

HINDUSTAN URVARAK & RASAYAN LIMITED



CONDITIONS OF CONTRACT (VOLUME-I)

CONSULTANCY SERVICES FOR 2200 MTPD AMMONIA & 3850 MTPD UREA PLANTS AND ASSOCIATED OFFSITES & UTILITIES AT BARAUNI

BIDDING DOCUMENT NO : HURL/HQ/04/101/1

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**INSTRUCTIONS TO BIDDERS (ITB)
(VOLUME-IA)**

**CONSULTANCY SERVICES FOR 2200 MTPD AMMONIA & 3850 MTPD
UREA PLANTS AND ASSOCIATED OFFSITES & UTILITIES AT
BARAUNI**

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1.0 DISCLAIMER

- 1.1 This Bid Document is not an agreement or an offer by HURL to Bidders or any third Party. The purpose of this Bid Document is to provide Bidders with information to assist in the formulation of their Bids.
- 1.2 Although all details presented in this bid documents have been complied with all reasonable care, each Bidder should conduct its own investigations and analysis and should verify the accuracy, reliability and completeness of the information in this Bid Document and obtain independent advice from appropriate sources. Bidder shall inspect the site and surrounding area and shall satisfy himself of the existing facilities and shall collect any other information, which he may require before submitting the bid.
- 1.3 HURL does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this Bid Document. Bidder's quotation is the responsibility of the Bidder and no relief or consideration can be given for errors and omissions.
- 1.4 Neither HURL nor its employees shall have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with this Bid Document, or any matter deemed to form part of this Bid Document, the award of the Consultancy Assignment, or any other information supplied by or on behalf of HURL or its employees or otherwise arising in any way from the selection process for the award of the Consultancy Assignment.
- 1.5 HURL reserves the right in its sole and unfettered discretion, without any obligation or liability whatsoever to accept or reject any or all of the Bids at any stage of the bidding process without assigning any reasons.
- 1.6 At any time prior to deadline of submission of bids, HURL may, for any reason whether at its own initiative or in response to a clarification or modification requested by any prospective Bidder(s), change, modify, add or alter the Bid Document.

2.0 DEFINITION OF TERMS

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

“**Bid Document**” shall mean this bid document issued to Bidders comprising:
(a) Volume I – Conditions of Contract comprising of three sections - Instructions to Bidders (Vol.-IA), General Conditions of Contract (Vol.-IB) Special Conditions of Contract (Vol.-IC) (b) Scope of Services/ Technical Specifications (Vol.-II) and (c) Bid Proposal Sheets for Envelope-I (Techno-Commercial Bid, Vol.-IIIA) and for Envelope-II (Bid Proposal, Vol.-IIIB) alongwith Price Schedule/SOR and all Corrigendum/

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Amendments/clarifications issued by HURL in accordance with this Bid Document.

“Consultant” 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” shall mean the complete consultancy work as per the scope of services specified in the Technical Specifications.

“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” 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.

“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.

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

“Notice of Award of Contract” / “Letter of Award” shall mean the official intimation from the Owner notifying the successful Bidder that its proposal has been accepted.

“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.

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

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authorized representative/agency/ department of the “Government of the state where the site is located”.

LSTK shall mean Lump Sum Turnkey Contract for ammonia-urea fertilizer complex at HURL, Barauni

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

3.0 INTRODUCTION

3.1 Government of India has formed a joint venture company of M/s. National Thermal Power Corporation Ltd. (NTPC), M/s. Coal India Limited (CIL), M/s. Indian Oil Corporation Ltd. (IOCL) & FCIL/HFCL by name M/s Hindustan Urvarak & Rasayan Ltd. (HURL) hereinafter also referred to as “OWNER”, for setting up a brown field Ammonia Urea Complex along with its associated offsite & utility facilities at existing fertilizer complex of HFCL, Barauni, in the State of Bihar

3.2 Above project is to be implemented on Lump Sum Turn Key (LSTK) mode for main Ammonia (2200 MTPD) and Urea (3850 MTPD) plants along with GTG-HRSG and Ammonia Storage system (2*5000 MT). However remaining offsite facilities shall be carried out on EPCM basis by selected Project Management Consultant.

3.3 Scope of work of the LSTK Contractor shall include Grant of Process License, Basic Design and Detailed Engineering, Procurement, Supply, Fabrication, Inspection by Third Party Inspection Agency (TPI) as applicable, Route survey for ODCs, Insurance, Transportation of all equipment / materials to work site, Storage, construction and erection of all civil, mechanical, electrical and instrumentation works, assembly and Installation, obtaining all necessary statutory approvals, Testing, Mechanical Completion, Pre-Commissioning, Commissioning, Performance Guarantee Test Run (PGTR) including Total Project Management and handing over of the plants and facilities under contractor scope of work duly completed on single point responsibility basis.

HURL has already pre-qualified LSTK Bidders for above Project and has received LSTK Bids for the same which are presently under evaluation. In addition, Pre-Project activities like Land Development including levelling & grading, provision of Construction / Grid Power, Access Road to Plant / Internal Roads, etc are under progress at Site.

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3.4 Now, HURL intends to appoint a Competent Project Management Consultant (hereinafter called as 'CONSULTANT') for the Ammonia-Urea Complex along with its associated offsite & utility facilities at Barauni who would be responsible for the overall Project Management as per detailed scope of work identified in Technical Specifications (Vol-II) of subject bidding document. This PMC shall also be responsible for all the required co-ordination and integration between LSTK contractor and all other non-LSTK contractors so that the plant gets commissioned as per the laid down timelines and performance guarantee test parameters.

3.5 The bidder of the subject tender shall have to sign a secrecy / non-disclosure agreement with the OWNER/ Licensor(s) of LSTK CONTRACTOR whenever called for by the OWNER.

4.0 BID DOCUMENTS

The scope of services, evaluation procedure, terms & conditions of contract and technical requirements are prescribed in the bidding documents. The Bid Documents shall comprise the following:

- (a) Conditions of Contract (Vol.-I) comprising of:
 - I. Instructions to Bidders (ITB) (Vol.-IA)
 - II. General Conditions of Contract (GCC) (Vol.-IB)
 - III. Special Conditions of Contract (SCC) (Vol.-IC)
- (b) Scope of Services/ Technical specifications (Vol.-II)
- (c) Bid Proposal Sheets for Envelope-I (Techno-Commercial Bid) (Vol.-IIIA) and Bid Proposal Sheets for Envelope-II (Price Bid) (Vol.-IIIB) alongwith Price Schedule/SOR .

The Bidder is expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

These Documents are meant for the exclusive purpose of submitting a Bid by the Bidder against this specification only and shall not be transferred, reproduced or otherwise used for purposes other than for which it is to be specifically issued.

5.0 QUALIFYING REQUIREMENT(QR)

To qualify, the bidder must have to satisfy the following Mandatory (General & Specific) qualifying requirements.

5.1 General Requirement

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- (a) The Bidder can be an Indian Bidder or an Indian Affiliate of a Foreign Company. The Indian Bidder or Indian affiliate of Foreign Company should have an office and operations in India, for minimum last 03 (Three) Year, as on date of issuance of NIT.
- (b) The Bidder should be registered under Indian Companies Act 1956 and applicable amendment thereof. A copy of certificate of incorporation and PAN Card must be furnished by the Bidder with the Technical Bid for this purpose.
- (c) 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 an undertaking to this effect on a non-judicial stamp paper duly notarized as per format enclosed in the NIT document.**

5.2 Specific Requirement

- a) The Bidder should have a minimum average Annual Turnover of Rs.31 crores (Rupees Thirty one Crores only), during any 3 (three) financial years over a period of last five financial years. Bidder should propose the three financial years to be chosen for consideration. (Audited Balance sheet from certified Chartered Accountant to be furnished by the Bidder in this regard).
- b) Net worth of the bidder, as on the last date of last financial year out of the three financial years as proposed by bidder in a) above, should be positive.
- c) The Bidder should be a multidisciplinary engineering consultancy organization having the experience of executing consultancy services as Project Management Consultant (PMC)/ Engineering, Procurement and Construction Management (EPCM) Consultant / Lump sum Turnkey (LSTK) Contractor of Greenfield /Brownfield / Revamp of Ammonia / Urea / Ammonia-Urea fertilizer plant(s) in India or abroad in preceding Ten years (10 years) reckoned from the date of issuance of NIT. In case Bidder is submitting reference of being a LSTK contractor, bidder should also possess experience of successfully carrying out detailed engineering.

Bidder should furnish documentary evidence in this regard.

- d) The minimum executed amount of contract value in the consultancy assignment(s) proposed for meeting the requirements at 5.2 (c) above should be:
- Rs19 crores, if one reference order is proposed,
Or
 - Rs15 crores each, if two reference orders are proposed,

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Or

- Rs12 crores each, if three reference orders are proposed.

It shall be mandatory for Bidder shall submit valid documentary proof (copy of work order along with scope of work, Mechanical completion certificate issued by Client/Plant Owner duly certified by plant Owner/Client for compliance with above requirement. .

- e) Bidder shall submit an undertaking with respect to non-conflict of interest with LSTK Bidder and/or technology supplier / Process licensor of HURL projects as detailed in the tender document.

Notes for an Indian Affiliate of a Foreign Company:

- i) For the purposes of these instructions, “Affiliate” shall mean a Company owned and controlled by the Foreign Company where:
 - “Ownership” means the legal and beneficial Ownership of more than 50% of the issued and subscribed equity shareholding of the Indian company either directly or through a common holding company which owns the majority of the issued and subscribed equity shares of the Foreign Company and the Indian Company.
 - “Control” means the right to exercise majority of the voting rights on any resolution for the appointment of Directors of the Indian Company either directly or through a holding company aforesaid.
- ii) In case Bidder is an Indian Affiliate of Foreign Company or subsidiary of a Foreign Company, credentials of their Parent company with respect to 5.2 (c) and (d) above can be considered.
- ii) The reference order value executed shall be converted to Indian Rupees considering the conversion rate as on date of issue of order based on SBI selling rate.
- iii) Bid shall be signed by a duly authorized signatory of the Indian affiliate.
- iv) Bid shall contain full particulars of Foreign Company and of the Indian Affiliate and shall provide all information necessary to satisfy Owner that the Indian Affiliates with the necessary back up and support of the Foreign Bidder will be able to perform the obligations of the Consultant to provide the required EPCM/PMC services in the same manner and same standard as could be provided by the Foreign Company. The Bidder (Indian Affiliate) shall submit a letter as per format enclosed in NIT document from its Foreign Company
- v) The Indian Affiliate should possess the experience of successfully carrying out PMC/EPCM services in Petrochemical / Refinery / Fertilizer

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during the last ten years reckoned from the date of issuance of NIT.

In case the bidder(s) fails to satisfy the above requirements, the bid shall be considered non responsive and shall not be considered for further evaluation and the consultant shall be disqualified at this stage.

6.0 CLARIFICATION OF BIDDING DOCUMENTS

A prospective Bidder requiring any clarification to the bidding documents may notify the Employer through e-mail or in writing by post or by telefax at the Employer's address indicated in Notice Inviting Tender . The Employer will respond to any request for clarification or modification of the bidding documents that it receives up to the date set for Pre-bid conference prescribed by the Employer. The Employer will send the Clarifications / Amendments prior to the deadline for submission of in the manner specified at Clause 7.0 below.

6.1 PRE-BID CONFERENCE

6.1.1 Employer at its discretion may organize a pre-bid conference with the prospective Bidders at the place, date and time as indicated in IFB. 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..

6.1.2 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.

6.1.3 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.

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

7.0 ISSUANCE OF CORRIGENDUM/ AMENDMENT

7.1 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 requested by a prospective Bidder, amend the bidding documents / issue clarification to bidding documents.

The amendment / clarification issued by OWNER will be binding on Bidders and it will be assumed that the information contained therein have been taken into account by the Bidder in its bid. In order to provide reasonable time to the prospective Bidders, for taking the effects of Amendments, if any, into account

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while preparing their bid, the Owner may, at its discretion, extend the deadline for the submission of bids.

All amendments / clarifications to bidding documents shall be uploaded on HURL website (<http://www.hurl.net.in/content/tender>) only. Bidders are advised to check aforesaid website on regular intervals for such communications. Amendments / Clarifications uploaded on (<http://www.hurl.net.in/content/tender>) shall be considered final for all purposes. No hard copy / e-mail communication shall be sent in this regard.

- 7.2 Clarification(s), if any, required by the bidders, shall be addressed to GM(Contract Services)/Dy.Manager (Contract Services) and to no other person. The request for clarification and the response shall be in writing.

8.0 INSPECTION OF SITE BY CONSULTANT

The prospective Consultant may inspect and examine the BARAUNI site of HURL and its surroundings and shall satisfy himself as to the form and nature of the site, the quantities and nature of work and the equipment/ materials necessary for the completion of the works and the means of access to the site, the availability of accommodation and in general, shall obtain all necessary information as risks, contingencies, other circumstances, which may influence or affect its bid, before Bidding. HURL will not bear any liability, whatsoever, on this account.

The Bidder will be granted permission by the HURL to enter upon the Barauni site for the purpose of such inspection, but only upon the explicit condition that the Bidder will release and indemnify HURL and his personnel and agents from and against all liability in respect thereof and will be responsible for personnel injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses incurred as a result thereof.

9.0 PREPRATION AND SUBMISSION OF BID

9.1 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.

The English Translation of the documents shall be carried out by professional Translators and the Translators shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate.

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9.2 Documents Comprising the Bid

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

- i) **"Envelope-I (Techno-Commercial) Bid" (except Bid Security as per Clause 9.2.1)**
- ii) **"Envelope-II (Price) Bid" (Price Schedule),**

The last date and time of submission of **'Envelope-I (Techno-Commercial) Bid' and 'Envelope-II (Price) Bid'** shall be as stipulated in the Bidding Document/ subsequent communication in writing from the Owner.

Initially, **"Envelope-I (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, **Envelope-II (Price) Bid** shall not be opened.

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

Envelope-I (Techno-Commercial) Bid shall be evaluated for completeness and in regard to fulfilment of the eligibility conditions. The **Envelope-II (Price) Bid** of the Bidders whose Techno Commercial bids considered responsive and qualified shall be opened at a later date and time, which shall be intimated in writing separately by the Owner.

9.2.1 Envelope-I (Techno-Commercial) Bid

Envelope-I (Techno-Commercial Bid) submitted by the Bidder shall comprise of Bid Form (Techno-Commercial), duly completed and signed by the Bidder together with following details/ documents :

- (i) **Bid Security along with 'No Deviation Certificate' and Letter of Undertaking(to be submitted in a separate sealed envelope before the stipulated bid submission closing date and time)**

Bid Security along with **'NO Deviation Certificate'** and a Letter of Undertaking shall be furnished in accordance with ITB Clause 12.0 in a sealed envelope, super scribed on the top as under and be addressed to the concerned persons at the address mentioned at ITB Clause 12.3 :

"Original Bid Security along with 'NO Deviation Certificate'and Letter of Undertaking for Consultancy Services for the proposed 2200 MTPD Ammonia & 3850 MTPD Urea Plants and associated Offsites & Utilities at Barauni " as per Bidding Document No HURL/HQ/04/101/1 due on (date of Bid

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Opening) from M/s..... (Name of the Bidder)".

The bidders are requested to send the Bid Security well in advance so as to be received by the respective package in charge before the scheduled date of closing of submission of bids as described in the time schedule in the Bidding Document/ subsequent communication in writing from the Owner.. HURL shall not be liable for loss/ non-receipt/ late receipt of Bid Security in postal transit.

(ii) 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-A1 to GCC in the manner mentioned at 9.2.1(i) above.

Submission of Annexure-A1 to GCC (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.

(iii) Techno-Commercial Proposal Bid Form along with the following Schedules:

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2.	Schedule 1: Qualification details for Clause 5.1 of ITB	1
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4	Schedule I (B): Qualification details for Clause 5.1 (a &b) of ITB	1
5	Schedule 2: Qualification details for Clause 5.1 (c) of ITB	1
6	Schedule 2A: Format for undertaking against banning	1
7	Schedule 3: Format For Certificate From CEO Regarding Authenticity Of Details/ Documents Submitted For Meeting Qualifying Requirements	1
8	Schedule 4: Qualification details for Clause 5.2 (a & b) of ITB	2
9	Schedule 5: Qualification details for Clause 5.2 (c & d) of ITB	2
10	Schedule 5A: Qualification details for Clause 5.2 (c & d) of ITB read in conjunction with Notes of Clause 5 of ITB	3
11	Schedule 5A 1: Qualification Details For Clause No 5.2 (c&d) of ITB Read In Conjunction Notes No. V Of Clause No 5 Of ITB	2
12	Schedule 5A 2: Proforma Of Letter Of Undertaking By The Bidder Along With Their Bid As Per Note No. (Iv) Of Clause No. 5.0 Of ITB	1
13	Schedule 6: QUALIFICATION DETAILS FOR CLAUSE 5.2(e) of ITB	1
14	Schedule 6A: Proforma Of Letter Of Undertaking To Be Submitted By The Bidder Along With Their Bid Regarding Their Non- Conflict Interest For The Assignment To Be Undertaken For ,In Case Award,For The Subject Package As Per Clause No. 5.2(E) Of ITB	2
15.	Schedule 7: Work Completion Schedule	2
16.	Schedule 8: Details of Key Personnel	1
17.	Schedule 9 : Methodology of Execution of Assignment	1
18.	Schedule 10: Details for Electronic Fund Transfer	2
19	Schedule-11: Power of Attorney	1
20	Schedule 12: Additional Information schedule	1
21	Schedule 13: Certificate for non-involvement of Agent	1

Techno-Commercial Bid Form, duly completed and signed by the bidder together with all Schedules mentioned above is required to be

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submitted.

Note 1:

The documents furnished by the bidder should be true including the contents thereof. The bidder shall submit an affidavit to this effect, as per Schedule 2 of bid proposal sheet-techno-commercial bid, duly notarised. Non submission of affidavit or submitting false affidavit, if found at any stage, shall render the bidder disqualified and their bid security / Contract Performance Security shall be liable to be forfeited.

9.2.2 Envelope-I (Techno-Commercial) bid should not contain any price content entry.

“Envelope-I (Techno-Commercial) Bid” shall be evaluated for completeness and in regard to fulfilment of the eligibility conditions . The "Envelope-II (Price) Bid" of the Bidders whose Envelope-I (Techno-Commercial) bids have been considered responsive and qualified shall be opened at a later date and time, which shall be intimated in writing separately by the Owner.

9.2.3 "Envelope-II (Price) Bid"

The Price Bid is to be submitted shall comprise of following components:

Bidders shall quote lump sum price and man day/man month charges (inclusive of all Taxes, Duties and Levies, etc.) except GST for the entire scope of services as per Technical Specifications (Vol-II) in the Price Schedule / SOR

Bidder shall quote the component of contract price on which GST is applicable. Bidder shall indicate the rate of GST (in %) prevailing as on 7 days prior to date of Techno-Commercial Bid opening alongwith the price component on which GST is applicable and the GST amount..

THE PRICE BID SHALL NOT CONTAIN ANY MATTER IN RESPECT OF TECHNICAL AND/ OR COMMERCIAL ASPECTS OTHER THAN THE DETAILS SPECIFICALLY SOUGHT IN THE PRICE BID.

9.3 Original Envelope-I (Techno-Commercial) and Envelope-II (Price) bids plus 3 copies of the same sealed in separate envelopes shall be submitted by bidders by the time and date mentioned in Notice Inviting Tender / date & time specified separately by OWNER by any subsequent communication at following address:

**General Manager (Contract Services) / Dy. Manager (Contract Services)
HURL LIMITED, 2nd Floor, Core-2
Scope Minar, Laxmi Nagar,**

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Envelope containing Techno-Commercial Bid should be subscribed on top “Envelope-I (Techno-Commercial) Bid” along with Name of Tender, and Name and Address of the Bidder. Similarly, envelope containing Envelope-II (Price) Bid should be subscribed on top “Envelope-II (Price) Bid” along with Name of Tender, and Name and Address of the Bidder.

Further, envelope containing copy and original bids should be properly subscribed for clear identification. Bids complete in all respects should reach on or before the Bid Due Date and time. Bids through Fax/E-mails will not be accepted. HURL takes no responsibility for delay, loss or non-receipt of Bid sent by post / courier.

- 9.4 The bid shall be neatly typewritten and as per consecutively numbered pages. They should not contain any terms and conditions printed or otherwise, which are not applicable to the bid. Insertions, postscripts, additions and alterations shall not be recognized unless signed by the Bidder’s legally authorised attorney. All pages of the bid and its annexure should be signed by the person holding power of attorney as per Clause 14.0 of ITB below.

10.0 PRICE BASIS & BID PRICE

- 10.1 Bidders shall quote the Lumpsum fee and Man day /Man month Charges/rate as the case may be 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. However, in case the completion of the project(s) gets delayed beyond 8 months from the schedule Mechanical Completion date of the LSTK Contract for the reasons not attributable to the bidder, the bidder shall be entitled to price adjustment in their quoted man days/ man months charges for Part-B (“Additional Fee”) of the Price Schedules/SOR as per the escalation formula enclosed at Annexure-A2 to GCC. However, this price adjustment shall be applicable on those services of SI. No 5 to 9 of SOR rendered after the above due date.
- 10.2 Bidder should quote the lump sum price and manday/manmonth charges/rate for the entire scope of services for as per HURL Specification and Scope of Services. The aforesaid lump sum price and manday/manmonth charges/rate should be on **firm price basis** and should be inclusive of all Taxes, Duties and Levies, etc. except GST. GST shall be paid by Owner at actual as brought out at para 21.3 below. Any statutory variations & any new cess and/or levies there upon during the currency of the contract on GST shall also be paid by Owner,subject to submission of 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 date of Techno-Commercial Bid opening, the same shall be reimbursed to the bidder against the documentary evidences.

Further, the quoted lump sum price and man day/man month charges/rate shall also include all related expenses such as traveling expenses,

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administrative charges, Laboratory charges, Documentation charges, 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 CURRENCY OF BID

The quoted prices /rates be should be in Indian Rupees (except for SI.no 6 of Price Schedule/SOR) 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.

The prices/rates for SI no 6 of Price Schedule/SOR should also be quoted by the bidders in Indian Rupees, ,however, the bidders may quote the some portion of Man day/Man month charges in US Dollars to meet the expenditure of their personnel while they are on abroad.

12.0 BID SECURITY

12.1 The bidder shall furnish, as part of its bid, a Bid Security in a separate sealed envelope in the manner prescribed below. The amount of this bid security shall be INR 1,54,00,000/- **(Indian Rupees One Crore Fifty Four Lakh only)**

The Bid Security offered shall be in one of the following alternative forms:

- a) A crossed Bank Draft in favour of HURL Limited payable at New Delhi;
- b) A Banker's Cheque/ Pay Order drawn in favour of HURL Limited payable at New Delhi.
- c) An irrevocable Bank Guarantee (in prescribed proforma executed on non-judicial stamp of appropriate value) of any Bank from the list enclosed at **Annexure-B1** to General Conditions of Contract, in favour of HURL Limited, New Delhi. Proforma of the Bank Guarantee is enclosed as **Annexure-B** to General Conditions of Contract;

However, Central / State Public Sector Undertaking / Enterprise (PSU/PSE) are exempted from submission of above bid security. Bidders claiming such exemption need to submit necessary valid documentary proof of their eligibility.

Bid security shall be initially valid for a period of two hundred and twenty five (225) days from the date of bid opening of Envelope-I (Techno-Commercial) Bid. The validity of bid security shall also be extended in accordance with Clause 13.0 below.

12.2 The Bid Security shall be accompanied with a **Letter of Undertaking** in the Proforma enclosed in the Bid Documents as **Annexure-A** and '**No Deviation Certificate**' in the Proforma enclosed in the Bid Documents as **Annexure-A1** to the General Conditions of Contract

12.3 The Bid Security along with Letter of Undertaking and '**No Deviation Certificate**' shall be submitted in a separate sealed envelope before the last

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date & time for submission of Bid Proposal mentioned in the Bidding Document/ subsequent communication in writing from the Owner at the address mention below by hand or by Registered Post.

HURL Limited,
Contract Services,
Core-2,2ndFloor, Scope Minar
Laxmi Nagar District Centre
New-Delhi-110092,

Concerned Persons: Mr. Suhas Datta, GM (Contract Services)/ Mr. RakeshKumar Agrawal,. Dy. Mgr. (Contract Services)

- 12.4 The Bid Security shall be made payable without any condition to the Owner 'On demand'. The Bid Security shall remain valid for a period of forty five (45) days beyond original Bid Validity period and beyond any extension of Bid Validity subsequently requested under ITB Clause 13.0 below.
- 12.5 In consideration of the Owner opening and considering the Bid for purposes of award, the Bidder shall keep his Bid valid for a period of Six (6) months from the date of opening of the Techno-Commercial Bid, during which period the Bidder agrees not to vary, alter or revoke his Bid as a whole or in part. If the Bidder, however, fails to keep his Bid valid for 6 (Six) months or varies it during the period, then the Owner shall be entitled to forfeit the Bid Security amount without any notice or proof of damages etc.
- 12.6 Bid Security of Bidders whose Techno-Commercial Bid has not been found acceptable, shall be returned alongwith letter communicating rejection of Techno-Commercial Bid. The Bid Security of Bidders who are unsuccessful after opening of Price Bids shall be returned immediately after placement of award on the successful Bidders.
- 12.7 The Bid Security of the successful Bidder to whom a Contract is awarded will be returned after the said Bidder provides the Contract Performance Security and the same is accepted by the Owner.
- 12.8 The Bid Security of a bidder may be forfeited
- (a) If the Bidder withdraws or varies its bid during the period of bid validity specified in bidding document.
 - (b) if the Bidder does not accept the correction of its Bid price pursuant to Clause 22.0.
 - (c) if the Bidder does not withdraw any deviation, variation and additional condition to the provisions of bidding documents read in conjunction with its amendment/ errata/ clarification/ addenda mentioned anywhere in the bid without any price implication whatsoever to the Owner.
 - (d) In the case of a successful Bidder, if the Bidder fails to furnish the required Contract Performance Guarantee/ Security within the specified time limit, in accordance with Clause 7.0 of General Conditions of

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Contract.

12.9 No interest will be payable by the Owner on the above Bid Security

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

13.1 The Bid (both "Techno-Commercial Bid" and "Price Bid") shall be valid for Owner's acceptance for at least a period of six (6) months from the date of opening of Envelope-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.

14.0 SIGNING OF BIDS/ OFFERS

14.1 The bid, consisting of the documents listed in ITB Sub-Clause 9.2 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 Sub-Clause 14.2 below. The offer must contain the name, designation and place of business of the person or persons making the offer.

14.2 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 Clause 13.0 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).

14.3 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.

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

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

15.0 not used

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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 by amending the bidding documents in accordance with ITB Clause 4.0, 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 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 12.3 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 Clause 13.0. 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 ENVELOPE-I (TECHNO-COMMERCIAL) BIDS

19.1 The Owner will first open, only Techno-Commercial Bid in the presence of

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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 writing from the Owner. 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 Bid Security along with the No Deviation Certificate and Letter of Undertaking (submitted in separate sealed envelopes), of all the bidders.

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

If the BID SECURITY submitted by the Bidder has a minor deviation with respect to the format enclosed with the bidding documents, the OWNER may at its discretion 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 (and modifications sent pursuant to ITB Sub Clause 18.0) that are not opened at bid opening will not be considered for further evaluation, regardless of the circumstances.

20.0 EVALUATION OF ENVELOPE-I (TECHNO-COMMERCIAL) BIDS

- 20.1 Before taking up the evaluation, compliance to the requirements of the Bidding Documents in respect of submission of “No Deviation Certificate” and “Letter of Undertaking” by the bidder as brought out clause 9.2.1 above 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 .

- 20.2 The Owner will determine whether each Bid is of acceptable quality, is generally complete and is substantially responsive to Bidding Documents. For purposes of this determination, a substantially 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

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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.

- 20.3 Further the Techno-commercial examination will ascertain the completeness of the bid.
- 20.4 A bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 20.5 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.
- 20.6 An affirmative determination will be a prerequisite for eligibility of Bidder for opening of their Price bid. A negative determination will result in rejection of the Bidder's Techno-Commercial Bid in which event, such Bidders will not be considered eligible for opening of their Price Bid.
- 20.7 Bidder may note that deviations, variations and additional conditions etc. or any mention contrary to the bidding documents read in conjunction with Amendment(s)/ Clarification(s)/ Addenda/ Errata (if any) found anywhere in the Techno-Commercial and/or, Price Bid, implicit or explicit shall not be given effect to in evaluation and the same shall stand unconditionally withdrawn by the bidder without any cost implication to the Employer; failing which the Bid Security shall be forfeited.
- 20.8 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. Such clarifications sought by Owner shall be considered authenticated if sought over the signature of GM (Contracts)/ Dy. Manager (Contracts) and clarification sought by any other person verbally or in writing shall not be given effect to by the Bidders.
- 20.9 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.

21.0 OPENING OF ENVELOPE-II (PRICE) BIDS AND EVALUATION

- 21.1 After the evaluation process of Techno-Commercial bid is completed, the Owner will inform in writing the eligible Bidders regarding date, time and

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venue set for the opening of Price Bids. Bidders, whose Techno-commercial Bid is not substantially responsive, shall also be informed in writing and their Price Bid will not be opened.

21.2 Envelope-II (Price) Bids of those Bidders, whose Techno-Commercial Bid is found to be substantially responsive, will be opened in presence of the Bidder's authorized representatives (not exceeding two per Bidder) who choose to attend. All important information and any such other detail, as may be considered appropriate by the Owner will be read out during the bid opening.

21.3 The bidder is required to quote their prices/rates for all the items as asked in the price schedule/SOR **If the bidder has indicated “Not Applicable/Not Quoted/NA” or kept the space to indicate the lumpsum price / Manday/manmonth rate blank in the price schedule, their bid will be rejected and will not be considered for price evaluation.** Further, the bidder should invariably indicate the GST details as asked in the Price Schedules, In absence of GST details, GST amount will be derived as follows, for the purpose of evaluation. :

- i) if the bidder quote only GST rate without indicating its applicable price component (i.e price component on which GST rate calculated by the bidder) and without indicating the total GST amount , the total GST amount shall be arrived on the basis of the quoted GST rate and the total quoted fees & Man-day/Man month rates/charges indicated by the bidder in their price proposal/SOR.
- ii) if the bidders quotes GST rate and its applicable price component but does not indicate the total GST amount in their price schedule, the total GST amount shall be arrived on the basis of the quoted GST rate and its applicable price component .
- iii) if the bidder does not quote GST rate but indicate the total GST amount in their price schedule, the total GST amount quoted by the bidder in their price schedule shall be considered for the purpose of evaluation.
- iv) if the bidder does not quote GST rate and total GST amount in their price schedule by indicating 'Nil'/'Not applicable'/NA/kept the space blank ,then GST amount shall be deemed to have been included in the bid price itself.

21.4 Bidders shall indicate their prices in the Price Schedule/ SOR. Any conditional discount offered by the bidder shall not be considered for the purpose of evaluation, however, the same shall be considered for purpose of award.

21.5 The evaluation shall be carried out based on i) the quoted lumpsum fee and Man-day /man month rate/charges (after adjustment of errors as brought out at 22.0 below) and estimated man-days/man-months and ii) total amount of GST, as derived from 21.3 above. While evaluating, Man-day charges quoted in US\$ for the visit to be undertaken outside india shall be converted into

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equivalent Indian Rupees ,considering SBI bill Selling Exchange Rate prevailing as on the actual date of Techno-Commercial Bid Opening. The total evaluated price shall be derived as per the following:

Sl.no	Particulars	Quoted Price (in equivalent Indian Rupees) and GST amount
1	Lumpsum Fee in INR	As indicated by the bidder in the Part-A of Price Schedule/SOR
2	Manday/Manmonth Charges in equivalent INR	To be derived based on the manday / manmonth rates indicated by the bidder in Part-B of the Price Schedule/SOR (Part-B)
3	GST Amount in INR	As derived mentioned at para 21.3 above

Total evaluated Price = Price Quoted under 1 above+ Price derived under 2 above + GST amount (derived as per para 21.3 above) (in equivalent INR)

- 21.6 The OWNER will award the CONTRACT to the successful Bidder whose Technical and Commercial bid has been found to be qualified and substantially responsive and Price has been found as the lowest evaluated Bid price.
- 21.7 The Owner does not bind itself to accept the lowest or any offer or to give any reasons for its decision. The participating bidders may note that the decision of Owner shall be final and binding on all matters/ issues arising out of the bidding process.

22.0 DISCREPANCIES AND ADJUSTMENT OF ERRORS

- 22.1 The Bid Documents are mutually explanatory of one another. If there are varying or conflicting provisions made in any one of the Bid Documents, HURL shall be deciding authority with regard to the intention of the Bid Document and any such decision given by HURL in this regard shall be final and binding on the Bidders.
- 22.2 If on checking, any difference is found between the rates given by the Consultant in words and figures or in the amount worked out by him in the Schedules in the proposal, the same shall be rectified in accordance with the following rules:
- In the event of discrepancy between prices quoted in words and figures, the description in words shall prevail.
 - In the event of an error occurring as a result of wrong extension of the unit rate and quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.
 - All errors in totalling in the amount column and in carrying forward totals shall be corrected.

If the Bidder does not accept the corrections of the errors as above, its Bid will be rejected and Bid Security shall be forfeited.

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23.0 CONTACTING THE EMPLOYER/ OWNER

No Bidder shall contact the Owner on any matter relating to its bid, from the time of the opening of bids to the time the Contract is awarded.

Any effort by a Bidder to influence the Owner in the Owner's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

24.0 OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Owner's action.

25.0 LETTER OF AWARD

The Owner shall notify the successful bidder in writing by Registered/ Speed post or by telefax to be confirmed in writing by registered letter that its bid has been accepted. The Letter of Award will constitute the formation of the Contract.

25.1 CONTRACT AGREEMENT

The bidder who has been issued the letter of award, shall enter into formal contract agreement with HURL (as per proforma enclosed at Annexure- A3 of GCC) on the date and place to be notified by HURL. Contract Documents for agreement shall be prepared after award of work as intimated to the successful Bidder by a Fax of Letter of Award. Until the final Contract Documents are prepared and executed, LOA shall be constitute a bidding contract between the successful Bidder and HURL.

26.0 INELIGIBILITY FOR PARTICIPATION IN RE-TENDER

If a bidder after having been issued the Letter of Award, does not submit an acceptable Performance Security in line with Clause 7.0.0 of General Conditions of Contract and which results in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of this particular package.

27.0 REBATE

27.1 No suo-moto reduction in price(s) by Bidders is permissible after opening of the price bid. If any Bidder unilaterally reduces the price(s) / percentage quoted by him in his bid after opening of price bids, such reduction shall not be

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considered for comparison of prices but shall be binding on the Bidder if he happens to be selected for award of work.

28.0 NUMBER OF BIDS

- 28.1 A Bidder shall on no account submit more than one Bid either directly or indirectly.
- 28.2 A Bidder shall be deemed to have submitted an indirect Bid if a subsidiary of the bidder is also a direct or indirect Bidder in an independent Bid or if the Bidder or its subsidiary has with its consent been indicated as a sub-contractor in any other Bid or even if not so indicated has entered into any arrangement (whether disclosed or undisclosed) with any other Bidder or with a sub-contractor of that Bidder for the performance of any work for that other Bidder upon an award of the work to that other Bidder.
- 28.3 If a Bidder makes more than one bid and/or directly or indirectly participates in another Bid as contemplated under 28.2 above, all the Bids of the Bidder, including the Bid of the Bidder in whose bid the first named Bidder has directly or indirectly participated, may be considered as cartel Bids and may be rejected. If the factum of such Bid(s) is discovered after the notification of award, the resultant contract shall be liable to be terminated.

29.0 COST OF BIDDING

The bidder shall bear all direct and indirect costs associated with the preparation or delivery/ submission of their Bid, participating in discussions etc. including costs and expenses related with visits to the site(s) and OWNER's offices. HURL will in no case be responsible or liable for reimbursement of those cost and expenses regardless of the outcome of the bidding process

30.0 BID BY A CONSORTIUM / JOINT VENTURE / PARTNERSHIP

Bid by a consortium / joint venture / partnership firm shall be considered ineligible for subject tender.

31.0 NON-CONFLICT OF INTEREST:

Bidder shall submit an undertaking in specified format enclosed in bid proposal sheets (Techno-Commercial) bid confirming that it does not have any conflict of interest with HURL including following LSTK Bidder and/or technology supplier / Process licensor for HURL, Barauni project.

	LSTK bidders	Ammonia Technology	Urea Technology
1	Technip France (Lead Bidder) Technip, India (Consortium	Haldor Topsoe	Saipem

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	Member) L&T Hydrocarbon Engineering Ltd. (Consortium Member)		
2	Thyssenkrupp Industrial Solutions Germany (Lead bidder) Thyssenkrupp Industries, India (Consortium Member)	Uhde	Stamicarbon
3	Toyo Engineering Corporation, Japan (Lead bidder) Toyo Engineering India Private Limited (Consortium member)	KBR	Toyo