HINDUSTAN URVARAK & RASAYAN LIMITED (HURL)
NOTICE INVITING TENDER (NIT)
(OPEN DOMESTIC COMPETITIVE BIDDING)

FOR

Appointment of Integrator and Enterprise Level Solution Provider for Implementation of Integrated IT System for M/s Hindustan Urvarak & Rasayan Limited (HURL) at Three (3) Fertilizer Complexes at Gorakhpur (UP), Sindri (Jharkhand) & Barauni (Bihar)

NIT NO. : PNMM/PC172/E/IT/001

PREPARED AND ISSUED BY

PROJECTS & DEVELOPMENT INDIA LTD.
(A Govt. of India Enterprise)
PDIL Bhawan, A-14, Sector-1,
NOIDA-201301, U.P., India

LETTER INVITING BID

NIT NO.: PNMM/PC172/E/IT/001

SUBJECT: Appointment of Integrator and Enterprise Level Solution Provider for Implementation of Integrated IT System for M/s Hindustan Urvarak & Rasayan Limited (HURL) at Three (3) Fertlizer Complexes at Gorakhpur (UP), Sindri (Jharkhand) & Barauni (Bihar)

Projects and Development India Limited (**PDIL**), on behalf of Hindustan Urvarak & Rasayan Ltd. (**HURL**), has the pleasure of inviting eligible indigenous bidders to submit Bid ONLINE through Central Public Procurement (CPP) Portal in Single Phase Two Bid System, for the subject Project in compliance with the NIT.

The entire set of Bidding documents (NIT) is placed on the website of HURL http://HURL.net.in, Website of PDIL www.pdilin.com, and CPP Portal http://eprocure.gov.in/cppp/.

A. Background

Hindustan Urvarak & Rasayan Limited (HURL) herein after referred to as HURL is a newly formed joint venture organization carrying high strategic importance, incorporated on 15th June 2016 as Joint Venture Company by Coal India Limited (CIL), NTPC Limited (NTPC) and Indian Oil Corporation Limited (IOCL) as the lead promoters with Fertilizer Corporation of India Limited (FCIL) & Hindustan Fertilizer Corporation Limited (HFCL) as other two Partners. The prime objective of HURL is to establish and operate state of the art environment friendly and energy efficient Natural Gas based new Fertilizer Complexes (Ammonia-Urea) of 2200 MTPD Ammonia and 3850 MTPD Urea (1.27 MMTPA neem coated urea) at each of the three locations i.e. Gorakhpur & Sindri units of FCIL and Barauni unit of HFCL.

HURL has appointed Toyo Engineering as the LSTK contractor for Gorakhpur unit and Technip L&T as the contractor for Sindri and Barauni units. Each project has been sub divided into 30 packages. HURL has also appointed PDIL as Project Management Consultant (PMC) for all the three projects. Their role largely would be project management, design reviews, site supervision and commissioning support at project level.

Project Site	Start Date	Contractors	Estimated Completion
Gorakhpur	27 Feb 2018	Toyo Engineering	Feb 2021
Sindri	18 May 2018	Technip L&T	May 2021
Barauni	18 May 2018	Technip L&T	May 2021

Production of **'Neem Coated Urea'** from HURL plants will contribute significantly to the country's agricultural growth, hence contributing to GDP. "Government is committed towards doubling farmers' income by 2022" and HURL plays a pivotal role in this government endeavour.

Completing the projects at the stated three locations on time has national level strategic importance, hence HURL intends to establish a robust execution mechanism encompassing the important elements of **Governance, People and tools & Technology** supporting actionable insights for continuous management decisions.

B. Objective & Context

It is essential that such a marquee program achieves its desired objectives in a time-bound manner and within the stipulated budget. To attain that, a robust execution mechanism is necessary to bring standardized systems and processes in place for successful project delivery**.**

HURL desires to appoint an Integrator and Enterprise Level Solution Provider (IESP), who would not only bring experience in project implementation across the project lifecycle for large infrastructure projects but also should have supported implementation of such large initiatives.

In this context, HURL is looking for an IESP who would work on this engagement and:

- Has in-depth understanding of project governance and controls
- Can work the best alongside the project team and provide management team the insights to strengthen their decision making capability for smooth project execution
- Acts as an independent agency providing risk identification and mitigation measures for the project
- Has credible experience in providing similar services to various industry leaders
- Possesses qualified and experienced resources with required domain, system and project management experience

As the overall program comprises of multiple sites and contract packages that are closely interconnected, it is imperative that management controls at both, the program and the project level, are used to monitor, track and expedite the project going forward. The selected consultant for setting up and implementing the project shall jointly work in an integrated manner with the HURL team and their appointed PMC(s) for specific sections. HURL also intends to provide substantive resources to facilitate the implementation of this initiative from the start.

C. Salient Features of NIT

1.	Name of the Work	Appointment of Integrator and Enterprise Level Solution Provider for Implementation of Integrated IT System for M/s Hindustan Urvarak & Rasayan Limited (HURL) at Three (3) Fertlizer Complexes at Gorakhpur (UP), Sindri (Jharkhand) & Barauni (Bihar)
2.	Location of the Work	Gorakhpur, Sindri, Barauni, Head Office (Delhi)
3.	Contract Period	As per NIT
4.	NIT No.:	**PNMM/PC172/E/IT/001**
5.	Issue Date	17.08.2018
6.	Date of Pre-Bid Meeting	27.08.2018
7.	Due Date & Time for Submission of Techno- Commercial Bid and Priced Bid (ONLINE through CPP)	10.09.2018, 15:00 Hrs
8.	Date & Time of opening of EMD and Techno- Commercial Bid at PDIL, NOIDA	11.09.2018, 15:00 Hrs
9.	Earnest Money Deposit (EMD)	**INR.** 8,75,000/-(Rupees Eight Lakh Fifty Nine Thousand only)
10.	Submission of EMD along with Letter of Undertaking, No Deviation Certificate and Integrity Pact(all these documents **in** Original)l, at PDIL NOIDA	On or before 10.09.2018, 15:00 Hrs
11	Address for Communication with:	

11.1	Projects & Development India Limited (PDIL)	Projects & Development India Limited Materials Management Department P.D.I.L Bhawan, A-14, Sector-1,NOIDA, India Kind Attention: Mr. P R Sahu, Addl. General Manager (M.M) Tel no. : 0120-2544063,2529842, Extn. 301 Fax no. : +91-120-2529801 E-mail : prsahu@pdilin.com
11.2	Hindustan Urvarak & Rasayan Limited (HURL)	Hindustan Urvarak & RasayanLimited Core-2, 2nd Floor, Scope Minar, Laxmi Nagar District Centre, Delhi-92 Kind Attention : Mr.Suhas Datta General Manager (Contracts) Tel no. : 011-22502267 E mail : suhasdatta@HURL.net.in
12.0	NIT overview on websites	NIT is available on the following websites: www.HURL.net.in; www.pdilin.com www.eprocure.gov.in

D. NIT CONSISTS OF DOCUMENTS AS PER THE FOLLOWING MASTER INDEX:

INDEX		
ATTACHMENTS		
1.	ATTACHMENT-I	PRE-QUALIFICATION CRITERIA FOR BIDDERS(PQC)
2.	ATTACHMENT-II	INSTRUCTION TO BIDDERS (ITB)
3.	ATTACHMENT- III	GENERAL CONDITIONS OF CONTRACT(GCC)
4.	ATTACHMENT- IV	SPECIAL TERMS AND CONDITIONS(SCC)
5.	ATTACHMENT- V	TECHNICAL SPECIFICATIONS (TS)
6.	ATTACHMENT- VI	SCHEDULE OF RATES (SOR)
ANNEXURES		
1.	ANNEXURE-1.01	EXPERIENCE CRITERIA FOR PQ
2.	ANNEXURE-1.02	FINANCIAL CRITERIA FOR PQ
3.	ANNEXURE-1.03	PROFORMA OF LETTER OF UNDERTAKING
4.	ANNEXURE-1.04	COMMERCIAL QUESTIONNAIRE
5.	ANNEXURE-1.05	NO DEVIATION CERTIFICATE FORM
6.	ANNEXURE-1.06	DETAILS OF SIMILAR WORKS EXECUTED
7.	ANNEXURE-1.07	CURRENT COMMITMENTS OF THE BIDDER
8.	ANNEXURE-1.08	CONTENTS OF BID AND CHECK LIST
9.	ANNEXURE-1.09	PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)
10.	ANNEXURE-1.10	PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE/ SECURITY DEPOSIT
11.	ANNEXURE-1.11	PROFORMA OF BANK GUARANTEE FOR ADVANCE PAYMENT/ PROGRESS PAYMENT
12.	ANNEXURE-1.12	FORMAT FOR CONTRACT AGREEMENT
13.	ANNEXURE-1.13	FORM FOR INTEGRITY PACT

14.	ANNEXURE-1.14	FORMAT FOR EFT DETAILS
15.	ANNEXURE-1.15	GENERAL GUIDELINES FOR GST
16.	ANNEXURE-1.16	FORMATFOR FINANCIAL CAPABILITY OF BIDDER
17.	ANNEXURE-1.17	FORMAT FOR BIDDER NOT UNDER LIQUIDATION, COURT RECEIVERSHIP OR SIMILAR PROCEEDINGS

1. The bidder shall submit the bid ONLINE through Central Public Procurement (CPP) Portal. However, Earnest Money Deposit (EMD), No Deviation Certificate and Integrity Pact, **in original,** shall be submitted at PDIL, Noida on or before the above mentioned time.

2. OWNER / CONSULTANT reserve the right to accept/reject any or all Bids without assigning any reason whatsoever.

3. Bids complete in all respects should be uploaded timely on the CPP Portal on or before the Bid Due Date and time. Bids through other media viz Fax / E-mails will not be accepted. OWNER / CONSULTANT take no responsibility for loss or non/late-receipt of EMD, No Deviation Certificate and Integrity Pact, all in Original, sent by post/courier. Please be noted that all the dates mentioned herewith are firm and OWNER/CONSULTANT expect strict adherence, since this is a priority project.

4. Transfer of Bidding Document is not permissible.

5. Bidder may depute their representative with proper authorization letter to attend opening of bids.

6. Eligible bidders are requested to confirm their intention, within seven (07) days from the date of issuance of NIT, to participate in subject bidding through a letter or fax message or e-mail.

Thanking you,

On behalf of
Hindustan Urvarak & Rasayan Ltd.

LEENA BANSAL

Digitally signed by LEENA BANSAL
DN: c=IN, o=PROJECTS AND DEVELOPMENT INDIA LIMITED, 2.5.4.20=0bf74d112276135bd176e4e1beb27ecc61dc8cb06090f8550a6dabc0b0946edf, ou=MM, CID - 4595423, postalCode=201301, st=Uttar Pradesh, cn=LEENA BANSAL
Date: 2018.08.17 18:40:02 +05'30'

(LEENA BANSAL)
Dy. General Manager (M.M)
Projects & Development India Ltd

HINDUSTAN URVARAK & RASAYAN LIMITED (HURL)

ATTACHMENT-I

PRE-QUALIFICATION CRITERIA (PQC)

FOR

Appointment of Integrator and Enterprise Level Solution Provider for Implementation of Integrated IT System for M/s Hindustan Urvarak & Rasayan Limited (HURL) at Three (3) Fertilizer Complexes at Gorakhpur (UP), Sindri (Jharkhand) & Barauni (Bihar)

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ATTACHMENT-I

PRE-QUALIFICATION CRITERIA (PQC)

S. No.	Details	Documents Required
PQC (Technical)		
PQ1	The Bidder shall be a company / corporate body incorporated under the Companies Act, 1956 or the Companies Act, 2013 or a limited liability partnership (LLP) incorporated under the Limited Liability Partnership Act. 2008. Authenticated copies of the constitution of the company viz. .	Certificate of Incorporation/ Registration shall be submitted by the bidder. by bidder as per attached format.
PQ1.1	The Bidder should not have been blacklisted / debarred/ by Indian Government / Indian Government Board / Indian Government Corporation / Indian Government Company / Indian Statutory Body / Indian PSU company at the time of submitting the bid.	Bidder shall submit a Declaration as per **ANNEXURE-1.03** for Proforma of Letter of Undertaking
PQ2	The Bidder shall be CMMi level 3 (in software Development) and ISO 9001:2008/2015 certified at the time of bid submission.	Copy of certification which is valid on date of submission
PQ3	The bidder must have experience of having successfully completed similar Projects during last seven (7) years ending last day of the month previous to the one in which Tender/Bid has been invited. <u>Definition of Similar projects</u>: Implementation of IT Solution including Software Development & implementation, Operation & Maintenance, and Training & Change Management, system integration. <u>Experience of similar work should be either of the following</u>: One(01) similar project of value INR 5.6 crore OR Two(02) similar projects of value INR 3.5 crore each OR Three(03) similar projects of value INR 2.8 crore each	Project Citation as per **ANNEXURE-1.01 i.e. EXPERIENCE CRITERIA FOR PQ** supported with Work Order. AND Proof of Go-live / Project Completion Certificates/ Ongoing Project (at least go-Live has been achieved) along with Satisfactory Certificate from client.
PQ4	For at least 1 assignment, in the last seven (07)	Project Citation as per Annexure-IX supported with

	years in India, the bidder should have successfully undertaken assignments (with each assignment either completed or ongoing for at least previous 12 months) pertaining to a. Project dashbording, exception generation & development of integrated MIS reporting templates b . Analysis of Engineering, Procurement, Installation program w.r.t base plan, c. Risk Management, d. Project Monitoring & control for large capital Infrastructure projects with project value more than INR 3000 Cr in any of the sector below :- • Fertilizer Sector • Oil & Gas sector • Steel Sector • Power(Generation/ Transmission) Sector The project shall be of green field or brown field nature. <u>Experience of similar work should be either of the following</u>: One(01) similar project of value INR 5.6 crore OR Two(02) similar projects of value INR 3.5 crore each OR Three(03) similar projects of value INR 2.8 crore each	Work Order /Client certificates/ any other supporting documentary evidence.
PQ5	The Bidder shall be a single entity. Normally experience and copy of certificate of the bidding entity shall be preferred. However, if the bidding entity is submitting experience and copy of the certificate of its branch office/ parent/ sister/ member of same network or member of same global firm, it may be considered provided a certificate is given by the bidding entity mentioning that they would be able to draw international resources/expertise from them as and when required to fulfill the commitments. A job executed by a bidder for its own plant/projects shall not be considered as experience for the purpose of meeting requirement of experience criteria of the tender. However, jobs executed for Subsidiary/ Fellow Subsidiary/ Holding company will be considered as experience for the purpose of meeting experience criteria 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. Such bidders shall	YES/NO If Yes, bidder to furnish declaration on Co's Letter Head.

	submit these documents in addition to the documents specified in the PQ Documents to meet Experience Criteria. Sub-contracting is permitted by the Integrator and Enterprise Level Solution Provider (IESP) with the consent of OWNER	
PQ6	The bidder should have a team of minimum 10 Nos. Project Management Professional (PMP) and should have experience of API integration and Analytics / Dashboard and Enterprise Project Management solutions.	Copy of certification / work order/ client testimonial which is valid on date of submission
PQC (Financial)		
PQ7	The average annual gross turnover of the bidder from professional fees during the last three financial years (2015-16, 2016-17 and 2017-18*) should not be less than Rs. 70 Cr (Rupees Seventy Crores). *For 2017-18, if audited annual report is not available, the bidder shall submit annual report of 2014-2015	To meet the Financial criteria, the bidder is required to submit copy of Audited Annual Reports (Balance Sheet and Profit & Loss Account) for the last 03(three) along with the Bid/Proposal. Bids/Proposals without audited annual accounts are liable to be rejected.

The criterion mentioned above are mandatory for bidder qualification. A bidder not meeting any of the clause of the qualifying criteria shall not be considered for further evaluation of their bid.

AUTHENTICATION OF ALL DOCUMENTS SUBMITTED AGAINST PQC

All documents in support of Technical criteria of PQC to be furnished by the bidders shall necessarily be:

Duly certified / attested by Notary Public with legible stamp

In support of Financial criteria of PQC, bidder is required to submit following:

Shall submit under Chartered Accountant (CA) Letter head “Details of Financial capability of Bidder” in prescribed format (as per **ANNEXURE-1.16**), duly signed & stamped. Further, a copy of Audited Annual Financial Statements submitted in bid shall be duly certified / attested by Notary Public with legible stamp

Note: The Authentication of PQC Documents of the Bidders Qualified may be checked through Original documents.

HINDUSTAN URVARAK & RASAYAN LIMITED (HURL)

ATTACHMENT-II

INSTRUCTION TO BIDDERS (ITB)

FOR

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NIT NO. : PNMM/PC172/E/IT/001

1.0 The bidder who meets the Pre-Qualification Criteria as per **ATTACHMENT-I** of NIT and intents to quote, shall submit the bid ONLINE through Central Public Procurement (CPP) Portal. The entire set of Bidding document is also placed on the website at OWNER http://OWNER.net.in, PDIL website www.pdilin.com, and CPP Portal http://eprocure.gov.in/cppp/.
However, Earnest Money Deposit (EMD), Letter of Undertaking,, No Deviation Certificate and Integrity Pact (all these documents) **in original,** shall be submitted at PDIL, NOIDA on or before Bid Opening Date & Time.

2.0 **BIDDING DOCUMENTS (NIT)**

2.1 The bidder is expected to examine the bidding documents, including LIB and all instructions, Pre-Qualification Criteria mentioned there in, Forms, Annexure, Terms and Conditions of Contract, Specifications, Drawings and other documents and to fully familiarize itself with the requirements of the bidding documents. Failure to furnish all the information required by the Bidding Documents or the submission of a bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.

2.2 **Joint Venture / Consortium Bids are not acceptable.**

3.0 **AMENDMENT OF BIDDING DOCUMENTS**
Bidders shall examine the Bidding documents thoroughly and incase of any apparent conflict, discrepancy or error in the Bidding documents, the same shall be brought to to the OWNER's notice (for suitable clarification/amendment, as required) in the form of queries, preferably 3 days prior to the deadline for submission. In response to the same, the OWNER/CONSULTANT shall submit the clarification.
At any time prior to the deadline for submission of bids, the OWNER may, for any reason whether at its own initiative or in response to a clarification or modification requested by any prospective Bidder(s), modify the Bidding documents, if required.
Notice of issuance of any Amendment to the bidding document (Corrigendum/Addendum/Amendment) if any, shall be uploaded on PDIL website and shall not be advertised in press. The same shall also be notified in the websites of HURL. Bidders are therefore advised to visit the website regularly for downloading the details of amendment to bidding document. The Bidders will be required to acknowledge notification of any such amendment to the Bidding documents. Bidders shall confirm the inclusion of Addendum/Corrigendum in their bid and shall follow the instructions issued along with addendum/corrigendum.
In order to afford Bidders reasonable time to take the amendment, issued prior to submission of Bids, into account in preparing their Bids, OWNER may, at its discretion, extend the deadline for the submission of Bids.

4.0 **TIME SCHEDULE:**
Bidder shall be required to complete the WORK under the CONTRACT in accordance with Time Line detailed in ATTACHMENT- V TECHNICAL SPECIFICATIONS (TS), further detailed as below:

Phase-1(PART_A)	Three (03) months
Phase-2 (PART_B)	Twenty two (22) months for Gorakpur Project and Twenty Four (24) Months for Barauni and Sindri Projects each

EFFECTIVE DATE OF CONTRAT: shall be the date of issuance of LOI (Letter of Intent) by the Owner.
The basic consideration and essence of the Contract is the strict adherence to the time schedules for performing the specified works as stipulated in the Contract.

5.0 **PRE-BID CONFERENCE**:
Employer at its discretion may organize a pre-bid conference with the prospective Bidders at the place, date and time as indicated in NIT. The purpose of the conference will be to clarify

the package related issues and to respond to the Bidder's queries, which may arise from the Bidding Documents, site visit etc.

The Bidders are required to submit their questions/ clarifications/queries etc. through e-mail or by post or by fax, so as to reach the Employer at least one week before the pre-bid conference. It may not be practicable at the conference to answer the questions which are received late.

Any modification to the Bidding Documents which may become necessary as a result of the pre-bid conference shall be made by the Employer exclusively through an amendment to the Bidding Documents.

Non-attendance of the pre-bid conference will not be a cause for disqualification of a Bidder or his bid.

6.0 **COMPLIANCE TO ALL PROVISIONS OF BIDDING DOCUMENTS/ NO DEVIATION**:

The Bidders are advised that while making their Bid proposals and quoting prices, all conditions of bidding documents read in conjunction with its subsequent amendments / clarification issued by Owner, may appropriately be taken into consideration. No deviation, whatsoever, is permitted by the Employer to the provisions of Bidding Documents and its subsequent Amendment(s) / Clarification(s) / Addenda / Errata if any, issued by the Employer.

Bidders are required to certify their full compliance to the complete Bidding Documents and its subsequent Amendment(s) / Clarification(s) / Addenda / Errata if any, issued by the Employer by submitting the 'No Deviation Certificate' as per **ANNEXURE-1.05**.

Submission of **ANNEXURE-1.05** (No deviation certificate) shall be considered as Bidder's confirmation that any deviation to the Bidding Documents found anywhere in their Bid Proposal, implicit or explicit shall stand unconditionally withdrawn, without any cost implication whatsoever to HURL, failing which the bid shall be rejected and Bid Security shall be forfeited.

7.0 **INTEGRITY PACT**

Bidders are required to unconditionally accept the "Integrity Pact (IP)", as per Annexure-1.13, (executed on plain paper) and submit the same duly signed on all pages by the bidder's authorized signatory along with the EMD / Documentary evidences in support of EMD exemption for MSEs & PSEs. In case, **ANNEXURE-1.13** duly signed & stamped is not found in the sealed envelope / techno-commercial bid and / or is not found as per the format required as per the bidding document, the bidder will be asked to furnish the same before price bid opening. Failure to comply with this requirement, the bid shall be rejected.

8.0 **PREPRATION AND SUBMISSION OF BID**

8.1 Language of Bid

The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged between the Bidder and the Owner shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English language in which case, for purposes of interpretation of the bid, the translation shall govern.

9.0 **DOCUMENTS COMPRISING THE BID**

Single Stage Two Covers bidding procedure shall be followed in subject tender. Bidders are required to submit their proposal in following two (2) parts –

i) "Cover-1 (Techno-Commercial Bid)

ii) "Cover-2 (Price Bid/.Financial Bid),

The last date and time of submission of 'Cover-1 (Techno-Commercial) Bid) and Cover-2 (Price Bid / Financial Bid) shall be as stipulated in the Bidding Document/ subsequent communication in writing from the Owner.

Initially, Cover-1 (Techno-Commercial Bid) shall be opened at the date and time specified in the Bidding Document for the subject package or amended date and time as intimated by the Owner. During this period, Cover-2 (Price Bid /Financial bid) shall not be opened.

Bidders may please note that Techno-Commercial Bid should not contain any Price entry.

Cover-1 (Techno-Commercial Bid): shall be evaluated for completeness and in regard to fulfillment of Pre-Qualification Criteria and Technical Evaluation Criteria.

Cover-2 (Price Bid/ Financial bid): Bid of the Bidders whose Techno Commercial Bids considered are found to be responsive and meets the of Pre-Qualifying Criteria and Technical Evaluation criteria shall be opened at a later date and time, which shall be intimated in writing separately by the Owner/PDIL

9.1 Bidders to submit the bids **online** through the Central Public Procurement Portal for e- Procurement at https://eprocure.gov.in/eprocure/app) as detailed below

1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-procurement / e-tender portal is a prerequisite for e-tendering.

2) Bidder should do the enrollment in the e-procurement site using the "Click here to Enroll" option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email_id. All the correspondence shall be made directly with the contractors/bidders through email_id provided.

3) Bidder need to login to the site thro' their user ID/ password chosen during enrollment/registration.

4) Then the Digital Signature Certificate (Class II or class III Certificates with signing key usage) issued by SIFY / TCS / nCode / eMudra or any Certifying Authority recognized by CCA India on eToken / SmartCard, should be registered.

5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.

6) Contractor/Bidder may go through the ITB / tenders published on the site and download the required ITB documents/schedules for the tenders he/she is interested.

7) After downloading / getting the ITB / Tender document/schedules, the Bidder should go thro' them carefully and then submit the documents as asked, otherwise bid will be rejected.

8) If there are any clarifications, this may be obtained online thro' the tender site, or thro' the contact details. Bidder should take into account the corrigendum published before submitting the bids online.

9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the eToken / SmartCard to access DSC.

10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.

11) From my tender folder, he / she selects the tender to view all the details indicated.

12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.

13) 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/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, permitted. Bidder Bid documents may be scanned with 100 dpi with black and white option. However of the file size is less than 1 MB the transaction uploading time will be very fast.

14) If there are any clarifications, this may be obtained through the sits, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.

15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. this will facilitate the bid submission process faster by reducing upload time of bids.

16) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.

17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid Covers.

18) The bidder has to select the payment option as offline to pay the Tender FEE / EMD as applicable and enter details of the instruments.

19) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

20) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.

21) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. the Price Bid / BOQ template must not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for the tender.

22) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). the TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

23) After the bid submission (i.e after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

24) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. the bidders should follow this time during bid submission.

25) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during id submission & not be viewable by any one until the time of bid opening.

26) 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.

27) The confidentiality of the bids is maintained since the secured Socket Layer 128 confidentiality technology is used. Date storage encryption of sensitive fields is done.

28) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

29) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallel for any further queries, the bidders are asked to contact over phone: 1-800-233-7315 or send a mail over to cppp-nic@nic.in.

9.2 Bidders are required to submit **online** their bids under two (02) Covers as detailed below:

(Cover-1) Techno-Commercial Bid

1.1) EMD/Bid Security along (As per **ANNEXURE-1.09**) with 'No Deviation Certificate' (As per Annexure-) and Letter of Undertaking (As per **ANNEXURE-1.03**) and Integrity Pact(As per **ANNEXURE-1.13**) (to be submitted in a separate sealed envelope in original before the stipulated bid submission closing date and time

1.1.1) **ANNEXURE-1.14**, **FORMAT FOR EFT DETAILS** for on line payment, all the details duly filled in.

1.2) **Un-priced Technical and Commercial Bid** which comprises the following documents:

1.2.1) Documents in support of 'Eligibilty Criteria"a" as per **ANNEXURE-1.01**, attached.

1.2.2) Complete ITB documents duly signed & stamped in each page and all Annexures duly filled in.

1.2.3) **Price Confirmation Copy** - A copy of **SCHEDULE OF RATES (SOR)** (**ATTACHMENT- VI**), keeping price blank (hiding the price) and in place indicating "Quoted" or "√ ", as a confirmation of price quoted against the enquired item and all applicable Taxes & Duties, shall be submitted

1.2.4) Copy of Check List as **ANNEXURE-1.08** enclosed, duly filled by the bidder making all the points clear and not leaving any voids.

1.2.5) Photo copy of PAN card.

1.2.6) A Copy of GST registration certificate

1.2.7) Any other document as per the requirement specified in the ITB

Cover-2 (Price Bid /Financial Bid)

Schedule of Rates (SOR) as per **ATTACHMENT- VI**, with quoted price in Rs. and Taxes & Duties, as applicable, signed and stamped.

10.0 **PRICE BASIS**

10.1 Bidders shall quote the Lumpsum fee and Man month Charges for the entire scope of services (covered in the Bid Documents) on firm price basis which shall remain firm during the entire period of contract..

10.2 Bidder should quote the lump sum price and man month charges for the entire scope of services for as per HURL Specification and Scope of Services. The aforesaid lump sum price and man month charges/rate should be on firm price basis and should be inclusive of all Taxes, Duties and Levies, etc. except GST. GST shall be reimbursed at actuals.
.
Further, the quoted lump sum price and man month charges shall also include all related expenses such as traveling expenses, administrative charges, Laboratory charges, Documentation charges, License fees, profit, overheads and other incidental expenses of whatsoever nature that may be required to be incurred by the Consultant in connection with the Assignment. HURL will not bear any expenditure, whatsoever, on this account.

11.0 **BID PRICE**

11.1 Bidders shall quote their Prices/fees for Part-A work on Lumpsum basis and quote their Prices/fees for Part-B work on Monthly Charges basis, for the entire scope of services (covered in the Bid Documents) These fees/Prices shall remain firm during the entire period of contract. Bidder shall necessarily quote the prices for both Part-A and Part-B Work of SOR. In case, the bidder does not quote for Part-B work of SOR, his bid shall be rejected .

12.0 **CURRENCY OF BID**
The quoted prices /rates be should be in Indian Rupees and all payments shall be made in Indian Rupees irrespective of the Currencies in which the Consultant incurs the expenditure during the execution of the Assignment.

13.0 **EARNEST MONEY DEPOSIT (EMD) /BID SECURITY**

13.1 Bids must be accompanied with 'Earnest Money Deposit (EMD) / Bid Security' Rs 8,59,000/-(Rupees Eight Lakh Fifty Nine Thousand only) in the form of 'Demand Draft' or 'Banker's Cheque or Bank Guarantee (BG) issued by any Nationalized / Schedule Bank of RBI.

13.2 In case EMD is submitted in form of BG, then the EMD offered shall be an irrevocable Bank Guarantee, issued by any Nationalized /Schedule Bank of RBI on a non judicial stamp paper of appropriate value. Proforma of the Bank Guarantee is enclosed as **ANNEXURE-1.09**.

13.3 The Bank Guarantee shall be valid for a period of three (3) months beyond validity of the Bid. The Bank Guarantee shall be extended suitably if there is a delay in awarding the contract. The relevant extension shall be on Bidders' account.

OR

EMD can also be furnished in the form of Demand Draft in favour of **M/s. Hindustan Urvarak & Rasayan Limited, payable at Delhi** for the prescribed value.

EMD will not carry any interest.

13.4 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012.

13.5 In support of claiming the exemption of EMD/Bid Security, the bidders shall submit Documentary evidence, that, the bidder is a Micro or Small Enterprises registered with District Industries Centers and MSEs who are having Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro, Small and Medium Enterprises.

13.6 If the bidder does not provide the appropriate document or any evidence to substantiate the above, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy, 2012.

13.7 The bid must be accompanied by EMD in original. The owner allows only those bids to be opened whose EMD/Bid security in original / Documentary evidences in support of claiming EMD/Bid Security exemption for MSE has been received by the owner before the Techno-Commercial bid opening.

13.8 EMD shall be refunded:

- To the unsuccessful bidders after acceptance of order by the successful Bidder or when the Bidding process is cancelled by OWNER /PDIL, as the case may be.

- To the successful bidder(s) after deposition of Security money/ confirmation by the Bank of the Security cum Performance Guarantee submitted by bidder

No interest shall be payable on EMD.

13.9 The EMD shall be forfeited and appropriated without prejudice to any other right or remedy to OWNER/PMC under the following conditions:

a) If a Bidder withdraws his Bid during its validity or extended validity period, if any.

b) If the bid is varied or modified unilaterally by the bidder during the validity or extend validity period.

c) Any effort by the bidder to influence the Owner on bid evaluation, bid comparison or contract award decision.

d) If a bidder is found to have furnished Mis-representation or wrongful declaration/ presentation of qualifying data and other facts in their Bid.

e) In the case of a successful Bidder, if the Bidder fails to accept / duly sign the Work Order within the stipulated timeframe.

OR

If the successful bidder is seeking modifications to the agreed terms and conditions after issue of Letter of Intent ("LOI")/ Work Order.

OR

If the successful bidder fail to furnish Security cum Performance Bank Guarantee within 15 days of issuance of the LOI/ Work Order.

13.10 Bidders shall submit their EMD / Documentary evidences regarding the exemption of EMD along with No Deviation Certificate, Letter of Undertaking and Integrity Pact(all these documents to be submitted in original at the following address.

The envelope shall be super scribed with:

" No Deviation Certificate, Letter of Undertaking and Integrity Pact **for Nit no. …… for ……"**

PROJECTS & DEVELOPMENT INDIA LTD.
(A Govt. of India Enterprise)
PDIL BHAWAN, A-14, SECTOR-1,
NOIDA-201301, U.P., INDIA

Kind Attention: HOD(MM)
EPBAX No. + 91-120-2529842/3
Fax no. + 91-120-2529801 / 91
E-mail : prsahu@pdilin.com

14.0 **PERIOD OF VALIDITY OF BID ("TECHNO-COMMERCIAL BID" AND "PRICE BID")**

The Bid (both "Techno-Commercial Bid" and "Price Bid") shall be valid for Owner's acceptance for at least a period of four (4) months from the date of opening of Cover-I (Techno-Commercial) Bid, during which the Bidder shall not vary, alter or revoke his Bid as a whole or in part. The Owner does not bind itself to accept the lowest or any bid or to give reasons for their decision.

In exceptional circumstances, the Owner may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing by post or by telefax or by cable followed by post confirmation. If a Bidder accepts to extend the period of bid validity, the validity of Bid Security shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will not be required nor permitted to modify its Bid.

15.0 **SIGNING OF BIDS/ OFFERS**

15.1 The bid, consisting of the documents listed in ITB shall be signed by the Bidder or a person(s) duly authorized to bind the Bidder to the contract. The authorization shall be indicated by written power of attorney as per ITB. The offer must contain the name, designation and place of business of the person or persons making the offer.

15.2 A power of attorney, duly notarized by a Notary Public, indicating that the person signing the bid has the authority to sign both the bids (i.e. Techno- Commercial Bid and Price Bid) and that the bid is binding upon the Bidder during the full period of its validity in accordance with ITB shall be furnished along with the Envelope-I (Techno-Commercial) bid.

(The Authority of the person(s) issuing the Power of Attorney / Board Resolution in this regard shall also be submitted).

15.3 Offers by Corporation/ Company must be signed with the legal name of the Corporation/ Company by the President, Managing Director or by the Secretary or other person or persons authorized to furnish offer on behalf of such Corporation/ Company in the matter.

15.4 The Consultant's name stated on the proposal shall be the exact legal name of the firm.

15.5 Offers not conforming to the above requirements of signing may be disqualified.

16.0 **DEADLINE FOR SUBMISSION OF BIDS**

Bids must be submitted no later than the time and date stated in the Bidding Document/ subsequent communication in writing from the Owner. The bid submission should be completed well in advance of the specified time.

The Owner may, at its discretion, extend this deadline for submission of bids, in which case all rights and obligations of Owner and Bidders will thereafter be subject to the deadline as extended.

Bidders are advised to make sure that the Bid submission is completed well in advance

before the stipulated time for Bid submission.

17.0 **LATE EMD /BID SECURITY**

If the Bid Security of a bidder is not received by the Owner before the stipulated date and time of opening of Techno-commercial bid, its bid will be rejected and the Bid shall not be opened.

18.0 **MODIFICATION AND WITHDRAWAL OF BIDS**

18.1 The Bidder may modify or withdraw its bid after submission, provided that written notice of the modification or withdrawal is received by the Owner prior to the deadline prescribed for bid submission.

18.2 A Bidder wishing to withdraw its bid shall notify the Owner in writing prior to the deadline prescribed for bid submission. A withdrawal notice may also be sent by post or by tele fax or cable followed by post confirmation not later than the deadline for submission of bids but it must be followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids. The notice of withdrawal shall

(a) be addressed to the Owner at the address at Clause 14.0 above
(b) bear the Bid/ Package Name, the NIT number, and the words "Bid Withdrawal Notice."

18.3 Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid.

18.4 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB. Withdrawal, cancelling or varying any item thereof, of a bid during this interval may result in the Bidder's forfeiture of its Bid Security.

19.0 **OPENING OF COVER-1 (TECHNO-COMMERCIAL) BIDS**

19.1 The Owner will first open, only Techno-Commercial Bid in the presence of bidders' representatives who choose to attend the opening at the time, on the date and at the place specified in the Bidding Document/ subsequent communication in this regard from the Owner/PDIL. In the event of the specified date for the opening of Techno-Commercial Bids being declared a holiday for the Owner, the bids will be opened at the appointed time on the next working day.

19.2 The Owner shall first open the EMD/Bid Security along with the No Deviation Certificate and Letter of Undertaking and Integrity Pact (submitted in separate sealed envelopes), of all the bidders.

The Owner shall open the envelopes containing EMD/Bid Security first. The Owner shall allow only those bids to be opened whose EMD/ Bid Security has been received in HURL in original and is of adequate value and acceptable as per conditions of the Bid Documents.

If the EMD/ BID SECURITY submitted by the Bidder has the discrepancies with respect to the format enclosed/conditions with the bidding documents, the OWNER will inform the Bidder who shall have to rectify the same before the date of opening of the Price Bid. In case the Bidder fails to rectify the BID SECURITY, its Bids will be rejected and the Bidder will be informed to take back its Bid, including the Price Bid.

The date and time for opening of Price Bids shall be intimated separately by Owner after completion of evaluation of Techno-Commercial Bids.

19.3 All important information and other such details as the Owner, at its discretion, may consider appropriate, will be announced during the opening of Techno Commercial Bids.

19.4 Bids modifications sent pursuant to Sub Clause 19.0) that are not opened at bid opening will not be considered for further evaluation, regardless of the circumstances.

20.0 **EVALUATION OF BIDS:**

Before taking up the evaluation of Pre-Qualification Criteria (PQC), compliance to the requirements of the Bidding Documents in respect of submission of "No Deviation Certificate" "Letter of Undertaking" and Integrity Pact by the bidder as brought out aboveee will be checked,. In case these documents duly signed and stamped are not found in the Separate sealed envelope/Techno-Commercial bid, the bidder will be asked to submit these documents before the Price-bid opening. Failure to complying these requirements by the bidder, the bid shall be rejected by Owner/PDIL.

20.1 The Bids which comply with the above requirements, shall be evaluated for Pre-Qualification Criteria (PQC) .Techno-Commercial Bid Evaluation shall be carried out, only for those Bids which shall meet the Pre-Qualification Criteria (PQC).

21.0 **TECHNO-COMMERCIAL EVALUATION**

21.1 The Owner will determine whether each Bid is of acceptable quality, is generally complete and is responsive to Bidding Documents. For purposes of this determination, a responsive Techno Commercial bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations, objections, conditionality or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the Contract; (ii) that limits in any substantial way, inconsistent with the Bidding Documents, the Owner's rights or the successful Bidder's obligations under the Contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive Bids. The Owner's decision in respect of the determination of the responsiveness of a bid will be final and binding on all the Bidders.

21.2 The Owner may waive any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

21.3 The Owner may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. clarification sought by verbally shall not be given effect to by the Bidders.

21.4 The Employer, at its discretion, may hold post bid discussions with any one or all the bidders at a mutually suitable date & time. However, it will not be construed from invitation/ holding of post bid discussions that the bidders have been considered eligible for opening of their Price Bid. The discussion will cover all the aspects of bidder's offer in the Techno-commercial proposal.

21.5 A bid determined as responsive bid as a result of above evaluation, shall be further technically evaluated on the basis of Scoring Criteria specified in the evaluation criteria mentioned in Technical Specifications and will be given a technical score (St). Any bid found unsuitable shall be rejected if it fails to achieve the minimum technical score indicated in the technical evaluation criteria mentioned in Technical Specifications. The Owner shall notify the bidders of the rejection of their Techno-Commercial bid indicating that their Price Bid/Financial Bid shall remain unopened & their EMD/Bid Security shall be returned after completing the selection process.

21.6 Bids determined to be substantially responsive will be checked by the Owner / Consultant for any arithmetic errors. Errors will be corrected by the Owner / Consultant as follows:

(i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (by multiplying the quantity and rate) shall be taken as correct.

(ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount shall be re-calculated/ corrected accordingly.

(iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.

(iv) All errors in totaling in the amount column and in carrying forward totals shall be corrected.

The amount stated in the Bid will be adjusted by the Owner / Consultant in accordance with the above procedure for the correction of errors. If the Bidder does not accept the corrected amount of Bid, its Bid will be rejected, and the EMD shall be forfeited

22.0 **OPENING AND EVALUATION OF PRICE BID / FINANCIAL BID;**

After the completion of Techno-Commercial evaluation, Owner shall notify the successful bidders that they have secured the minimum qualifying mark, indicating the date and time set for opening the Price Bid/Financial Bid.

The Price Bid/Financial Bids shall be opened in the presence of the bidder's who choose to attend.

22.1 Evaluation of Price Bid/Financial Bid shall be carried out based on i) the quoted lump sum fee and Monthly charges (after adjustment of errors as brought out at 21.6 above) not included .The total evaluated price of the bidders shall be derived as per the following:

Sl.no	Particulars	Quoted Price (inn Rupees)
1	Lump sum Fee	As indicated by the bidders in the Price Schedule/SOR
2	Fees to be quoted on Monthly Charges basis	To be derived based on the monthly charges and the number of months indicated in the SOR by the bidders

The lowest evaluated Price bid/Financial Bid (FM) will be given a financial score (SF) of 100 points. The financial scores of other bidders will be computed as follows:

SF = 100 x FM/F

(F = amount of evaluated Price Bid/Financial Bid of other bidders)

22.2 **COMBINED AND FINAL EVALUATION**

The bids will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

S = ST x Tw + SF x Fw

Whereas, S is the combined score, and Tw and Fw are weights assigned to Technical Proposal (70% weightage) and Financial Proposal (30% weightage) that shall be 0.70 and 0.30 respectively.

For example, if the technical score of an bidder is 80 marks and Financial Bid score is 90 marks, then the combined score will be as computed below.

Final Technical Score (weighted) = 0.7 * 80 = 56 marks

Final Financial Proposal Score (weighted) = 0.3 * 90 = 27 marks

Total Combined Score = 83 Marks

The final selection of the bidder shall be based on the highest combined score of Technical and Financial Bid. However, OWNER reserves the right to negotiation with the bidders.

22.3 If at any later date, it is found that documents, information and data submitted by the Bidder in the Bid, and based on which the Bidder has been considered eligible or successful or has been awarded the Contract is incorrect or false to the extent that had the correct or true information been made available to the OWNER/PMC at the time of Bid evaluation, the bid would have been declared ineligible or unsuccessful, the Bidder shall be forthwith disqualified or, as the case may be, the contract awarded based on such incorrect or false information shall be cancelled and the EMD/PBG/Security Deposit shall be liable to be forfeited.

22.4 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 OWNER/PMC before submission of bid if they have any query on it. Once the bid is submitted, OWNER/PMC will presume that the bidder has understood thoroughly the Scope of Supply along with terms & conditions and all these are acceptable to them.

22.5 Bids shall be typed or written in indelible ink and must be free from corrections / erasing / overwriting etc. Any changes made must be authenticated with initial by the Bidder.

22.6 OWNER/PMC 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. All bids in which any of the prescribed conditions are to be fulfilled or are incomplete in any respect are liable to be rejected. OWNER/PMC 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.

22.7 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 Owner may withdraw the enquiry/tender or reject all bids.

22.8 OWNER/PMC reserve the rights to assess bidder's capability and capacity to perform the contract

22.9 Bids must be submitted on line thru e-procurement portal of CPP on or before the closing date and time well in advance.

22.10 Transfer of Bidding Document is not permissible.

22.11 Bidder may depute their representative with proper authorization letter to attend opening of bids.

22.12 Eligible bidders are requested to confirm their intention, within seven (07) days from the date of issuance of NIT, to participate in subject bidding through a letter or fax message or e-mail.

23.0 **CONTRACT AGREEMENT**

The bidder who has been issued the LOI, shall enter into formal contract agreement with HURL (as per proforma enclosed at **ANNEXURE-1.12**) on the date and place to be notified by HURL. Contract Documents for agreement shall be prepared after award of work . Until the final Contract Documents are prepared and executed, LOI shall be constitute a bidding contract between the successful Bidder and HURL. The successful bidder shall provide 10 DVDs of scaned copy of agreement along with three original copy of agreements.

HINDUSTAN URVARAK & RASAYAN LIMITED (HURL)

ATTACHMENT-III

GENERAL TERMS AND CONDITIONS (GCC)

FOR

Appointment of Integrator and Enterprise Level Solution Provider for Implementation of Integrated IT System for M/s Hindustan Urvarak & Rasayan Limited (HURL) at Three (3) Fertilizer Complexes at Gorakhpur (UP), Sindri (Jharkhand) & Barauni (Bihar)

NIT NO. : PNMM/PC172/E/IT/001

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1.0 DEFINITIONS AND RULES OF CONSTRUCTION

Unless defined otherwise, the following terms wherever used in this Document shall have the following meanings.

Specification" shall mean the 'Terms of Reference' or 'Scope of Services', the ' General Conditions of Contract' and the ' Special Conditions of Contract' forming a part of the Bidding Documents and Contract and such other schedules and drawings as may be mutually agreed upon.

"Contract Price ' means the Total charges / fees /price quoted by the bidder excluding GST or, any other price agreed or confirmed by the bidder arising out of the bid. .

"Consultant" or "service Provider" or "Technical Specialist" or "Contractor" shall mean the Bidder whose Bid has been accepted by the Owner for award of the work and shall include his legal representatives, successors and permitted assigns.

"Consultancy Assignment" or "Work" or "Study" or "Assessment" or "Services" or "Work" shall mean the complete consultancy work as per the scope of services specified in the bidding documents including Technical specifications..

"Contract" shall mean the Contract Agreement entered into between the Employer and the selected Consultant, together with the documents referred to therein. These shall together constitute the Contract and the term "Contract" shall in all such documents be construed accordingly.

"Date of Completion of Contract": Unless otherwise terminated under the provisions of any other relevant clause of the Document, Contract shall be deemed to have been completed after issuance of the certification from Engineer-in-Charge that there is no demand outstanding against the Consultant and all liabilities under the Contract have been satisfactorily fulfilled by the Consultant.

"Date of Contract" shall mean the date on which the LOI / Work Order has been issued by the Owner or any other date mentioned in the LOI / Work Order, as the effective date of Contract, whichever is earlier.

"Owner" or "HURL" or "Client" or "Employer" shall mean the HURL Ltd., New Delhi, India (A Government of India Enterprise) and shall include their legal representatives, successors and permitted assigns.

"Engineer" or "Engineer-in-Charge" or "E.I.C." shall mean the officer appointed in writing by the Owner to act as "Coordinator" from time to time on behalf of Owner in all matters pertaining to this Contract. "Engineer-in- Charge" shall be authorized by the client for supervision, inspection, scrutiny and approval of some or all of the services rendered by the Consultant under the Contract.

Final Report (if any) will mean the final report/ document submitted by the Consultant in respect of Consultancy Services' as per HURL Specification

"Month" shall mean calendar month. "Day" or "Days" unless herein otherwise expressly defined shall mean calendar day or day of 24 hours each. Working days in a month shall be as defined by Consultant in its offer.

"LOI / Work Order" shall mean the official intimation from the Owner notifying the successful Bidder that its Bid / proposal has been accepted.

"Starting Date" shall mean the date from which the periods specified for various activities are measured and as set forth in the completion schedules. The starting date for each schedule, unless otherwise agreed, shall be as indicated in the respective schedule

The "Government" shall mean the "Government of India" or "Government of State where the site is located" or an authorized representative/ agency/ department of the "Government of India" or an authorized representative/ agency/ department of the "Government of the state where the site is located".

"Site" shall mean and include the land and other places over, into or through which the Consultancy Services is to be developed and used. The "Site" shall also include any adjacent land, path, street, river, nalla or a reservoir in vicinity which may be allocated or used by the Owner or Consultant in the performance of this consultancy assignment.

"Week" shall mean a continuous period of seven (7) day

"Indian Rupees" or the sign "Rs." shall mean the currency of the Government of India.

Words imparting singular shall also include plural and vice-versa and any word defined in the singular shall have the corresponding meaning when used in the plural and vice versa.

Any reference to "person" shall include firms, companies, corporations and association or bodies of individuals, whether incorporated or not and shall include their respective successors in business and permitted assigns.

The title or heading shall not alter or affect the intent or scope of the clauses or articles of the Documents.

2.0 INSTRUCTIONS AND NOTICES

2.1. All notices to be given on behalf of HURL and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge or any office for the time being entrusted with the functions, duties and powers of the Engineer-in-Charge.

2.2. All instructions, notices and communications, etc., shall be given in writing and if sent by registered/ speed post to the last known place of business of the Consultant, shall be deemed to have been served on the dates when in the ordinary course of post these would have been delivered to him.

3.0 FRAUD AND CORRUPT PRACTICES

3.1. The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, GNIDA may reject any submitted bid without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding Process.

3.2. HURL may also initiate appropriate legal action under relevant Indian laws against the bidder found indulging in fraud and corrupt practices.

3.3. Without prejudice to the rights of HURL hereinabove, if an bidder is found by HURL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding process, such bidder shall not be eligible to participate in any tender/ RFP issued by HURL for a period of 2 (two) years from the date such bidder is found by HURL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

3.4. Misrepresentation and/or improper response by any bidder may lead to disqualification of the bidder. If any such disqualifications are detected at any stage of bidding process/ implementation, such bidder will be blacklisted.

3.5. For the purposes of this section, the following terms shall have the meaning hereinafter respectively assigned to them:

a) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding Process

b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding Process;

c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bidding Process

d) "undesirable practice" means establishing contact with any person connected with or employed or engaged by GNIDA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding Process;

e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the bidding Process.

4.0 CONFLICT OF INTEREST

4.1. HURL requires the bidders to provide professional, objective, and impartial advice and at all times hold GNIDA's interests paramount

4.2. The bidders should strictly avoid conflicts with other assignment or their own corporate interests and act without any consideration for future work.

4.3. Neither the selected bidder nor any of its personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Project.

4.4. A bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:

a) have controlling shareholders in common; or

b) receive or have received any direct or indirect subsidy from any of them; or

c) have the same legal representative for purposes of this bid; or

d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of GNIDA regarding this bidding process; or

e) A bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which it is involved.

f) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.

5.0 GUARANTEES

5.1. Contractor /Consultant shall guarantee that the software and allied components used to service are licensed and legal. All hardware and software must be supplied with their original and complete printed documentation.

5.2. The Contractor / Consultant also undertakes to keep all the licenses in force till the expiry of the contract period by renewing them as and when necessary.

6.0 SETTLEMENT OF DISPUTE

6.1. Except as otherwise specifically provided in the Contract all disputes concerning questions of fact arising under the Contract, shall be decided by the Engineer-in-Charge subject to a written appeal by the Consultant to the Engineer, whose decision shall be final to the parties hereto.

6.2. Any disputes or differences including those considered as such by only one of the parties, arising out of or in connection with the Contract shall be to the extent possible settled amicably between the parties.

6.3. If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration as provided in Clause 4.0 herein below.

7.0 ARBITRATION

7.1. In the event of any question, dispute or difference arising out of or in connection with this consultancy work, whether during the progress of the work or after its completion, abandonment or breach of Contract, the parties agree to promptly negotiate a reasonable settlement thereof amicably. Unless otherwise specified, in all cases of disputes which cannot be settled by mutual negotiations, the matter shall be referred for Arbitration, for which purpose the Client and the Consultant shall nominate one Arbitrator each. These Arbitrators shall appoint an Umpire not later than one month from the latest date of their respective appointment. The arbitration shall be conducted in accordance with the provisions of Indian Arbitration and Conciliation Act 1996, the rules framed thereunder and any statutory modifications thereof. The costs of reference

and arbitration award shall be payable by the parties to the extent and in a manner as may be determined by the Arbitrators or the Umpire.

In case the Consultant is an Indian Public Sector Enterprise/ Govt. Deptt. (but not a State Govt. Undertaking or Joint Sector Undertaking which is not a subsidiary of Central Govt. Undertaking), the dispute arising between the Owner and the Consultant shall be referred for resolution to a Permanent Arbitration Machinery (PAM) of the Department of Public Enterprises, Govt .of India.

7.2. Notwithstanding the existence of any dispute or difference and/or reference for the arbitration, the Consultant shall proceed with and continue without hindrance with the performance of the work under the Contract with due diligence and expedition in a professional manner and the payments due to the Consultant shall not be withheld by the Client on account of such difference or arbitration proceedings unless such payment is subject matter or one of the matters of the arbitration.

7.3. The arbitrators may from time to time with consent of the parties enlarge the time, for making and publishing the award. The venue of arbitration shall be New Delhi. The language of arbitration shall be English.

8.0 GOVERNING LAWS

This Consultancy work shall be governed by the Indian Laws for the time being in force and the Delhi Courts alone shall have the exclusive jurisdiction on all matters arising under the contract.

9.0 TERMS OF PAYMENT

The Lumsump Charges / monthly charges under this contract shall be paid as per the terms of payment specified in the Special Condition of Contract and Schedule of Rates

10.0 CONTRACT PERFORMANCE GUARANTEE (CPG)

10.1. As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish in favour of the Owner, a performance guarantee in the form of Bank Guarantee from any Bank as per list enclosed at **ANNEXURE-1.10** in proforma in favour of the Owner within FIFTEEN (15) days of LOI / WORK ORDER. The guarantee amount shall be equal to ten percent (10%) of the total Contract Price for the entire work in accordance with the terms and conditions specified in the Contract and in the Bid Documents. CPG shall be valid to cover entire completion period of Part-A and Part-B work(i.e. (03) months for Phase-1(PART_A) and 24 months for for Phase-2 i.e PART_B as per **TECHNICAL SPECIFICATIONS (TS)** at **ATTACHMENT- V** of ITB plus three (03) months claim period thereafter from the date of LOI / WORK ORDER. CPG shall be issued by any Scheduled Commercial Bank / nationalized Bank. Format of CPG is enclosed herewith at **ANNEXURE-1.10**.

However, in case of delay in completion of the contract for the reasons attributable to the consultant, the validity of this Bank Guarantee shall be extended by the period of such delay by the consultant at their own expenses.

10.2. The Contract Performance Guarantee is intended to secure the performance of the entire Contract. However, it is not to be construed as limiting the damages stipulated in other clauses in the Bid Documents.

10.3. The Performance Guarantee will be returned to the Contractor without any interest on successful completion and fulfillment of all obligations at the end of the Contract.

11.0 TAXES, DUTIES AND INSURANCE

11.1. All taxes, duties & levies (including , surcharge and cess there upon as applicable), insurance charges for Consultant's /Contractor personnel, license fees, etc. (excluding GST) shall be included in the bid price for the entire scope of work and the same shall be borne by the Consultant . HURL will not bear any expenditure, whatsoever on this account . GST shall be reimbursed by Owner at actual.
Any statutory variations in GST & any new cess and/or levies there upon during the currency of the contract on GST coming into effect after seven (7) days prior to last date of submission of bids, shall also be paid by Owner, subject to submitting the documentary evidences..GST on the consultancy services rendered by the consultant for quantity variation/Extra work shall be paid by the owner separately.

Further, If any new Tax or Duty or cess and/ or levies is imposed on the Consultancy Fee after seven (7) days prior to last date of submission of bids, the same shall be reimbursed to the consultant against the documentary evidences.
Payments to Service Provider for claiming GST and cess thereupon amount will be made provided the above formalities are fulfilled. Further, HURL may seek copies of challan and certificate from Chartered Accountant for deposit / submission of Return of GST thereupon collected from Owner.
Any changes in statutory rules and regulations under GST regime shall be followed by the Consultant.

11.2. Bidders are required to ascertain themselves the applicable taxes & duties including income tax rates as applicable on the seven (7) days prior to the last date of submission of bids and Owner would not undertake any responsibility whatsoever in this regard.

11.3. Please note that the responsibility of payment of above taxes thereupon lies with the Service Provider only. Contractor providing taxable service shall issue an Invoice as per the law, a Bill or as the case may be, a Challan which is signed, serially numbered and in accordance with GST rules. The invoice shall also contain the following:
   a) Name, Address & GST Registration No. of such Person/Contractor
   b) Name & Address of the Person/Contractor receiving Taxable Service
   c) Description, Classification & Value of Taxable Service provided like HSN/SAC Code.
   d) GST Amount & Cess thereupon, if any.

11.4. As regards Income Tax, Surcharge on Income Tax and other Corporate Taxes, including Cess wherever applicable, the Consultant shall be responsible for such payments to the concerned authorities.
However, the Owner is entitled to deduct taxes at source from the payment to be made to the contractor in accordance with the Indian Tax laws and rules as applicable from time to time and deposit it with the concerned Authorities within the prescribed time. The Contractor shall be required to submit the PAN details to the Project Manager before the submission of the first bill.

11.5. Tax liability, if any, on deputation of the Consultant's Personnel abroad shall also be borne by the Consultant and shall be the responsibility of the Consultant as per Tax Laws of India.

11.6. The Consultant shall be liable to take/ maintain all necessary insurance at its own cost.

12.0 TRAVEL EXPENSES

All the Travel expenses, boarding & lodging charges, insurance & taxes incurred by the Consultant's personnel for journeys to site or HURL office at Delhi or to HURL projects or anywhere else required to carry out the services under the scope of this assignment, will be borne by the Consultant and shall be included in the bid price. Owner will not take any responsibility whatsoever on this account. All the travel expenses (including, boarding,

lodging, taxes & insurance) of the engineers of HURL traveling to Consultant's office in India / abroad shall be borne by HURL.

13.0 PROCEDURE OF PAYMENT

13.1. All the Invoices of payment shall be supported by necessary Documents and submitted in quadruplicate for the certification of Engineer-in-Charge for which he will require a maximum time of fifteen (15) days before the same are submitted for processing the payment of amount admitted. The Owner shall pay to the Consultant all the admissible payment within fifteen (15) days of certification of the Engineer-in-Charge of the amount payable for the services. In the event, there is any query in respect of any item of such invoice requiring clarification, the Engineer-in-Charge shall notify the same within 15 days of receipt of such invoice by the Owner that such a query has arisen and both the parties shall endeavor to reach an agreement within a period of fifteen (15) days thereafter. If no mutual agreement can be reached within a period of forty five (45) days after receipt of the invoices by the Engineer-in Charge, the Owner shall make payment against the balance of invoice (original amount less the amount in question) to the Consultant within fifteen (15) days thereafter i. e within sixty (60) days from the date of receipt of invoice by the Engineer-in- charge. The invoice for the balance amount under question shall be separately submitted for future consideration of the Owner / settled under arbitration

13.2. All payments made during the Contract shall be on account payments only. The Final Payment will be made on completion of the entire work and on fulfillment by the Contractor of all his liabilities under the Contract.

13.3. Consultant shall furnish the details of Bank Account in the prescribed format along with Bid in order to facilitate the Owner to release Payments electronically through Electronic Fund Transfer system wherever technically feasible. The Bidder shall hold the Owner harmless & Owner shall not be liable for any direct indirect or consequential loss or damage sustained by the bidder on account of any error in the information or change in Bank details provided to the Owner in the prescribed form without intimation to Owner duly acknowledged.

14.0 PROGRESSIVE PAYMENT

14.1. All payments against the services shall be paid against production of invoice in quadruplicate by the Consultant. The payment of such fees shall be released on stage-wise completion of the services including submission of the “Deliverables” and subject to acceptance, approval and certification by the Engineer-in Charge in accordance with provisions of Terms of Payments as specified.

15.0 TIME FOR COMPLETION

15.1. The entire scope of Work covered under this Contract shall be completed within the time stated in the bidding document or within such extended time granted to the Contractor by the Employer. The time allowed for execution of the Works as specified in the bidding document or the extended time in accordance with these Conditions shall be the essence of the Contract.

16.0 GUARANTEE AGAINST TIME SCHEDULE/NON-PERFORMANCE AND PRICE REDUCTION IN PRICES/FEES FOR DELAY IN COMPLETION OF WORK/SERVICES

Consultant guarantees that services shall be rendered with all diligence & care in the most expeditious manner and shall be free from defects and fit for respective uses & purposes intended as stated elsewhere in the bidding document.

In case of delay in the completion of work / non performance of services for the reasons attributable to Consultant, Price / Fee reduction shall be as per Cl. No. 4.0 of SCC.

17.0 HANDLING OF DOCUMENTS/ CONFIDENTIALITY

17.1. Confidential information shall mean all technical information relating directly or indirectly to the Project, which is disclosed to CONSULTANT by or on behalf of OWNER, and to OWNER by the CONSULTANT.

17.2. CONSULTANT shall not disclose confidential information to any third party without prior written approval of the OWNER.

17.3. CONSULTANT shall use the Confidential Information only for the Work to be performed for implementing this Contract, and will limit disclosure of confidential information within its Organization to only those of its employees who need to make use of it for the aforesaid purposes.

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17.4. The CONSULTANT and his employees, agents and sub-Contractor(s) and the employees and agents of the Sub-contractor's shall treat as strictly confidential and shall take all steps necessary to ensure confidential handling of all maps, plans, charts, designs, drawings, photographs, data. Reports, tests, specifications, methods and other information developed or acquired by the CONSULTANT from or by means of the tender documents or any facility extended to the CONSULTANT pursuant thereto or the award or performance of the works or any of them or otherwise disclosed or made available to the CONSULTANT or any of the aforesaid persons nor shall report, disclose or reproduce the same in any book, Clause, disclose or reproduce the same in any book, article, speech or other publications, provided always that the OWNER may upon application by the CONSULTANT to the OWNER in this behalf permit report, disclosure or re-production of the same in any book, article, speech or the publications if it is satisfied that this would not involve the disclosure of any classified or other information which would not be in the interest of public or security to disclose.

Application for such consent shall be submitted to the OWNER in writing outlining the intended use of the relative material and shall be submitted to the OWNER at least one month prior to the expected use accompanied by the text of the relative publication in which it is sought to be used. Photographs should be accompanied by their caption. An application shall not be understood to have been permitted unless expressly permitted in writing by the OWNER/ Licensor.

17.5. The above stated confidentiality requirements shall not apply to:

Information which is or becomes, through no fault of CONSULTANT, or its employees, representatives or subcontractors, part of the public knowledge;

or

Information which is or becomes available to CONSULTANT without obligation of confidence and also without restriction on use from sources having the legal right to disclose such information without restriction on use and disclosure, such sources being other than OWNER, its licensors or other contractors,;

or

Information, which is already in CONSULTANT 's possession without restriction on use and also without restriction on disclosure and was not received in anticipation of the Work.

Information shall not be considered within any of the above exceptions merely because it is embraced by more general information within one of said exceptions. A combination of features of technical information shall not be considered to be within any of the above exceptions unless the combination itself and its principle of operation are within said exceptions.

17.6. HURL shall also observe and abide by similar secrecy provisions and hold in confidence all data, documents, and technical information prepared by Consultant and made available to HURL under this AGREEMENT.

17.7. Except as otherwise prescribed in any Confidentiality Agreement with third parties, the obligations set forth in Clause 13 shall survive termination of this Contract.

18.0 ASSOCIATION OF HURL ENGINEERS

18.1. HURL may depute their engineers/ representatives to be present during the entire period of consultancy assignment or any part thereof and they would be closely associated by the Consultant in all activities relating to the assignment for a fruitful interaction. HURL's authorized representatives will have to be provided necessary information whenever asked for.

18.2. The engineers will also discuss results of studies/ assignments and may make certain suggestions. The Consultant shall provide all facilities for HURL engineers/ representatives to have fruitful participation in the work. The Consultant shall submit all study results, draft sections/ documents to the E.I.C. for his approval and the final document will be prepared after incorporating charges/ modifications/ additions/ alterations suggested by the E.I.C. The travel charges (to & fro) and the boarding and lodging charges of HURL engineers/ representatives shall be borne by HURL.

19.0 ACCESS TO CONSULTANTS OFFICE

The authorized representative(s) of HURL shall be provided access to the Consultant's and/or his sub-Consultant's premises at any reasonable time during the pendency of this work for expediting, inspection, checking of the progress of the Consultant's work.

20.0 TITLE

20.1. Title to Work: CONSULTANT agrees that title to the Work or any part thereof shall pass to OWNER from CONSULTANT upon commencement of the Work, or any portion thereof, by or on behalf of CONSULTANT.

20.2. Warranty of Title: CONSULTANT warrants good title to the Work.

20.3. Protection of Title: For the purpose of protecting OWNER's interest in all Work with respect to which title has passed to OWNER but which remains in the possession of another party, CONSULTANT shall take or cause to be taken all steps necessary under the laws of the appropriate jurisdictions to protect OWNER's title and to protect OWNER against claims by other parties with respect thereto. If, after notice in writing from OWNER and the lapse of a reasonable time in which to obtain a discharge, CONSULTANT fails to discharge, or, in a manner acceptable to OWNER, effectively to provide for such discharge or to secure OWNER against any lien or claim upon the Work, arising from CONSULTANT's or a Subcontractor's performance of the Work, OWNER shall have the right, at its option, upon notice in writing to CONSULTANT to provide by agreement, payment or otherwise for the discharge of such lien or claim.

CONSULTANT shall reimburse OWNER for all amounts expended by OWNER to obtain such discharge, including all costs and attorneys' fees and expenses. CONSULTANT shall cause the Work to be suitably marked with an identifying mark or symbol indicating that the Work is the property of OWNER.

20.4. Ownership of Designs & Drawings: All designs, drawings, specifications, data, computer printouts, programs and files, documents, reports, studies, manuals, programs, analyses and all other items including copies and originals thereof, produced by CONSULTANT or Subcontractors in the performance of the Work (herein collectively referred to as the "Work Product"), shall become and remain the property of OWNER, and CONSULTANT shall deliver the same (properly sorted and indexed), to OWNER in accordance with the provisions of this Contract and in any event upon issue of certificate of approval or earlier termination of this Contract. The provisions of this Clause 16.4 shall survive any termination of this Contract.

21.0 OWNER'S RIGHT

Owner reserves the right for the following :-

21.1. Rejection of any or all offers without assigning any reason whatsoever.

21.2. Rejection of any offer with incomplete scope of works or which is an incomplete offer in the opinion of the Owner.

21.3. Review of the work performed by the Consultant either by Owner or through another consultant separately appointed by Owner and ask for any clarification and changes/ modifications to the work performed by the Consultant. Such changes shall be mutually discussed and agreed between the Owner and the Consultant and the same shall be incorporated by the Consultant in his work without any cost liability to the Owner and without any dilution of the responsibility of the Consultant.

22.0 UNITS & STANDARDS/ CODES/ REGULATIONS

The International System of Units (SI) will be used for carrying out the services mentioned in the specification. Indian Standards, Codes and Regulations, wherever applicable shall be adopted and adhered to by the Consultant. In case of such Indian Standards/ Codes/ Regulations being not available in particular areas, applicable and acceptable international standards shall be followed. The Consultant shall also comply with any changes/ modifications in the Standards while undertaking the above studies and preparation of various reports.

23.0 LANGUAGE AND MEASUREMENT

The report must be submitted in English language. All reports, documents, correspondence of any other written material in connection with this work shall be submitted in English language only. However, the Public Hearing Document, if any, shall be made in both Hindi & local vernacular language. The metric system of measurement shall be used exclusively for carrying out these services.

24.0 CHANGES/ ADDITIONS/ DELETIONS

24.1. HURL shall have the right to request in writing additions or changes in the scope of services to be performed by the Consultant. If in the Consultant's opinion, any such additions or changes affect the completion schedule or the fee, HURL will be advised accordingly and the same shall be mutually settled. However, the Consultant shall continue to carry out the work pending final settlement, if any.

If in Consultant's judgment, fulfillment of any of its obligations under this AGREEMENT would be jeopardized by a change requested by HURL, Consultant shall explain in writing to HURL the reasons for not accepting these changes within 15 days of receipt of written request from HURL for the same.

For each addition in Scope of Services, Consultant shall promptly submit in writing to HURL the estimated extra cost, completion time for additional scope of work and its effect on overall time schedule, if any, together with relevant detail and particulars of any of the variations required to be made to any of Consultant's or HURL's obligations.

24.2. HURL reserves the right to delete any item/s or part thereof from the scope of services to be performed by the Consultant. For such purposes HURL shall give to the Consultant a 30 days notice in writing on receipt of which the Consultant shall take necessary steps as may be directed by HURL and shall stop incurring any expenditure and performing services in connection with the item/s of work so deleted.

24.3. The corresponding fee for the deleted item(s) of work will be arrived based on the fee identified in the Contract and shall be deducted from the fee payable to the Consultant under the Contract. The Consultant, however, shall be entitled for the compensation for

the amount of work and services already performed in connection with the item(s) deleted from the scope, at a mutually acceptable fee.

25.0 LIABILITY OF THE CONSULTANT

25.1. Should any defect or inadequacy appear in rendering the services by the Consultant prior to the date of final acceptance of the work and release of Contract Performance Guarantee by the Owner, the Consultant shall perform at its own initiative and free of any cost to HURL, all such services as shall be necessary to remedy the said defect or inadequacy.

26.0 PATENT INFRINGEMENT INDEMNIFICATION

26.1. If CONSULTANT's work or part thereof or any methods, designs or document furnished or specified by CONSULTANT or any Subcontractor under this Contract infringes any patent, trademark, design or copyright or would involve the un-authorised use of a third party's trade secrets, CONSULTANT shall, at its sole expense render consultation, assistance and modifications to the Work or part thereof or any methods, designs or things furnished by CONSULTANT or any Subcontractor under this contract as may be necessary to avoid such infringement or un-authorised use.

26.2. If any alleged infringement or un-authorised use as specified in Paragraph 22.1 is claimed or pursued in courts of Law or otherwise by a third party against the OWNER, the CONSULTANT agrees to fully defend and indemnify OWNER and hold it harmless in respect of any resulting liability.

OWNER shall give prompt written notice informing CONSULTANT of such claim or suit and CONSULTANT shall, at its sole expense settle such claim or suit in such a way without impairing the work and without affecting the CONSULTANT's indemnity under this Paragraph 22.2 and/ or at CONSULTANT's sole cost replace the infringing elements with non- infringing ones.

26.3. OWNER agrees to provide prompt, written notice to CONSULTANT and to co-operate with and to assist the CONSULTANT in defense of any claim or suit as may be reasonably required by the CONSULTANT. Should OWNER seek to settle infringement claims or proceedings it shall first seek CONSULTANT's approval (which shall not be unreasonably withheld) in respect of such settlement. Notwithstanding the foregoing, the CONSULTANT shall in every case secure and guarantee the right of OWNER to continue using the work or part thereof without hindrance or interruption and shall reimburse OWNER for all costs incurred by OWNER in securing such right to the extent CONSULTANT fails to do so.

26.4. If any design information furnished by the OWNER or by any third party on behalf of the OWNER under this contract infringes a patent, design or copyright or would involve the unauthorised use of a third party's trade secrets resulting in any suit or action against CONSULTANT consequent upon the use of such design information by the CONSULTANT in its work, the OWNER shall fully defend, indemnify and hold harmless the CONSULTANT in respect of any and all liability resulting from such infringement including the costs that may be incurred by CONSULTANT in defending against any suit or cause of action brought against CONSULTANT.

27.0 TERMINATION

27.1. Termination for Default

27.1.1. The Owner may without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Consultant, terminate the Contract in whole or in

part

a) If the Consultant fails to deliver any or all of the services within the time period(s) specified in the Contract or any extension thereof granted by the Owner in writing.
b) If the Consultant fails to perform any other obligations(s) under the Contract or
c) If the Consultant, in either of the above circumstances, does not cure its failure within a period of thirty (30) days after receipt of the default notice from the Owner.

27.1.2. In the event the Owner terminates the Contract in whole or in part, pursuant to para 24.1.1, the Owner may get the services done, upon such terms and in such manner as it deems appropriate, similar to those not rendered, and the Consultant shall be liable to the Owner for any excess costs for such similar services. However, the Consultant shall continue performance of the Contract to the extent not terminated.

27.2. Termination for Convenience

27.2.1. The Owner, may by written notice sent to the Consultant, terminate the contact, in whole or in part, at any time for its convenience, The notice of termination shall specify that termination is for Owner's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

27.2.2. The studies/services that are completed and ready for final reporting within thirty (30) days after the Consultant's receipt of notice of termination shall be accepted by the Owner at the Contract terms and prices. For the remaining services, the Owner may elect:

a) To have any portion completed and delivered at the Contract terms and prices; and/or
b) To cancel the remainder and pay to the Consultant an agreed amount for partially completed services.

27.3. Termination for Insolvency

27.3.1. The Owner may at any time terminate the Contract by giving written notice to the Consultant, without compensation to the Consultant, if the Consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Owner.

27.3.2. Upon termination of the Contract at any time for whatever reason by HURL, compensation shall be payable to the Consultant for all services performed satisfactorily until the date of termination. In addition the Consultant will be paid for such of those items of work which have been partially completed as per conditions stipulated under clause 23.2.2.The Consultant shall provide available Documentary evidences to this effect, acceptable to HURL

27.3.3. Following issuance by HURL of a notice of termination and prior to the effective date of such termination, the Consultant shall:

i. terminate performance of work in progress under the Contract on the date and to the extent specified in the notice of termination;
ii. Incur no further costs for services except as necessary to complete performance of any portion of the work under the Contract not terminated by the said notice.
iii. terminate all outstanding orders, service Contracts and sub-Contracts to the extent that they relate to the performance of work terminated by the notice;
iv. transfer title and deliver to HURL in the manner, at the times and to the extent, if any, as directed by HURL, all completed or partially completed reports, designs, data, maps, plans, photographs, specifications, and computations, etc. which, if the Contract had been continued, would have been required to be furnished to HURL.

The termination of the Contract shall not relieve the Consultant of its duties and liabilities as per the Contract for the portion of the services performed prior to the effective date of termination.

28.0 BANKRUPTCY

28.1. If the Consultant shall become bankrupt or have a receiving order made against him or compound with his creditors or being a corporation commence to be wind up, not being a voluntary winding up for the purpose only or amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, HURL shall be at liberty.

a) To terminate the assignment forthwith with a notice in writing to the Consultant or to the liquidator or receiver or to any person in whom the Consultant may become vested.

b) To give such liquidator, receiver or other person the option of carrying out the consultancy assignment subject to their providing a guarantee for the due and faithful performance of the assignment upto an amount to be determined by HURL.

29.0 SUSPENSION OF THE OBLIGATION

29.1. The obligations stipulated in this specification can only be suspended in the case of any particular item or work, in the event of Force Majeure as defined in Clause 26.0 or as the result of an agreement between the parties.

29.2. In the event of Force Majeure, neither of the parties may be considered in default of its obligations under the terms of the Specifications.

30.0 FORCE MAJEURE

30.1. Neither party shall be considered in default of its obligation if such performance is prevented or delayed due to "FORCE MAJEURE". "FORCE MAJEURE" shall be deemed to be any cause beyond the reasonable control of CONSULTANT or HURL, as the case may be which prevents or impedes the due performance of the AGREEMENT and which by due diligence the affected Party is unable to avoid or overcome through its individual concerted efforts which includes, without limitation Acts of God, Earthquakes, Typhoon, Cyclone, Flood, Lightening, Land Slide, Fire Explosion, Plague, Epidemic, Strikes, Lockouts, Sabotage, Blockages, War, Riot, Invasion, Revolution, Act of Foreign Enemies, Hostilities (whether War be declared or not), Confiscation of Power by Military, Trade Embargoes, Destruction Or Requisition / Ordinance by order of any Government or Sub Division or any Public Authority.

30.2. If either Party is prevented or delayed in the performance of its obligations under this AGREEMENT by FORCE MAJEURE, and if the affected Party gives written notice within 14 DAYs thereof to the other Party specifying the matter constituting FORCE MAJEURE with necessary evidence that Contractual obligation is thereby prevented or delayed, and the further period for which it is estimated that such prevention or delay will continue, then the affected Party shall be excused from the performance or punctual performance as the case may be, of such obligation from the date of such notice till a period of time on account of Force Majeure.

30.3. HURL and CONSULTANT shall be diligent in attempting to prevent or remove the causes of FORCE MAJEURE. The Parties upon receipt of notice of FORCE MAJEURE shall confer promptly with each other and agree upon a course of action to remove or alleviate such causes.

30.4. Force Majeure is no one's fault, therefore each party should bear its own cost. If, by virtue of Article 26.2, either Party is prevented from fulfilling its Contractual obligation by cause of FORCE MAJEURE lasting for a continuous period of 2 (two) months or more, then the Parties shall consult each other with a view of agreeing to what action should in the circumstances be taken and what amendment to the terms of AGREEMENT ought to be made.

30.5. No ground for exemption can be invoked if consultant has failed to give timely notice by

registered letter and subsequently supported it by documentary evidence.

30.6. Delay or non-performance by a party hereto caused by the occurrence of any event of FORCE MAJEURE shall not:

a. Constitute a default or breach of the CONTRACT,
Or
b. Give rise to any claim for damages or additional cost or expense occasioned thereby,
if such delay or non-performance is caused by the occurrence of any event of FORCE MAJEURE. FORCE MAJEURE conditions are not payable under any circumstances.

31.0 ABANDONMENT OF WORK

If any work included in the scope of specification to be done by the Consultant is abandoned or suspended for any cause or reasons which cannot be attributed to the Consultant, payment shall be made on a pro- rata basis for the work actually done and reported by him.

32.0 SUB-CONTRACT

The Consultant cannot assign or sub-Contract any portion of this work without the prior written consent of HURL. Such consent shall not operate to release or relieve CONSULTANT of any obligation or liability under this AGREEMENT.

33.0 LIMITATION OF LIABILITIES

33.1. HURL shall in no way be responsible for any liabilities arising out of the Consultant's Contractual obligations with the Consultant's personnel, experts, engineers, sub-Contractors, licensors, collaborators, vendors, or subsidiaries. Similarly, the Consultant shall in no way be responsible for any liabilities arising out of HURL's personnel, sub-Contractors, licensors, collaborators, vendors or subsidiaries.

33.2. The Consultant and HURL both agree that each shall assume full risk of damages or injury to its own properties, employees and representatives caused by any act or omission to act by their respective employees or representatives, during the performance of this Contract.

33.3. Notwithstanding anything thereincontained elsewhere in this AGREEMENT or implied to contrary:

a) Either Party shall in no circumstances be liable in respect of indirect and/ or consequential losses or damages suffered by the other Party in connection with or arising out of AGREEMENT.
b) Consultant's total Maximum Liability on all accounts whatsoever of the project shall be limited to 5.0% (Five decimal zero percent) of the total Contract Price.

However, this limit of 5.0% shall exclude the following:

a) Unlimited Corrective engineering/ engineering review, as applicable, mentioned at Clause 21.1 above and Technical Specifications.
b) Liability towards any patent infringement by CONSULTANT.

34.0 NO WAIVERS

If the Owner, in any instance, does not insist upon strict performance of any of the terms of the assignment, it shall not be construed as a waiver or relinquishment in the future till the assignment is in force and shall not relieve the Consultant of any of its responsibilities under the assignment.

35.0 NOTICE OF DEFAULT

In the event of any default by either party hereto, in respect of any of its obligations and responsibilities under the Contract, the party not in default shall give notice in writing to the other party calling upon it to rectify such default. Should the party in default does not rectify such default within a period of thirty (30) days of the receipt thereof within the said period, the other party shall be entitled to treat it as a breach of Contract and notice to that effect shall be given forthwith.

36.0 SUSPENSION OF WORK

36.1. The Consultant shall, on receipt of the order in writing of the Engineer-in- Charge, suspend the progress of the works or any part thereof, for such time and in such manner as the Engineer-in-Charge may consider necessary for any of the following reasons:

a) On account of any default on part of the Consultant; or
b) For proper execution of the works or part thereof for reasons other than the default of the Consultant;
c) For safety of the works or part thereof

The Consultant shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that respect by the Engineer-in-Charge.

36.2. If the works are suspended by the Engineer-in-Charge for reasons as set out in items (ii) and (iii) above, the Consultant shall be allowed (a) suitable extension of time in the completion date equal to the duration of suspension of works and (b) reasonable and demonstrable compensation for expenditure arising for execution of the work during such suspended period.

37.0 INSURANCE

37.1. INSURANCE TO BE TAKEN OUT BY CONSULTANT: During the performance of WORK hereunder, CONSULTANT shall take out, carry and maintain insurance as per international practice including the following listed below:

37.1.1. Workman's compensation insurance, covering all employees of CONSULTANT and their subcontractors and any other personnel of CONSULTANT for statutory benefits as set out and required by law (and/ or CONSULTANT 's Home Country) in the area of operation or area in which CONSULTANT may become legally obliged to pay benefits for bodily injury or death.

37.1.2. Transit/ Travel Insurance and Medical Insurance

37.1.3. Insurance against fire, theft, damage and loss of all property owned by CONSULTANT at the construction site.

37.1.4. Group Personnel Accident Insurance covering CONSULTANT's employees not otherwise already covered under Para 33.1.1 above, operating from the PROJECT site as per CONSULTANT's established practices.

37.1.5. Subcontractors' Insurance: CONSULTANT shall ensure that its Subcontractors maintain insurance similar to the insurance required of the CONSULTANT, with limits of liability and levels of deductibles acceptable to CONSULTANT.

37.1.6. If CONSULTANT fails to fulfill any of its obligations under this Clause, OWNER may, but shall not be obligated to, procure insurance meeting the requirements of this Clause at CONSULTANT's expense and may deduct the cost thereof from any sums that may be or become due to CONSULTANT under this Contract. The specific amounts and types of insurance, and the other obligations of CONSULTANT relating to insurance shall not in any manner constitute or be construed as a limitation on CONSULTANT's liability under this Contract.

37.2. INDEMNIFICATION:

37.2.1. CONSULTANT shall, and hereby guarantees that CONSULTANT and its Subcontractors shall, indemnify and hold harmless the OWNER, its Affiliates and any co-venturers for loss of and damage to property not owned by and not under the care, custody or control of OWNER, its affiliates or any co-ventures and deaths and injuries to the extent such damage, death or injury is caused by the negligent or wrongful acts or omissions of any of CONSULTANT , its Affiliates and/ or Subcontractors in performance of CONSULTANT 's obligation under this Contract.

37.2.2. a) CONSULTANT shall indemnify and hold harmless OWNER including its employees, servants and agents against any loss or liability that may arise on account of death of or injury to CONSULTANT's personnel and loss or damage to CONSULTANT's property.

b) OWNER shall indemnify and hold harmless CONSULTANT including its employees, servants and agents against any loss or liability that may arise on account of death of or injury to OWNER's personnel and loss or damage to OWNER's property.

37.2.3. EFFECT OF INSURANCE: The obligations of CONSULTANT to indemnify and hold harmless OWNER against claims referred to in clause 33.2.1 shall not be limited or reduced by any insurance provided in accordance with clause 33.0 except to the extent that the proceeds of any such insurance shall be applied to reduce claims made against OWNER.

37.2.4. SUBCONTRACTORS: CONSULTANT shall ensure that its subcontracts contain indemnification provisions in favor of OWNER, its Affiliates and any co-ventures and their respective officers, directors, employees, servants, CONSULTANTs and agents no less beneficial than those of clause 33.2.1 and 33.2.2.

37.3. **INSURANCE** AND INDEMNIFICATION BY OWNER:

37.3.1. OWNER shall take out or cause its Contractors to take out and maintain insurance for the PLANT and materials for incorporation therein against "All Risks" of loss or damage, to the full replacement value thereof, in accordance with good international practice. Such insurance shall be in OWNER's name and OWNER shall be the loss payee. Cover shall be provided for materials in transit to the site. In the event of any loss or damage, CONSULTANT shall assist OWNER in preparing the insurance claim to be submitted by OWNER, and shall provide services as necessary to re-procure lost or damaged materials and to require Contractors to repair, replace or reconstruct the damaged part of the PLANT, all such services, materials and construction being at OWNER's cost. OWNER shall, to the extent reasonably possible, procure that its insurers under such insurance policies waive their rights of subrogation against CONSULTANT.

37.3.2. OWNER shall take out and maintain Third Party Liability Insurance, for an insured amount to be agreed by the CONSULTANT as sufficient to cover potential loss or damage to adjacent property and injury to persons arising out of the Project. Such insurance shall be in OWNER's name and OWNER shall be the loss payee.

37.3.3. OWNER shall release and hold CONSULTANT harmless from and against any claim

for loss or damage to the Plant (including materials for incorporation therein) or other property of OWNER. OWNER shall indemnify and hold CONSULTANT harmless from and against any claim by a third party (other than CONSULTANT's employees or Subcontractors) for loss or damage to property or death or injury to persons which arises out of the Project, except where such loss, damage or injury is solely due to CONSULTANT's negligence or default.

37.3.4. The CONSULTANT shall further develop the insurance programme for the Project, and shall ensure that appropriate provisions are inserted into all contracts with Contractors and Vendors, including a "Mutual Hold Harmless" provision whereby each Contractor or other party working on the Site undertakes to bear all liability for loss, damage or injury to its personnel and its property, and to indemnify and hold OWNER, CONSULTANT, and all other contractors harmless from any claim that may arise from such loss, damage or injury.

HINDUSTAN URVARAK & RASAYAN LIMITED (HURL)

ATTACHMENT-IV

SPECIAL CONDITIONS OF CONTRACT (SCC)

FOR

Appointment of Integrator and Enterprise Level Solution Provider for Implementation of Integrated IT System for M/s Hindustan Urvarak & Rasayan Limited (HURL) at Three (3) Fertilizer Complexes at Gorakhpur (UP), Sindri (Jharkhand) & Barauni (Bihar)

NIT NO. : PNMM/PC172/E/IT/001

The provisions contained herein SPECIAL CONDITIONS OF CONTRACT (hereinafter called SCC) shall supplement the General Conditions of Contract Wherever there is a conflict, the provision contained herein shall prevail over those in the General Conditions of Contract.

1.0 TIME SCHEDULE

Bidder shall be required to complete the WORK under the CONTRACT in accordance with Time Line detailed in ATTACHMENT- V TECHNICAL SPECIFICATIONS (TS), further detailed as below:

Phase-1(PART_A)	Three (03) months
Phase-2 (PART_B)	Twenty two (22) months for Gorakpur Project and Twenty Four (24) Months for Barauni and Sindri Projects each

EFFECTIVE DATE OF CONTRAT: shall be the date of issuance of LOI (Letter of Intent) by the Owner.
The basic consideration and essence of the Contract is the strict adherence to the time schedules for performing the specified works as stipulated in the Contract.

2.0 PRICE

Price for Part-A and Monthly Charges for PART-B of the SOR shall be firm and subject to no escalation till execution of contract and its subsequent amendments except in case of revision of wages of the personnel deployed by the Consultant /Contractor. The Minimum Wages will be as per the Notification of Minimum Wages of Government of India, Ministry of Labour & Employment from time to time and payment shall be made accordingly against documentary evidence. Further, for any variation in the rates of EPF, ESIC and bonus, as affected by respective authorities, the payment shall be made according to the revised rates against documentary evidence.

3.0 TERMS OF PAYMENT

The payment to the Service provider / Contractor for the performance of the services under the Work Order will be made by HURL as per the following:-

3.1 PART-A:

3.1.1 ADVANCE PAYMENT

10% (Ten Percent) of value (excluding 'GST) of services/work under Part-A of SOR will be paid to the Consultant/Contactor as advance payment subject to fulfillment of the following conditions:

a) After acceptance of LOI / Work Order.

b) Submission of an unconditional Bank Guarantee (as per format **ANNEXURE-1.11**) by the Contractor/Consultant for 110% of advance amount. The validity of the Advance BG shall be valid till the completion period of three (03) months for Phase-1(i.e Part-A of SOR) work plus three months period after successful completion of Rollout of Scope of Service covered under PART_A work plus (03) months claim period thereafter with a provision to extend the validity in case of delay.

c) Submission of an unconditional Bank Guarantee (BG) towards Contract Performance Security (CPG) as stipulated in Clause No. f General Conditions of Contract, Volume-IB with a validity period as mentioned at Clause 10.1 of GCC.

3.1.2 PROGRESSIVE PAYMENT

Balance 90% payment pertaining to work of Part A shall be released as follows:

Sl. No.	Particulars of milestones	Percentage of Total value (excluding 'GST)' of PART 'A' work
1.0	Demonstration of any of following activities for: Integration of Engineering Document Management System Integration of Procurement management System Integrated MIS Dashboard Tool	10%
2.0	Completion of all the Demonstration for following activities : Integration of Engineering Document Management System Integration of Procurement management System Integrated MIS Dashboard Tool	20%
3.0	Roll-out including Training for all of the following activities : Integration of Engineering Document Management System Integration of Procurement management System Integrated MIS Dashboard Tool	50%
4.0	On expiry of 12 months period after successful completion of Rollout as per Scope of Services covered under PART_A and certification of Engineer – in – charge that the performance of scope of services covered under Part-B as per Technical Specification (TS) i.e. **ATTACHMENT- V** are within the target time specified at clause 4.2 below.	10%

3.1.3 The total value of PART-A work (excluding GST) shall not exceed 40% of the Contract Price (excluding GST) i.e aggregate value of Part A work and value of Part-B work. In case the value Part-A work exceeds 40% of the Contract l Price (excluding GST), the excess amount shall be withheld from the each invoice of progressive payment on proportionate basis. This withheld amount shall be released on completion of PART-B work.

3.2 **Part-B:**

The effective date for start of job for Part- B shall commence from completion and acceptance of PART- A job.
Monthly Charges for PART-B of SOR Work shall be released on monthly basis on submission of confirmation/acceptance certification from Engineer – in- Charge on the completion of the services required to be provided / deliverables required as per Technical Specifications.

For part month, payment shall be worked out on pro-rata basis considering 30 day in a month.

3.3 The Progressive payment for Part-A and Part B work shall be released subject to fulfillment of the conditions mentioned at para 3.1.1 (a) & (c) and upon signing of the Contract agreement.

All payments will be made direct transfer in bank account through RTGS / NEFT.

4.0 PRICE REDUCTION

4.1 FOR PART-A WORK OF SOR:

4.1.1 **The provisions of** Price reduction clause as specified in CL. NO. 16.0 OF GCC shall be applicable as below:

In the event of delay in completion of the services /work beyond the contractual completion period , price reduction @ 0.5% of the value of Part-A work per complete week of delay or thereof, subject to maximum 5 % of total value for **Part-A Work**, shall be recovered from the total value of Part -A work.

4.2 FOR PART-B OF SOR: :

4.2.1 **The provisions** Price reduction clause as specified in CL. NO. 16.0 OF GCC shall be applicable as below:

In the event of non-performance of the services , price reduction as per the following provisions, shall be recovered from the Monthly charges :.

Sr. No. (a)	Measurement (b)	Definition (c)	Target (d)	Price Reduction (e)
1	Business Standstill	If the solution is unavailable either due to software bug or cloud unavailability and blocks the execution of the primary business process. A workaround is not possible . A business-critical part of an application is not available. A workaround is not possible. Business-critical functions cannot be executed. A workaround is not possible.	Resolution Within 0-6 hours	Nil
			Resolution Within 06 hours -1 day	(Total Monthly charges arrived in **SUBTOTAL for PART-B 1.0**) / 30 X No. of days * * No. of days for which any of the services mentioned under 'Definition" (ref. c) is not available within 06 hours – 1 day
			Resolution Beyond 1 day	2 x (Total Monthly charges arrived in **SUBTOTAL for PART-B 1.0**)/ 30 X no. of days* * No. of days for which any of the services mentioned under 'Definition" (ref. c) is not available Beyond 1 day. Note: In case, the problem remains unresolved beyond 5 days continuously, the same may lead to Termination of Contract as per cl. No. 24.0 of GCC .
cl. no.	Regular Fault	• A non-business critical part of an application is unavailable. A workaround is not possible but the user is able to achieve a normal productivity level. • The problem has few consequences for the user and workaround is possible. Most of the functions operate normally.	Resolution Within 1 day	Nil
			Resolution Within 1-5 days	(Total Monthly charges arrived in **SUBTOTAL for PART-B 1.0**)/ 30 X no. of days* * No. of days for which any of the services mentioned under 'Definition" (ref. c) is not available within 1-5 hours.
			Resolution Beyond 5 days	2 x (Total Monthly charges arrived in **SUBTOTAL for PART-B 1.0**)/ 30 X no. of days* * No. of days for which any of the services mentioned under 'Definition" (ref. c) is not available Beyond 5 days.

				Note: In case the problem remains unresolved beyond 10 days continuously, the same may lead to Termination of Contract as per cl. No. 24.0 of GCC .
3	No immediate impact to business	The problem has few consequences for the user and there is a workaround. The application or its parts are used by a very few users & the unavailability will not affect business.	Resolution Within 2 days	Nil
			Resolution Within 2 – 10 days	(Total Monthly charges arrived in **SUBTOTAL for PART-B 1.0**)/ 30 X no. of days* * No. of days for which any of the services mentioned under 'Definition" (ref. c) is not available within 2-10 days hours.
			Resolution Beyond 10 days	2 x (Total Monthly charges arrived in **SUBTOTAL for PART-B 1.0**)/ 30 X no. of days* * No. of days for which any of the services mentioned under 'Definition" (ref. c) is not available Beyond 10 days. Note: In case the problem remains unresolved beyond 15 days continuously, the same may lead to Termination of Contract as per cl. No. 24.0 of GCC.
4.	Absence of Executive Consultant	Placed / posted at any of project site i.e. Gorakhpur, Sindri and Barauni	Upto 2 working days* in a month	Nil
			2-7 working days* in a month	Rs. 5,000 per person per day
			more than 7 working days* in a month	Rs. 10,000 per person per day

*At all the three sites, Week shall have Six Working days.

4.2.2 Penalty for Project Team Changes / Attrition

i. For all incidents of replacement of key personal beyond two, Consultant shall be penalized for bad delivery and material breach. Penalty for each such replacement of key personnel shall be INR 1 lacs

ii. In the event that the CLIENT identifies any personnel of Consultant as "Key Personnel", then Consultant shall not replace such personnel without a notice period of not less than two month to CLIENT and prior written consent of the CLIENT, unless such replacement is the result of an unavoidable circumstances like termination due to incompetence/unethical practices/etc, medical leave, death (or any other similar reason to be solely decided by CLIENT in each case) and insistence of CLIENT due to reasons stated in subsequent paras. After statutory notice by Consultant and written consent of CLIENT, the substitution of such key personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than 15 Days prior to the date of exit of such personnel and with a minimum overlapping period of 15 working days with complete onsite knowledge transfer among the two key personal (i.e. outgoing and incoming).

Knowledge transfer shall be documented in detail with one copy to CLIENT for approval. If replacements do not take as stipulated here, CLIENT will penalize the Consultant for bad delivery and material breach. Penalty for each such failure of Consultant in replacement of key personnel shall be Rs One lac. Any delay in replacing the resource by more than 07 days from the time stipulated above shall be penalized at the rate of Rs 50,000/- per seven days delay till the time resource is suitably placed on job.

iii. In the event that any Key Personnel is to be replaced due to termination for incompetence/unethical practices/etc, medical leave, death (or any other similar reason to be solely decided by CLIENT in each case), insistence of CLIENT due to reasons stated in subsequent paras, where time of removal is sudden, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than 15 Days from the date of exit of such personnel. If replacements do not take as stipulated here, CLIENT will penalize the Consultant for bad delivery. Penalty for such breach shall be Rs one lac. Any delay in replacing the resource by more than 07 days from the mutually agreed upon time shall be penalized at the rate of Rs 50,000/- per seven days delay till the time resource is suitably placed on job. In such situations, wherever possible it shall be the responsibility of Consultant to ensure suitable and complete handing and taking over of project work responsibilities between the outgoing and incoming resource and ensure that project does not suffer on this account.

iv. Under any circumstances when the Key Personnel are to be replaced, Consultant shall always and immediately put forward the profiles of personnel being proposed as replacements. These profiles should be either equivalent or better than the ones being replaced and shall be suitable match in competence. However whether these profiles are better or equivalent to the ones being replaced will be decided solely by CLIENT within a period of 3 working days (excluding the day of providing the profiles). CLIENT will have the right to accept or reject these substitute profiles. The replacement will be on board only after CLIENT accepts the replacement. Time involved in this activity is included in the total time for replacement.

v. CLIENT by notice to the Consultant may object to any representative or person employed by the Consultant in the execution of the contract who, in reasonable opinion of the CLIENT, may have behaved inappropriately, found to be unsuitable for the role for which deployed, negligent or is involved in unethical practices. Consultant shall remove such person unconditionally from work on the contract and promptly appoint a replacement as per the above methodology.

5.0 **Products and fixes:**

All products and related solutions and fixes provided pursuant to this contract shall be licensed according to the terms of this contract. Consultant would be responsible for arranging (and paying to respective OEMs as applicable) any licenses associated with products. “Product” means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) which are made available to Client for license which is published by product owner or its affiliates, or a third party. “Fixes” means product fixes that are either released generally (such as commercial product service packs) or that are provided to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.

6.0 **Documents prepared by the Consultant to be property of the OWNER/CLIENT**

6.1 All reports, manuals, and other documents (collectively referred to as “**Project Documents**”) prepared by the Consultant (or by the Sub-Consultant or any Third Party)in performing the Services shall become and remain the property of the Client, and all intellectual property rights in such Project Documents shall vest with the Client. Any Project Document, of which the ownership or the intellectual property rights do not vest with the Client under law, shall automatically stand assigned to the Client as and when such project Document is created and the Consultant agrees to execute all papers and to perform such other acts as

the Client may deem necessary to secure its rights herein assigned by the Owner/Client.

6.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Project Documents to the Client, together with a detailed inventory thereof. The Consultant shall not retain any of such Project Documents. The Consultant, its Sub-Consultant or a Third Party shall not use these Project Documents for purposes unrelated to this Agreement without the prior written approval of the owner/Client.

6.3 The Consultant shall hold the Client harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as "**Claims"**) which may arise from or due to any unauthorised use of such Project Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultant or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Client.

7.0 Personnel The personnel assigned by Consultant to perform the Services shall be employees of Consultant or its Sub Consultant(s), and under no circumstances shall such personnel be considered employees of Client. The Consultant shall have the sole responsibility for the supervision and control of the personnel deployed in the Project and for payment of such personnel's compensation, including salary, withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all obligations of an Client subject to Applicable Law.

Except as stated in this contract, nothing limits the ability of Consultant to freely assign or reassign its employees; provided that Consultant shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. Client shall have the right to review and approve Consultant's plan for any such knowledge transfer. Consultant shall maintain the same or higher standards for skills and professionalism among replacement personnel as in personnel being replaced.

Each Party shall be responsible for the performance of all its obligations under this Agreement or the SLA as the case may be and shall be liable for the acts and omissions of its employees and agents in connection therewith.

Neither Party will solicit for employment or knowingly hire an employee of the other Party with whom such Party has contact pursuant to project engagements under this Agreement. This restriction shall not apply to employees of either Party responding to advertisements in job fairs or news media circulated to the general public.

8.0 USE OF THE ASSETS BY THE CONSULTANT

During the term the Consultant shall:

(a) Take all reasonable and proper care of the entire hardware and software including digital data/records/documents, network or any other information technology infrastructure components used for the Project and other facilities leased / owned / operated by the Consultant exclusively in terms of ensuring their usability for the delivery of the Services as per this Agreement (hereinafter the "Assets") in proportion to their use and control of such Assets; and

(b) Keep all the tangible Assets in as good and serviceable condition (reasonable wear and tear excepted) as at the date the Consultant takes control of and/or first uses the Assets and during the entire Term of the Agreement.

(c) Ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets and which are provided to the Consultant will be followed by the Consultant and any person who will be responsible for the use of the Assets;

(d) Take such steps as may be properly recommended by the manufacturer of the Assets and notified to the Consultant or as may, in the reasonable opinion of the Consultant, be necessary to use the Assets in a safe manner;

(e) Ensure that the Assets that are under the control of the Consultant, are kept suitably, safely and in conformity with Applicable Law;

(f) Procure permission from the CLIENT and any persons duly authorized by them to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable third party requirements;

(g) Not, knowingly or negligently, use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to Applicable Law.

9.0 CONSULTANT'S ACTIONS REQUIRING HURL'S PRIOR APPROVAL

9.1 The Consultant shall obtain the HURL's prior approval in writing before taking any of the

following actions:

a) Any change or addition to the Personnel listed as key professionals under the Request for Proposal.

b) Subcontracts: HURL will not permit sub contracting of any part of the assignment as per the Request for Proposal. In special circumstances that may require the consultant to subcontract work relating to the Services to an extent and with such experts and entities, HURL may at its sole discretion consider such subcontracting. The Consultant shall have to obtain HURL's prior approval for such subcontracting. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. In the event that any Sub-Consultants are found by the HURLto be incompetent or incapable in discharging assigned duties, the client may request the Consultant to provide a replacement, with qualifications and experience acceptable to the HURL, or to resume the performance of the Services itself.

10.0 EQUIPMENT/INSTRUMENT AND MATERIALS PROVIDED BY THE CONSULTANTS

10.1 Equipment/ instrument or materials brought by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

11.0 EXIT MANAGEMENT SCHEDULE

11.1 PURPOSE

c) This Schedule sets out the provisions, which will apply on expiry or termination of the Agreement.

d) In the case of termination of the agreement, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.

e) The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

11.2 TRANSFER OF ASSETS

a) CLIENT shall be entitled to serve notice in writing to the Consultant at any time during the exit management period as detailed herein above requiring the Consultant to provide the CLIENT with a complete and up to date list of the Assets within one week of such notice. CLIENT shall then be entitled to serve notice in writing on the Consultant at any time prior to the date that is 30 days prior to the end of the exit management period for transfer of all assets as per mutually agreed schedule to CLIENT.

b) In case of contract being terminated, CLIENT reserves the right to ask Consultant to continue running the project operations for a period up to 6 months after termination orders are issued.

c) Upon service of a notice under this Article the following provisions shall apply:

i. Payment to the outgoing Consultant shall be made to the tune of last set of successfully completed services / deliverables as per contract, subject to SLA requirements.

ii. If desired by Consultant, The outgoing Consultant will pass on to CLIENT and/or to the Replacement Consultant, the subsisting rights in any leased properties/ licensed products on terms not less favourable to CLIENT/ Replacement Consultant, that enjoyed by the outgoing Consultant.

11.3 COOPERATION AND PROVISION OF INFORMATION

d) During the exit management period:

i. The Consultant will allow the CLIENT access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the CLIENT to assess the existing services being delivered;

ii. Promptly on reasonable request by the CLIENT, the Consultant shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services. The CLIENT shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The Consultant shall permit the CLIENT or its nominated agencies to have reasonable access to its employees and facilities as reasonably required by the CLIENT to understand the methods of delivery of the services employed by the Consultant and to assist appropriate knowledge transfer.

11.4 **CONFIDENTIAL INFORMATION, SECURITY AND DATA**

The Consultant will promptly on the commencement of the exit management period supply to the CLIENT the following:

i. Information and data relating to the current services rendered;

ii. Documentation relating to the project's Intellectual Property Rights;

iii. All current and updated data in a readily available format as is reasonably required for purposes of CLIENT taking over the system or transitioning the services to its Replacement Consultant nominated by the CLIENT

iv. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable CLIENT, or its Replacement Consultant to carry out due diligence in order to transition the provision of the Services to CLIENT or its Replacement Consultant (as the case may be).

11.5 Before the expiry of the exit management period, the Consultant shall deliver to the CLIENT or its nominated agency all new or up-dated materials from the categories set out in Schedule above and shall not retain any copies thereof.

11.6 **EMPLOYEES**

a) Promptly on reasonable request at any time during the exit management period, the Consultant shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the CLIENT a list of all employees (with job titles) of the Consultant dedicated to providing the services at the commencement of the exit management period.

b) CLIENT or its Replacement Consultant may make an offer of employment or contract for services to such employee of the Consultant and the Consultant shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the CLIENT or any Replacement Consultant.

11.7 **TRANSFER OF CERTAIN AGREEMENTS**

On request by the CLIENT, the Consultant shall effect such assignments, transfers, licenses and sub-licenses as CLIENT may require in favour of the CLIENT or its Replacement Consultant in relation to any equipment lease, maintenance or service provision agreement between Consultant and third party lessors, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by the CLIENT or its Replacement Consultant.

11.8 **RIGHTS OF ACCESS TO PREMISES**

a) At any time during the exit management period, where Assets are located at the Consultant's premises, the Consultant will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) the CLIENT

and/or any Replacement Consultant in order to make an inventory of the Assets.

b) The Consultant shall also give the CLIENT and/or its nominated agencies, or any Replacement Consultant right of reasonable access to the Implementation Partner's premises and shall procure the CLIENT and any Replacement Consultant rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the agreement as is reasonably necessary to migrate the services to the CLIENT, or a Replacement Consultant.

11.9 GENERAL OBLIGATIONS OF THE CONSULTANT

a) The Consultant shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the CLIENT or its Replacement Consultant and which the Consultant has in its possession or control at any time during the exit management period.

b) The Consultant shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

11.10 EXIT MANAGEMENT PLAN

a) The Consultant shall provide the CLIENT with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the agreement as a whole.

i. A detailed program of the transfer process that could be used in conjunction with CLIENT or a Replacement Consultant including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;

ii. plans for the communication with such of the Consultant's staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the CLIENT's operations as a result of undertaking the transfer;

iii. (if applicable) identification of specific security tasks necessary at termination;

iv. Plans for provision of contingent support to CLIENT and Replacement Consultant for a reasonable period after transfer.

b) The Consultant shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.

c) Each Exit Management Plan shall be presented by the Consultant to and approved by the CLIENT.

d) The terms of payment as stated in the Terms of Payment Schedule include the costs of the Consultant complying with its obligations under this Schedule.

e) In the event of termination or expiry of agreement, each Party shall comply with the Exit Management Plan.

f) During the exit management period, the Consultant shall use its best efforts to deliver the services.

g) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

h) This Exit Management plan shall be furnished in writing to the CLIENT within 90 days from the Effective Date of this Agreement.

HINDUSTAN URVARAK & RASAYAN LIMITED (HURL)

ATTACHMENT-V

TECHNICAL SPECIFICATION (TS)

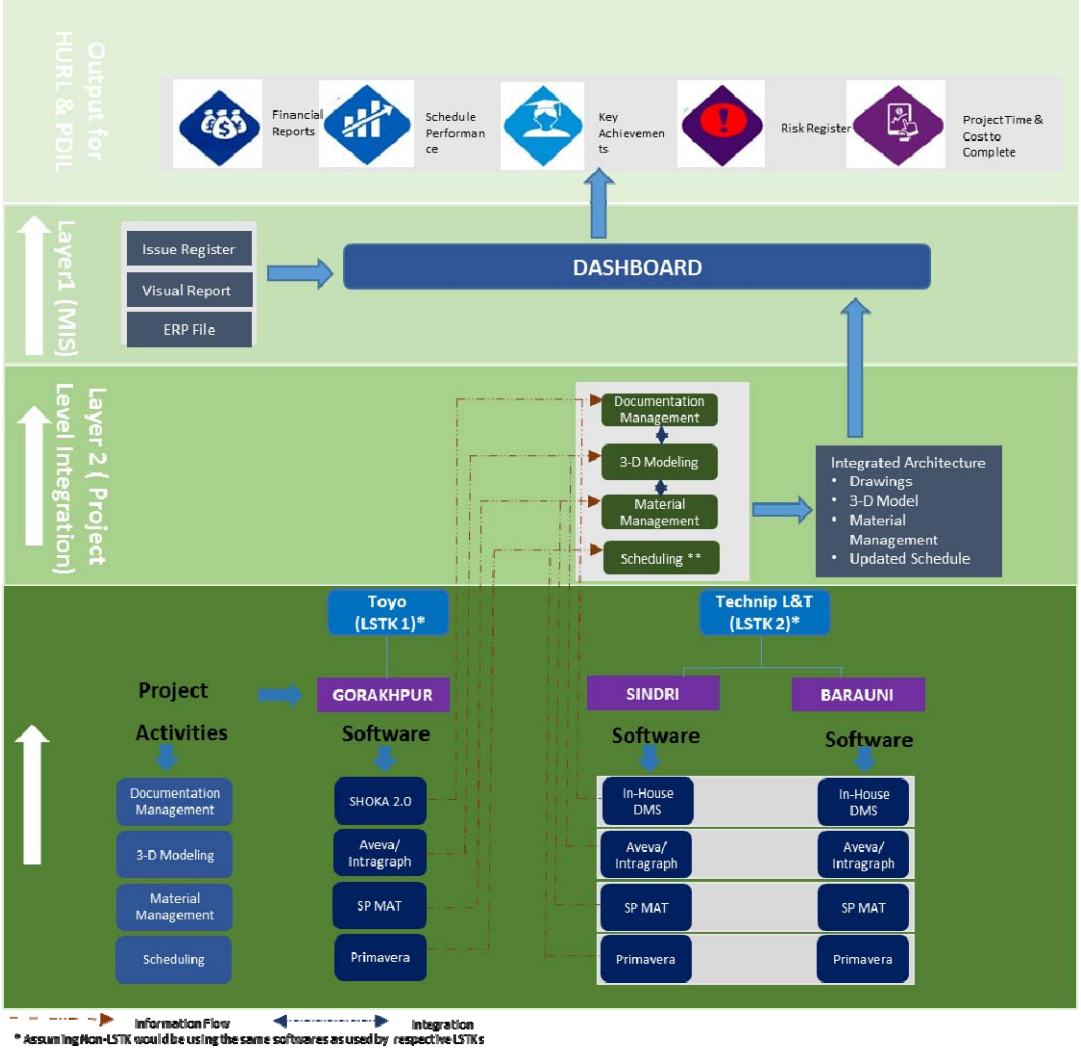
FOR

Appointment of Integrator and Enterprise Level Solution Provider for Implementation of Integrated IT System for M/s Hindustan Urvarak & Rasayan Limited (HURL)
at Three (3) Fertilizer Complexes
at Gorakhpur (UP), Sindri (Jharkhand) & Barauni (Bihar)

NIT NO. : PNMM/PC172/E/IT/001

1.0 SCOPE OF WORK (Integrated System)

OWNER desires to appoint an "Integrator and Enterprise Level Solution Provider (IESP)" who along with integrating the systems for documentation, scheduling and project reporting provided by LSTK and non-LSTK shall support OWNER in project implementation across the project lifecycle, both at HQ level and Project sites. The System Architecture is represented in pictorial form as below:



The **scope of the work of IESP in implementing the system architecture** shall be as follows:

A. FUNCTIONAL SPECIFICATION:

The scope shall be delivered in 2 phases as detailed below and the Phase 2 shall commence after the completion of Phase 1.

Phase 1

A.1 Integration of Engineering Document Management System with 3D modeling:

The IESP shall provide an Integrated Engineering Document Management System with following capabilities:

i. Design and implement integrated document work flow system for OWNER & PDIL(PMC)and interfacing with LSTK (lump sump turn key) /Non LSTK contractor based on As-Is assessment.
ii. Manage the workflow of submission and approval of engineering documents / drawings.
iii. Capture the Transmittal of engineering documents/drawings between LSTK/PDIL/OWNER and also within OWNER/PMC
iv. Providing a mail notification to users (Owner / PMC) for their assigned tasks
v. Maintain repository, log and version control of engineering documents and drawings
vi. Integration with Primavera / MSP (Microsoft Project) schedule for continuous/ real time updating of schedule.
vii. Integration with other LSTK / Non LSTK Document Management System for seamless document flow.
viii. Providing Engineering process and status updates in predefined dashboards.
ix. Assist OWNER in tracking and monitoring engineering progress and highlight critical. Issues affecting the procurement and construction progress.
x. Develop engineering progress dashboards and flag critical issues.
xi. Ageing analysis of drawings / documents throughout the project lifecycle.
xii. Review and analyze the root causes for revisions and submissions.
xiii. Provide tools for engineering progress monitoring on 3D model with following capabilities:
   - Update the progress in 3D model as the document gets reviewed / approved in DMS
   - Update the progress in DMS as 3D model is built
   - 3D model shall reflect the actual vs planned engineering progress
xiv. Tag documents and drawings to components on 3D model
xv. Monitor the progress on integrated 3D model as the document is transmitted in Document Management System
xvi. Requisite manpower and support for implementation and running of the entire system, both at headquarters and all three project sites.
xvii. Time schedule for rollout and implementation along with payment terms.
xviii. System provided by the bidder shall include cost of 60 Nos. licence, storage, software etc.
xix. Owner shall provide the basis necessary infrastructure to run the software.
xx. Detailed guaranteed parameters – expected outcomes framework as per project implementation stage.

S.No.	Deliverables as per BOQ	Timeline (from the date of award)
1.	**Integration of Engineering Document Management System with 3D modeling**	
a.	Design of To-Be Engineering process flow based on As-Is assessment for integrated Document Management System and configure software for engineering deliverable management	21 days
b.	Demonstration and workshop on the Document Management System	30 days
c.	Roll out of Online 3D display of engineering progress made by LSTK agencies against approved schedule	Gorakhpur – 45 days Barauni, Sindri – 60 days

d.	All requisite software/ licenses/ and training	75 days

A.2 Integration with Procurement management system of LSTK agencies

The IESP shall provide Integration with Procurement management system of LSTK agencies with following capabilities:

i. Integration with SPMAT / other procurement software of LSTK for continuous updating of procurement status for OWNER based on As-Is assessment.
ii. Assist OWNER in tracking and monitoring Procurement progress and highlight critical issues affecting the supply of critical items at respective project sites.
iii. Develop Procurement Tracker/dashboards and flag critical issues
iv. Ageing analysis of various steps from Purchase Requisition to Purchase Order and further manufacturing & supply steps as captured in SPMAT for all major supplies.
v. Review and analyze the root causes for delay in Procurement and delivery of the items for respective project.
vi. Requisite manpower and support for implementation and running of the entire system, both at headquarters and all three project sites.
vii. Time schedule for rollout and implementation along with payment terms.

S.No.	Deliverables as per BOQ	Timeline (from the date of award)
1.	**Integration with Procurement management system of LSTK agencies**	
a.	Procurement management process flow with SPMAT/ other procurement software of LSTK for continuous updating of procurement status for OWNER	30 days
b.	Procurement Tracker/dashboards	Gorakhpur – 30 days Barauni, Sindri – 45 days
c.	Demonstration and workshop on the integrated procurement management process/ software	45 days
d.	Roll out of Procurement management system	Gorakhpur – 60 days Barauni, Sindri – 75 days
e.	All requisite software/ licenses/ and training	90 days

A.3 Visual Reporting overlaid with project information, insights and actions.

i. Advanced visualization-based program and project level analytics with aerial imagery incorporating project metrics, along with analysis and catch up opportunities, providing virtual access and actionable insights to senior management.

S. No.	Deliverables as per BOQ	Timeline (from the date of award)
1.	**Visual Reporting overlaid with project information, insights and actions**	
a.	Visualization Report such as Drone Review Reports:	
	i) Demonstration of Visualization Report	31 days
	ii) At desired frequency and providing in-depth analytics and recommendations	Ongoing basis

A.4 Integrated MIS Dashboard

i. Develop comprehensive dashboards covering contractual, technical, project management and financial perspectives to strengthen controls for effective project delivery. These will be developed in consultation with OWNER and shall be applicable at both the program level as well as the project level with a focus on expediting executive decision-making process.

ii. Provide continuous project level status of work across the asset life cycle including engineering, procurement, construction and installation, testing and commissioning phases.

S. No.	Deliverables as per BOQ	Timeline (from the date of award)
1.	**Integrated MIS Dashboard**	
a.	Set Up phase of web-based dashboards to include the following: ➢ S-curves ➢ Milestone tracker ➢ Schedule Status ➢ Project Issue tracker, Ageing status	45 days
b.	Full version Roll out of web-based dashboards to include the following: ➢ Engineering Status ➢ Procurement Status ➢ Quality Status, Safety compliance and HAZOP studies ➢ Financial Status ➢ Estimated time for balance completion ➢ Risk Register ➢ Executive management actions	90 days

Special Note: In case, for reasons attributable to the bidder, the bidder is not able to successfully deliver the scope of phase 1 as per the timeline mentioned above, the client may terminate the contract at the risk and cost of the bidder and award a new contract to the next successful bidder.

Phase 2

A.5 Integrated Enterprise Level Management Framework (on monthly basis) to provide the following:

a. Schedule Assessment and Analytics

i. Assist to establish an integrated plan at project level

ii. Review the project level schedules across the complete asset. The review shall consider funding, engineering, procurement, construction, installation, testing and commissioning related project elements. Based on the available updated schedule of the contractors, consultant's own assessment and other benchmarks, validate / determine the estimated time for completion of each of the project / package. Focus of the review shall be on schedule optimization and reduction in time of completion as its reporting with respect to L2/L4 level approved Primavera schedules of LSTK as well as non LSTK works. Deployment of tools to check veracity of progress reports from LSTK and PDIL-PMC Primavera updated base line schedules.

iii. Review L2 schedules of LSTK and non-LSTK packages.

iv. Enable the process of integrating project L2 schedule by PMC

v. Independent forecast of interim and final milestones
vi. Analysis of critical path and near critical path issues
vii. Asking rate for critical activities and estimated time to complete.
viii. Independent view on next 3 months rolling plan of the contractor to catch up and fast track the progress.
ix. Early warning indicators
x. Identify overruns in project implementation by activities. A timely root cause analysis for the overruns will be conducted and immediate action plan with optimizing critical elements will be taken up.
xi. Develop in consultation with OWNER, sustainable strategies for fast tracking projects in line with their Program activities.
xii. Perform analysis on the schedule using schedule analytics software

b. Governance, Control and Risk Management

i. Design governance and project control processes based on global best practices as relevant in the context of special large capital infrastructure program and strategic project turnaround situations. IESP shall recommend the governance structure and project control processes required to enhance the effectiveness of project execution and handover to operations.

ii. Develop parameters of success and expectations from this initiative to align all stakeholders to the overall project objectives of this program and enable a high performance culture, program ownership and commitment to increase focus on goal attainment.

iii. Establish a standardized governance framework. The governance framework shall include project delivery processes related to planning, monitoring and reporting of projects. The governance framework should be benchmarked with global best practices.

iv. Design and detail an interface management matrix at project level to identify the stakeholders involved interdependencies, decisions required and timelines for streamlining control actions and decisions to be tracked until milestone completion.

v. Develop and enhance communication protocols at program / project level by using detailed escalation matrix, meeting calendars and a robust, periodic update of the RACI mechanism. The response time and compliance will be tracked to ensure effectiveness of the enhanced communication protocols.

vi. Design a performance monitoring system for overall assessment of OWNER at project level and develop KPIs for evaluating its health.

vii. Design a framework for risk assessment of projects, conduct risk assessments and update risk register on an ongoing periodic basis. Any major risk (high probability and high impact) identified in the risk register shall be tracked by a robust process and encompass risk ratings for individual packages in the project. It will also include planning and prioritization along with risk response scheme and mitigation plan.

c. Support in cost management and reporting

i. Review of the financial status of the projects and assess the following:
   - Financial forecasts and expenditure planning vis-à-vis physical progress planning
   - Variance analysis for balance to complete activities with recommendations to optimize project costs

- Fund allocation based on prioritization of critical elements / packages of the projects
- Cash flow at project and program level, streamline payment processes if impacting project progress
- Undertake an independent assessment of claims to resolve the contractual issues faster. While reviewing the claims and resolving conflicts in a timely manner, overall impact on OWNER program / project completion shall be ascertained.

ii. Support in site construction planning and control

iii. Independent assessment of balance time and cost to complete.

iv. Facilitation of a Steering Committee review consisting of senior leadership for timely review / quick decision making on key action points, review the progress, review the interdependencies as per the interface management for ensuring that objectives of the project are met.

S. No.	Deliverables as per BOQ	Timeline (from the date of award)
1.	**Integrated Enterprise Level Management Framework to provide the following scope:** **1. Schedule assessment and analysis** **2. Governance, Control and Risk Management** **3. Support in cost management and reporting**	
a.	Designing Report Templates (Daily, Weekly, Monthly and Exception Reports), Design KPIs, Project Review Mechanism, Meeting Calendars applicable for all three project sites.	45 days
b.	Monthly Progress Reports for all three projects sites and headquarter works consisting of Schedule Status (w.r.t. Engineering, Procurement and Construction), Budget/ Financial Status, Delays, critical issues, bottlenecks, catch up plans, cash flow status, S curves with respect to schedule / billing schedule, Time to complete and cost to complete estimates.	Monthly
c.	Risk Report and mitigation strategies	Ongoing basis
d.	Flash Reports / Escalations/ Analysis of critical path and suggesting remedial measures for arresting delays with respect to schedule as and when required on matter deemed important	Ongoing basis
e.	Package score card of the critical packages	Ongoing basis

B. TEAM DEPLOYMENT FOR PART-B JOB

Implementation of the system devised by the agency shall be maintained with minimum deployment as below:

a) DEPLOYMENT AT HEADQUARTERS:

- 1 no. **PROJECT MANAGER** from start of 4th Month (from date of LOI) till completion period / extended period, if any. He would visit the sites as and when required till end of 15th Month (from LOI) for review of site construction monitoring and control. Subsequently he would visit the sites frequently till completion period / extended period, if any to monitor progress during critical phase of project.
- 1 no. **EXECUTIVE CONSULTANT** from start of 4th Month (from date of LOI) till end of 15th Month (from LOI). He shall visit each site on weekly basis for dedicated site construction monitoring and control till regular deployment of Executive Consultant at particular site. Subsequently, he will visit each site as and when required.

b) SITE DEPOLYMENT:

GORAKHPUR	1 no. Executive Consultant shall be placed / posted at project site from start of 4th Month (from date of LOI) till completion period of this project / extended period, if any. He shall be available at site on regular basis for dedicated site construction monitoring and control.
BARAUNI	1 no. Executive Consultant shall be placed / posted at project site from start of 7th Month (from date of LOI) till completion period of this project / extended period, if any. He shall be available at site on regular basis for dedicated site construction monitoring and control.
SINDRI	1 no. Executive Consultant shall be placed / posted at project site from start of 7th Month (from date of LOI) till completion period of this project / extended period, if any. He shall be available at site on regular basis for dedicated site construction monitoring and control.

c) Contractor may have to engage additional recourses, if required, for performance of the Contract to the satisfaction of OWNER.

Key Personnel

S.N	Team Members	Minimum no. of Consultant Staff	Qualification and Experience Requirement	Roles and Responsibility in the IESP	Minimum Deployment
1	Program Director	1	**Minimum Qualification:** Bachelor Degree/ Diploma or equivalent in Engineering /Architecture/ Management **Minimum Experience:** • Should have more than 15 years of experience in the area of project strategy/project advisory/ program management/design & implementation of capital projects. • Should have experience of managing large capital Infrastructure program /projects (ongoing or closed assignments with capex of each being INR 5000 Cr or more and duration of each being 12 months or more) in leadership capacity in Scheduling/ Program management in large capital Infrastructure program /projects • Should be a partner/equivalent level senior resource	Participate in the Steering Committee Responsible for strategic communication with the OWNER leadership/ key stakeholders Responsible for the implementation of IESP scope.	10% for the duration of the Program.
2	Project Manager	1	**Minimum Qualification:** Bachelor Degree/ Diploma or equivalent in Engineering /Architecture/ Management **Minimum Experience:** • Should have more than 10 years of experience in the area of managing large capital Infrastructure programmes/projects • Should have at least 5 years of experience in Project management / support, project scheduling. Should have worked on assignments	Responsible for designing a performance monitoring system Will be responsible for managing the engagement, communication with stakeholders, co-coordinating / leading key meetings and reporting as per defined / agreed	100% for the duration of the Program

S.N	Team Members	Minimum no. of Consultant Staff	Qualification and Experience Requirement	Roles and Responsibility in the IESP	Minimum Deployment
			involving multi agency environment in Oil & Gas / Power (Generation / Transmission) / Steel / Fertilizer Sector. • Should have adequate experience in schedule assessment and analytics, governance, control and risk management, visual reporting and provided support in cost management and reporting • Should have experience of managing at least one large scale (>INR 5000 Cr) project in Oil & Gas / Power (Generation / Transmission) / Steel / Fertilizer Sector	governance frameworks	
3	Solution Architect	1	**Minimum Qualification:** Bachelor Degree/ Diploma or equivalent in Engineering or M.Tech / MCA **Minimum Experience:** Should have over 15+ years of experience as a solution architect for large corporates/Central/State Govt/PSU and enterprise implementations in the areas of technical architecture and integration, customizations and extensions to product functionality	Overall responsible for design and implementation of integrated solution	As needed, during development of Integrated Solution & handholding
4	Tech Lead	1	**Minimum Qualification:** Bachelor Degree/ Diploma or equivalent in Engineering or M.Tech / MCA **Minimum Experience:** Should have over 8 years of experience as a Tech Lead for large corporates/Central/State Govt/PSU	Responsible for detailing the solution architecture, integration with LSTK software.	As needed, during development of Integrated Solution & handholding
5	Executive Consultants	3	**Qualification:** Bachelor Degree/ Diploma or	Responsible for routine	100% as per deployment plan

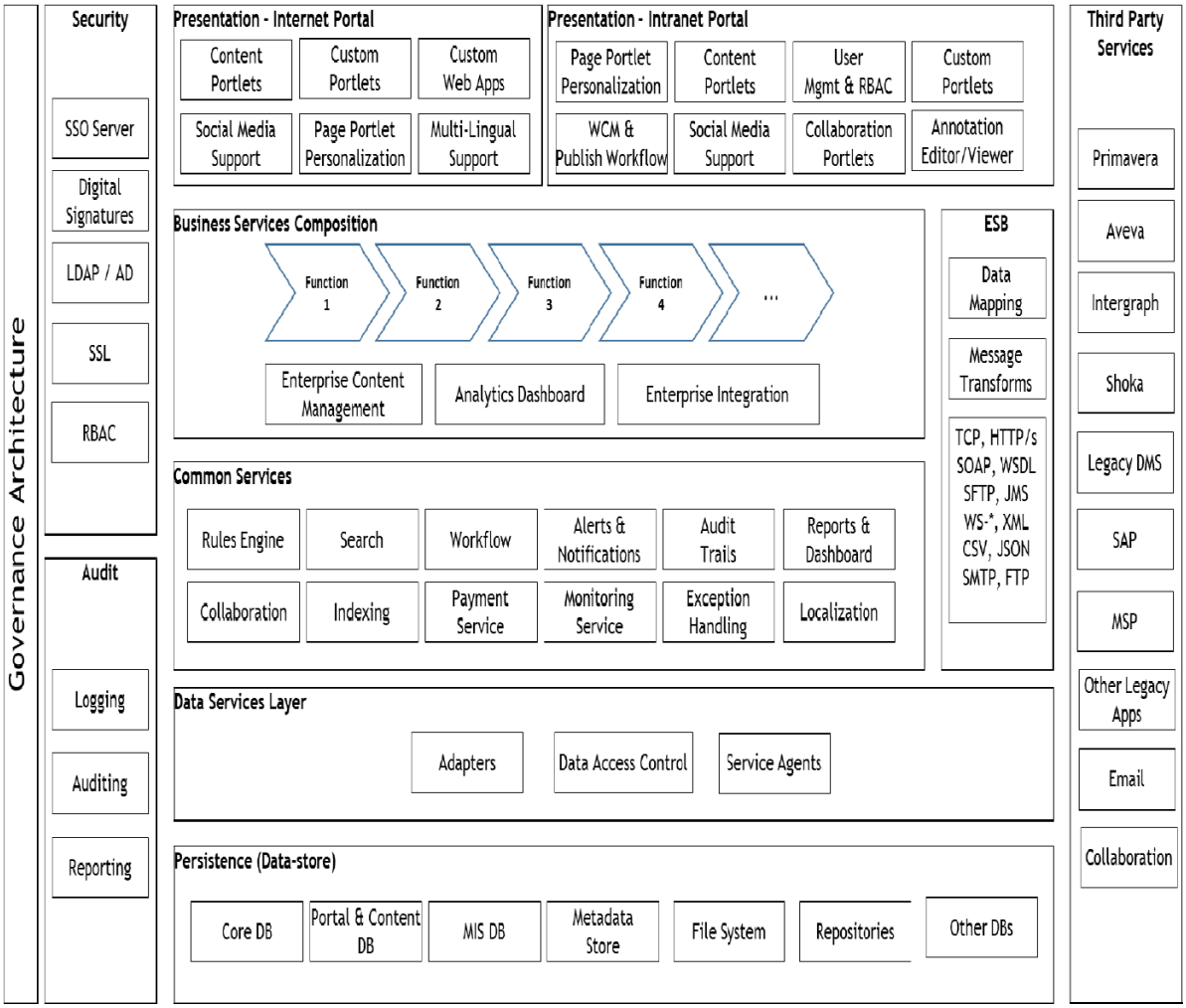
S.N	Team Members	Minimum no. of Consultant Staff	Qualification and Experience Requirement	Roles and Responsibility in the IESP	Minimum Deployment
			equivalent in Engineering /Architecture/ Management. The consultant should preferably also have PMP certification **Experience:** At least 5 years of Experience in Program Management/support, project appraisals, project scheduling, project Analytics and Project MIS for large capital Infrastructure program /projects (ongoing or closed assignments with capex of each being INR 2500 Cr or more and duration of each being 12 months or more)	coordination with client at site, independent progress reporting, coordination of meetings with stakeholders	
6	Analytics Expert	1	**Qualification:** Full Time M. Tech/ MCA/ M Statistics/B. Tech / B.E. from a reputed institute **Experience:** Should have more than 6 years of experience of advanced analytics projects with Projects involving Analytics Dashboard with SOA based data sources or Analytics Project Management domain	Responsible for design and implementation of Analytics Dashboards	As needed, during development of Integrated Solution & handholding

Note: Over and above the requirement listed, the Bidder should plan to provide support in integration activities based on the scope provided by OWNER.

C. TECHNICAL REQUIREMENTS

The Technical Architecture of the solution should be built on the architecture principle as illustrated in the architectural diagram displayed below:

Technical Architecture



From the **technical architecture** perspective the proposed system solution should have **4 distinct layers**:

C.1 PRESENTATION LAYER:

The Presentation layer will act as a User interface for the users. A dashboard will be provided in this layer. All the generated documents like Financial Reports, Schedule performance, key Achievements, Risk Register etc will be accessible from here. In Presentation layer:

a) User will get continuous project level status of work across the asset life cycle.
b) The portal run on Windows OS.
c) It is browser independent and responsive to run in the same manner on leading browsers like Google Chrome, Mozilla Firefox, Safari and Internet Explorer.
d) Portal should support Web 2.0 capabilities.

Following are the **technical requirement for the presentation layer**:

a) The portal should be based on Open Standards
b) Portal should integrate with any other portal products through open standards such as HTML, XML, RSS, web services, and WSRP
c) Should support encryption and compression features
d) The portal must be OS independent. It must run on Windows, Unix, Apple and Linux operating systems
e) The portal must be browser independent and responsive to run in the same manner on leading browsers like Google Chrome, Mozilla Firefox, Safari, Internet Explorer, etc.
f) The portal should support Unicode and be multilingual in at least English, Hindi and other languages.
g) The portal should support addition of components in the underlying Application & business layer through Portlets
h) The portal must adhere to the highest possible security standards in the industry.
i) Should support broad range of standards for example DOM 1.0, HTML 5, HTTP, HTTPS, MathML, ODBC , ODF (IS26300) , Open XML (IS29500), OpenSearch, OpenType, PDF 1.7, PDF/A, RTF, RSS, ATOM, SOAP, SVG, REST, UDDI, Unicode, URI/URN, W3C XML Schema, WCAG 2.0, WebDAV, WSDL, WSRP, XHTML, XML, XML Web Services, XMLDsig, XPATH, XPS, XSLT
j) Portal should support Web 2.0 capabilities
k) The portal should be SSL (Secured Socket Layer) compliant and the SOLUTION PROVIDER has to provide appropriate SSL certificate before the portal is made available on public domain
l) SOLUTION PROVIDER should ensure that the Portal is adhering to W3CAG, GIGW, and GoI guidelines

C.2 APPLICATION LAYER:

In this layer project level integration will be done. All the functional modules like Document management System (DMS) integrated with Primavera/MSP for contionus 3D updating of schedule, 3D Modeling (Intergraph & Aveva), Analytic Model should be designed and developed at this layer. The Application Layer will have 3 core architectural blocks:

a) Enterprise Content Management System

b) Analytics Dashboard

c) Enterprise Application Integration Framework

Technical Requirement for each are mentioned below:

a) Enterprise Content Management System

Integration with Business Processes and Back-End Systems:

The ECM should be able to integrate with backend applications related to

- External Document Management Systems(SHOKA 2.0, In House DMS)
- Project Management Software(Prima Vera)
- 3D Modelling Software(Aviva/Intergraph)
- Material Management Software

The Integration with the applications will be in two levels.

- API Based Integration: for the applications offering SOAP (Simple Object Access Protocol) REST (Representational State Transfer) based APIs the integration will happen using Enterprise Application Integration Framework that will form the governing architecture for the integration.
- File Interchange or Ingestion: for applications that do not APIs for integration a File Interchange mechanism or ingestion mechanism will be offered by the ECM.

Core ECM Capabilities:

- **Search** –The ECM system has to provide faceted full-text search, support for common search syntax, filtered search results for end-users to quickly find what they have authorized access to, and advanced search capabilities including custom search forms and metadata search.
- **Metadata, Classification and Taxonomies**– Support for automated, manual and inherited metadata values on all types of content and the associated classification of content based on these values. Support for multiple and easily updated taxonomy models ensure that each line
  of business can adapt classification procedures to meet their specific needs while adhering to overall corporate requirements. The Metadata functionality should be aligned with Project Level Hierarchy(e.g. Tagging underlying Schedules, Drawings, Risk Registers etc under single Project)
- **Versioning** – automatic tracking and storage of each file version along with auditing, archiving and the ability to revert to a previous version of a document if needed.
- **Rendition support** –the ECM should be able to render the contents(like 3D Drawing, project Schedule) in its native environment without opening the same in the source application(like Prima Vera or Intergraph).
- **Compound document support** – The ECM should support Content Folios that allow for many smaller documents to be incorporated within a master or parent document. Often critical for technical or procedural documentation where regular updates must be done to sub-sections of the overall document by a variety of users.

Content Workflow and the Movement of Information

The ECM system should have sufficient and expandable workflow capabilities to meet the varied business needs. The Workflow engine should support workflows ranging from simple review and approval processes involving 2 or 3 people, to extensive processes around document creation/import/ingestion, approval, and release that involve multiple lines of business in the organization.

Digital Asset Management

The ECM will store digital assets like Images, videos, Drawings, Documents etc. following are the DAM capabilities required from the ECM

- Rendition Support for contents should be provided for the images, videos, drawings, documents apart from the application related contents mentioned in core ECM capabilities.
- Workflows and version control with automated policies that govern security, archiving, content conversion and disposition

- Content check-in and accessibility from anywhere with Web-based and Windows Explorer interfaces
- Compression of content to decrease bandwidth demands and storage requirements
- Automatic categorization of assets for easy searching
- Quick identifying of files via automatically created thumbnail renditions
- Conversion of legacy images to web-ready formats

b) Analytics Dashboard

- All the modules will have Specific number of Out Of The Box transactional reports as per OWNER requirement
- There should be Dashboard provided for all the modules which will enable OWNER Users to create custom reports
- A reporting tool needs to be provided for creation of Custom Reports
- Analytics Should also support Dynamic reports based on search results on agreed indexes on all Permission (in progress/ Completed)
- Online continuous search functionality for Users
- The solution should have provision for printing/publishing/exporting the desired reports in summarized tables as well as individual applications along with the drawings submitted and relevant noting/remarks made by respective users.
- All reports extracted by any user should have appropriate time stamps and user credentials.
- OWNER should be able to access logs for all activities done by any user in the solution at any point of time.
- Any access to reports and other functionalities of the solution should be done only through use of authentic Digital Signatures as registered with OWNER for this solution.
- Reports should be accessible to only authorized user groups. Also, for external users, one should be able to access reports pertaining to only his applications.
- An automated alert mechanism thru email/SMS needs to be generated to respective stakeholders on every such reports extracted from the system.
- All reports extracted from the solution should carry a disclaimer from OWNER indicating the authenticity of the report and ways to validate the report online.

c) Enterprise Application Integration Framework

The proposed solution comprises of different functional modules which may leverage different application platform or development framework. Also the proposed system has to seamlessly integrate with multiple external systems (e.g., Primavera, Aveva, Intergraph etc),it is extremely important that they should seamlessly integrate with each other. The integration should work at multiple layers as mentioned below:

- A Portal is going to be the Point of Entry for all the functional modules. So User Interface for all the functional modules will be available in the Portal (as Portlets or similar).
- An Enterprise Service Bus (ESB) is the backbone of the information system of the proposed solution. All the functional modules should be able to seamlessly integrate with the ESB. The Analytics Module should be able to extract data for Dashboard/Reports from all the modules
- The proposed ESB should have the following core technical features
  - The ESB should be built on Highly Scalable container for SOAP or REST Services
  - The ESB Platform should be lightweight with small footprint
  - The ESB platform should provide capability to create/modify adapters for integration with other applications

- Modules should be able to leverage Assets/Contents/Documents from each other
- All the functional modules should preferably use same repository (be it File System, RDBMS or No SQL database) to reduce complexity of infrastructure.

C.3 BUSINESS LOGIC LAYER:

This layer will provide all the rules and logic for the business functionalities that will be used by the Application Layer.

- All the Business Logic Layer functionalities should be designed and developed based on MVC architecture. The layer should provide the Controller Functionalities in MVC
- All the Business Layer Functionalities should preferably be developed using a robust Enterprise Application Development Framework.
- All the Business Layer Functionalities should ideally be developed on same development platform like Java, C# or likewise.
- In case Same Framework or Development Platform for all Business Logic Layer is not technically feasible then all the modules should be able to communicate through open standard, efficient and lightweight Application Program Interfaces like RESTFul API or there should be an Enterprise Service Bus (ESB) which will integrate all the functional modules. SOLUTION PROVIDER needs to provide the technical feasibility of the proposed architecture with all merits for the same.
- Search & Indexing should have following technical functionalities
  - Should have Standards based open interface like XML, JSON, HTTP
  - Should be highly scalable & fault tolerant
  - Should have near real time indexing
  - Should support Schema Less design
  - Should have Extensible Plugin Architecture
  - Should support indexing rich content like PDF, Word, Drawings, XML etc
  - Should support faceted search & filtering
  - Should provide Configurable Caching
  - Should provide logging facilities
- Should have built in security which should be integrated with the Solution Security Module
- The Application should have a Rule Engine which can be leveraged for storing rules related to Workflow for Projects, Tasks, Issues, Contents etc
- Business Logic Layer should provide APIs for future integration with 3rd Party Services like CDN, Social Media, Payment Gateway etc apart from the core API(Primavera, Intergraph, SHOKA 2.0 etc)
- Security Functionality should be as per all the requirements mentioned in the Security Requirement Section

C.4 DATA LAYER:

The proposed solution should have following framework for the data layer

- An efficient File System should be used for storage of Media (Video, Audio, Scanned Images etc) & other contents (PDF, Word, Excel, PowerPoint, XML, Exports from other applications etc).
- The storage should be able to serve the DAM & ECM efficiently. Object storage or equivalent technologies can be suggested by the solution provider for the same.

- A reliable Relational Database Management System (RDBMS) should be used for storing Metadata information used by the ECM apart from other OLTP requirement.
- Same RDBMS platform can be used for OLAP database that is required for Analytics Dashboard.
- A Schema Less No SQL Database can be used for storing & processing semi structured data (if applicable). No SQL database can be used for the Search & Indexing Functionalities in the Business Logic Layer. However, solution provider can also use an RDBMS for the same purpose with proper technical justification if it can match all the flexibilities and performance of a No SQL database.

2.0 SECURITY AND SAFETY

a. The Consultant shall comply with the technical requirements of the relevant security, safety and other requirements specified in the Contract agreement, Information Technology Act or Telegraph Act including the regulations issued by dept. of telecom (wherever applicable), latest policies and guidelines specified by Ministry of Electronics and Information Technology (MeitY) as applicable.

b. The Consultant shall upon reasonable request by the Client participate in regular meetings when safety and information technology security matters are reviewed.

c. The Consultant shall promptly report in writing to the Client, any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at the facilities of CLIENT as the case may be.

3.0 STANDARDS OF PERFORMANCE

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the CLIENT's legitimate interests in any dealings with Sub-Consultant or Third Parties

4.0 REPRESENTATIONS AND WARRANTIES

The Consultant represents and warrants to the Client that:

(a) It is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;

(b) It is a competent provider of a variety of information technology and business process management services;

(c) It has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

(g) The information furnished in the tender documents and as updated on or before the date of this Agreement is to the best of its knowledge and belief true and accurate in all material respects as at the date of this Agreement;

(i) There are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;

(j) It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

(k) It has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Agreement;

(m) No sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee or nominated agencies in connection therewith.

5.0 HELP DESK: Help Desk support shall be provided at two levels namely L1 and L2.

L1 Support:- L1 or Level 1 support is the initial support level responsible for basic user issues. The first job is to gather the customer's information and determine the user issue by analyzing the symptoms and figuring out the underlying problem. L1 support personnel are expected to resolve the basic issues reported by any users for any action. Bidder is requested to provide a list of activities proposed to be undertaken by L1 support personnel as part of the technical bid.

L2 Support:-L2 or Level 2 is a more in-depth technical level than L1 support and requires more experience and knowledgeable personnel and related support services. It is synonymous with Level2 support, support lying to, administrative level support and account for advanced technical trouble shooting and analysis required for rendering the solution posed. L2 shall provide support in resolving any query that is unresolved by L1. In case L2 support personnel is not in a position to resolve any query/request raised, they are required to take support from their organization or the firm to ensure request resolution.

CRITERIA FOR EVALUATION

1. Evaluation of Technical Proposals

a) In this stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and the experience of Key Personnel.

b) Only the technically eligible Applicants will be invited to make presentation on their technical proposal.

c) Only those Applicant who's Technical Proposals score 60 points or more out of 100 shall be qualified for financial bid opening and shall be ranked as per score achieved by them, from highest to the lowest technical score (ST).

SN	Particulars	Criteria	Marks
1	**Relevant Project experience**	**A.** Experience of Bidder showcasing the bidder have successfully completed three (3) completed projects, covering :- System development (, Software implementation, Training and change management, Network), System Integration Managed IT in the past seven financial years ending 31.03.2018) **Scoring:** **Experience of assignments under below categorization – 4 marks** One(01) similar project of value INR 5.6 crore OR Two(02) similar projects of value INR 3.5 crore each OR Three(03) similar projects of value INR 2.8 crore each For each additional similar assignment of more than INR 5.6 cr. - 2 marks, up to a total of 10 marks.	10
		B. Number of consultancy services under taken in India as mentioned in the technical clause "b) For at least 1 assignment, in the last five years in India, the bidder should have successfully undertaken assignments (with each assignment either completed or ongoing for at least previous 12 months) pertaining to a. Project dashbording, exception generation & development of integrated MIS reporting templates b. Analysis of Engineering, Procurement, Installation program w.r.t base plan, c. Risk Management, d. Project Monitoring & control for large capital Infrastructure projects with project value more than INR 3000 Cr in any of the sector below :- - Fertilizer Sector - Oil & Gas sector - Steel Sector - Power (Generation/ Transmission) Sector	10

SN	Particulars	Criteria	Marks
		Scoring: **Experience of assignments under below categorization – 4 marks** One(01) similar project of value INR 5.6 crore OR Two(02) similar projects of value INR 3.5 crore each OR Three(03) similar projects of value INR 2.8 crore each For each additional similar assignment of more than INR 5.6 cr. - 2 marks, up to a total of 10 marks In support of their qualification, the bidders are required to submit copies of work order/letter of award/contract/ client letter without which they will not be considered for technical evaluation.	
		C. Number of consultancy services under taken to provide drone based visualization analytics for project management services in India in any of the sectors below: a. Oil & Gas b. Steel c. Power (Generation/ Transmission) d. Fertilizer The projects submitted by the bidder against point B above shall be mutually exclusive from the projects submitted against point C above **Scoring:** For 1 Assignment - 4 Marks For each additional assignment, 2 marks, up to a total of 10 marks. In support of their qualification, the bidders are required to submit copies of work order/letter of award/contract/ client letter without which they will not be considered for technical evaluation.	10
		TOTAL	**30**
2	**Approach & Methodology**	Proposed solution architecture / Justification / Proposed solution architecture designed / complying to the tender scope	5
		Proposed Approach and Methodology- marks shall be based on specific steps proposed for delivery of scope	5
		Case Study of one of the Eligible projects to clearly demonstrate the benefits delivered	5
		Technical Presentation	5
		TOTAL	**20**

SN	Particulars		Criteria			Marks
3	Relevant Experience of the Key personnel					
3a	Program Director		Parameter	Criteria	Max Marks	
		1	Years of experience in the area of Project*/ Program management of Infrastructure projects	<15y: - 0 marks >15y: - 2 marks Additional 1 point for a partner/equivalent level senior resource (declaration on company letter head to be attached)	3	10
		2	Should have led program / project management engagement in large capital Infrastructure program / projects of capex of INR 3000 Cr or more and duration of the engagement being 12 months or more	Projects 1: 2 marks 2-3: 4 marks >3: 6 marks	6	
		3	PMP certification	1 mark	1	
3b	Project Manager		Parameter	Criteria	Max Marks	
		1	Years of experience in the area of managing large capital Infrastructure programmes/projects*	< =10: 0 marks >10: 2 marks Additional 1 point for having worked on assignments involving multi agency environment in Oil & Gas / Power (Generation / Transmission) / Steel / Fertilizer Sector.	3	10
		2	Should have led program management / project review engagement in projects covering schedule assessment and analytics,	Projects 1 no: 2 mark >=2 no : 4 marks	6	

SN	Particulars		Criteria			Marks
			governance, control and risk management, visual reporting (>INR 3000 Cr)and duration of each being 12 months or more)	Additional 1 point for every project implemented on visual reporting with aerial imagery (max upto 2 marks)		
		3	PMP Certification	1 mark	1	
3c	**Solution Architect**		**Parameter**	**Criteria**	**Max Marks**	
		1	Years of work experience in the capacity of solution architect as Enterprise IT applications, designing migration and roll-out strategies best suited to needs of the projects.	<10 : 1 mark 10-15 :3 marks >=15 :5 marks	5	10
		2	Should have worked as solution architect or design review on at least 1 large scale state/central Govt. /PSU project involving API Integration (SOA/Micro services/ESB).	Projects 1 no. = 1 mark 2 no. = 3 marks >=3 no: 5 marks	5	
3d	**Tech Lead**		**Parameter**	**Criteria**	**Max Marks**	
		1	Years of work experience in the capacity of Team Lead	<6 : 1 mark 6-8 :3 marks >=8 :5 marks	5	10
		2	Work experience as Team Lead in large scale projects for State/Central/PSU involving API Integration (SOA/Microservices/ESB).	Projects 1 no: 1 mark 2 no: 3 marks >=3 no: 5 marks	5	
3e	**Executive Consultants (3 nos.)**		**Parameter**	**Criteria**	**Max Marks (each)**	
		1	Years of experience in the area of managing large	>5 yrs: 0.5 marks	0.5	7.5

SN	Particulars		Criteria			Marks
			capital Infrastructure programmes/projects			
		2	Experience in programme/ project management of large capital Infrastructure programme/project of capex INR 2,500 Cr or more and duration of each being 12 months or more.	Projects <1 : 0 marks >=1: 1 marks	1	
		3	PMP Certification	1 Mark	1	
3f	**Analytics Expert**		**Parameter**	**Criteria**	**Max Marks**	
		1	Total years of work experience	>8 years = 0.5 marks	0.5	2.5
		2	Should have more than 6 years of relevant experience involving API Integration (SOA/Micro services/ESB).	<6 yrs: 0 mark >=6 yrs: 1 mark	1	
		3	Projects involving advanced analytics projects/ Analytics Dashboard with SOA based data sources/ analytics dashboard integration in Project Management domain	<3 projects = 0.5 marks >= 3 projects = 1 marks	1	
TOTAL						**50**

***Infrastructure projects shall include projects in following sector (Fertilizer; Power; Oil & Gas and Steel sector)**

2. Evaluation of Financial Proposal

a) In the second stage, the financial evaluation will be carried out as per this Clause

b) For financial evaluation, the total cost indicated in the Financial Proposal (excluding Service Tax), will be considered.

c) The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

SF = 100 x FM/F

(F = amount of Financial Proposal)

3. Combined and Final Evaluation

Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

S = ST x Tw + SF x Fw

Whereas, S is the combined score, and Tw and Fw are weights assigned to Technical Proposal (70% weightage) and Financial Proposal (30% weightage) that shall be 0.70 and 0.30 respectively.

For example, if the technical score of an Applicant Firm is 80 marks and Financial Proposal score is 90 marks, then the combined score will be as computed below.

Final Technical Proposal Score (weighted) = 0.7 * 80 = 56 marks

Final Financial Proposal Score (weighted) = 0.3 * 90 = 27 marks

Total Combined Score = 83 Marks

Client will provide the following inputs to the bidder at no additional cost:

1. Work space for bidder personnel at HURL office and all the three worksites.
2. HURL will provide Native applications / softwares (like Primavera, Navisworks, Autocad, Adobe, MS Office, Outlook/ Google suite)
3. Enable availability of APIs of software for integration purpose. Native software includes Navis Works, SPMAT; SHOKA, INTERGRAPH, PDMS, SP3D, AVEVA etc being used by LSTK/ Non –LSTKs.
4. Updated primavera schedules, Master Document List with base line dates, activity list in excel from all the LSTK/ Non LSTK contractor, updated NAVIS works files (.NWD) with unique tags for 3D integration, procurement information along with item code details.
5. HURL will provide Document Controllers at client/ PMC / Contractor end (for daily control of document / upload of legacy engineering documents)
6. HURL will provide Project Coordinator who will work closely with the selected bidder's team

HINDUSTAN URVARAK & RASAYAN LIMITED (HURL)

ATTACHMENT-VI

SCHEDULE OF RATES (SOR)

FOR

Appointment of Integrator and Enterprise Level Solution Provider for Implementation of Integrated IT System for M/s Hindustan Urvarak & Rasayan Limited (HURL)
at Three (3) Fertilizer Complexes
at Gorakhpur (UP), Sindri (Jharkhand) & Barauni (Bihar)

NIT NO. : PNMM/PC172/E/IT/001

SCHEDULE OF RATES

Sl. No.	Description (as detailed in technical scope and deliverables)	Unit	Qty.	Rate (Rs.)	Total price (Rs.)
'PART-A'-LUMPSUM BASIS					
1.0	Implementation one time for all IT components inclusive applicable software.	Lump-sum	--		
1.1	GST EXTRA			…….%	
'PART-B'- MONTHLY CHARGES BASIS					
1.0	Integrated Enterprise Level Management Framework (on monthly basis) to provide the following scope (as detailed in technical scope) for:				
a	Gorakhpur Project	Month	22**		
b	Barauni Project	Month	24**		
c	Sindri Project	Month	24**		
SUBTOTAL *FOR PART-B 1.0* = (a + b +c above)					
1.1	GST EXTRA			@.....%	
C- TOTAL PRICE=(PART A 1.0 + PART B 1.0) (EXCLUDING GST)					
D – TOTAL GST = =(PART A 1.1 + PART B 1.1)					

** The tentative completion period of this job is presently envisaged as November 2020 for Gorakhpur project and January 2021 for Barauni and Sindri Projects in line with the mechanical completion schedule of these projects. Accordingly, No. of Months in SOR specified as 22 months for Gorakhpur and 24 months for Barauni and Sindri Projects. However, depending upon the actual Mechanical Completion of These Projects, No. of Months may vary, for which Contractor has to continue the job at the same rates for the additional period (maximum upto Six months), if required.

NOTE:

1. In case, the project gets extended beyond six months, the applicable fees / charges will be mutually discussed and agreed.
2. Bidder shall necessarily quote the prices for both Part-A and Part-B Work of SOR. In case, the bidder does not quote for Part-B work of SOR, his bid shall be rejected .

Signature of Bidder:_____

EXPERIENCE CRITERIA

Bidder shall furnish their Experience details with reference to the work, which pre-qualify them in line with Experience Criteria mentioned under PQ3 of ATTACHMENT-I of PRE-QUALIFICATION CRITERIA FOR BIDDERS (PQC)

(MARK √ FOR APPLICABILITY IN BOX ☐

1.0 EXPERIENCE

SL. NO.	DESCRIPTION	PROJECT – 1, 2 etc. (Separate sheets for each Project)
1.	Project name and description	
2.	(a) Awarded contract value (INR) One(01) similar project of value INR 5.6 crore OR Two(02) similar projects of value INR 3.5 crore each OR Three(03) similar projects of value INR 2.8 crore each	
	(b) Final executed contract value (INR)	
3.	Name of Owner	
	(a) Name and address of Owner's contact person	
	(b) Telephone and Fax No. (c) Mobile No. (d) Email No.	
4.	(a) Date / month / year of award / commencement of Project	
	(b) Date / month / year of Scheduled Completion of the Project.	
	(c) Date / month / year of Actual Completion of the Project.	
5.	Document Furnished	YES/NO

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5.1	Copy of work order / Contract Agreement enclosed	
5.2	Completion/Acceptance certificate identifying the successful commissioning of project.	

Bidder hereby declares that the above filled in information are true to the best of it's knowledge and in case it is found incorrect, HURL/PDIL shall have the full right to reject the bid / terminate the contract and take any action as per applicable laws for breach of contract including forfeiture of Bid Security/Performance Bank Guarantee.

Note :

1. Bidder shall furnish the experience details as above of Projects which they consider suitable for their pre-qualification. OWNER / CONSULTANT reserve the right not to evaluate any other Project details.
2. Bidder to note that this exhibit form shall be filled as per the Proformas as stated, along with wherever applicable, copies of work order and completion certificates.
3. **Bidder to note that non-submission of relevant supporting documents may lead to rejection of their bid.** It is to be ensured that all relevant supporting documents shall be submitted alongwith the bid in the first instance itself. Pre-qualification may be completed based on the details so furnished without seeking any subsequent additional information.

For and on behalf of …… ……
Stamp & Signature : ……
Name : ……
Designation : ……
Date : ……

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FINANCIAL CRITERIA

Bidder shall furnish details in line with Financial Criteria mentioned under Clause 8.0 of "Instructions to Bidders".

1.0 **ANNUAL TURNOVER :**
The average annual gross turnover of the bidder from professional fees during the last three financial years (2015-16, 2016-17 and 2017-18*) should not be less than Rs. 70 Cr (Rupees Seventy Crores).

SL. NO.	FINANCIAL YEAR	TURNOVER IN INR
1	FY: 2017-2018 *	
2	FY: 2016-2017	
3	FY: 2015-2016	

*For 2017-18, if audited annual report is not available, the bidder shall submit annual report of 2014-2015

2.0 **NET WORTH:** The net worth of the bidder shall be not be less than the paid up share capital as per audited financial statement for the Financial Year 2017-2018 (OR, 2016-17, in case not audited for 20117-18).

Net worth as on the last day of the financial year ending 31st March 2018:	: …….
Paid-up Share Capital as per audited financial statement for the Financial Year 2017-18	

Whether copies of balance sheet and annual turnover statements for the above three financial years submitted	YES / NO

Bidder hereby declares that the above filled in information are true to the best of it's knowledge and in case it is found incorrect, HURL/PDIL shall have the full right to reject the bid / terminate the contract and take any action as per applicable laws for breach of contract including forfeiture of Bid Security/Performance Bank Guarantee.

Note:

1. Bidder to note that non-submission of relevant supporting documents may lead to rejection of their bid. It is to be ensured that all relevant supporting documents shall be submitted alongwith the bid in the first instance itself. Pre-qualification may be completed based on the details so furnished without seeking any subsequent additional information.

For and on behalf of : …… ……
Stamp & Signature : ……
Name : ……
Designation : ……
Date : ……

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LETTER OF UNDERTAKING

(To be submitted by the Bidder along with their Bid)

(To be executed on non-judicial Stamp Paper of requisite value)

Ref. No……. Date:…….

To

HURL Limited.
Contracts Department

Core-2,2nd Floor, Scope Minar Laxmi Nagar District Centre New-Delhi-110092,

Dear Sir,

1.0 I*/We* have read and examined bidding documents contained in NIT relating to the **Appointment of Integrator and Enterprise Level Solution Provider for Implementation of Integrated IT System for M/s Hindustan Urvarak & Rasayan Limited (HURL) at Three (3) Fertilizer Complexes at Gorakhpur (UP), Sindri (Jharkhand) & Barauni (Bihar**, including subsequent amendments…… and clarifications…….

2.0 We*hereby submit our Bid and undertake to keep the bid valid for a period of four(4) months from the date of opening of Techno-Commercial bid. I*/We* hereby further undertake that during the said period, I*/We*shall not vary/alter or revoke our*bid.

3.0 This undertaking is in consideration of HURL agreeing to open my*/our* Bid and consider and evaluate the same for the purposes of award of Work in terms of provisions of Conditions of Contract of the Bidding Documents.

4.0 We have not been blacklisted / debarred/ by Indian Government / Indian Government Board / Indian Government Corporation / Indian Government Company / Indian Statutory Body / Indian PSU company at the time of submitting bid.

5.0 That the documents furnished by us are true including the contents thereof.

6.0 Should this Bid be accepted, we also agree to abide by and fulfil all the terms and conditions and provisions of the above-mentioned Bidding Documents.

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Common Seal) .....

* Strike out whichever is not applicable

COMMERCIAL QUESTIONNAIRE

Note:

1) The Bidder shall submit reply to each query.
2) The Bidder's reply/ confirmation as furnished in the Commercial Questionnaire (CQ) shall supersede the stipulation mentioned else where in the bid.

Sl. No.	OWNER'S/PDIL'S QUERY	BIDDER's REPLY / CONFIRMATION
1.	Please confirm that Master Index of NIT and Amendment, if any of NIT, duly signed and stamped on each page has been submitted, as token of having acknowledged the entire bidding document, along with the bid.	
2.	Please confirm that all pages of the Bid have been numbered in sequential manner.	
3.	Please confirm that you have studied complete Bidding Document Technical and Commercial Part and your Bid is in accordance with the requirements of the Bidding Document.	
4.	Please confirm Bid Submission as per tender i.e. in Single Stage Two Bid System.	
5.	Please confirm that the Price Part does not include any terms and condition and **Unpriced Price Schedule**, duly signed and stamped, and indicating "Quoted/Not Applicable/ Nil" against each head submitted in Envelope-II. In case any terms and condition is mentioned in the price part, the same shall be treated as null and void	
6.	Please confirm your compliance to total scope of work mentioned in the Bidding Document.	
7.	Please confirm your acceptance for Time Schedule as mentioned in Technical scope of Work / GCC	
8.	Please confirm your acceptance for Payment Terms as per BIDDING Documents.	
9.	Please confirm that your bid is valid for **120 days** from the date of opening of Technical and unpriced -Commercial Bid.	
10.	Please confirm EMD Validity as Bid Validity (**120 days**) plus **03** Months.	
11.	Please confirm Price Reduction clause as per SPECIAL TERMS AND CONDITIONS(SCC) of NIT.	
12.	Please confirm that your quoted price includes following:- i) All type of taxes / levies as per provisions of Bidding Document (Excluding GST) ii) Insurance as per provision of Bidding Document.	
13.	Please confirm that your Bid is substantially responsive to the requirements of the Bidding Document and you have not stipulated any deviation and submitted all details as specified in	

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Sl. No.	OWNER'S/PDIL'S QUERY	BIDDER's REPLY / CONFIRMATION
	the Bidding Document.	
14.	Please note that the scope of this bid package is as per of **TECHNICAL SPECIFICATIONS (TS).** The scope of work mentioned under various sections shall not be considered as limitative and CONTRACTOR's scope shall include completion of any activities of work not mentioned in the bid package but required to complete the Work in all respects and making it functional.	

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(Self Declaration on Bidder's Letter Head as per below performa)

DECLARATION

1. With reference to our Bid Proposal No. …… dated …….. for _____, 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 : …….

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NAME OF THE PROJECT: .....BIDDER TO FILL

SL. NO.	FULL POSTAL ADDRESS OF CLIENT AND NAME OF OFFICER IN-CHARGE WITH PHONE/CELL NO AND E-MAIL	DESCRIPTION OF THE WORK	VALUE OF CONTRACT	DATE OF COMMENCEMENT OF WORK	SCHEDULED COMPLETION PERIOD	ACTUAL COMPLETION DATE	REMARKS

Note : 1) Description of work should be in detail.
2) Please also indicate the major problems if any, faced during construction of works.

STAMP & SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

DATE : _____

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CURRENT COMMITMENTS

SL. NO.	DESCRIPTION OF WORK	FULL POSTAL ADDRESS OF CLIENT & NAME OF OFFICER IN CHARGE	CONTRACT VALUE	DATE OF COMMENCEMENT OF WORK	SHEDULED COMPLETION PERIOD	% AGE COMP. AS ON DATE	EXPECTED DATE OF COMPLETION	REMARKS

STAMP & SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

DATE : _____

Bidder is requested to fill this check list and ensure that all details /documents have been furnished under relevant section as called for in the Bidding Document duly filled in, signed & stamped.

Please tick the box and ensure compliance:

SECTION-I : PRE-QUALIFICATION BID

S.NO.	DESCRIPTION	SUBMITTED
I.	Pre Qualification Criteria in favour of **Experience Criteria** as per **ATTACHMENT-I** along with Copies of Work Orders, Certificates from End User/OWNER and completion certificates in support of prequalification requirement.	
II.	Pre Qualification Criteria in favour of **Financial criteria** as per **ATTACHMENT-I** along with copies of Work Orders, Completion/ Acceptance certificates and Annual audited Report for the last three financial years. Annual Reports shall be a verifiable statement of annual accounts certified by a Chartered Accountant or Public Accountant in the form of printed annual reports or similar document.	
III.	A declaration shall be submitted as per Annexure-1.03 to the effect that Bidder have or had not been **banned or blacklisted/del-listed** by any PSU / Government Organizations.	

SECTION-II : TECHNICAL AND COMMERCIAL BID:

SL	DESCRIPTION	SUBMITTED
i)	Photocopy : Earnest money Deposit (EMD) and Integrity Pact	☐
ii)	Letter of Undertaking as per Annexure-1.03	☐
iii)	Commercial Questionnaire as per Annexure-1.04	☐
iv)	No Deviation Certificate as per Annexure-1.05	☐
v)	Details of Similar Works Executed as per Annexure-1.06	☐
vi)	Current Commitments of the Bidder as per Annexure-1.07	☐
vii)	Contents of Bid and Check List as per Annexure-1.08	☐
xiii)	Power of Attorney of Bid Signatory from the Competent Authority	☐
xiv)	Declaration of Black Listed as per Annexure-1.03	☐
xv)	EFT Details as per Annexure-1.14	☐
xvi)	Financial Capability of Bidder as per Annexure-1.16	☐

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SL	DESCRIPTION	SUBMITTED
xvii)	Bidder not under Liquidation, Court Receivership or Similar Proceedings as per Annexure-1.17	☐
xviii)	**UNPRICED confirmation copy** - A Photocopy of the Schedule of Prices, to be submitted strictly as per **Attachment- VI, Part-I of Commercial**, prices being **blanked out** and in place indicating "**Quoted**" against each head**,** shall be submitted duly signed and stamped. However, Bidder shall not hide the percentage of taxes and duties considered in the priced bid.	☐
xx)	Any other information required in the Bidding Documents or considered relevant by the Bidder.	☐

For and on behalf of : …… ……
Stamp & Signature : ……
Name : ……
Designation : ……
Date : ……

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

Bank Guarantee No. .....
Date.....

To:
[Owner's Name and Address]

Dear Sirs,

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

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 upto .....(@)..... 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. In witness where of the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

.....
(Signature)
. .....
(Name)
. .....
(Designation with Bank Stamp)
Attorney as per
Power of Attorney No.....
Date.....

NOTE :

1. (*) The amount shall be as specified in Letter Inviting Bid.
   (**) This shall be the date of opening of Technical and Commercial bids.
   (#) Complete mailing address of the Head Office of the Bank to be given.
   (@) This date shall be three (3) months beyond bid valid.
2. The Stamp Paper of appropriate value shall be purchased in the name of Bidder / Bank issuing the guarantee.

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

Bank Guarantee No.....
Date.....

To,
[Owner 's Name & Address]

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 .....*[Contractor's Name]*..... with its Registered /Head Office at ..... (hereinafter referred to as the 'Contractor', 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 Letter of Award No. ..... dated..... and the same having been unequivocally accepted by the contractor, resulting into a Contract bearing No..... dated ..... valued at ..... for ..... and the Contractor 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 Contractor 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 Contractor. Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor 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 Contractor. 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 Contractor, 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 Contractor 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 Contractor and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractor's liabilities.

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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 .....*[Contractor'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 shall be as per the ITB document.
2. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank.

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

Bank Guarantee No.....
Date.....

To,
[Owner's Name & Address]

Dear Sir,

In consideration of .....*[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.....*[Contractor's Name]*..... with its Registered/Head Office at ..... (hereinafter referred to as the 'Contractor' 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 Letter of Award No. ..... dated ..... and the same having been unequivocally accepted by the Contractor, resulting into a Contract bearing No. ..... dated..... valued at ..... for .....*[Name of Contract*] .....(hereinafter called the 'Contract') and the Owner having agreed to make an an interest bearing advance ('said Advance') to the Contractor amounting to ..... (in words and figures).... in terms of the said Contract for performance of the above Contract against Bank Guarantee to be furnished by the Contractor.

We.....*[Name and 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, immediately on demand any or, all monies payable by the Contractor to the extent of .....*[110% of advance amount]*..... as aforesaid along with simple interest of SBI Base rate + 5.25% per annum on the Advance amount released by the Owner calculated from the date of release of the said advance by the Owner to the Contractor, at any time upto .....(#)..... without any demur, reservation, contest, recourse or protest and/ or without any reference to the Contractor. Any such demand made by the Owner on the Bank shall be conclusive and binding as to the amount and interest claimed by the Owner under this guarantee notwithstanding any difference between the Owner and the Contractor 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 vary the advance or to extend the time for performance of the Contract by the Contractor. 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 Contractor, 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 Contractor 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 Contractor and

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notwithstanding any security or other guarantee that the Owner may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is limited to .....*[110% of advance amount]*..... along with interest on the Advance amount released by the Owner as aforesaid and it shall remain in force up to and including .....(*)..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s..... [Contractor's Name]..... on whose behalf this guarantee has been given.

Dated this ..... day of ..... 201 ..... at .....

WITNESS :

..... (Signature).....
(Signature)
.....
(Name) (Name).....
....
(Official Address) (Designation with Bank Stamp)

Attorney as per Power
of Attorney No.....
Dated.....

Notes :

1. (*)This shall be as per the ITB document.
2. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank.

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FORMAT OF CONTRACT AGREEMENT

(To be executed on non-judicial stamp paper of appropriate value)

THIS CONTRACT AGREEMENT is made the_____day of_____, 20____.

BETWEEN
(1) *[Name of Owner]*, a corporation incorporated under the laws of India and having its principal place of business at *[address of Owner*] (hereinafter called "the Owner"), and (2) [name of Contractor], a corporation incorporated under the laws of India and having its principal place of business at [address of Contractor] (hereinafter called "the Contractor")

WHEREAS the Owner desires to engage the Contractor to *……..[scope of work]……..* and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

ARTICLE 1. CONTRACT DOCUMENTS

1.1 The following documents shall constitute the Contract between the Owner and the Contractor, and each shall be read and construed as an integral part of the Contract:

a) This Contract Agreement and the Appendices hereto as indicated below :
b) Letter of Intent
c) Amendment to the NIT document.
d) Instruction to Bidders
e) Special Conditions of Contract
f) General Conditions of Contract
g) Technical Specifications
h) The Bid and Schedule of Rates including Supplementary Price *(delete if not applicable)* submitted by the Contractor.
i) Integrity Pact (IP) signed between the Owner and the Bidder / Contractor

1.2 **Order of Precedence**

If there are varying or conflict provisions made within any document forming part of the contract, the Engineer-in-Charge shall be the deciding authority with regard to the intention of the document.

1.3 **Definitions**

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract.

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ARTICLE 2. CONTRACT PRICE AND PAYMENT TERMS

2.1 Contract Price

The Owner hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations under the Contract. The Contract Price shall be the *and [amount in words], [amount in figures],* or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.2 Payment Terms

Payment shall be made by the Owner to the Contractor as per the provisions of Bidding Documents.

ARTICLE 3. EFFECTIVE DATE FOR DETERMINING TIME FOR COMPLETION

The Completion period of the Project shall be determined from the date of Letter of Award.

ARTICLE 4. NON-ASSIGNABILITY

The Contract and benefits and obligations thereof shall be strictly personal to the CONTRACTOR and shall not on any account be assignable or transferable by the CONTRACTOR.

ARTICLE 5. GOVERNMENT OF INDIA NOT LIABLE

It is expressly understood and agreed by and between the Contractor and the Owner that the Owner is entering into this Agreement solely on its own behalf and not on behalf of any other person or entity. In particular it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Owner is an Independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and the general principles of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Owner is not an Agent, Representative or Delegate of the Govt. of India. It is Further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, the Contractor expressly waives, releases and foregoes any and all actions or claims, inlcuding cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue the Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this Contract.

ARTICLE 6. APPENDICES

The Appendices listed in the attached list of Appendices shall be deemed to form an integral part of this Contract Agreement. Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

ARTICLE 7. NO LIABILITY ON DIRECTOR AND EMPLOYEE

No Director, employee, consultant or agent of the OWNER or other person representing the OWNER or acting on behalf of the OWNER in or pursuant to the Contract or in the discharge of any obligation to the OWNER under the Contract or otherwise in relation to the Contract shall have any personal liability to

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the CONTRACTOR or any Sub-Contractor, agent, representative, director or employee of the CONTRACTOR or to any other person acting for or on behalf of the CONTRACTOR and the CONTRACTOR on its own behalf and on behalf of its Sub Contractors, directors, employees, agents and representatives hereby waives and disclaims any and all right of action which it or they may have whether under tort or Contract or otherwise against the OWNER or any director, employee, agent, consultant or representative of the OWNER for act of omission or commission done or omitted to be done.

ARTICLE 8. WAIVER

No failure or delay by the OWNER in enforcing any right or remedy of the OWNER in terms of the CONTRACT or any obligation or liability of the CONTRACTOR in terms thereof, shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by the OWNER and notwithstanding such failure or delay, the OWNER shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

ARTICLE 9. LANGUAGE OF CONTRACT AND COMMUNICATION

The language of the Contract shall be English and all communications, drawings, design, data, information, codes specifications and other document whatsoever supporting the bid or otherwise exchanged under the Contract shall be in English. In the event that any technical documentation is in any language other than English, the document should be translated and presented to the OWNER/Project Manager in English and English document/translated document shall be regarded as the only authentic document.

IN WITNESS WHEREOF the Owner and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and on behalf of the Owner

_____

[*Signature*]

_____

[*Title*]

in the presence of _____

Signed by for and on behalf of the Contractor

_____

[Signature]

_____

[Title]

in the presence of _____

CONTRACT AGREEMENT

dated the_____ day of_____, 20_____

BETWEEN

_____

["the Owner"]

and

_____

["the Contractor"]

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INTEGRITY PACT

BETWEEN

HINDUSTAN URVARAK & RASAYAN LTD.

(HEREINAFTER REFERRED TO AS "THE OWNER")

AND

..... (HEREINAFTER REFERRED TO AS "THE BIDDER/CONTRACTOR")

PREAMBLE

The Owner invites the bids from all eligible bidders and intends to enter into contracts for Project / Work _____, with the successful bidder(s), as per organizational systems and procedures. The Owner values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Owner will appoint an Independent External Monitor (IEM), who will monitor the bidding process and the execution of the contract for compliance with the principles mentioned above.

Section 1: Commitments of the Owner

1. The Owner Commits itself to take all measures necessary to prevent corruption and to observe the following principles in this regard:-

   a) No employee of the Owner, either in person or through family members including relatives, will in connection with the bidding for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled to.

   b) The Owner shall, during the bidding process treat all Bidders with equity and reason. The Owner will, in particular, before and during the bidding process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the bidding process the contract execution.

   c) The Owner will exclude from the process all known prejudiced persons.

2. If the Owner obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or if there be a substantive suspicion in this regard, the Owner will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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Section 2: Commitments and Undertakings by the Bidder/Contractor

1. The Bidder/Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the bidding process and during the execution of the contract:

   a) The Bidder/ Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Owner associated with the bidding process or the execution of the contract or to any third person on their behalf any material or immaterial benefit which he/she is not legally entitled, in order to obtain in exchange any advantage of any kind whatsoever during the bidding process or during the execution of the contract.

   b) The Bidder/ Contractor undertake not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.

   c) The Bidder/Contractor undertakes not to commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, any information or document provided by the Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically for purposes of competition or personal gain and will not pass the information so acquired on to others.

   d) The Bidder/ Contractor will, when presenting his bid undertakes, to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. 2 The Bidder/ Contractor will not instigate and allure third persons/parties to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from Bidding Process and Exclusion from Future Contracts

1. If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of any provisions of Section 2 or in any other form so as to put his reliability or credibility as Bidder into question, the Owner shall be entitled to disqualify the Bidder(s)/ Contractor(s) from the bidding process or to terminate the contract, if signed on that ground.

2. If the Bidder/ Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Owner shall be entitled to exclude including blacklist and put on holiday the Bidder/ Contractor for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Owner taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 3 years.

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3. A transgression is considered to have occurred if the Owner after due consideration of the available evidence concludes that no reasonable doubt is possible

4. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Owner's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

5. Subject to full satisfaction of the Owner, the exclusion of Bidder/ Contractor could be revoked by the Owner if the Bidder/ Contractor can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Section 4: Compensation for Damages including Forfeiture of Earnest Money Deposit /Security Deposit / Performance & Advance Bank Guarantees

1. If the Owner has disqualified the Bidder/ Contractor from the bidding process or has terminated the contract pursuant to Section 3, the Owner shall forfeit the Earnest Money Deposit/Bid Security, encash Contract Performance Bank Guarantees in addition to excluding the bidder from the future award process and terminating the contract.

2. In addition to 1 above, the Owner shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor's Default.

Section 5: Previous Transgressions

1. The Bidder swears on oath that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country conforming to TI approach or including with any Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify bidder's exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the bidding process or the contract, if already awarded, can be terminated on this ground.

Section 6: Company Code of Conduct

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

Section 7: Independent External Monitors

1. The Owner will appoint competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

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2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He shall report to CHAIRMAN, HURL or a person authorized by him.

3. The Bidder/Contractor accepts that the Monitor has the right to access without restriction to all Project documentations of the Owner including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-Contractors/ JV partners/Consortium member with confidentiality.

4. The Owner will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Owner and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Owner (CHAIRMAN, HURL or a person authorized by him) and request to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, Independent External Monitor shall give an opportunity to the bidder/contractor to present its case before making its recommendations to the Owner

6. The Monitor will submit a written report to CHAIRMAN, HURL or a person authorized by him within 8-10 weeks from the date of reference or intimation to him by the Owner and, should the occasion arise, submit proposals for correcting problematic situations.

7. The Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors of HURL Board.

8. If the Monitor has reported to CHAIRMAN, HURL or a person authorized by him a substantiated suspicion of an offence under relevant IPC/ PC Act, and he has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

9. The word "Monitor" will include Singular or Plural.

Section 8: Pact Duration

1. This Pact comes into force from the date of signing by all the parties. It shall expire for the Contractor 12 months after the last payment under the respective contract, and for all other unsuccessful bidders 6 months after the contract has been awarded.

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Section-9: Miscellaneous Provisions

1. This Pact is subject to Indian Law. The place of performance and jurisdiction shall be New Delhi.
2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
3. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

The Parties hereby sign this Integrity Pact at …….on this ……. day of……..20….

Owner

Bidder/ Contractor

Witness

1. _____

2. _____

Date :

Place :

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....

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FORMAT FOR EFT DETAILS

I/ WE hereby agree to receive the payment against our bills raised to M/s Hindustan Urvarak & Rasayan Ltd. directly in our bank account as per details given below through Electronic Fund Transfer Mechanism. Necessary details are given as below:

1	Name, Branch and address of Payee's bank	:	_____
2	Title of the account	:	_____
3	Account number	:	_____
4	Nature of the Account	:	_____
5	Branch MICR code number	:	_____
	[Enclose photocopy of cancelled cheque]	:	_____
6	Permanent Account Number	:	_____
	[PAN] of the Payee	:	_____
7	IFSC Code	:	_____

STAMP & SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

DATE : _____

GENERAL GUIDELINES FOR GOODS & SERVICE TAX (GST)

1.0 GST (Goods & Service Tax)

1.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** is applicable.

1.2 Quoted prices should be inclusive of all taxes and duties, except **GST**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Contractor/Supplier/Service Provider of Goods / Services only. Contractor/Supplier/Service Provider of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per prevailing rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Contractor/Supplier/Service Provider of Goods / Services (Service Provider) with requisite details.

1.3 Payments to Contractor/Supplier/Service Provider for claiming **GST** amount will be made provided the above formalities are fulfilled. Further, OWNER may seek copies of challan and certificate from Chartered Accountant for deposit of **GST** collected from Owner.

1.4 In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of OWNER that the Contractor/Supplier/Service Provider of Goods / Services has not remitted the amount towards **GST** collected from OWNER to the government exchequer, then, that Contractor/Supplier/Service Provider of Goods / Services shall be put under Holiday list of OWNER for period of six months.

1.5 In case of statutory variation in **GST,** other than due to change in turnover, payable on the contract value during contract period, the Contractor/Supplier/Service Provider of Goods / Services shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

1.6 In case contract completion is delayed for the reasons not attributable to OWNER, then any increase in the rate of **GST beyond** the contractual delivery period shall be to Contractor/Supplier/Service Provider's account whereas any decrease in the rate **GST** shall be passed on to the Owner.

1.7 In case contract completion is delayed for the reasons attributable to OWNER then any increase in the rate of **GST beyond** the contractual delivery period shall be to OWNER's account whereas any decrease in the rate **GST** shall also be passed on to the Owner.

1.8 Claim for payment of Statutory variation of **GST**, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST**, otherwise claim in respect of above shall not be entertained for payment of arrears. The base date for the purpose of applying statutory variation shall be the Bid Due Date.

1.9 Where OWNER has the obligation to discharge **GST** liability under reverse charge mechanism and OWNER has paid or is /liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OWNER or ITC with respect to such payments is not available to OWNER for any reason which is not attributable to OWNER, then OWNER shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OWNER to Contractor / Supplier.

1.10 Contractor shall ensure timely submission of invoice(s) as per rules/ regulations of **GST** with all required supporting document(s) within a period specified in Contracts/ LOA to enable OWNER to avail input tax credit. Further, returns and details required to be filled under **GST** laws & rules should be timely filed by supplier with requisite details.

If input tax credit with respect to **GST** is not available to OWNER for any reason attributable to Contractor/Supplier/Service Provider which is not attributable to OWNER, then OWNER shall not be obligated or liable to pay or reimburse **GST** charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such **GST** thereupon together with all penalties and interest if any, against any amounts paid or payable by OWNER to Supplier of Goods / Services.

2.0 ANTI-PROFITEERING CLAUSE

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer(OWNER in this case) by way of commensurate reduction in prices. The Contractor/Supplier/Service Provider of Goods / Services may note the above and quote their prices accordingly.

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

We have verified the Annual Accounts and other relevant records of M/s…… (Name of the bidder) and certify the following

A. ANNUAL TURNOVER OF LAST 3 YEARS:

SL. NO.	FINANCIAL YEAR	TURNOVER IN INR
1	FY: 2017-2018	
2	FY: 2016-2017	
3	FY: 2015-2016	

*For 2017-18, if audited annual report is not available, the bidder shall submit annual report of 2014-2015

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR :

Description	FY Closing as on 31.03.2017
	Amount (INR)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	
4. Net Worth (Paid up share capital and Free Reserves & Surplus)	
5. Paid-up Share Capital	

Name of Audit Firm: [Signature of Chartered Accountant]
Chartered Accountant Name:
Date: Designation:
Seal:
Membership no.

Instructions:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the audited annual financial statements as required for this Tender document.
3. For the purpose of this Tender document, (i) Annual Turnover shall be “Sale value/ Operating Income” (ii) Working Capital shall be “Current Assets less Current liabilities” and (iii) Net Worth shall be “Paid up share capital and Free Reserves & Surplus”
4. This certificate is to be submitted on the letter head of Chartered Accountant.

(Self Declaration on Bidder's Letter Head as per below performa)

DECLARATION

To ,

……..
……..
……..

NIT NO. : PNMM/_____

SUBJECT : TENDER DOCUMENT FOR _____

Sir ,

We hereby declare that M/s …….. is not under liquidation, court receivership or similar proceedings as on date.

Signature

Name :
Designation :

Seal of the Bidder.