

HINDUSTAN URVARAK & RASAYAN LIMITED
(A JOINT VENTURE OF CIL, NTPC, IOCL, FCIL & HFCL)



SECTION – I

NOTICE INVITING TENDER
(NIT)

NAME OF PACKAGE: PROCUREMENT OF NEEM OIL FOR NEEM COATED UREA PRODUCTION AT HURL, GORAKHPUR

NIT NO: HURL/GKP/C&M/21-22/P-119/TE-120 NEEM OIL FOR NEEM COATED UREA PRODUCTION DATED 17.01.2022

- 1.0** HURL (Hindustan Urvarak & Rasayan Limited) invites on-line bids from eligible Bidders fulfilling the Qualifying Requirements / Pre-Qualification Criteria (PQC) under Single Stage Two part Bidding system for aforesaid package.

2.0 Brief Details

Published Date	Refer CPP Portal
Bid Document Download / Sale Start Date	Refer CPP Portal
Bid submission Start Date	Refer CPP Portal
Last Date and Time for Bid submission	Refer CPP Portal
Technical Bid Opening Date & Time	Refer CPP Portal
Earnest Money Deposit (EMD) in INR	1,95,000.00
Pre-Bid Conference Date & Time (if any)	Not Applicable
Last Query Date	Refer CPP Portal
Reverse Auction	NA

- 3.0** EMD/Bid Security shall be submitted in a sealed envelope separately offline/online by the stipulated bid submission closing date and time at the address given below. Any bid without an acceptable Bid Security (if applicable) shall be treated as non-responsive by the employer and shall not be opened.

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

- 4.0** MSE bidders are exempted from submission of EMD as per provisions in the Tender Documents.

MSE bidders seeking benefits of MSE as specified in the Tender Documents, must submit Attested/Self attested copy of Registration certificates (as mentioned in clause 4.0 of ITB) failing which no benefit of MSE shall be extended.

- 5.0** A complete set of Bidding Documents may be downloaded by any interested from the e-tendering Site (<https://eprocure.gov.in/eprocure/app>).

Bidder who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not tamper/modify the tender document/form including downloaded price bid template in any manner. In case the same is found to be tampered/modified in any manner, bid will be completely rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with HURL for a period of two years.

Intending Bidders are advised to visit CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.

Not more than one tender shall be submitted by one bidder/ bidder(s) having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e., when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

6.0 Qualifying Requirements / Pre-Qualification Criteria (PQC)

Following are the Qualifying Requirements / Pre-Qualification Criteria (PQC) for the subject package:

Sr. No	Criteria	Document Required
1	Bidder should be either manufacturer of Neem oil/Authorised Dealer /supplier of manufacturer	Proof to be submitted by either manufacturer certificate / authorisation certificate issued by manufacturer with Copy of PAN & GST
2	<p><i>Bidder should have successfully executed the supply of BOQ items after 31/03/2018 till 31/03/2021(in last three years)</i></p> <p><i>Three Purchase Orders of BOQ items each costing not less than Rs.38.4 Lacs.</i></p> <p style="text-align: center;"><i>OR</i></p> <p><i>Two Purchase Orders of BOQ items each costing not less than Rs 57.6 Lacs.</i></p> <p style="text-align: center;"><i>OR</i></p> <p><i>One Purchase Orders of BOQ items costing not less than Rs. 76.8 Lacs.</i></p>	<p><u>Documents to be submitted</u></p> <p>Copy of Work Order/PO/rate contract/ agreement with following details:</p> <p>i) Work order/PO/rate contract/ agreement with number, date and value</p> <p>ii) Name of the client,</p> <p>iii) Date of purchase</p> <p>iv) Item details- Neem oil</p> <p>v) Performance certificate issued by Purchaser</p> <p>a) Reference work order/PO/rate contract/agreement with number, date and value</p> <p>b) Item details-Neem oil</p>
3	<p><i>The minimum Average Annual turnover of the bidder Should be at least INR 30 Lakhs (Rupee Thirty Lakhs Only) for Three preceding financial years i.e. 2018-19, 2019-20 & 2020-21</i></p> <p><u>Note-</u></p> <p>(i) In case where audited results for the last financial year as on the date of techno-commercial bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Bidder is not able to submit the certificate from practicing</p>	<p>Bidder shall submit Audited Balance Sheet/ Profit & Loss Account for the Three preceding financial years i.e. 2018-19, 2019-20 & 2020-21.</p> <p style="text-align: center;">OR</p> <p>Certificate issued by Chartered Accountants or statutory auditors of the bidding entity certifying the Annual Turnover for the Three preceding financial years i.e., 2018-19, 2019-20 & 2020-21</p>

Sr. No	Criteria	Document Required
	<p>Chartered Accountant certifying its financial parameters, the audited results for the three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters, a Certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that financial results of the company are under audit as on the date of techno-commercial bid opening and the certificate from a practicing chartered accountant certifying the financial parameters is not available.</p> <p><u>(ii) For evaluation only sale value of items is considered</u></p>	

7.0 Bids will be opened as per date/time as mentioned on the Date specified above or on the date specified on the e-tendering portal. The date of Price-Bid opening will be intimated later on the e-tendering portal.

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

9.0 HURL reserves the right to reject any or all bids or cancel/withdraw the NIT for the subject package without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.

10.0 Bids shall be digitally signed and uploaded by someone legally authorized and competent on behalf of his firm / company i.e., Bidder and relevant documents w.r.t. the same to be uploaded along with the bid by the bidders.

The Power of Attorney of such person needs to be furnished along with bid.

11.0 Address for Communication.

Sh. P C Chaturvedi DGM (Contracts & Material) Hindustan Urvarak & Rasayan Limited (A Joint Venture of CIL, NTPC, IOCL, FCIL & HFCL) Admin Building, HURL Campus, PO-HURL Fertilizer Plant Gorakhpur-273007 Mobile No. 9450916413 Email ID: pcchaturvedi@hurl.net.in	Sh. Vijay Kunwar Kant Manager (Contracts & Material) Hindustan Urvarak & Rasayan Limited (A Joint Venture of CIL, NTPC, IOCL, FCIL & HFCL) Admin Building, HURL Campus, PO-HURL Fertilizer Plant Gorakhpur-273007 Mobile No. 9999798169 Email ID: kantvk@hurl.net.in	Ms Bhaswati Hazarika Officer (Purchase) Hindustan Urvarak & Rasayan Limited (A Joint Venture of CIL, NTPC, IOCL, FCIL & HFCL) Admin Building, HURL Campus, PO-HURL Fertilizer Plant Gorakhpur-273007 Mobile No. 8826822340 Email ID: bhaswati@hurl.net.in
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HINDUSTAN URVARAK & RASAYAN LIMITED
(A JOINT VENTURE OF CIL, NTPC, IOCL, FCIL & HFCL)



SECTION – II

INSTRUCTIONS TO BIDDERS
(ITB)

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1.0	Introduction	<p>Hindustan Urvarak & Rasayan Limited (HURL) is a joint venture company of Coal India Limited (CIL), NTPC Limited (NTPC) and Indian Oil Corporation Limited (IOCL) as the lead promoters with Fertilizer Corporation of India Limited (FCIL) and Hindustan Fertilizer Corporation Limited (HFCL) as other two partners.</p> <p>HURL referred to herein as ‘the Employer’, intends to engage an agency for supply of Goods & related Services or Services as per specifications, Scope of Work as detailed in the Bidding documents.</p>										
2.0	General Information	<p>The prospective Bidders are invited to submit a “Technical & Commercial Bid” and “Price Bid” for the package. Methodology for submission of Bid has been detailed hereunder in this document.</p> <p>Applicability of Reverse Auction may be seen on the CPP website / NIT.</p>										
3.0	Content of Bidding Documents	<p>The items and/or services required, bidding procedures, order/contract terms and technical requirements are prescribed in the bidding documents/Bidding Documents.</p> <p>The bidding documents include the following sections:</p> <table><tr><td>Section-I</td><td>Notice Inviting Tender (NIT)/Tender Enquiry/Invitation for Bid (IFB)</td></tr><tr><td>Section-II</td><td>Instruction to bidder (ITB)</td></tr><tr><td>Section-III</td><td>General Conditions of Contract (GCC)</td></tr><tr><td>Section-VI</td><td>Scope of work and Other terms & condition</td></tr><tr><td>Section-V</td><td>Forms and Procedures</td></tr></table> <p>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.</p>	Section-I	Notice Inviting Tender (NIT)/Tender Enquiry/Invitation for Bid (IFB)	Section-II	Instruction to bidder (ITB)	Section-III	General Conditions of Contract (GCC)	Section-VI	Scope of work and Other terms & condition	Section-V	Forms and Procedures
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Section-II	Instruction to bidder (ITB)											
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Section-V	Forms and Procedures											
4.0	Benefits To MSEs	<p>Micro and Small Enterprises (MSEs) shall be exempted from paying Earnest Money Deposit.</p> <p>Further, in case of tenders where splitting of quantity is possible, participating MSEs quoting price within price band of L1 + 15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 percent of total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity).</p> <p>The benefit as above to MSEs shall be available only for Goods/Services produced & provided by MSEs.</p> <p>MSEs seeking exemption and benefits should enclose/upload in e-tender portal an attested/self-certified copy of following registration certificate as a part of his bid, failing which they run the risk of their bid being passed over as</p>										

		<p>ineligible for the benefits applicable to MSEs.</p> <p>i) Ministry of MSME vide Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 had notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified, form and procedure for filing the memorandum (Udyam Registration) w.e.f. 01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e. https://msme.gov.in/) Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs- 2012</p> <p>ii) An enterprise registered prior to 30.06.2020 and who is not re-registered with Udyam Registration, shall continue to be valid for a period up to 31.12.2021. Such enterprise shall submit EM Part-II or Udyog Aadhaar Memorandum (UAM) for availing benefits of PPP-2012.</p>
5.0	Cost of Bidding	The Bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
6.0	Clarification on Bidding Documents	<p>A prospective Bidder requiring any clarification of the Bidding Document shall put the query under Clarification tab of the on-line bid at least three days prior to the clarification end date. EMPLOYER will respond to any request for clarification or modification of the bidding documents that it receives within the time line specified.</p> <p>EMPLOYER will post the Clarifications under Clarification tab at e-tender i.e., CPP website. Bidders can view these clarifications.</p> <p>Bidders are advised to regularly check under Clarification tab regarding posting of clarification, if any.</p> <p>Bidders must check the Clarifications issued before submission of Bid. Should the Employer deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so and upload the amendments in the tender on the e-tender portal.</p>
7.0	Corrigendum/ Amendment to Bidding Documents	<p>At any time prior to the deadline for submission of bids, EMPLOYER may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.</p> <p>The corrigendum's/amendment's will be posted in the tender on the e-tender portal for viewing by the Bidder. The amendments will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are advised to regularly check the tender regarding posting of Amendments, if any.</p> <p>To give prospective Bidders reasonable time to take the corrigendum/amendment into account in preparing their bid, EMPLOYER may, at its discretion, extend the deadline for the submission of bids.</p>
8.0	Language of Bid	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English. In such case for purposes of

		interpretation of the Bid such translation shall govern.
9.0	Bid Proposal	<p>Bid shall be complete in all respects and shall be submitted with requisite information and Attachments. It shall be free from any ambiguity.</p> <p>For preparation of Bids, Bidders are expected to go through the complete bidding documents carefully. Material deficiencies in providing the information requested may result in rejection of the Bid.</p>
10.0	Documents Comprising the Bid	<p>The Bid shall comprise of following components:</p> <p>Technical Bid:</p> <p>The following documents are to be furnished by the Bidder as part of the Technical Bid:</p> <ol style="list-style-type: none"> Techno Commercial Proposal Bid Form Power of Attorney as per requirement mentioned in NIT. proof for payment of Earnest Money Deposit (EMD)/ MSE Certificate for exemption. Certificates like Registration certificate, GST No, PAN No. etc. Format for Electronic Payment Tender Acceptance Letter & Letter of authorization to submit bid. Documents as required in accordance with Eligibility Criteria No deviation Certificate. Certificate from CEO or Managing Director or Legally Authorised Signatory, in the format as enclosed with the Bidding Document certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof. However, if at any point of time the declarations given in bid are found to be incorrect, HURL shall have the full right to terminate the contract and take any action as per provisions of contract including forfeiture of EMD/Security Deposit. Acceptance of Fraud Prevention Policy of HURL, Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India”. Documents in compliance to Scope of Work and Technical Specifications Any other document asked for in the Bidding Documents. <p>Price Bid:</p> <p>The Price bid is to be submitted in the BOQ provided in the Tender at https://eprocure.gov.in/eprocure/app.</p> <p>Bidders are advised to fill the BOQ and upload the same on the portal. Bidder should not tamper/modify download price bid template. In case if the same is found to be tampered / modified in any manner, bid will be rejected and EMD would be forfeited and Bidder is liable to be banned from</p>

		doing business with HURL for a period of 2 years.
11.0	Bid Prices	<p>Bidders shall quote such that the bid price covers all the Supplier's obligations mentioned in or to be reasonably inferred from the bidding documents including all requirements in accordance with the requirements of the Technical Specifications & Scope of Work. Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents.</p> <p>Bidders shall give a breakdown of the prices in the manner and detail called for in the Bill of Quantity (BOQ).</p>
12.0	Price Basis	Bidders are required to quote price on the price basis as per Scope of Work / stipulated in the SCC.
13.0	Bid Currencies	All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the Special Conditions of Contract, on FIRM price basis and to remain valid during the currency of the Contract.
14.0	<p>EARNEST MONEY DEPOSIT (EMD) / BID SECURITY / GUARANTEE:</p> <p>The Bidder shall furnish, as part of his bid, a Earnest Money Deposit in the amount as stipulated in NIT/IFB/Tender Enquiry, in a separate envelope (in case paid in modes other than on-line payment) superscribed on the top as under:</p> <p><i>“ORIGINAL EARNEST MONEY DEPOSIT FOR NIT NO.DATED..... FOR (NAME OF PACKAGE) DUE ON (DATE OF BID OPENING) FROM (NAME OF THE BIDDER).”</i></p> <p>The Earnest Money Deposit (EMD) shall, at Bidders option, be submitted in the following forms:</p> <p>electronically by RTGS / NEFT in the account of HURL details as given in subsequent paragraphs or in the form of Demand Draft in favour of <i>Hindustan Urvarak & Rasayan Limited</i>, Payable at New Delhi. or in the form of an irrevocable bank guarantee.</p> <p>The format of Bid Guarantee (BG) towards EMD shall be in accordance with the form of EMD included in the bidding documents (Annexure 8 of Section VI (Forms and Procedures)). The BG towards EMD shall remain valid for a period of forty-five (45) days beyond the original Bid validity period or beyond any extension in the period of Bid validity subsequently requested from any Scheduled / Commercial Bank recognised by Reserve Bank of India. The Bank Guarantee Verification Checklist duly filled in as per format given in the Bidding Documents is also to be submitted. Bidder shall ensure that all the points of check list are replied in "Yes".</p> <p>Wherever Bids under Joint Venture route are permitted as per Qualifying Requirement in the Bidding Documents, the Earnest Money Deposit of the Joint</p>	

	<p>Venture must be on behalf of all the partners of the Joint Venture.</p> <p>Any bid not accompanied by an acceptable Earnest Money Deposit in accordance with the aforesaid provisions shall be rejected by the Employer as being non-responsive and shall be rejected without being opened.</p> <p>The Earnest Money Deposit shall be forfeited in any of the following circumstances without any notice or proof of damage to the Employer:</p> <ol style="list-style-type: none"> If the Bidder withdraws or varies its bid during the period of Bid validity. If the Bidder does not accept the Arithmetical correction of its Bid Price If the Bidder refuses to withdraw, without any cost to the Employer, any deviation, variation, additional condition or any other mention anywhere in the bid, contrary to the provisions of bidding documents; <p>In the case of a successful Bidder, if the Bidder fails, within the time limit,</p> <p style="padding-left: 40px;">to sign the Contract Agreement to furnish the required Security Deposit</p> <p>If the bidder / his representatives commit any fraud while competing for this contract pursuant to Fraud Prevention Policy of HURL.</p> <p>if the Bidder withdraws/ amends, impairs and derogates from the tender.</p> <p>No interest will be payable by the Employer on the said amount covered under Earnest Money Deposit.</p> <p>EMD shall be refunded to all the unsuccessful Bidder within thirty days of acceptance of work order by the successful Bidders and no interest shall be payable thereon. EMD of the bidders whose price are not considered to be opened, shall be released/refunded at the earliest but not later than thirty days beyond the award of the subject work.</p> <p>EMD shall be refunded to successful bidder within (30) thirty days of acceptance of LOA and on submission of PBG by the successful Bidders and no interest shall be payable thereon.</p> <p>RTGS / NEFT details of HURL as under:</p> <p>Earnest Money Deposit is to be deposited <u>electronically by ECS/RTGS/NEFT/BANKERS CHEQUE</u> in the account of “Hindustan Urvarak and Rasayan Limited, payable at Delhi” at the below mentioned details. Bidders are required to submit the details of EMD payment at the time of Bid Preparation.</p> <p style="text-align: center;">BANK Details for EMD Payment through ECS/NEFT/RTGS:</p> <p style="text-align: center;">Bank Name/Branch – State Bank of India/Overseas Branch Delhi</p> <p style="text-align: center;">IFS CODE: SBIN0004803, Account No: 36245010741.</p> <p>Bidders are required to upload Signed, Stamped and Scanned copy of the Certificate as</p>
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	<p>part of Technical Bid, failing to which their bids are liable for rejection.</p> <p>Price Bids shall be opened only of those bidder(s) whose EMD shall be found as per the requirement of the bidding documents.</p> <p>Exemption from submission of EMD:</p> <p>Micro and Small Enterprises (MSEs) bidders are exempted from submission of EMD as per provisions at clause 4.0 above.</p>																		
15.0	<p>Performance Security / Performance Bank Guarantee (PBG)</p> <p>Within thirty (30) days of the receipt of Purchase Order/Service Order from the Employer, the contractor shall furnish the Contract Performance Security / Guarantee, for the due performance of the Contract for the value as tabulated below with an initial validity up to ninety (90) days beyond the completion date for work plus defect liability period (if any), for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer.</p> <table><tr><th>Sr. No</th><th>Contract Price (Excluding GST) (INR)</th><th>Performance Security / Performance Bank Guarantee (INR)</th></tr><tr><td>1</td><td>Up to 250 Lakh</td><td>5 Lakh</td></tr><tr><td>2</td><td>> 250 Lakh & <= 500 Lakh</td><td>7.5 Lakh</td></tr><tr><td>3</td><td>> 500 Lakh & <= 750 Lakh</td><td>10 Lakh</td></tr><tr><td>4</td><td>> 750 Lakh & <= 1000 Lakh</td><td>12.5 Lakh</td></tr><tr><td>5</td><td>> 1000 Lakh</td><td>15 Lakh</td></tr></table> <p>Performance Security / Performance Bank Guarantee (PBG) may be submitted in any of the following forms:</p> <p>a) electronically by RTGS / NEFT in the account of HURL details of which are given in bidding document or b) in the form of Demand Draft in favour of Hindustan Urvarak & Rasayan Limited, Payable at New Delhi. or c) in the form of an irrevocable bank guarantee in accordance with the form of included in the bidding documents (Annexure 9 of Section VI (Forms and Procedures)) from any Nationalized bank / Scheduled Bank recognised by Reserve Bank of India.</p> <p>Failure of the supplier to submit the above mentioned Performance Security / Performance Bank Guarantee (PBG) shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p> <p>No interest shall be payable by the Employer to the Contractor against the Security Deposit furnished.</p> <p>Performance Security shall be returned after Certification of completion of work and Defect Liability period (if any) by EIC. However, the contractor will</p>	Sr. No	Contract Price (Excluding GST) (INR)	Performance Security / Performance Bank Guarantee (INR)	1	Up to 250 Lakh	5 Lakh	2	> 250 Lakh & <= 500 Lakh	7.5 Lakh	3	> 500 Lakh & <= 750 Lakh	10 Lakh	4	> 750 Lakh & <= 1000 Lakh	12.5 Lakh	5	> 1000 Lakh	15 Lakh
Sr. No	Contract Price (Excluding GST) (INR)	Performance Security / Performance Bank Guarantee (INR)																	
1	Up to 250 Lakh	5 Lakh																	
2	> 250 Lakh & <= 500 Lakh	7.5 Lakh																	
3	> 500 Lakh & <= 750 Lakh	10 Lakh																	
4	> 750 Lakh & <= 1000 Lakh	12.5 Lakh																	
5	> 1000 Lakh	15 Lakh																	

		have to apply in writing, for refund of the same.
16.0	Confirmation of BGs through Structured Financial Messaging System (SFMS)/SWIFT	<p>While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided in the Special Purchase Conditions.</p> <p>Bidders are advised to ensure that the message is sent by their Bankers and the Bidders must submit the reference details as part of the bid with the EMD.</p> <p><u>Name of Beneficiary of Bank Guarantee:</u></p> <p>Name of the Bank: State Bank of India</p> <p>Account Name-Hindustan Urvarak & Rasayan Limited</p> <p>Account no-36245010741</p> <p>IFSC code- SBIN0004803.</p> <p>In case of submission of EMD in the form of Bank Guarantee, bidders are requested to provide the Details like Bank Name, Branch address, IFSC code and Branch E-mail Id of BG issuing Branch on EMD submission covering letter</p>
17.0	Ineligibility For Future Tenders	<p>Notwithstanding the provisions regarding forfeiture of Earnest Money Deposit specified above, if a bidder after having been issued the Purchase Order/Contract, either does not accept the Purchase Order/Contract or does not submit an acceptable Performance Security and which results in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of the particular package.</p> <p>If a bidder after opening of tenders where EMD is 'NIL/Not applicable' or exempted for bidders as per policy guidelines, withdraws its offer within the validity period of the offer, then such bidder shall be treated as ineligible for participation in the future tenders issued from HQ for a period of 6 months from the date of withdrawal of the bid.</p> <p>If a bidder after having been issued the Notification of Award/Purchase Order of a package where EMD is 'NIL/Not applicable' or exempted for bidder as per policy guidelines, either does not accept the Notification of Award/Purchase Order or does not submit an acceptable Performance Security pursuant to ITB Clause titled 'Performance Security', and which result in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of this particular package.</p>
18.0	Period of Validity of Bids (Technology Bid and Price Bid)	<p>Bids shall remain valid for a period of 90 days from the closing date prescribed by EMPLOYER for the receipt of bids, unless otherwise specified in Special Conditions of Purchase (SPC). A bid valid for a shorter period shall be rejected by EMPLOYER as being non-responsive.</p> <p>In exceptional circumstances, EMPLOYER 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 email or by telefax followed by post confirmation. If a Bidder accepts to extend the period of bid validity, the validity of Earnest Money Deposit shall also be suitably extended. A Bidder</p>

		may refuse the request without forfeiting its Earnest Money Deposit. A Bidder granting the request will not be required nor permitted to modify its bid.
19.0	Nil Deviation	<p>No deviation, whatsoever, is permitted by EMPLOYER to any provision of Bidding Documents. The Bidders are advised that while making their Bids and quoting prices, all conditions are appropriately taken into consideration. Bidders shall certify their compliance to the complete Bidding Documents as per Certificate at Annexure 4 of Section VI (Forms and Procedures).</p> <p>In case the Products and/or Services offered do not meet the Technical requirements, the bid shall be rejected as Technically non-responsive.</p> <p>Bidders may note that in case the Bidder refuses to withdraw additional conditions/deviations/variations/exception, implicit or explicit, found anywhere in the techno-commercial bid, the bid shall be rejected as Technically non-responsive.</p> <p>Bidders may also note that any deviation/variation in any form in the Price Bid shall result in forfeiture of EMD.</p>
20.0	Format and Signing of Bid	<p>The bid including all documents uploaded in the on-line bid shall be digitally certified by a duly authorised representative of the Bidder to bind him to the contract using Class II or Class-III digital signature (in the name of designated individual with Organisation name). The Digital Signature shall be as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI) namely Controller of Certifying Authorities (CCA) of India.</p> <p>An authorisation letter/power of attorney indicating that the person signing the bid has the authority to sign the bid is to be submitted in Physical form and copy uploaded as part of the Techno-commercial Bid.</p>
21.0	Submission of Bids	Bid shall be submitted through e-tender mode in the manner specified elsewhere in bidding document. No Manual/ Hard Copy of the Bid shall be acceptable except those asked for in Physical form.
21.1	PHYSICAL BID	
	EMD	<p>The Bidder shall furnish, as part of his bid, a Earnest Money Deposit in the amount as stipulated in NIT/IFB/Tender Enquiry, in a separate envelope (in case paid in modes other than on-line payment) superscribed on the top as under:</p> <p><i>“ORIGINAL EARNEST MONEY DEPOSIT FOR NIT NO.DATED..... FOR (NAME OF PACKAGE) DUE ON (DATE OF BID OPENING) FROM (NAME OF THE BIDDER).”</i></p>
21.2	ON-LINE	<p>Bid along with all the documents should be submitted in the electronic form only through e-Tendering system.</p> <p>Any revision or amendment in bid shall be possible only up to the due date and time of submission of tender.</p>
21.2.1	Techno-Commercial Bid	

(A)	COVER TYPE – FEE	MSEs seeking exemption and benefits should enclose/upload in e-tender portal a attested/self-certified copy of registration certificate as a part of his bid, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
(B)	COVER TYPE – TECHNICAL	<p>The bidders shall upload documents in compliance to the Bidding Documents.</p> <p>The following documents are to be furnished by the Bidder as part of the Technical Bid:</p> <ul style="list-style-type: none"> a) Techno Commercial Proposal Bid Form (Enclosed as Annexure-1 to Forms and Procedures i.e., Section VI) b) Power of Attorney as per requirement mentioned in NIT. c) Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD)/ MSE Certificate. d) Signed, Stamped and Scanned copy of Certificates like Registration certificate, GST No, PAN No. etc. e) Signed, Stamped and Scanned copy of Format for Electronics Payment (Enclosed as Annexure-2 to Forms and Procedures i.e., Section VI) f) Signed, Stamped and Scanned copy of Tender Acceptance Letter & Letter of authorization to submit bid (Enclosed as Annexure-3 to Forms and Procedures i.e., Section VI) g) Documents as required in accordance with Eligibility Criteria i.e., <u>Clause 6</u> of NIT h) Signed, Stamped and Scanned copy of No deviation Certificate (Enclosed as Annexure-4 to Forms and Procedures i.e., Section VI) i) Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director or Legally Authorised Signatory, in the format as enclosed as Annexure-5 to Forms and Procedures i.e., Section VI to Bidding Document shall be furnished certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof. However, if at any point of time the declarations given in bid are found to be incorrect, HURL shall have the full right to terminate the contract and take any action as per provisions of contract including forfeiture of EMD/Security Deposit. j) Acceptance to Fraud Prevention Policy of HURL, for which the bidder has to submit Signed, Stamped and Scanned copy of Form of Acceptance of Fraud Prevention Policy of HURL. (Enclosed as Annexure-6 to Forms and Procedures i.e., Section VI) k) Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India”. (Enclosed as

		<p>Annexure-7 to Forms and Procedures i.e., Section VI)</p> <p>l) Documents in compliance to Scope of Work and Technical Specifications</p> <p>m) Any other document asked for in the Bidding Documents.</p> <p>Note: -</p> <p>Bidders are requested to upload the clearly visible documents only otherwise if not clearly visible then offer shall be liable for rejection without any further communication. The Techno-Commercial Bid should not contain any price content entry. In case, the Techno-Commercial Bid is found to contain any price content, such bid shall be liable for rejection.</p> <p>Checklist of documents to be submitted is enclosed as Annexure-1 to ITB.</p>
21.2.2	Price Bid (COVER TYPE FINANCE)	<p>The Price bid is to be submitted in the BOQ provided in the Tender at https://eprocure.gov.in/eprocure/app.</p> <p>Bidders are advised to fill the BOQ and upload the same on the portal. Bidder should not tamper/modify download price bid template. In case if the same is found to be tampered / modified in any manner, bid will be rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with HURL for a period of 2 years.</p> <p>Bidders shall necessarily submit the prices on-line in the Bill of Quantity (BOQ) only.</p> <p>For preparation of the “Price Bid”, Bidders are expected to take into account the requirements and conditions of the bidding documents. The Price Bid shall be made in the ‘BOQ’ (excel file) only of Bidding Documents.</p> <p>The rate quoted by the bidder shall be inclusive of all provisions for incidental expenses necessary for proper execution and completion of the work in accordance with the terms & condition of the bidding document.</p> <p>All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the Special Conditions of Contract, on FIRM price basis and to remain valid during the currency of the Contract.</p>
	Documents to be uploaded in the format stipulated in the tender (online).	
	Note:	In case of Single Stage Two envelope bidding, Price Bid of those bidders whose bids are found to be qualified and technically & commercially responsive shall be opened at a later date under intimation to such bidders.
22.0	Deadline for Submission of Bids	<p>Bids must be submitted online no later than the time and date stated in the Tender Enquiry/NIT/ on line Tender details.</p> <p>The Off-line bid specified in the tender must be submitted to the Employer at the address given in the Special Conditions of Contract before the last date & Time for submission of Bid as specified in the NIT / Tender. Employer shall not be liable for loss/non-receipt/late receipt of above documents in postal transit.</p> <p>The on-line Bid must be submitted on the system well before the expiry of time and the schedule specified in the tender notifications, and may note that there is a time lag between the actual placing the bid on the local computer of</p>

		<p>the bidder and the refreshing of the data on the server.</p> <p>The processing time for data exchange depends on the internet speed of the bidder, therefore bidder should avoid the last minute hosting of their bid. The bids visible to the Employer will be final for the purpose of acceptance.</p> <p>EMPLOYER may, at its discretion, extend this deadline for submission of bids, in which case all rights and obligations of Employer and Bidders will thereafter be subject to the deadline as extended.</p>
23.0	Modification and Withdrawal of Bids	<p>The Bidder may modify or withdraw its bid after submission prior to the deadline prescribed for bid submission. In case of withdrawal a letter giving the reason for withdrawal is to be uploaded. Once a bid is withdrawn, the bid cannot be re-submitted.</p> <p>No bid may be withdrawn / modified in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal/Modification of a bid during this interval may result in the Bidder's forfeiture of its Earnest Money Deposit, pursuant to ITB Clause 14 above.</p>
24.0	Opening of Bids	
	Techno-Commercial Bid Opening	<p>The Employer will first open the Techno-Commercial Bid on the date and at the place specified in the tender enquiry/NIT. In the event of the specified date for the opening of bids being declared a holiday for EMPLOYER, the bids will be opened at the appointed time on the next working day. All important information and other such details as EMPLOYER, at its discretion, may consider appropriate, will be announced at the opening.</p> <p>Technical Bid shall be opened for evaluation.</p> <p>In case of Single Stage Two Envelope bidding, the Price Bid will remain unopened and the date and time for opening of price bids shall be intimated separately on the CPP website by EMPLOYER after completion of evaluation of Techno-Commercial Bids.</p>
	Price Bid Opening	<p>In case of Single Stage Single Envelope bidding, the Price Bid will be opened on the date and time for opening of bids specified after opening of Techno-commercial bids as specified above.</p> <p>In case of Single Stage Two Envelope bidding, after the evaluation process of Techno-Commercial bid is completed, the date and time for opening of price bids shall be intimated separately by Employer. Bidders, whose Techno-Commercial Bid is not substantially responsive, their Technical Bid shall be rejected and their Price bid will also be rejected & shall not be opened and their Earnest Money Deposit shall be returned.</p> <p>Price bids of those Bidders, who have been considered qualified and whose Techno-commercial Bid is found to be responsive, will be opened online in presence of the Bidder's authorised representatives who choose to attend.</p> <p>The participating bidders will be able to view the bid prices of all the bidders after online opening of Price Bids by Employer on the e-tender portal.</p>
25.0	Clarification on Bids	<p>During bid evaluation, EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to the</p>

		<p>Purchase Orders/Contracts executed declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT/IFB. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid including substitution of Purchase Orders/Contracts executed in the bid by new/additional Purchase Orders/Contracts executed for conforming to Qualifying Requirement shall be sought, offered or permitted.</p> <p>For this purpose, only 1 chance, shall be given. If the techno-commercial acceptability of bidder is established upon verification of documents including clarifications submitted, the case shall be considered for further processing. If the bidder happens to be defaulter upon verification of the documents or has not uploaded the required document within the mentioned time frame his bid would be analyzed based on the uploaded documents and if found not in order as per requirement, would be outrightly rejected.</p>
26.0	Preliminary Examination Of Techno-Commercial Bids	<p>EMPLOYER will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.</p> <p>Prior to the detailed evaluation, the Employer will determine whether the bid is of acceptable quality, is generally complete and is substantially responsive to the bidding document. For purpose of this determination, a substantially responsive bid is one that conforms to all the terms, condition and specifications of the bidding documents without material deviations, objections, conditionality or reservations.</p> <p>A material deviation, objection, conditionality or reservation is</p> <ul style="list-style-type: none"> (i) that effects in any substantial way the scope quality or performance of the contract. (ii) that limits in any substantial way inconsistent with the bidding document the Employers right or the successful bidders obligation under the contract or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids. <p>Material deficiencies in the bid may render the bid non-responsive and may lead to the rejection of the bid.</p> <p>EMPLOYER's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by EMPLOYER, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.</p>
27.0	Evaluation Of Techno-Commercial Bids	<p>EMPLOYER will carry out a detailed evaluation of the Techno-Commercial bids (of the qualified bidders shortlisted as above) previously determined to be substantially responsive in order to determine whether the technical and commercial aspects are in accordance with the requirements set forth in the bidding documents. In order to reach such a determination, EMPLOYER will examine and compare the technical and commercial aspects of the bids on the basis of the information supplied by the bidders. Bidder may note that no deviation, whatsoever, is permitted by EMPLOYER to any provisions of Bidding Documents.</p> <p>In case the Bidder refuses to withdraw additional</p>

		conditions/deviations/variations/exception, implicit or explicit, found anywhere in the bid in respect of techno-commercial requirements of the bidding documents, without any financial implication whatsoever to the Employer, the bid shall be rejected as technically non-responsive. Product(s) and/or service(s) not meeting the specified technical requirements & scope work, shall be rejected.
28.0	Preliminary Examination Of Price Bid	<p>The Employer will examine the Price bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.</p> <p>In case any additional conditions/deviations/variations/exception, implicit or explicit, is found anywhere in the Price bid, the Earnest Money Deposit shall be forfeited.</p>
29.0	Discrepancies In Bid	<p>In case of discrepancies in the bid, the following will be adopted to correct the discrepancies for Arithmetical for the purpose of evaluation.</p> <ol style="list-style-type: none"> In case of discrepancy between unit price in figures and words, the unit price words will be considered as correct. In case of discrepancy between unit price and total price, the unit price will be considered as correct. In case of discrepancy between unit price and total price, which is obtained by multiplying the unit price and quantity, or between sub-totals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly.
30.0	Evaluation Criteria	<p>The evaluation criteria specified in Special Conditions of Contract (SCC) shall over-ride all other similar related clauses appearing elsewhere in the bidding documents.</p> <p>The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this Bidding Document.</p>
31.0	Evaluation Of Bids	<ol style="list-style-type: none"> The Employer shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive. To evaluate a Bid, HURL shall only use all the criteria and methodologies defined in this document. To evaluate a Bid, HURL shall consider the following: <ul style="list-style-type: none"> The bid price as quoted as per Bill of Quantity (BOQ) Price adjustment for correction of discrepancy. Price adjustment due to discounts offered; Price adjustment due to Price Preference, pursuant to ITB clause 4.0, if applicable Price adjustment due to Price Preference due to any other condition specified in Special Purchase Condition; Price adjustment due to application of the evaluation criteria.
32.0	Contacting The Employer	<p>Subject to ITB clause 25.0 above, no Bidder shall contact the Employer on any matter relating to its bid, from the time of the opening of Bids to the time the contract is awarded.</p> <p>Any effort by a Bidder to influence the Employer in the Employer's bid</p>

		evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.
33.0	Employer's Right To Accept Any Bid And To Reject Any Or All Bids	The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder(s) of the grounds for the Employer's action.
34.0	Award Criteria	<p>Subject to ITB Clause 33, the Employer will award the contract to the successful Bidder whose bid has been determined to be substantially responsive to the Bidding Documents and qualified to perform the contract satisfactorily, as per methodology specified in Special Conditions of Contract (SCC).</p> <p>The Bidder will be required to comply with all requirements of the Bidding Documents without any extra cost to the Employer, failing which his Earnest Money Deposit will be forfeited.</p>
35.0	Construction of Contract	<p>If required, HURL may place separate Orders for supplies and Services.</p> <p>The award of separate Purchase Orders shall not in any way dilute the responsibility of the Supplier for the successful completion of the Facilities as per Contract documents and a breach in one Purchase Order shall be construed as a breach of the other Purchase Order(s) which will confer a right on the Employer to terminate the other Contract(s) also at the risk and cost of the Supplier.</p> <p>The total value of all the orders shall be the Total Package value.</p>
36.0	Notification of Award	Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing by email or letter or by telefax to be confirmed in writing by letter sent by Speed Post/Registered/courier, that its bid has been accepted. The notification of award (Purchase/Service Order) will constitute the formation of the contract and shall be effective from the date of award or the date as specified in Special Conditions of Contract (SCC).
37.0	Corrupt or Fraudulent Practices	<p>Employer requires that Bidders, Contractors and Suppliers observe the highest standard of ethics during the procurement and execution of the contracts. In pursuance of this policy, Employer:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;</p> <p>(b) will reject a bid for award if it determines that the Bidder recommended</p>

		<p>for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract of the Employer.</p>
38.0	Fraud Prevention Policy	<p>The Bidders/ Service Providers/ Vendors/ Consultants etc. shall strictly adhere to the Fraud Prevention Policy of HURL displayed on its website http://www.hurl.net.in and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities and immediately apprise HURL of the fraud/suspected fraud as soon as it comes to their notice. A certificate to this effect shall be furnished by the bidder along with his bid, in relevant attachment as per format enclosed (Annexure 6 of Section VI (Forms and Procedures)) with the Bidding Document.</p> <p>If in terms of above policy, it is established that the bidder/his representatives have committed any fraud while competing for this contract then the Earnest Money Deposit shall be forfeited.</p>
39.0	Indian Agents	<p>In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product.</p> <p>If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit bid on behalf of another Principal/OEM in the same tender for the item/product.</p>
40.0	Transfer of Bid Documents	<p>a. Transfer of Bidding documents is not permissible.</p> <p>b. Documents purchased / downloaded by the intending bidders cannot be transferred.</p>
41.0	Restrictions on procurement from a Bidder of a country which shares a land border with India	<p>i. Any Bidder (including its Collaborator/Associate/DJU Partner/JV partner/Consortium Member/Assignee, wherever applicable) from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority.</p> <p>Such registration should be valid for the entire period of bid validity or any extension thereof. However, in case the validity period of registration is less than bid validity period, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids, failing which the bid shall be rejected.</p> <p>Further the successful bidder shall not be allowed to sub-contract works to any “Sub-contractor” from a country which shares a land border with India unless such Sub-contractor is registered with the competent Authority as mentioned in SCC.</p> <p>However, the said requirement of registration will not apply to bidders/sub-contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs.</p> <p>ii. “Bidder” (including the term 'tenderer', 'consultant' or 'service provider'</p>

		<p>in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.</p> <p>iii. “Sub-contractor” (including the term ‘Sub-vendor’/Sub-supplier’ in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of Sub-contractors stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>iv. “Bidders from a country which shares a land border with India” / “Sub-contractor from a country which shares a land border with India” mentioned in para above means;</p> <ol style="list-style-type: none"> An entity incorporated, established or registered in such a country; or A subsidiary of an entity incorporated, established or registered in such a country; or An entity substantially controlled through entities incorporated, established or registered in such a country; or An entity whose beneficial owner is situated in such a country; or An Indian (or other) agent of such an entity; or A natural person who is a citizen of such a country; or A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. <p>v. The beneficial owner for the purpose of clause “iv” above will be as under;</p> <ol style="list-style-type: none"> In case of company of Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. <p>Explanation-</p> <ol style="list-style-type: none"> “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company; “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements; <ol style="list-style-type: none"> In case of a partnership firms, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership; In case of an unincorporated associations or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
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		<p>d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing officials;</p> <p>e) In case of a trust, the identifications of beneficial owner(s) shall include identification of the author of trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>vi. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p>vii. In regard to “Restrictions on procurement from a Bidder of a country which shares a land border with India” bidder has to submit Certificate as per Annexure 7 of Section VI (Forms and Procedures) of the bidding document.</p>
	Important Note	The Special Conditions of Contract (SCC) will supersede any other related conditions anywhere else in the Bidding Documents and will prevail for evaluation / finalization of the tender.

Checklist of documents to be submitted:

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

12	Declaration regarding GST (Enclosed as Annexure-8 to Forms and Procedures i.e., Section V).		
13	Documents in compliance to Scope of Work and Technical Specifications		
14	Any Other Document asked for in the Bidding Document		
15	Filled BOQ		

Note: Failure to Upload Authentic and Correct Documents as mentioned at Sr. No, I to 13 above would lead to Rejection of Techno- Commercial Bid. Price Bids shall be opened only of those bidders who are qualified and whose techno-commercial bids are acceptable.

A	Instructions for Online Bid Submission	<p>The bidders are required to submit their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bidsonline on the CPP Portal.</p> <p>More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.</p> <p>1.0 REGISTRATION</p> <p>1.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.</p> <p>1.2 As part of the enrollment process, the bidders will be required to choose a unique username and assign a password for their accounts.</p> <p>1.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.</p> <p>1.4 Upon enrollment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / nCode / eMudhra etc.), with their profile.</p> <p>1.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.</p> <p>1.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.</p> <p>2.0 SEARCHING FOR BIDDING DOCUMENTS</p> <p>2.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.</p> <p>2.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the Bidding Document.</p> <p>2.3 The bidder should make a note of the unique Tender ID assigned to</p>
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		<p>the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.</p> <p>4.8 Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded Bidding Documents become readable only after the tender opening by the authorized bid openers.</p> <p>4.9 The uploaded Bidding Documents become readable only after the tender opening by the authorized bid openers.</p> <p>Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid withall other relevant details.</p> <p>4.10The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.</p> <p>4.11The Bidder is allowed to re-submit the Bid and related Bid documents before the last dateof Bid submission and time. The Bid can be re-submitted as many times as required by the Bidder, within the indicated timelines. The last version of the Bid submitted by the Bidder before the Bid submission date and time will be considered for Bid evaluation.</p> <p>4.12The Bidder is permitted to withdraw his Bid before the last date of Bid submission and time through the CPP Portal. The bidder should provide the supporting reasons for bid withdrawal and attach the supporting letter to the Purchaser.</p> <p>4.13During bid evaluation, EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to the Purchase Orders/Contracts executed declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT/IFB. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid including substitution of Purchase Orders/Contracts executed in the bid by new/additional Purchase Orders/Contracts executed for conforming to Qualifying Requirement shall be sought, offered or permitted.</p> <p>For this purpose, only 1 chance, shall be given. If the techno-commercial acceptability of bidder is established upon verification of documents including clarifiactions submitted, the case shall be considered for further processing. If the bidder happens to be defaulter upon verification of the documents or has not uploaded the required document within the mentioned time frame his bid would be analyzed based on the uploaded documents and if found not in order as per requirement, would be outrightly rejected.</p>
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B.	Reverse Auction	Not Applicable
		Bidders must apprise themselves of the applicable guidelines for submission of and uploading of bids etc. on CPP website.

HINDUSTAN URVARAK & RASAYAN LIMITED
(A JOINT VENTURE OF CIL, NTPC, IOCL, FCIL & HFCL)



SECTION – III

GENERAL PURCHASE CONDITIONS
(GPC)

1	Definitions & Terminology	Unless the context otherwise requires, the following terms whenever used in this Supply have the following meanings:
		“Employer” / “Owner” means the Hindustan Urvarak & Rasayan Limited (HURL), having its registered office Core-4, 9th Floor, Scope Minar, Laxmi Nagar District Centre, Delhi-110092 and shall include their legal representatives, successors and permitted assigns.
		“Supply” means the Supply Agreement entered into between the Owner and the Supplier, together with the Supply Documents referred to therein; they shall constitute the Supply, and the term “the Supply” shall in all such documents be construed accordingly.
		“Supply Documents” mean the following documents that constitute the Supply between the Employer and the Supplier: (i) The Supply Agreement along with its appendices (ii) Letter of Award/Service Purchase Order along with its appendices including agreed variations annexed. (iii) Amendment to Tender/Bidding Documents (iv) Special Conditions of Supply (v) Technical Specifications (vi) General Conditions of Supply (vii) The Bid and Bill of Quantities submitted by the Supplier (viii) Instructions to Bidders
		“GPC” means the General Purchase of Supply hereof. “SCC” means the Special Conditions of Supply. “Day” means calendar day of the Gregorian Calendar. “Week” means a continuous period of seven (7) calendar days. “Month” means calendar month of the Gregorian Calendar.
		“Completion” means the fulfilment of the Services by the Supplier in accordance with the terms and conditions set forth in the Supply.
		“Supplier” shall mean the successful Sole Bidder or Consortium whose bid has been accepted by the OWNER and who has been selected by the OWNER for the award of Works and shall include his heirs, legal representatives, successors and permitted assigns.
		“Supply Price” means the price to be paid for the performance of the Services, exclusive of GST.
		Effective Date means the date on which this Supply comes into force pursuant to GCC Clause 15.
		Foreign Currency means any currency other than the currency of the Owner’s country.

		<p>“Local Currency” means the currency of the Government of India.</p> <p>“Government” means the Government of the Owner’s country i.e. INDIA.</p> <p>Party means the Owner or the Supplyor, as the case may be, and “Parties” means both of them. Third party means any party other than Owner and Supplyor.</p> <p>Personnel means professionals and support staff provided by the Supplyor or by any Sub-Supplyor and assigned to perform the Services or any part thereof;</p> <p>“Funds” means any funds allocated to the Owner under Company budget, or loan, grants and credits placed at the disposal of the Owner.</p> <p>Services means the work to be performed by the Supplyor pursuant to this Supply</p> <p>Sub-Supply or means any person or entity to whom/which part of the Services is sub-consulted.</p> <p>“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 Supply. “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 Supplyor under the Supply.</p> <p>“Bill Of Quantity” shall mean the priced and completed Bill of Quantity (BOQ) forming the part of the bid or such Bill of Quantity (BOQ) forming the part of the Supply, as the case may be, with amendments, if any, thereto.</p> <p>Throughout these Bidding Documents, the term “Bid” and “Tender” and their derivatives (Bidder/ Tenderer, Bidding / Tendering, Bidding Document/Tender Document, etc.); Bill of Quantity / Schedule of Quantity / Schedule of Quantities/ Bill of Quantities; Owner / Employer / HURL; Bid Security / Earnest Money Deposit; Security Deposit / Performance Security/ Performance Guarantee; Engineer-in-Charge / Engineer, appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other.</p>
	2	<p>Order of the precedence of the Documents</p> <p>Subject to order of precedence listed below, all documents forming part of the Supply (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Supply shall be read as a whole.</p> <p>The order of precedence of documents shall be as under:</p> <ol style="list-style-type: none"> Supply Agreement and the Appendices Purchase Order/Service Order along with its annexures. Amendment to Bidding Documents Special Conditions of Supply Technical Specifications including Scope of Work General Purchase Conditions

		<p>g) The Bid and BOQ submitted by the Supplier</p> <p>h) Instructions to bidders</p> <p>An amendment issued after issue of Supply shall take precedent over the formal Supply and all other Supply documents.</p> <p>In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Documents are listed above.</p> <p>Any error in description, quantity or rate in Bill of Quantity (BOQ) or any omission therefrom shall not vitiate the Supply or release the Supplier from the execution of the whole or any part of the Works comprised therein according to drawings and specifications or from any of his obligations under the Supply.</p>
3	Singular and Plural	The singular shall include the plural and the plural the singular, except where the context otherwise requires.
4	Headings	<p>The headings and marginal notes in the General Conditions of Supply are included for ease of reference, and shall neither constitute a part of the Supply nor affect its interpretation.</p> <p>Heading and marginal notes to these General Conditions of Supply shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the Supply.</p>
5	Communications and Notices	<p>Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Supply shall be in writing to the Authorized Representatives named in the Supply.</p> <p>A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p> <p>A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.</p>
6	Governing Laws	<p>The Supply shall be governed by and interpreted in accordance with laws in force in India.</p> <p>The Courts of Delhi shall have exclusive jurisdiction in all matters arising under the Supply, unless otherwise stated in the SCC.</p>
7	Governing Language	<p>The Supply shall be written in English. All correspondences and documents relating to the Supply shall be written in English. Supporting documents and printed literature that are part of the Supply may be 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, the translation shall govern.</p> <p>The English Translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate. Further, translation shall be authenticated by the Indian Consulate located in the Country where the documents have been issued or the Embassy of that Country in India.</p> <p>The Supplier shall bear all costs of translation to the governing language and all</p>

		risks of the accuracy of such translation.
8	Assignment	Neither the Owner nor the Supplier shall assign, in whole or in part, their obligations under this Supply; except with prior written approval of the Owner.
9	Authorized Representatives	Engineer-in-Charge Purchase Department of the owner
10	Supplier's Authorised Representative	The Supplier shall mention the name of the Person in charge of the supply and Delivery of the item to be supplied
11	Relation between the Parties	Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Owner and the Supplier. The Supplier, subject to this Supply, has complete charge of Personnel and Sub-Suppliers, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
12	Location	HURL, Gorakhpur Plant
13	Taxes & Duties	<p>Supplier, shall bear all tax liabilities, duties, Govt. levies etc. on account of payments made under this Supply. It shall be the responsibility of the Supplier to submit to the concerned Indian authorities the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.</p> <p>It shall be incumbent upon the Supplier to obtain a registration certificate as a dealer under GST Law, and other law(s) relating to levy of tax, duty, cess etc. and necessary evidence to this effect shall be furnished by the Supplier to the Owner.</p> <p>The Supply Price (of both domestic and foreign Supplier) shall also be exclusive of GST applicable on services as per the rates prevailing as on seven (7) days prior to the date of Techno-Commercial bid opening. In case the Supplier is from outside India, who does not have any fixed establishment or permanent address in India, the GST shall be paid to the concerned Tax Authorities in India by the Owner and the same shall be recovered/ deducted from the Supplier.</p> <p>In case of any variation in the rate of GST during the period of Supply, an equitable amount shall be paid/ recovered from the Supplier to fully take into account any such change.</p> <p>If a new tax, duty or levy is imposed or any rates of tax are increased or decreased under statute or law in India after the date seven (7) days prior to date of Techno-Commercial bid opening and the Supplier becomes liable there under to pay and actually pays the said new tax, duty or levy for bonafide use on the work Supplied, the same shall be reimbursed/recovered to the Supplier.</p> <p>As regards Income Tax, Surcharge on Income Tax and other Corporate Taxes, including Cess wherever applicable, the Supplier shall be responsible for such payments to the concerned authorities.</p> <p>The Owner shall be entitled to make necessary tax deductions at source as per</p>

		<p>the prevalent laws. The Supplier shall be required to submit the PAN details before the submission of the first bill/invoice under the Supply.</p> <p>In case the Supplier is from outside India, it shall be required to either furnish (i) the certificate from Indian Tax Authority or (ii) Ruling from "the Authority for Advance Ruling (AAR)" determining the applicable rate of Income Tax in India before release of first payment.</p> <p>The Supplier shall himself be informed of all the applicable laws, notifications, rules, circulars and other communications of the State or Central or other authorities with regard to levy of any tax, duty, cess, levy or fee etc, which in any manner may impinge upon him in performance of any obligations/responsibilities under or arising out of the Supply.</p> <p>Further in case of foreign Supplier, certain benefits of Income Tax may be available to him in his country under Double Taxation Avoidance Agreement (DTAA). While quoting for the assignment, the foreign Suppliers are required to consider such benefits in their proposal.</p>
14	Effectiveness of Supply	The Supply shall come into force and effect on the date, called the "Effective Date", of the Owner's notice to the Supplier instructing the Supplier to commence carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, as specified in the SCC have been met or as mentioned elsewhere in the tender document.
15	Effective Date	The date the Supply comes into effect shall be as specified in the SCC.
16	Commencement of Services	The Supplier shall commence carrying out the Services not later than the number of days after the Effective Date as specified in the SCC.
17	Modifications or Changes or Amendment	No Modifications or changes or amendment or other variation of the Supply (Purchase Order / Service Purchase) shall be effective unless it is in writing, is dated, expressly refers to the Purchase Order / Service Order, and is signed by a duly authorized representative of Employer and accepted by the Supplier.
18	Supply Price	The Supply price, other than GST, shall remain FIRM throughout the Supply period and will be NOT be subject to adjustment for price escalation during the performance of the Supply until unless specified otherwise in the SCC.
19	Severability	If any provision or condition of the Supply is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Supply.
20	Standard of Performance	The Supplier shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Supplier shall always act, in respect of any matter relating to this Supply or to the Services, as faithful advisers to the Owner, and shall at all times support and safeguard the Owner's legitimate interests in any dealings with Sub Suppliers or Third Parties.
21	Conflict of Interests	The Supplier shall hold the Owner's interest's paramount, without any

		consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
22	Confidentiality	<p>The Owner and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Supply, whether such information has been furnished prior to, during or following termination of the Supply. Notwithstanding the above, the Supplier may furnish to its SubSupplier(s) such documents, data and other information it receives from the Owner to the extent required for the SubSupplier(s) to perform its work under the Supply, in which event the Supplier shall obtain from such SubSupplier(s) an undertaking of confidentiality similar to that imposed on the Supplier under this clause of GPC.</p>
23	Limitation of Liability	<p>HURL shall in no way be responsible for any liabilities arising out of the Supplier's Supplyual obligations with the Supplier's personnel, experts, engineers, sub-Suppliers, licensors, collaborators, vendors, or subsidiaries. Similarly, the Supplier shall in no way be responsible for any liabilities arising out of HURL's personnel, sub-Suppliers, licensors, collaborators, vendors or subsidiaries.</p> <p>The Supplier 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 Supply.</p> <p>Except in cases of criminal negligence or willful misconduct,</p> <p>(a) Neither Party shall be liable to the other Party, whether in Supply, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Supply, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Employer and</p> <p>(b) The aggregate liability of the either party to the other party, whether under the Supply, in tort or otherwise, shall not exceed the total Supply Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Employer with respect to patent infringement.</p> <p>Notwithstanding anything contained hereinabove, the aggregate liability of the Employer to the Supplier shall not exceed the Total Supply Price, less payments already released to the Supplier, if any.</p>
24	Liability of the Supplier	<p>The Supplier, shall be, liable to and required to indemnify, the Owner as stated under for due performance of the Supply.</p> <p>The Supplier shall indemnify the Owner from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Owner during or in connection with the Services by reason of:</p> <p>(a) infringement or alleged infringement by the Supplier of any patent or other protected right; or</p> <p>(b) plagiarism or alleged plagiarism by the Supplier.</p>

		The Supplier shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Supplier out of funds provided or reimbursed by the Owner or used by the Supplier in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.
25	Insurance to be taken out by the Supplier	<p>The Supplier</p> <p>(a) shall take out and maintain, and shall cause any Sub-Suppliers to take out and maintain, at their (or the Sub-Suppliers', as the case may be) own cost, but on terms and conditions approved by the Owner, during the performance of the Supply, the insurance against the risks, and for the coverage as specified in the SCC; and</p> <p>(b) at the Owner's request, shall provide evidence to the Owner showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.</p>
26	Supplier's Actions Requiring Owner's Prior Approval	<p>The Supplier shall obtain the Owner's prior approval in writing before taking any of the following actions:</p> <p>(a) any subSupply relating to the Services to an extent and, with such specialists and entities as may be approved as</p> <p>(b) any other action that may be specified in the SCC.</p> <p>Notwithstanding any approval as above, the Supplier shall remain fully liable for the performance of Services by the Sub-Supplier and its Personnel and retain full responsibility for the Services.</p>
27	Assistance and Exemptions	<p>The Owner shall use its best efforts to ensure the following:</p> <p>(a) To ensure the accuracy of all information and/or data to be supplied by the Owner to the Supplier necessary for performance of the Supply, except when otherwise expressly stated in the Supply.</p> <p>(b) issue to officials, agents and representatives of the Owner all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;</p> <p>(c) provide to the Supplier, Sub-Suppliers and Personnel any such other assistance as may be specified in the SCC.</p>
28	Payment Terms	<p>Modes of Billing and Payment</p> <p>The invoices of payment shall be supported by necessary Documents 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.</p> <p>The Owner shall pay to the Supplier all the admissible payments within thirty (30) days of certification of the Engineer-in-Charge of the amount payable for the services.</p> <p>Supplier 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 Supplier shall hold the Owner harmless & Owner shall not be liable for any direct, indirect or consequential loss or damage sustained by the Supplier on account of any error in the information or change in Bank details</p>

		provided to the Owner in the prescribed form without intimation to Owner duly acknowledged.
29	Early Warning	If at any time during performance of the Supply, the Supplier or its Sub-Suppliers should encounter events, circumstances conditions that may adversely affect the quality of the work, increase the cost of Services or delay the execution of the Services, the Supplier shall promptly notify the Owner in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Owner shall evaluate the situation, and the Supplier shall cooperate with the Owner in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.
30	Extension of the Intended Completion Date	In the event the Supplier is unable to complete the assignment by the Intended Completion Date it may request the Owner to extend the Intended Completion Date giving reasons. The Owner may extend the Intended Completion Date if the reasons given by the Supplier, including prior review where necessary, are found acceptable. The Owner shall, however, decide by how much to extend the Intended Completion Date.
31	Good Faith	The Parties undertake to act in good faith with respect to each other's rights under this Supply and to adopt all reasonable measures to ensure the realization of the objectives of this Supply.
32	Liquidated Damage (LD) for Delay	<p>If the Supplier fails to complete the Work on or before the scheduled or extended date of completion, he shall, without prejudice to any other right or remedy of the Employer, arising out of the Supply on account of such delay, be liable for payment of liquidated damages @ ½ percent per week, not as penalty, on the Supply Value of the Work for every week that the progress remains below the required progress or that the Work remains incomplete subject to a maximum of 5% of the Supply Value.</p> <p>In case of amendment in the Supply value, the limiting value of the Liquidated damages shall be 5% of the amended Supply Value.</p> <p>The amount of Compensation may be adjusted or set-off against any sum payable to the Supplier under this or any other Supply with the Owner.</p>
33	Change in laws and regulations	If, after the date seven (7) days prior to the last date of Bid submission, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Supplier and/or the Time for Completion, the Supply Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Supply. However, these adjustments would be restricted to items in respect of both direct transactions between the Employer and Supplier.
34	Performance Security	Within thirty (30) days of the receipt of Purchase Order/Service Order from the Employer, the Supplier shall furnish the Supply Performance Guarantee (CPG), if applicable, for the due performance of the Supply for ten percent (10%) of the Supply Price with an initial validity up to ninety (90) days beyond the completion date for work plus defect liability period (if any), for due performance of the Supply(s)/Order(s) in any form acceptable to the Employer

		<p>as mentioned below:</p> <p>CPG may be submitted in any of the following forms:</p> <p>a) crossed Demand Draft / Bankers cheque drawn in favour of HURL Payable at New Delhi.</p> <p>b) An irrevocable Bank Guarantee as per the HURL standard format from any Nationalized bank / Scheduled Bank as acceptable to HURL as per list enclosed.</p> <p>Failure of the supplier to submit the above mentioned Supply Performance Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p> <p>No interest shall be payable by the Employer to the Supplier against the Security Deposit furnished.</p> <p>Performance Security shall be returned after Certification of completion of work by EIC. However, the Supplier will have to apply in writing, for refund of the same.</p>
35	Force Majeure	<p>Neither SUPPLIER nor OWNER shall be considered in default in the performance of their obligations under SUPPLY, as long as such performance is prevented or delayed for reasons such as, including but not limited to, whether similar or dissimilar, acts of God, earthquake, tidal wave, tsunami, hurricane, storm, typhoon or cyclone (except monsoon), floods, lightening, land slide, fire or explosions, plague or epidemic, strikes of a whole National category of workers and concerted act of workmen or other industrial disturbances (lasting more than 7 consecutive calendar DAYS), lockouts (lasting more than 7 consecutive calendar DAYS), sabotage, blockade, war, riots, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, terrorist acts, insurrection or military or usurped power of confiscation or trade embargoes or destruction or requisition by order of any Government or any Public Authority or for reasons or cause beyond the reasonable control of the affected party provided notice of any such cause is given forthwith and in any event not later than one week (7) DAYS of the happening of the event by the party claiming the benefit of this Clause to the other specifying the matter constituting FORCE MAJEURE explaining to what extent Supplyual obligations will thereby be prevented or delayed and the further period for which it is estimated that such prevention or delay will continue. SUPPLIER shall provide justificatory documents countersigned by the local Chamber of Commerce. Notwithstanding the forgoing, FORCE MAJEURE shall not include (a) weather conditions reasonably to be expected for the climate in the geographic area of the SITE including but not limited to the monsoon season, (b) the occurrence of any manpower or material shortages unless such a shortage is itself caused by an event of force majeure, or (c) any delay, default or failure (direct or indirect) in obtaining materials, or in any SUB-SUPPLIER/VENDOR or worker performing any WORK or any other delay, default or failure (financial or otherwise) attributable to SUB-SUPPLIER/Vendor/worker, unless such delay, default or failure results from any act, event or condition which would, with respect to such SUBSUPPLIER/VENDOR/ worker, constitute an event of force majeure.</p> <p>If the SUPPLIER suffers delay in the due execution of the Supplyual obligations due to delays caused by force majeure as defined above, the agreed time of completion of job covered by this SUPPLY or the obligation of the</p>

		<p>SUPPLIER shall be extended by a period of time on account of force majeure conditions, provided that on the occurrence of any such contingency, the SUPPLIER shall within 30 days reports to the OWNER in writing, the cause of delay and likely duration of cause of delay with requisite documentary evidence.</p> <p>Should one or both the parties be prevented from fulfilling the Supplyual obligations by a state of FORCE MAJEURE lasting continuously for a period of 6 weeks, the two parties shall consult each other regarding the future implementation of the SUPPLY. The mere shortage of labour, materials or utilities shall not constitute FORCE MAJEURE unless caused by circumstances which are themselves FORCE MAJEURE.</p> <p>SUPPLIER and OWNER shall endeavour to prevent, overcome or remove the causes of FORCE MAJEURE.</p> <p>No ground for exemption can be invoked if SUPPLIER has failed to give timely notice by registered letter and subsequently supported it by documentary evidence.</p> <p>Delay or non-performance by a party hereto caused by the occurrence of any event of FORCE MAJEURE shall not:</p> <p>(a) Constitute a default or breach of the SUPPLY,</p> <p>Or</p> <p>(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.</p> <p>Force Majeure is no one's fault, therefore each party should bear its own cost and a provision to terminate the SUPPLY in case of Force Majeure extending beyond six (06) month is provided. Should OWNER wish the SUPPLIER to continue further, both parties may sit together and mutually agree on the future course failing which Parties will have the right to terminate. Such termination shall not be considered as Termination for Owner's Convenience. However, outstanding invoices, payment for supplies made and payment to the work already performed will be paid by OWNER on such termination and shall be detailed at the time of SUPPLY finalisation. SUPPLIER shall have the right to take action to mitigate the impact of the prolonged Force Majeure event in mutual consent with Owner.</p> <p>FORCE MAJEURE shall not apply to any obligation of the OWNER to make payments to the SUPPLIER under the Supply.</p>
36	No Breach of Supply	<p>The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Supply insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Supply.</p>
37	Measures to be Taken on Force Majeure	<p>A Party affected by an event of Force Majeure shall continue to perform its obligations under the Supply as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p>

		<p>A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>Any period within which a Party shall, pursuant to this Supply, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Supplier, upon instructions by the Owner, shall either:</p> <p>(a) demobilize, in which case the Supplier shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Owner, in reactivating the Services; or</p> <p>(b) continue with the Services to the extent possible, in which case the Supplier shall continue to be paid under the terms of this Supply and be reimbursed for additional costs reasonably and necessarily incurred.</p>
38	Suspension	<p>The Supplier 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:-</p> <p>(i) On account of any default on part of the Supplier;</p> <p>or</p> <p>(ii) for proper execution of the Works or part thereof for reasons other than the default on the part of the Supplier;</p> <p>or</p> <p>(iii) for safety of the Works or part thereof, for reasons other than those attributable to the Supplier.</p> <p>The Supplier shall, during such suspension, properly protect and secure the Works to the extent necessary and carry out the instructions given in that behalf by the Engineer in Charge.</p> <p>The time for completion of the WORKS will be extended for a period equal to the duration of the suspension. The Supplier shall not be eligible for any other compensation whatsoever for such suspension, except as otherwise provided herein under.</p> <p>If such suspension of WORK by OWNER delays or is likely to delay the progress of WORK or the carrying out of WORK under SUPPLY resulting in additional expenses or increased liability to SUPPLIER, the OWNER shall pay to the SUPPLIER all reasonable expenses, mutually agreed between OWNER and SUPPLIER, arising from suspension of the work by an order in writing of the OWNER provided that such suspensions of work is more than a cumulative period of ninety (90) days and provided that such suspension is not due to some fault on the part of the SUPPLIER or a SUBSUPPLIER.</p>
39	Termination for Default	<p>The Owner or the Supplier, without prejudice to any other remedy for breach of Supply, by notice of default sent to the other party, may terminate the Supply in whole or in part if the other party causes a fundamental breach of Supply. In</p>

		<p>such an occurrence one party shall give not less than thirty (30) days' written notice of termination to the other party.</p> <p>Fundamental breaches of the Supply shall include but shall not be limited to, the following:</p> <ul style="list-style-type: none"> (a) If the Supplier fails to remedy a failure in the performance of their obligations hereunder, within thirty (30) days of receipt of such notice of suspension or within such further period as the Owner may have subsequently approved in writing; (b) If the Supplier submits to the Owner a statement which has a material effect on the rights, obligations or interests of the Owner and which the Supplier knows to be false; (c) if the Supplier, in the judgement of the Owner has engaged in corrupt or fraudulent practices in competing for or in executing the Supply. <p>For the purpose of this Sub-Clause:</p> <p>"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Supply execution.</p> <p>"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Supply to the detriment of the Owner and includes collusive practice among Suppliers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition.</p>
40	Termination for Insolvency	<p>The Owner and the Supplier may at any time terminate the Supply by giving notice to the other party if:</p> <ul style="list-style-type: none"> (a) the Owner becomes bankrupt or otherwise insolvent; (b) the Supplier becomes (or, if the Supplier consist of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or (c) in such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.
41	Termination for Convenience	<p>The Owner, by notice sent to the Supplier, may in its sole discretion and for any reason whatsoever, terminates the Supply, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Owner's convenience, the extent to which performance of the Supplier under the Supply is terminated, and the date upon which such termination becomes effective.</p> <p>In event of termination of Order/Supply, the Employer shall pay to the Supplier/Supplier the Supply Price, properly attributable to the works/supplies executed by the Supplier/Supplier as on the date of termination. However, any sums due to the Employer from the Supplier accruing prior to the date of</p>

		termination shall be deducted from the amount to be paid to the Supplier under this Order/Supply.
42	Termination because of Force Majeure	The Owner and the Supplier may at any time terminate the Supply by giving notice to the other party if, as the result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
43	Cessation of Services	Upon termination of the Supply by notice of either Party to the other pursuant to GPC Clauses 39 to 42, the Supplier shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.
44	Payment upon Termination	Upon termination of this Supply pursuant to GPC Clauses to 39 to 42, the Owner shall make the payments to the Supplier for Services satisfactorily performed prior to the effective date of termination.
45	Disputes about Events of Termination	If either Party disputes whether an event specified in GCC Clause 39, 40 or 41 has occurred, such Party may, within forty five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 46, and this Supply shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC Clause 46.
46	Settlement of Disputes	<p>of Adjudicator</p> <p>Managing Director (MD) of HURL shall be the Appointing Authority for Adjudicator. Adjudicator under the Supply shall be retired judge of Supreme Court/High Court of India.</p> <p>If any dispute of any kind whatsoever shall arise between the Owner and the Supplier in connection with or arising out of the Supply, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the services—whether during the progress of the work or after their completion and whether before or after the termination, abandonment or breach of the Supply—the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.</p> <p>The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Owner or the Supplier within fifty-six (56) days of such reference, the decision shall become final and binding upon the Owner and the Supplier. Any decision that has become final and binding shall be implemented by the parties forthwith.</p> <p>Should the Adjudicator resign or die, or should the Owner and the Supplier agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the Supply, another Adjudicator shall be jointly appointed by the Owner and the Supplier. Failing agreement between the two within twenty-</p>

	<p>eight (28) days, the new Adjudicator shall be appointed at the request of either party by the Appointing Authority. Expenses incurred in the process of adjudication including the fees required to be paid to the adjudicator, if any, shall be shared equally between the Owner and the Supplier.</p> <p>Arbitration</p> <p>If either the Owner or the Supplier is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within twenty-eight (28) days of a dispute being referred to it, then either the Owner or the Supplier may, within fifty-six (56) days of such reference, give notice to the other party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with above clause, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Services.</p> <p>Any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.</p> <p>The Owner and the Supplier shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within twenty-eight (28) days after the latter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority as given below:</p> <ul style="list-style-type: none"> a) President, Institution of Engineers in case of an Indian Supplier. b) President, International Chambers of Commerce, Paris in case of a Foreign Supplier. <p>If one party fails to appoint its arbitrator within forty-two (42) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.</p> <p>If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned under the Clause related to Governing Law and a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>Arbitration proceedings shall be conducted</p> <ul style="list-style-type: none"> (i) in accordance with the following rules of procedure :- <ul style="list-style-type: none"> a) In case of a foreign Supplier, the arbitration proceeding shall be conducted in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976. b) In case of an Indian Supplier, adjudication/Arbitration proceedings shall be conducted in accordance with Indian Arbitration and Conciliation Act 1996. In case the Indian Supplier is an Indian Public Sector Enterprise/Government Department (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 Supplier shall be referred for resolution to a Permanent Arbitration Machinery
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		<p>(PAM) of the Department of Public Enterprises, Government of India.</p> <p>c) In case of a foreign collaborator/associate of the Supplier, the arbitration proceedings shall be conducted in accordance with the United Nation Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976.</p> <p>(ii) in New Delhi, India (Place for Arbitration)</p> <p>(iii) in the language in which this Supply has been executed.</p> <p>The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.</p>
47	Fraud Prevention Policy	<p>The Supplier along with their associate / collaborator / subSuppliers / sub-vendors / consultants / service providers shall strictly adhere to the Fraud Prevention policy of the Employer displayed on its tender website http://www.hurl.net.in.</p> <p>The Supplier along with their associate / collaborator / subSuppliers / sub-vendors / consultants / service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of the Supply (Purchase Order/Service Order).</p> <p>The Supplier shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.</p>
48	Risk purchase	<p>In the event Supplier fails to execute the services in scheduled completion period, HURL reserves the right to get the job executed from any other source at the Suppliers risk and cost and the difference in cost shall be borne by the Supplier.</p> <p>Further, HURL shall retain the right of forfeiture of Performance Security and or any other action as deemed fit.</p>

HINDUSTAN URVARAK & RASAYAN LIMITED
(A JOINT VENTURE OF CIL, NTPC, IOCL, FCIL & HFCL)



SECTION – IV

TECHNICAL SPECIFICATIONS

(SCOPE OF WORK AND OTHER TERMS & CONDITIONS)

SPECIFICATION OF NEEM OIL:

SPECIFICATIONS FOR NEEM KERNEL OIL Neem Kernel Oil cold pressed for urea coating as per BIS-4765, 1975

- i) Moisture and insoluble matter % by weight : 0.5% max. (With penalty clause).
- ii) Specific gravity at 30 degree C : 0.88 – 0.95
- iii) Iodine Value : 65 – 90
- iv) Saponification value : 170 – 205
- v) Azadirachtine content : 150 ppm (min.)
- vi) Shall be clear and double filtered.
- vii) Shall be Non-Toxic to Plants & Soil, Eco-friendly, Biodegradable.
- viii) The supplied material will be free from admixture with other oils and added colouring substances as per IS: 548 (Part II) - 1974.

HINDUSTAN URVARAK & RASAYAN LIMITED

(A JOINT VENTURE OF CIL, NTPC, IOCL, FCIL & HFCL)



SECTION – V

FORMS AND PROCEDURES ***(NIT)***

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

TECHNO-COMMERCIAL PROPOSAL BID FORM

(To be Submitted on the Letter Head of Bidder)

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

Bidder's Name & Address :

Date:

Person to be contacted :

Designation :

Tel. No(s). :

Mobile No. :

Fax No(s). :

E-mail address:

To

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

Dear Sirs,

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

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

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

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

3.0 COMPLIANCE TO THE PROVISIONS OF THE BIDDING DOCUMENTS

3.1 We have read all the provisions of the Bidding Documents and confirm that notwithstanding anything stated elsewhere in our bid to the contrary, the provisions of the Bidding Documents, are acceptable to us and we further confirm that we

have not taken any deviation to the provisions of the Bidding Documents anywhere in our bid.

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

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

- 3.2 We further declare that additional conditions, variations, deviations, if any, found in the bid, shall not be given effect to.
- 4.0 We undertake, if our bid is accepted, to commence the work immediately upon your Notification of Award to us.
- 5.0 We agree to abide by this bid for a **period 90 days** from the date of opening of Techno-Commercial bids as stipulated in the Bidding Documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
- 6.0 Until a formal Contract Agreement is prepared and executed between us, the bids, together with your written acceptance thereof in the form of your Notification of Award shall constitute a binding contract between us.
- 7.0 We understand that you are not bound to accept our bid or any other bid you may receive.
- 8.0 We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.
- 9.0 We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
- 10.0 We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Dated this. _____ day of _____

Thanking you,

Date : _____

Place : _____

Yours faithfully,

(authorised signatory Name).

(Designation)

Company Seal

ANNEXURE - 2**Format For Electronics Payment**

Bidders are required to submit the following details on the company's letter head for online transfer of amount to their account:

1.	Contractor Name / Company Name	
	Address:	
	Phone No.	
	E-mail ID	
2. a	Name of the Bank	
b.	Address of the Branch	
c.	Telephone No.	
d.	9 Digit Code number of the Bank and Branch appearing on the MICR Cheque issued by the Bank	
e.	11 Digit NEFT/IFSC Code of the Bank Branch	
f.	Account Type (SB/CC/CA)	
g.	Bank Account No.(as appearing on the Cheque)	
h.	Permanent Account Number (PAN) Under Income Tax Act.	
I	GST Registration Number	
j.	Name of Authorized Signatory	
k.	Contact Person Name	

We hereby declare that the particulars given above are correct and complete

Authorized signatory of the bidder

Name

Designation

Date

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

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:
as per your advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. to (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

DECLARATION FOR “NO DEVIATION”

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

1. With reference to our Bid Proposal No. dated For ...(Name of Package to be mentioned)....., we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendments(s) / Clarification(s) / Addenda / Errata (if any) issued by the Owner prior to opening of Techno – Commercial Bids and the same has been taken into consideration while making our Techno – Commercial Bid & Financial Bid and we declare that we have not taken any deviation / exceptions in this regard.

2. We further confirm that any deviation variation or additional conditions etc. or any mention, contrary to the Bidding Documents and its Amendments(s) / Clarification(s) / Addenda / Errata (if any) as mentioned at 1.0 above found anywhere in our Techno – Commercial Bid and / or Financial Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing which the Bid Security shall be forfeited.

Yours faithfully,
(Signature)

Date: Name & Designation.....

Place: Name of the Company.....

(Seal of Company)

ANNEXURE-5

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

Ref. _____ : Date: _____

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

Sub:

Bidding Doc. No.

Dear Sir,

I, Mr. (CEO of the company / MD of the company/ Authorized Signatory), hereby certify that the data and documents furnished by M/s..... in respect of Techno-Commercial Evaluation are true and correct including the contents thereof.

I further, confirm that if at any point of time the declarations given in bid are found to be incorrect, HURL shall have the full right to terminate the contract and take any action as per provisions of contract including forfeiture of EMD/Security Deposit.

Yours faithfully,
(Signature)

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

(FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY OF HURL)

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

Ref. : Date:

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

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

Bidding Doc. No.

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

Date : (Signature of Authorized Signatory)
Place : (Printed Name)
(Designation).....
(Company Seal)

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

Bid Ref No. :

Bidder's Name and Address:

To,

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

Dear Sir,

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

Yours faithfully,

(Signature)

Date
Place

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

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

ANNEXURE - 8**PROFORMA FOR TERMS AND CONDITION**

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

01	Name of company / Firm	
02	GST No.	
03	HSN No	HSN code of each item must be given in separate sheet attached in BOQ
04	NSIC / SSI Registration No. if any	
05	Tender Enquiry no, Date and Due date	
06	Offer / Quotation No. and Date	
07	Price basis (FOR site store)	
08	Discount	
09	Packing and Forwarding charges	Must be included in quoted price
10	GST Rate	_____ (Must be indicated in price bid, if quoted Zero or Blank, Quoted Price shall be considered to be inclusive of GST as applicable & liable to be deduct from vendor's bill.
11	Freight Charges	Must be included in quoted price / furnish the actual charge
12	Terms of Payment	Within 30 Days from the date of receipt & acceptance of Materials at HURL, GKP
13	Bank Charges	To be borne by seller
14	Delivery period (furnish by party)	
15	Mode of dispatch (furnish by party)	
16	Place of dispatch (furnish by party)	
17	Guarantee Period (furnish by party)	

WE CONFIRM ACCEPTANCE TOWARDS THE FOLLOWING		
a.	Transit Risk Insurance	Insurance will be arranged by party
b.	Validity date	90 days from due date
d.	Recovery for delay in delivery	In case of delay in execution of Order beyond the stipulated date of delivery / delivery schedule, HURL reserves the right to recover from the vendor a sum equivalent to 0.5% of the value of the delayed materials / equipment for each week of delay and part there of subject to a maximum of 5% of the total value of the Order.
e.	Price variation	Price quoted shall remain firm till the complete execution of the order. (In case of any specific price variation formula the same shall be indicated).
f.	Rate certificate	It is certified that the price quoted herein are same as applicable to other Govt. Depts. / PSU. Please submit a copy of PO placed by any PSU or Govt. organization in support of the item to be supplied.
g.	Test Certificate	Party will furnish the test Certificate alongwith dispatch document

(Signature of the bidder with Name Designation & Office Seal)

Bid Security Form

Bank Guarantee

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

Bank Guarantee No...

Date...

To:

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

Dear Sirs,

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

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

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

This Guarantee shall be irrevocable and shall remain valid 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.

Notwithstanding anything contained herein:

1. Our liability under this bank guarantee shall not exceed [Bid security amount]
2. This bank guarantee shall be valid up to [expiry date]
3. We are liable to pay the guaranteed amount or any part under this bank guarantee only and only if you serve upon us a written claim or demand on or before [claim expiry date of guarantee]”.

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

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

Authorized Vide Power of Attorney No...

Date...

NOTE:

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

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

Performance Security Form

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

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

To,

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

Dear Sirs,

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

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

~~The Owner shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Bidder. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Bidder, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Bidder or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.~~

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

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

~~Dated thisday of.....20..... at.....~~

WITNESS :

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

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

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

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

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

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

BANK GUARANTEE VERIFICATION CHECKLIST

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

CHECK LIST

S.No.	Details of Checks	Yes/No
-------	-------------------	--------

- | | | |
|----|---|--|
| a) | Is the BG on non-judicial stamp paper of appropriate value, as per Stamp Act? | |
| b) | Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of stamp paper under the Signature of Stamp vendor?
(The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the Bidder on whose behalf the BG has been issued). | |
| c) | In case the BGs from Banks abroad, has the BG been executed on Letter Head of the Bank, whether adhesive Stamp of appropriate value has been affixed thereon. | |
| d) | Has the executing Officer of BG indicated his name, designation and Power of Attorney No. / Signing Power No. etc. on the BG? | |
| e) | Is each page of BG duly signed/initiated by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witness under | |

seal of Bank as required in the prescribed proforma?

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

Date : Signature.....
Place :

Printed Name of Authorized Person having Power of

Attorney.....

(Designation)

(Common Seal)

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

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 ~~[country of Owner]~~ 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 ~~[country of Contractor]~~ 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
- b) Letter of Award .. Ref. No
- c) Amendment to the NIT document.
- d) Instruction to Bidders
- e) Special Conditions of Contract
- f) General Conditions of Contract
- g) Technical Specifications and Drawings
- (f) The Bid and Price Schedules submitted by the Bidder

1.2 —Order of Precedence

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

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.~~

~~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 hereunder. The Contract Price shall be the aggregate of: [amount of foreign currency in words], [amount in figures], and [amount of local currency 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, including cross claims, imp leader 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 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 Bidder 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 Bidder—

[Signature]

[Title]
in the presence of _____

CONTRACT AGREEMENT

dated the _____ day of _____, 20____

BETWEEN

[“the Owner”]

and

[“the Bidder”]