorite:</u></b></p> <p>The tenderer should have completed three similar works each costing not less than ₹ <b>80.64 Lakhs.</b></p> <p>(or)</p> <p>The tenderer should have completed two similar works each costing not less than ₹ <b>100.80 Lakhs.</b></p> <p>(or)</p> <p>The tenderer should have completed one similar work costing not less than ₹ <b>161.28 Lakhs.</b></p> <p><b><u>Note: Values indicated above are exclusive of GST.</u></b></p> <p><b><u>Definition of Similar works: -</u></b></p> <p>“The Bidder should be either manufacturer of chemicals / Authorized dealer / supplier of</p>	<p><b><u>Document to be Submitted.</u></b></p> <p>Copy of Work Order/ PO/ rate contract/ agreement with following details:</p> <ul style="list-style-type: none"> <li>i) Work order/ PO/ rate contract/ agreement with number, date and value</li> <li>ii) Name of the client,</li> <li>iii) Period of contract</li> <li>iv) Scope of work mentioning Similar work.</li> </ul> <p>Execution certificate issued client highlighting below-</p> <ul style="list-style-type: none"> <li>a) Reference work order/ PO/ rate contract/ agreement with number, date and value.</li> <li>b) Name of the client,</li> <li>c) Period of Contract</li> </ul>

<p><b><i>Sodium Chlorite (Naclo2)</i></b> in any Government Organization, PSU or listed companies.”</p> <p><b><u>For Non – Ferric Alum:</u></b></p> <p>The tenderer should have completed three similar works each costing not less than <b>₹ 7.2 Lakhs.</b></p> <p>(or)</p> <p>The tenderer should have completed two similar works each costing not less than <b>₹ 9.00 Lakhs.</b></p> <p>(or)</p> <p>The tenderer should have completed one similar work costing not less than <b>₹ 14.4 Lakhs.</b></p> <p><b><i>Note: Values indicated above are exclusive of GST.</i></b></p> <p><b><u>Definition of Similar works: -</u></b></p> <p>“The Bidder should be either manufacturer of chemicals / Authorized dealer / supplier of <b><i>non – ferric alum</i></b> in any Government Organization, PSU or listed companies.”</p> <p><b><u>For both the chemicals:</u></b></p> <p><b>Note- Substantial completion</b> shall be based on <b>80% (eighty percent) (value wise)</b> or more works completed under the contract (Substantial completion should not be defined in terms of percentage completion, rather it should be based on functional consideration).</p> <p><b><u>Note:</u></b></p> <p><b>1. Bidders are strictly advised not to submit any irrelevant data or information which is not as per our requirement/ tender document. Submission of irrelevant data will lead to disqualification of the bidder from tender.</b></p>	<p>d) Executed value under the work order/ PO/ Rate contract/ agreement.</p>
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3	<p><b><u>For Sodium Chlorite:</u></b></p> <p>The average annual turnover of the bidder during last three financial years ending on 31<sup>st</sup> March 2024 shall not be less than <b>₹ 60.00 Lakhs.</b></p> <p><b><u>For non – ferric alum:</u></b></p> <p>The average annual turnover of the bidder during last three financial years ending on 31<sup>st</sup> March 2024 shall not be less than <b>₹ 5.4 Lakhs.</b></p>	<ol style="list-style-type: none"> <li>1. Certificate issued by Chartered Accountants or statutory auditors of the bidding entity certifying the Annual Turnover for the Three (03) preceding financial years ending on 31<sup>st</sup> March 2024. Without valid UDIN the certificate will become invalid.</li> <li>2. Audited Annual Statements (Balance Sheet and Profit &amp; Loss account) of the company for last three (03) preceding financial years ending on 31<sup>st</sup> March 2024. Audited annual statement shall be certified by CA with membership number and UDIN.</li> </ol> <p><b>Note: –</b></p> <ol style="list-style-type: none"> <li>I. 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 ending on 31<sup>st</sup> March 2024. The same will be considered for evaluation of average financial turnover.</li> <li>II. Other income shall not be considered for arriving at annual turnover.</li> </ol>
4	<ol style="list-style-type: none"> <li>I. Bidder Must not be black listed by any government department/ public sector undertaking/ co-operative Unit.</li> <li>II. Bidder Must not be delisted / on Negative List by any government department/ public sector undertaking/ co-operative Unit in the last two years, as on date of participating in the tender.</li> <li>III. Bidder must not be on the Holiday list of HURL.</li> </ol>	<p>Self-certification(s) for both should be submitted on Party's letterhead for the same.</p>

## **Special Terms & Conditions:**

### **1. Price Basis**

FOR HURL Gorakhpur Store.

### **2. Insurance**

In suppliers' Scope.

### **3. Freight**

In suppliers' Scope.

### **4. Packaging & Forwarding**

In suppliers' Scope.

### **5. Payment terms**

Payment shall be released within 30 Days from the date of receipt & acceptance of Materials at HURL, GKP Store.

The agency shall pay applicable GST and claim it along with RA Bills. The vendor has to ensure that invoices raised on HURL be properly uploaded in GST portal and ensuring of prompt filing of returns.

GST portion as claimed in the invoices will be released after reflecting of the same in GSTR -2B.

Income Tax TDS as per rules shall be deducted from the bills of the contractor as per applicable laws.

Finance Act 2021 has brought amendments in existing TDS/TCS Sections and has introduced new Sections 194Q (Deduction of tax at Source on payment of certain sum for purchase of goods) and 206AB (Special provision for deduction of tax at source for non-filers of income-tax return) among others. The above Sections is effective from 1st July, 2021.

HURL, being Buyer (under Section 194Q inserted in the Income Tax Act, 1961 vide Finance Act 2021) having total sales, gross receipts, or turnover from business above Rupees Ten Crores during the Financial Year 2022-23, will deduct TDS under Section 194Q, w.e.f. 01.04.2023, at the prescribed rate of 0.1% on the purchase value of any goods, aggregate of which is exceeding the threshold limit of Rs.50 Lakhs in a Financial year 2023-24 onward.

Accordingly, Vendors/Sellers are not to collect tax at source under section 206C (1H) of the Act w.e.f. 01.04.2023, in case provisions of section are applicable to them.

- 6. Liquidated Damage:** In the event of Supplier's failure to deliver the material of acceptable quality within the stipulated delivery period, the liquidated damages are payable by the Supplier @ 0.5% (one half of one percent) per week of delay or part thereof, of the unexecuted order value. However, the total liability of the Bidder under this clause shall not exceed 5% of the Order value as awarded.

LD shall be applicable after 15 days if material is not delivered within 15 days from the date of intimation from the EIC

**7. Performance Bank Guarantee:**

Successful bidder (bidder who is awarded for work) shall submit a Performance Bank Guarantee (PBG). The value of PBG must be 5% of the award value of the contract. The PBG must be submitted before submission of first R A Bill.

- 8. Delivery schedule:** Contract period is of 12 months whereas the supply shall be as and when required basis within 15 days during the contract period upon intimation from EIC.

**9. All other terms & conditions as per GeM GTC**

**10. Address for Communication**

Manager (C&M)  
Hindustan Urvarak & Rasayan Limited,  
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)  
Admin Building, HURL Campus,  
PO-HURL Fertilizer Plant,  
Gorakhpur-273007

**Technical Specification / Scope Of Work**

Sr. No	Item Description	UOM	Qty
1.	Potassium Aluminium Sulphate (Alum)	KG	120000
2.	Sodium Chlorite (NaClO <sub>2</sub> )	TON	320

**I. Potassium Aluminium Sulphate (Non ferric alum)**

1. IS 260-2001
2. Alumina (AL<sub>2</sub>O<sub>3</sub>)- By mass - MIN. 17%
3. Iron as FE- By mass - 0.01% max.
4. Insol. matter- By mass- 0.3% max.
5. PH (OF 5% SOL)- 2.8 MIN.

6. Lump Size - 20 KG loose slab

### **Scope of Work**

1. Chemical to be supplied as and when required basis.
2. Chemical to be supplied as per the technical specification and test report shall be provided along with chemicals.
3. Dispatch of the chemicals shall be done after site clearance from EIC.
4. Chemicals not meeting the test parameters are likely to be rejected/return.
5. Chemicals shall be sent in batches as per the space availability in chemicals go down.
6. Quantity Variation (+/-20%).
7. Suitable for WTP (Drinking water, Nontoxic, food grade certification).

### **II. Sodium Chlorite (NaClO<sub>2</sub>):**

1. Standard- IS
2. Sodium chlorite wt. % as NaClO<sub>2</sub>- 25+-1%
3. Sodium Chlorite wt. % as NaCl-4.0 max.
4. Total Alkalinity wt. % as NaOH-2.5 max.
5. Appearance-Clear or light yellowish liquid

### **Scope of Work**

1. Chemical to be supplied as and when required basis.
2. Chemical to be supplied as per the technical specification and test report shall be provided along with chemicals.
3. Dispatch of the chemicals shall be done after site clearance from EIC.
4. Chemicals not meeting the test parameters are likely to be rejected/return.
5. Chemicals shall be sent in batches as per the space availability in chemicals go down.
6. Quantity Variation (+/-20%).
7. Tankers to be supplied in 20 MT capacity due to site storage constraint.

## **Forms / Annexures:**

### **INDEX**

Annexure	Description
1	Techno-Commercial Proposal Bid Form
2	Format for Electronics Payment
3	Tender Acceptance Letter & Letter of authorization to submit bid
4	No deviation Certificate
5	Certificate from CEO/MD/ Legally Authorised Signatory
6	Acceptance to Fraud Prevention Policy of HURL
7	Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India
8	Proforma for Terms and Condition
9	Format of Bank Guarantee for Bid Security
10	Format of Performance Bank Guarantee
11	Bank Guarantee Verification Checklist

**ANNEXURE-1**

**TECHNO-COMMERCIAL PROPOSAL BID FORM**

**(To be Submitted on the Letter Head of Bidder)**

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

Bidder's Name & Address : Date:

Person to be contacted :  
Designation :  
Tel. No(s). :  
Mobile No. :  
Fax No(s). :  
E-mail address :

To

Manager (C&M)  
Hindustan Urvarak & Rasayan Limited,  
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)  
Admin Building, HURL Campus,  
PO-HURL Fertilizer Plant,  
Gorakhpur-273007

Dear Sirs,

- 1.0 Having examined the Bidding Documents including its subsequent amendments and clarifications, if any, issued by Owner, the receipt of which is hereby acknowledged, we the undersigned, offer to complete the work under the above-named Package in full conformity with the said Bidding Documents and hereby furnish our Techno-Commercial Proposal.
- 2.0 We have understood the instructions and the terms & conditions mentioned in the Bidding Documents furnished by you and have thoroughly examined the specifications laid down by you in the Bidding Documents and are fully aware of the nature of consultancy services required.

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

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

Sr. No	Description
1.	Power of Attorney as per requirement mentioned in NIT.
2.	Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD) / MSE Certificate for exemption.
3.	Signed, Stamped and Scanned copy of Certificates like Registration certificate, GST No, PAN No, etc.
4.	Signed, Stamped and Scanned copy of Format for Electronics Payment (Enclosed as Annexure-2 to Forms and Procedures i.e., Section V)
5.	Signed, Stamped and Scanned copy of Tender Acceptance Letter (Enclosed as Annexure-3 to Forms and Procedures i.e., Section V)
6.	Documents as required in accordance with Qualifying Requirements / Pre-Qualification Criteria (PQC) i.e., <u>Clause 6</u> of NIT
7.	Signed, Stamped and Scanned copy of No deviation Certificate (Enclosed as Annexure-4 to Forms and Procedures i.e., Section V)
8.	Signed, Stamped and Scanned copy of Certificate from CEO/MD/ Legally Authorised Signatory, in the format as enclosed as Annexure-5 to Forms and Procedures i.e., Section VI) to Bidding Document shall be furnished certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof. However, 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.
9.	Acceptance to Fraud Prevention Policy of HURL, for which the bidder has to submit Signed, Stamped and Scanned copy of Form of Acceptance of Fraud Prevention Policy of HURL. (Enclosed as Annexure-6 to Forms and Procedures i.e., Section V).
10.	Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India” i.e. (Enclosed as Annexure-7 to Forms and Procedures i.e., Section V).

11.	Any Other Document asked for in the Bidding Document
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### 3.0 COMPLIANCE TO THE PROVISIONS OF THE BIDDING DOCUMENTS

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

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

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

- 3.2 We further declare that additional conditions, variations, deviations, if any, found in the bid, shall not be given effect to.

- 4.0 We undertake, if our bid is accepted, to commence the work immediately upon your Notification of Award to us.

- 5.0 We agree to abide by this bid for a **period 180 days** from the date of opening of Techno-Commercial bids as stipulated in the Bidding Documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

- 6.0 Until a formal Contract Agreement is prepared and executed between us, the bids, together with your written acceptance thereof in the form of your Notification of Award shall constitute a binding contract between us.

- 7.0 We understand that you are not bound to accept our bid or any other bid you may receive.

- 8.0 We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.

- 9.0 We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

- 10.0 We certify that all information furnished by the our Firm is true & correct and in the

event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Dated this..... day of .....

Thanking you,

Yours faithfully,

Date:

Place:

(authorised signatory Name).

(Designation)

Company Seal

**ANNEXURE - 2****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

Authorized signatory of the bidder

Name

Designation

Date

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

Date:

To,

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 from Page No. 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 do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by 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)

**DECLARATION FOR “NO DEVIATION”**

**(To be submitted on the Letter Head of the Bidder duly signed by Authorised Signatory)**

1. With reference to our Bid Proposal No. .... dated ..... For ...(Name of Package to be mentioned)....., 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 & Financial Bid and we declare that we have not taken any deviation / exceptions in this regard.
  
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 Financial Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing which the Bid Security shall be forfeited.

Yours faithfully,  
(Signature)

Date: Name & Designation.....

Place: Name of the Company.....

(Seal of Company) .....

**ANNEXURE-5**

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

Ref.

: Date:

To

Manager (C&M)  
Hindustan Urvarak & Rasayan Limited,  
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)  
Admin Building, HURL Campus,  
PO-HURL Fertilizer Plant,  
Gorakhpur-273007

Sub:

Bidding Doc. No.

Dear Sir,

I, Mr. .... (CEO of the company / MD of the company/ Authorized Signatory), 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) .....

**(FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY OF HURL)**

**(To be submitted on the Letter Head of the Bidder duly signed by Authorised Signatory)**

Ref. :

Date:

To

Manager (C&M)  
Hindustan Urvarak & Rasayan Limited,  
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)  
Admin Building, HURL Campus,  
PO-HURL Fertilizer Plant,  
Gorakhpur-273007

Sub: **FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY OF HURL**

Bidding Doc. No.

We have read the contents of the Fraud Prevention Policy of HURL displayed on its website <http://www.hurl.net.in> and undertake that we shall strictly abide by the provisions of the said Fraud Prevention Policy of HURL.

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Date : (Signature of Authorized Signatory) .....

Place : (Printed Name) .....

(Designation).....

(Company Seal) .....

**Model Certificate For Tenders For Works involving possibility of sub-contracting**  
**(TO BE SUBMITTED BY AUTHORISED SIGNATORY OF THE BIDDING**  
**COMPANY ON BIDDERS LETTER HEAD IN ORIGINAL)**

**Bid Ref No.:** .....

Bidder's Name and Address:

To,

Manager (C&M)  
Hindustan Urvarak & Rasayan Limited,  
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)  
Admin Building, HURL Campus,  
PO-HURL Fertilizer Plant,  
Gorakhpur-273007

**Dear Sir,**

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries as per the guidelines dated 23.07.2020 & 24.07.2020 issued by Department of Expenditure (DOE), Ministry of Finance; We hereby certify that we/our collaborator/ JV partner/ Consortium member/ Assignee is not from such a country and are eligible to be considered. We further certify that we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfill all the requirements in this regard.

Yours faithfully,

(Signature)

Date  
Place

Name & Designation.....  
Name of the Company.....  
(Seal of Company) .....

Note: - Bidders not furnishing this aforesaid declaration shall be considered to be from such Countries.

**PROFORMA FOR TERMS AND CONDITION**

Please fill in the blank space and send the same along with your offer in duplicate otherwise you're your offer will be either treated as non-responsive or suitably cost compensated for deficiencies as deemed fit by the corporation:

1.	Name of company / Firm	
2.	GST No.	
3.	HSN No	HSN code of each item must be given in separate sheet attached in BOQ
4.	NSIC / SSI Registration No. if any	
5.	Tender Enquiry no, Date and Due date	
6.	Offer / Quotation No. and Date	
7.	GST Rate	_____ Bidder shall indicate the GST here. If quoted Zero or Blank, Quoted Price shall be considered to be inclusive of GST as applicable & liable to be deducted from vendor's bill
8.	Delivery period	
9.	Mode of dispatch	
10.	Place of dispatch	
<b>WE CONFIRM ACCEPTANCE TOWARDS THE FOLLOWING</b>		
a)	Rate certificate	It is certified that the price quoted herein are same as applicable to another Govt. Depts. / PSU / Public Listed Company. Please submit a copy of PO placed by any PSU or Govt. organization in support of the item to be supplied.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

**Bid Security Form**

**Bank Guarantee**

(To be stamped in accordance with Stamp Act,  
if any, of the Country of the issuing Bank)

Bank Guarantee No...

Date...

To:

Manager (C&M)  
Hindustan Urvarak & Rasayan Limited,  
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)  
Admin Building, HURL Campus,  
PO-HURL Fertilizer Plant,  
Gorakhpur-273007

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No.....,  
M/s ..... having its Registered / Head Office at.....(hereinafter called the  
'Bidder' ) wish to participate in the said bid for [Name of Package] ...

As an irrevocable bank guarantee against Bid Security for an amount of ... ..  
(\*). valid for..... days from ..(\*\*).... required to be submitted by the Bidder as a  
condition precedent for participation in the said bid which amount is liable to be forfeited  
on the happening of any contingencies mentioned in the Bidding Documents.

We, the ... [Name & address of the Bank] ...having our Head Office at ... (#) ...  
guarantee and undertake to pay immediately on demand by..... .[Name of the  
Owner] (hereinafter called the Owner)... . the amount of ..(\*) .....without  
any reservation, protest, demand and recourse. Any such demand made by the 'Owner'  
shall be conclusive and binding on us irrespective of any dispute or difference raised by  
the Bidder.

This Guarantee shall be irrevocable and shall remain valid up to ... .(@).....  
If any further extension of this guarantee is required, the same shall be extended to such  
required period (not exceeding one year) on receiving instructions from M/s  
[Bidder's Name] ... .. on whose behalf this guarantee is issued.

Notwithstanding anything contained herein:

1. Our liability under this bank guarantee shall not exceed [Bid security amount]

2. This bank guarantee shall be valid up to [expiry date]
3. We are liable to pay the guaranteed amount or any part under this bank guarantee only and only if you serve upon us a written claim or demand on or before [claim expiry date of guarantee]”.

In witness where of the Bank, through its authorized officer, has set its hand and stamp on this.....day of.....at.....

(Signature)  
(Name)  
(Designation with Bank Stamp)

Authorized Vide Power of Attorney No...

Date...

NOTE:

1. (\*) The amount shall be as specified in the Bid Data Sheets.  
(\*\*) This shall be the date of opening of Techno-commercial bids.  
(#) Complete mailing address of the Head Office of the Bank to be given.  
(@) This date shall be forty-five (45) days after the last date of bid validity.
2. The Bank Guarantee shall be from a Bank as per relevant provisions of ITC clause of the Bidding Documents.
3. The Stamp Paper of appropriate value shall be purchased in the name of Bidder/Bank issuing the Guarantee.
4. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in relevant Form of Bank Guarantee Verification Check List enclosed in Section-VII of bidding document. Further, Bidders are required to fill up this Form and enclose the same with the Bank Guarantee.
5. HURL Bank details required for the purpose of issuance of Bank Guarantee are

Bank: SBI  
Current account no 36245010741,  
IFSC Code- SBIN0004803.

**Performance Security Form**

(To be stamped in accordance with Stamp Act if any, of the Country of the Issuing Bank)

Bank Guarantee No.....

Date.....

To,

Manager (C&M)  
Hindustan Urvarak & Rasayan Limited,  
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)  
Admin Building, HURL Campus,  
PO-HURL Fertilizer Plant,  
Gorakhpur-273007

Dear Sirs,

In consideration of the .....[*Owner's Name*]..... (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s .....[*Bidder's Name*]..... with its Registered /Head Office at ..... (hereinafter referred to as the 'Bidder', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Owner's Notification of Award No. .... dated..... and the same having been unequivocally accepted by the Bidder, resulting into a Contract bearing No..... dated ..... valued at ..... for ..... and the Bidder having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to .....(\*).....% ( ..... percent) of the said value of the Contract to the Owner.

We .....[*Name & Address of the Bank*].....having its Head Office at.....(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all monies payable by the Bidder to the extent of .....(\*)..... as aforesaid at any time upto .....(@)..... [*days/month/year*] without any demur, reservation, contest, recourse or protest and/or without any reference to the Bidder. Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

The Owner shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Bidder. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which

they might have against the Bidder, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Bidder or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Bidder and notwithstanding any security or other guarantee that the Owner may have in relation to the Bidder's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to .....(\*)..... and it shall remain in force upto and including .....(@)..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s .....[Bidder's Name}..... on whose behalf this guarantee has been given.

Dated this .....day of.....20..... at.....

**WITNESS :**

..... (Signature)	(Signature).....
..... (Name)	(Name).....
..... (Official Address)	..... (Designation with Bank Stamp)
	Attorney as per Power of Attorney No..... Dated.....

**Notes :** 1. (\*) This sum shall be ten percent (10%) of the Contract Price.

(@) This date will be ninety (90) days beyond the completion date for consultancy work as specified in the Contract.

2.The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank.

3.While getting the Bank Guarantee issued, the Bidder is required to ensure compliance to the points mentioned in relevant Form of Bank Guarantee Verification Check List. Further, the Bidder is required to fill up this Form and enclose the same with the Bank Guarantee.

4. The Bank Guarantee shall be from any Scheduled / Commercial Bank recognised by Reserve Bank of India.

**BANK GUARANTEE VERIFICATION CHECKLIST**

1. Bank Guarantee No.
2. Issuing Bank
3. Amount of BG
4. Nature of BG & No. Pages
5. Validity of BG
6. Package Description
7. Party & Contracts Ref.
8. Bank Reference

**CHECK LIST**

S.No.	Details of Checks	Yes/No
a)	Is the BG on non-judicial stamp paper of appropriate value, as per Stamp Act?	
b)	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the Bidder on whose behalf the BG has been issued).	
c)	In case the BGs from Banks abroad, has the BG been executed on Letter Head of the Bank, whether adhesive Stamp of appropriate value has been affixed thereon.	
d)	Has the executing Officer of BG indicated his name, designation and Power of Attorney No. / Signing Power No. etc. on the BG?	
e)	Is each page of BG duly signed/initiated by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witness under seal of Bank as required in the prescribed proforma?	
f)	Does the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
g)	In case of any changes in contents of text, whether changes are of minor/clerical nature	

(which in no way limits the right of HURL in any manner)?

- h) In case of deviations in text of BG, which materially affect the right of Owner, whether the changes have been agreed based on the opinion by Legal Department or BG is considered acceptable on the basis of opinion of Law Department already available on the similar issue.
- i) Are the factual details such as Bid Document No./Specification No. / NOA / LOA / Contract No., Contract Price, Percentage of Advance, Amount of BG and Validity of BG correctly mentioned in the BG?
- j) Whether overwriting / cutting if any on the BG have been properly authenticated under signature & seal of executant?
- k) Whether the BG has been issued by a Bank in line with the provisions of Bidding / Contract Documents?
- l) In case BG has been issued by a Bank other than Scheduled / Commercial Bank recognised by Reserve Bank of India, is the BG confirmed by a Bank in India acceptable as per Bidding / Contract Documents?

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Date : Signature.....

Place :

Printed Name of Authorized Person having Power of

Attorney.....

(Designation) .....

(Common Seal) .....

**Note :** The Bidder is required to fill up this form and enclose along with the Bank Guarantee