# HINDUSTAN URVARAK & RASAYAN LIMITED

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

**SECTION – I**

# NOTICE INVITING TENDER

# (NIT)

**NAME OF PACKAGE:** EMPANELMENT OF VENDORS FOR HANDLING, TRANSPORTATION & WAREHOUSING SERVICES AT VARIOUS RAKE POINTS IN THE STATES OF **CHHATTISGARH** FOR A PERIOD OF THREE (03) YEARS AND FURTHER EXTENDABLE FOR ANOTHER PERIOD OF TWO YEARS.

**NIT Ref NO: HURL/HQ/26CS034 DATED 13.11.2026**

**1.0** Hindustan Urvarak & Rasayan Limited (HURL), Delhi, a joint venture of IOCL, NTPC, CIL, FCIL & HFCL, is in the process of **Empanelment of vendors for Handling, Transportation & Warehousing services at various rake points in the states of CHHATTISGARH for a period of three (03) years and further extendable for another period of two years**. Towards this purpose, interested parties/ agencies are invited to participate in pre-qualification process under **Single Bid** system. **The vendors who are already empaneled with HURL for the subject Work are not required to participate in this tender.**

**2.0 Brief Details**

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| Last Date & Time for downloading of EOI documents | **As per dedicated portal of HURL** |
| Last Date & Time of Submission of e-Tender | **As per dedicated portal of HURL** |
| Date & Time of Opening of e-Tenders | **As per dedicated portal of HURL** |
| **Website for Online bid Submission** | **https://eempanel.hurl.net.in/EPROC** |
| **Earnest Money Deposit (EMD) in INR** | **Not applicable for Empanelment** |

**3.0** EMD/Bid Security: **Not applicable for Empanelment Tender.**

**4.0** A complete set of Empanelment Documents may be downloaded by any interested bidder from the Vendor Empanelment Portal of HURL **https://eempanel.hurl.net.in/EPROC**. The portal link is also available at our official website: **https://hurl.net.in > Menu > Tenders > Vendor Empanelment Portal.**

Bidder who has downloaded the tender from Vendor Empanelment Portal of HURL **https://eempanel.hurl.net.in/EPROC** shall not tamper/modify the Empanelment document/form in any manner. In case the same is found to be tampered/modified in any manner, bid will be completely rejected.

Intending Bidders are advised to visit Vendor Empanelment Portal of HURL **https://eempanel.hurl.net.in/EPROC** regularly for any corrigendum / addendum / amendment.

**5.0** *A bidder can submit only one bid, in case of multiple bids by same bidder, all the bids of such bidder will be rejected.*
*Not more than one tender shall be submitted by one bidder/bidder(s) having ownership. For clarification, Business ownership means bidders having common proprietor/partner(s)/director(s). In such case all such bids will be rejected.*

*In case Spouse, Father (including step-father), Mother (including step-mother), Son (including step-son), Son's wife, Daughter, Daughter's husband, Brother (including step- brothers) and Sister (including step-sisters) submit their bid for the same tender, all such bids will be rejected. However, in case they are a separate entity and are participating in the same tender they will provide an affidavit to this effect, as per **F/C&M/HQ/007** (enclosed at Section VI, Forms and Procedures of the Tender Document), stating that they do not have a business relationship with the other bidders.*

*At the time of submission of Tender, the TENDERER shall submit a declaration stating if the TENDERER or any employee of the TENDERER or any person acting on behalf of the TENDERER, either directly or indirectly, is a relative of any of the employees of HURL, or, if any relative of an employee of HURL has financial interest / stake in the TENDERER, the same shall be disclosed by the TENDERER at the time of filing the tender. The TENDERER shall declare that they will not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HURL.*

*If any cartel/relationship in terms of establishment of relationship among the bidders is found at any stage during pendency of the Contract, HURL will cancel the Bid and action as deemed fit shall be taken against the particular bidder including termination of the contract, forfeiture of all dues including Earnest Money Deposit / Security Deposit and debarring/blacklisting of the bidder and all Partners of the bidder.*

## 6.0 Qualifying Requirements / Pre-Qualification Criteria (PQC)

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

| Sr. No | Conditions | Documents required (To be submitted along with Technical bid) |
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| 1 | Bidder should be either Partnership firm/Sole Proprietor / Registered Transport union/ Limited Company/Registered Societies/ Co-operative Societies. | i) For Proprietorship firm - Name of the proprietor to be mentioned. Affidavit of proprietorship duly notarized (Latest) to be submitted<br><br>ii) For partnership firms –Affidavit duly notarized, confirming the current status of the firm along with names of the partners or Copy of partnership deed duly notarized to be submitted.<br><br>iii) For Transport unions/Co-operative societies/Registered societies- Notarized Copy of the valid Registration certificate /Copy of Resolution of members/Authority letter to participate in the tender.<br><br>iv) For limited companies, notarized copy of Memorandum and Articles of Association and list of directors to be submitted. |

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| 2 | Bidder should have executed similar work of value not less than INR ***18,40,950/-*** during the preceding 7 years as on the date of opening of techno commercial bid.<br><br>Note- (i) The value of similar work executed is excluding taxes.<br>(ii) The word Similar Work means - "Handling/Transportation of UREA / Cement /Food grain/other fertilizer/other bagged commodities".<br>(iii) The word "executed" means the bidder should have achieved the criterion specified in the Qualifying Requirements, even if the total contract is not completed/ closed. In case Order/contract(s) is under execution as on the date of technical bid opening, the value of work executed till such date will be considered provided the same is certified by the Chartered Accountants /client /Owner. | A) Copy of Work Order/PO/rate contract/ agreement with following details:<br>i. Work order/PO/rate contract/ agreement with number, date and value<br>ii. Name of the client,<br>iii. Period of contract<br>iv. Scope of work mentioning Handling/Transportation of UREA / Cement / bagged Food grain/other bagged fertilizer/ other bagged commodities.<br><br>B) Execution certificate issued by Practicing Chartered Accountants /statutory auditors with Membership No. of signatory & Firm along with UDIN/client highlighting below<br>a. Reference work order/PO/rate contract/agreement with number, date and value<br>b. Name of the client,<br>c. Period of Contract<br>d. Executed value under the work order/PO/Rate contract/ agreement. |

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| 3 | *The average annual turnover of the Bidder in the preceding three (3) financial years as on the date of Technical Bid Opening should not be less than INR* ***18,40,950/-***<br><br>*Note:*<br><br>*i. In case where audited results for the last financial year as on the date of opening of Technical Bid 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 Chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the financial results of the Company of the preceding financial year have not been finalized or under audit as on the date of opening of Technical Bid and the Certificate from the practicing Chartered Accountant certifying the financial parameters of preceding financial year is not available.*<br><br>** Other income shall not be considered for arriving at annual turnover.* | Audited Balance Sheet / Profit & Loss Account for the three preceding financial years i.e. **2023-2024, 2024-2025 and 2025-2026**.<br><br>(i)In case above is not available, then certificate from practicing Chartered Accountants /statutory auditors with Membership No. of signatory & Firm along with UDIN certifying the annual turnover for the last financial year i.e 2025-26 along with audited annual statement of Profit-Loss statement & Balance sheet certified by CA with UDIN number for two consecutive financial years preceding the last financial year i.e 2023-24 & 2024-25 along with F/C&M/HQ/009 & 010 of F&P, Section-VI.<br><br>(ii)In case above are not available, then audited Balance Sheet and Profit & Loss Account for the three consecutive financial years preceding the last financial years i.e 2022-23, 2023-24 & 2024-25 along with F/C&M/HQ/009 & 010 of F&P, Section-VI.<br><br>(iii) In case above are not applicable, then certificate from practicing Chartered Accountants /statutory auditors with Membership No. of signatory & Firm along with UDIN certifying the annual turnover for the three preceding financial years i.e **2023-2024, 2024-2025 and 2025-2026**<br><br>(iv)In case above are not applicable, then certificate from practicing Chartered Accountants /statutory auditors with Membership No. of signatory & Firm along with UDIN certifying the annual turnover for the three consecutive financial years preceding the last financial years i.e 2022-23, 2023-24 & 2024-25 along with F/C&M/HQ/009 & 010 of F&P, Section-VI. |
| | **Note – All the CA certificates to be submitted by the bidders should be on the letter head of CA with a valid UDIN number and membership number of the CA firm.** | |

**7.0** Empanelment shall be done rake point-wise. The bidders shall have to indicate name of the rake points for which they are willing to get empaneled in the **Annexure-B to GTC.** However, based on the confirmation / request of a bidder, the addition of Rake-point shall be allowed for that state.

**8.0** Post empanelment, HURL may make price discovery through a limited tender enquiry allowing only empanelled parties to participate or may issue Open tender, if sufficient number of vendors are not empanelled for that particular Railhead / due to any administrative reason. All the bidders are advised to get onboarded on GeM portal as the Limited tender enquiry to empanelled bidders for a particular Railhead shall be issued on GeM, preferably.

**9.0 Estimation of rake point wise indicative quantum:**

It may be noted that the quantities mentioned in the EoI/ Empanelment Tender may increase or decrease to any extent depending upon the state-wise movement plan of the Department of Fertilizers and district-wise requirement of the State Agriculture Department. The actual quantity shall be indicated in the Limited Tender for that particular Rail head where the price bid shall be invited.

**10.0** HURL reserves the right to reject any or all bids or cancel/withdraw the EoI/Empanelment 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.

**11.0** Bids shall be 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 (**on company's letterhead by the Authorized Executives / CEO/ MD/ Member of Board/on stamp paper duly notarized**) of such person needs to be furnished along with bid.

**12.0** Unincorporated Joint venture/consortium bids shall not be accepted.

**13.0 E-TENDERING PROCEDURE:**

The empanelment shall be carried out strictly through submission of online tenders only. No offer in physical form will be accepted and any such offer if received by HURL will be outright rejected. The tender documents can be downloaded from HURL's official website **www.hurl.net.in** or from the dedicated portal of HURL **https://eempanel.hurl.net.in/EPROC.** All bids are required to be submitted online through this portal.

For participation in the EOI, bidders are advised to refer to the **Bidder's Manual** available in the "**Download**" section of the portal after clicking on the "**LOGIN**" option on the homepage.

In case of any difficulty related to registration or submission of bids, bidders may seek assistance through the helpdesk at contact numbers **+91 6352631766** and **+91 7859800621** or via email at support@abcprocure.com.

Kindly refer **bidders manual** available on bidders section on e-tendering website for

detailed procedure for bid submission or Bidders can take help of our contact number for registration and bid submission procedures.

Bidders are advised to upload documents of smaller file sizes (preferably up to **10 MB** per file) to ensure smooth and efficient uploading on the portal. Standard documents required for participation in tenders may be uploaded using the "**Map Document**" facility available in the bidder's account.

The bids shall be submitted under a **Single Bid System** in electronic form only, through the designated portal of HURL **https://eempanel.hurl.net.in/EPROC.**

**Note:**

**(1) The above website does not allow submission of documents after due date of tender.**

**(2)** This Expression of Interest (EOI) is published on the HURL dedicated portal (https://eempanel.hurl.net.in/EPROC/) for the purpose of updating the panel of empanelled bidders for Handling, Transportation & Warehousing services at various rake points in the states of **CHHATTISGARH.** The empanelment shall remain valid up to **30.10.2029** which is further extendable for another period of two years, and the panel shall be updated at periodic intervals. The EOI shall remain open for submission of applications up to **31.08.2029**, enabling continuous participation of prospective bidders during the validity period.

Notwithstanding the above, evaluation of applications shall be conducted on a **monthly cycle basis** as clarified under for an example:

- In case the EOI publication date is falling between 1st to 15th of Nov'26, applications received up to 15th Dec'26 shall be considered in the first evaluation cycle. In case the EOI publication date is falling between 16th to 30th of Nov'26 , application received up to 31st Dec'26 shall be considered for 1st evaluation cycle.
- Applications received during 16.11.2026 to 15.12.2026 (or during 01.12.2026 to 31.12.2026 in case 1st evaluation cycle completes on 30.11.2026) shall be considered in the subsequent evaluation cycle and so on. This process shall continue in the same manner on a rolling monthly basis until the closing date of the EOI.

**HURL reserves the right to modify the evaluation schedule and/or process at its sole discretion without any prior notice.**

## 14.0 BIDS SHOULD BE SUBMITTED AS PER FOLLOWING INSTRUCTIONS ONLY:

The Bid should contain following documents:

**a.** Techno Commercial Proposal Bid Form (Enclosed as **F/C&M/HQ/001** to Forms and Procedures i.e., Section IV).

**b.** **Power of Attorney** as per requirement mentioned in EOI.

**c.** Agency Profile Form (Enclosed as **F/C&M/HQ/001A** to Forms and Procedures i.e., Section IV).

**d.** Signed, Stamped and Scanned copy of Certificates like **Registration Certificate, GST No., PAN No., UDYAM etc.**

**e.** Signed, Stamped and Scanned copy of Format for Electronics Payment (Enclosed as **F/C&M/HQ/002** to Forms and Procedures i.e., Section IV) and a **copy of cancelled cheque.**

**f.** Documents as required in accordance with **Qualifying Requirements / Pre-Qualification Criteria (PQC) i.e., Clause 6 of EOI.**

**g.** Signed, Stamped and Scanned copy of Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India and declaration on Local Content (Preference to Make in India). **(Enclosed as F/C&M/HQ/003** to Forms and Procedures i.e., Section IV).

**h.** Signed, Stamped and Scanned copy of List of Rail-heads of CHHATTISGARH State indicating the Railheads for which bidder is interested for enlistment. (Enclosed **as Annexure-B to GTC, General Terms & Conditions i.e., Section II**).

**i.** Affidavit deposing compliance of Clause **5 (Enclosed as F/C&M/HQ/007** to Forms and Procedures i.e., Section IV of EoI Tender.)

**15.0 Other Conditions: -**

**i)** In case any information submitted by the Bidders is found to be false, the bidder is liable to be blacklisted. **The vendors who are already empaneled with HURL for the subject Work are not required to participate in this tender. However, in the event that a bid is received from any vendor who has already been empaneled for the subject Work, such bid shall not be considered for this empanelment process.**

**ii)** Post empanelment, HURL may make price discovery through a limited tender enquiry allowing only empaneled parties to participate or may issue Open tender, if sufficient number of vendors are not empaneled / due to any administrative reason. All the bidders are advised to get onboarded on GeM portal as the Limited tender enquiry to empaneled bidders shall be issued preferably on GeM Portal.

**16.0 DISCLAIMER:**

The information contained in this notice, or any information provided subsequently to parties/ agencies in any form by or on behalf of Hindustan Urvarak & Rasayan Limited (HURL), Delhi, is provided to the parties / agencies based on all terms and conditions subject to which such information has been provided.

This notice or any addenda, is not in any way an agreement or an offer or invitation by HURL to any parties/ agencies other than the applicants who are qualified to submit the Application Documents. This notice has been put forward to provide parties / agencies with necessary information to formulate their proposals based on this notice. All the information a party / an agency may require may or may not be represented in this notice. Each agency is required to conduct its own investigations and check the reliability and completeness of the information mentioned in this notice. The parties/ agencies may also obtain independent advice from appropriate sources. HURL and/or its officers, employees make no representation or warranty and disclaim any liability under any law/ statute/ rules/ regulations as to the accuracy, reliability or completeness of the information contained in this notice. HURL may, but without being under any obligation to do so, update, amend or supplement the information in this notice in its sole discretion. HURL reserves the rights to reject all or any agencies without assigning any reasons thereof. HURL also reserves the right to cancel this notice without citing any reasons.

**6.0 Address for Communication.**

Smt. Shradha Kumari Manager (C&M)
**Hindustan Urvarak & Rasayan Limited**
(A Joint Venture of CIL, NTPC, IOCL, FCIL & HFCL)
Core-3, 9th Floor, SCOPE Minar,
Laxmi Nagar District Centre, New Delhi- 110092.

**EPBAX No:** 011-2250 2267/ 2268

**Email:** shradhakumari@hurl.net.in

# HINDUSTAN URVARAK & RASAYAN LIMITED

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

## SECTION – II

***GENERAL TERMS & CONDITIONS (GTC)***

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| 1 | **QR / PQC Documents** | **As per Clause No.-6 of NIT, Section-I.**<br><br>The eligibility criteria mentioned in the notice will form basis for scrutiny of all proposals received to assess their eligibility. Proposals not meeting the eligibility criteria will be rejected, forthwith, or at any stage of detection. If deemed necessary, HURL may seek clarifications on any aspect from the Agency (ies). However, that would not entitle the Agency (ies) to alter or cause any change in the material information of the proposal already submitted. The evaluation process will be done by HURL, based on examination of documents, certificates, declarations etc. submitted by the Agency as required. The decision of HURL about the empanelment shall be final and binding upon the applicant (s) / parties concerned. The HURL management reserves the right to select or reject any application without assigning any reason thereof. |
| 2 | **Governing Laws** | The Contract shall be governed by and interpreted in accordance with laws in force in India.<br>The Courts of Delhi shall have exclusive jurisdiction in all matters arising under the Contract, unless otherwise stated in the SCC. |
| 3 | **Governing Language** | The Contract shall be written in English. All correspondences and documents relating to the Contract shall be written in English. Supporting documents and printed literature that are part of the Contract 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.<br>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.<br><br>The Contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation. |
| 4 | **Assignment** | The empaneled agency will not be entitled to assign or sublet any work or any part thereof without having obtained written permission from HURL. HURL reserves its rights to refuse such a request of the agency. In case the work is sublet without prior written approval from HURL, the company shall at its sole discretion cancel the job order, arrange the job in question from other sources. The decision of HURL in such case shall be final and binding. |
| 5 | **Period of Empanelment** | The empanelment shall be valid for a period of **three (03) years**, which may be further extended for an additional period of up to two (02) years at the discretion of HURL. |
| 6 | **Nil Deviation** | **No deviation, whatsoever, is permitted by EMPLOYER to any provision of Empanelment Documents.** The Bidders are advised that while making their offers, all conditions are appropriately taken into consideration. Bidders shall certify their compliance to the complete Empanelment Documents as per Certificate at at F/C&M/HQ/001 of Section IV (Forms and Procedures). |

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| | | In case the Products and/or Services offered do not meet the technical requirements, the bid shall be rejected as Technically non-responsive.<br><br>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. |
| 7 | **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 Contractor. The Contractor, subject to this Contract, has complete charge of Personnel and Sub-Contractors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder. |
| 8 | **Location** | The Services shall be performed at such locations as are specified in the Contract and, where the location of a Special task is not so specified, at such locations as the Owner may approve. |
| 9 | **Conflict of Interests** | The Contractor 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. |
| 10 | **Confidentiality** | The Owner and the Bidder 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 Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data, and other information it receives from the Owner to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this clause of GCC. |
| 11 | **Standard of Performance** | The Contractor 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 Contractor shall always act, in respect of any matter relating to this Contract 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 Contractors or Third Parties. |

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| 12 | **Taxes & Duties** | Contractor shall bear all tax liabilities, duties, Govt. levies etc. on account of payments made under this Contract. It shall be the responsibility of the Contractor 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.<br><br>It shall be incumbent upon the Contractor 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 Contractor to the Owner.<br>The Contract Price (of both domestic and foreign Contractor) 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 Contractor 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 Contractor.<br>In case of any variation in the rate of GST during the period of Contract, an equitable amount shall be paid/ recovered from the Contractor to fully take into account any such change.<br><br>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 Contractor becomes liable there under to pay and actually pays the said new tax, duty or levy for bonafide use on the work contracted, the same shall be reimbursed/recovered to the Contractor.<br>As regards Income Tax, Surcharge on Income Tax and other Corporate Taxes, including Cess wherever applicable, the Contractor shall be responsible for such payments to the concerned authorities.<br>The Owner shall be entitled to make necessary tax deductions at source as per the prevalent laws. The Contractor shall be required to submit the PAN details before the submission of the first bill/invoice under the Contract.<br><br>In case the Contractor 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.<br><br>The Contractor 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 Contract.<br><br>Further in case of foreign Contractor, 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 Contractors are required to consider such benefits in their proposal. |

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| 13 | **Payment Terms** | **General**<br>In consideration of the Services performed by the Contractor under this Contract, the Owner shall make to the Contractor such payments and in such manner as stated below:<br>Payments will be made in the currency or currencies in which the Contract Price has been stated in the Contractor's bid i.e., INR.<br><br>No payment made by the Owner herein shall be deemed to constitute acceptance of the Services nor relieve the Contractor of any obligations.<br><br>HURL will not make advance payment for any work. The bills should be in proper order for processing payment.<br>**Modes of Billing and Payment**<br>All the invoices of payment shall be supported by necessary Documents and submitted in quadruplicate for the certification of Engineer-in-Charge for which he will require a maximum time of fifteen (15) days before the same are submitted for processing the payment of amount admitted.<br>The Owner shall pay to the Contractor all the admissible payments within thirty (30) days of certification of the Engineer-in-Charge of the amount payable for the services.<br>Contractor 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 Contractor shall hold the Owner harmless & Owner shall not be liable for any direct, indirect, or consequential loss or damage sustained by the Contractor on account of any error in the information or change in Bank details provided to the Owner in the prescribed form without intimation to Owner duly acknowledged. |
| 14 | **Price Variation** | Following empanelment, while carrying out jobs of the Company if any items of work/ operation are not provided in the work order, the same may be completed and rates to be paid for this work shall be determined by HURL. |
| 15 | **Return of Documents etc.** | The empaneled agency shall return to HURL all the creatives/ films/ inputs etc., which are prepared by the agency for HURL, or supplied, by the Company for the work after completion of the work. |
| 16 | **Good Faith** | The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract. |

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| 17 | **Liquidated Damage (LD) for Delay** | The timely delivery of the material/services is the essence of the contract. In the event of Supplier's failure to deliver the material / services or fails to perform the incidental Works/ Services of acceptable quality within the stipulated delivery period, the liquidated damages are payable by the Supplier / Contractor @ ½% percent of the delivered price of the delayed material / Services and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 5% of the delayed materials / Services' or incidental Works/ Services' contract price(s). However, the total liability of the Supplier / Contractor under this clause shall not exceed 5% of the Total contract value as awarded.<br>In case of amendment in the contract value, the limiting value of the Liquidated damages shall be 5% of the amended Contract Value.<br>The amount of Compensation may be adjusted or set-off against any sum payable to the Supplier/Contractor under this or any other contract with the Owner. |
| 18 | **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 Contractor and/or the Time for Completion, the Contract 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 Contract. However, these adjustments would be restricted to items in respect of both direct transactions between the Employer and Supplier. |
| 19 | **TERMINATION OF EMPANELMENT** | HURL, by a written notice of maximum one (01) month (varies from case to case), of default, may without prejudice to any other remedy for breach of contract, terminate the empanelment/cancel the work order in whole or in part as the case may be:<br>(i) If the agency fails to deliver any or all goods/services within the time (s) specified in the work order, or any extension thereof granted by HURL.<br>(ii) If the agency fails to perform any other work/service under the contract/work order; and if the agency does not rectify his failure(s) within a period specified by HURL, after the receipt of the default notice.<br>(iii) Assigns or sublets the work in whole or part thereof without prior written consent of HURL.<br>(iv) If performance is not satisfactory, or defaults in the performance during designing, creating, and releasing the advertisement and fails to correct such default to the reasonable satisfaction of HURL within the stipulated time given in the written notice of such default.<br>(v) If quality of printed material supplied is found unsatisfactory for which, HURL will be sole judge, or the agency fails to provide printed material in full quantity or part thereof as specified in job order.<br>**Note:** HURL reserves the right to decide the duration of Notice Period to be served in above cases as per the priority and importance of the job subject to maximum one (1) month. |

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| 20 | **Force Majeure** | Neither CONTRACTOR nor OWNER shall be considered in default in the performance of their obligations under CONTRACT, as long as such performance is prevented or delayed for reasons such as, including but not limited to, whether similar of 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 fourteen (14) 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 contractual obligations will thereby be prevented or delayed and the further period for which it is estimated that such prevention or delay will continue.<br><br>CONTRACTOR 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-CONTRACTOR/VENDOR or worker performing any WORK or any other delay, default or failure (financial or otherwise) attributable to SUB-CONTRACTOR/Vendor/worker, unless such delay, default or failure results from any act, event or condition which would, with respect to such SUBCONTRACTOR/ VENDOR/ worker, constitute an event of force majeure.<br><br>If the CONTRACTOR suffers delay in the due execution of the contractual obligations due to delays caused by force majeure as defined above, the agreed time of completion of job covered by this CONTRACT or the obligation of the CONTRACTOR shall be extended by a period of time on account of force majeure conditions, provided that on the occurrence of any such contingency, the CONTRACTOR 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.<br><br>Should one or both the parties be prevented from fulfilling the contractual 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 CONTRACT. The mere shortage of labour, materials or utilities shall not constitute FORCE MAJEURE unless caused by circumstances which are themselves FORCE MAJEURE. |

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| | | CONTRACTOR and OWNER shall endeavor to prevent, overcome, or remove the causes of FORCE MAJEURE.<br><br>No ground for exemption can be invoked if CONTRACTOR has failed to give timely notice by registered letter and subsequently supported it by documentary evidence.<br><br>Delay or non-performance by a party hereto caused by the occurrence of any event of FORCE MAJEURE shall not:<br><br>(a) Constitute a default or breach of the CONTRACT,<br><br>Or<br><br>(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.<br><br>Force Majeure is no one's fault, therefore each party should bear its own cost and a provision to terminate the CONTRACT in case of Force Majeure extending beyond six (06) month is provided. Should OWNER wish the CONTRACTOR 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 CONTRACT finalization. CONTRACTOR shall have the right to take action to mitigate the impact of the prolonged Force Majeure event in mutual consent with Owner.<br><br>FORCE MAJEURE shall not apply to any obligation of the OWNER to make payments to the CONTRACTOR under the contract. |
| 19 | **No Breach of Contract** | 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 Contract 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 Contract. |

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| | | 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.<br>Any period within which a Party shall, pursuant to this Contract, 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.<br>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor, upon instructions by the Owner, shall either:<br>(a) demobilize, or<br>(b) continue with the Services to the extent possible, in which case the Contractor shall continue to be paid under the terms of this Contract. |
| 21 | **Suspension** | The Contractor 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:<br>i. On account of any default on part of the Contractor.<br>ii. for proper execution of the Works or part thereof for reasons other than the default on the part of the Contractor.<br>iii. for safety of the Works or part thereof, for reasons other than those attributable to the Contractor.<br>The Contractor 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.<br>The time for completion of the WORKS will be extended for a period equal to the duration of the suspension. The Contractor shall not be eligible for any other compensation whatsoever for such suspension, except as otherwise provided herein under.<br>If such suspension of WORK by OWNER delays or is likely to delay the progress of WORK or the carrying out of WORK under CONTRACT resulting in additional expenses or increased liability to CONTRACTOR, the OWNER shall pay to the CONTRACTOR all reasonable expenses, mutually agreed between OWNER and CONTRACTOR, 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 CONTRACTOR or a SUBCONTRACTOR. |

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| 22 | **Termination for Default** | The Owner or the Contractor, without prejudice to any other remedy for breach of Contract, by notice of default sent to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of contract. In such an occurrence one party shall give not less than thirty (**30**) days' written notice of termination to the other party.<br>Fundamental breaches of the Contract shall include but shall not be limited to, the following:<br>(a) If the Contractor 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.<br>(b) If the Contractor submits to the Owner a statement which has a material effect on the rights, obligations, or interests of the Owner and which the Contractor knows to be false.<br>(c) if the Contractor, in the judgement of the Owner has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.<br>For the purpose of this Sub-Clause:<br>"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.<br>"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 Owner and includes collusive practice among Contractors (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. |
| 23 | **Termination for Insolvency** | The Owner and the Contractor may at any time terminate the Contract by giving notice to the other party if:<br>(a) the Owner becomes bankrupt or otherwise insolvent.<br>(b) the Contractor becomes (or, if the Contractor 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<br>(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. |

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| 24 | **Termination for Convenience** | The Owner, by notice sent to the Contractor, may in its sole discretion and for any reason whatsoever, terminates the Contract, 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 Contractor under the Contract is terminated, and the date upon which such termination becomes effective.<br>In event of termination of Order/Contract, the Employer shall pay to the Supplier/Contractor the Contract Price, properly attributable to the works/supplies executed by the Supplier/Contractor as on the date of termination. However, any sums due to the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Order/Contract. |
| 25 | **Termination because of Force Majeure** | The Owner and the Contractor may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (**60**) days. |
| 26 | **Settlement of Disputes** | **Mutual Discussion**<br>Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties and so notified in writing by either Party to the other Party (the 'Dispute") shall in the first instance, be attempted to be resolved amicably by mutual consultations between the Parties within a period of 30 days. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute**.**<br>**Arbitration**<br>If either the Owner or the Contractor is dissatisfied with the mutual discussion, or if the mutual discussion fails to arrive at a decision within thirty days (30) days of a dispute being discussed, then either the Owner or the Contractor may, within fifty-six (56) days of such reference, give notice to the other party, 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.<br>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.<br>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.<br>The Owner and the Contractor 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:<br>a) President, Institution of Engineers in case of an Indian Contractor. |

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| | | b) President, International Chambers of Commerce, Paris in case of a Foreign Contractor.<br><br>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.<br><br>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. Arbitration proceedings shall be conducted,<br><br>(i) in accordance with the following rules of procedure:<br><br>a) In case of a foreign Contractor, the arbitration proceeding shall be conducted in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976.<br><br>b) In case of an Indian Contractor, adjudication/Arbitration proceedings shall be conducted in accordance with Indian Arbitration and Conciliation Act 1996. In case the Indian Contractor 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 Contractor shall be referred for resolution to a Permanent Arbitration Machinery (PAM) of the Department of Public Enterprises, Government of India.<br><br>c) In case of a foreign collaborator/associate of the Contractor, the arbitration proceedings shall be conducted in accordance with the United Nation Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976.<br><br>(ii) in New Delhi, India (Place for Arbitration)<br><br>(iii) in the language in which this Contract has been executed.<br><br>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. |
| 27 | **Fraud Prevention Policy** | The Supplier along with their associate / collaborator / subcontractors / 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.<br>The Supplier along with their associate / collaborator / subcontractors /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 Contract (Purchase Order/Service Order).<br><br>The Supplier shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice. |

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| 28 | **Risk purchase** | If the job is not executed or not executed to the satisfaction of HURL, the job shall get executed from open market or the other agencies in the panel at the risk and cost of the concerned empaneled agency, the difference in cost shall be borne by the Contractor and its empanelment shall be terminated.<br>Further, HURL shall retain the right of forfeiture of Performance Security and or any other action as deemed fit including punitive action such as Debarment. |
| 29 | **HURL right to assess the capabilities and capacity of Bidder** | HURL reserves the right to assess the capabilities and capacity of the Bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of HURL. |
| 30 | **NOTICE OF DEFAULT** | In the event of any default by either party hereto, in respect of any of its obligations and responsibilities under the Contract, the party not in default shall give notice in writing to the other party calling upon it to rectify such default. Should the party in default does not rectify such default within a period of thirty<br>(30) days of the receipt thereof within the said period, the other party shall be entitled to treat it as a breach of Contract and notice to that effect shall be given forth with. |
| 31 | | If a tenderer resorts to any frivolous, malicious, or baseless complaints/allegations with an intent to hamper or delay the tendering process or resorts to canvassing / rigging/influencing the tendering process, HURL reserves the right to debar such tenderer from participation in the future tenders up to a period of 2 years. |
| 32 | | Bidders must before submission of their Bids, acquaint themselves with all applicable regulatory and other legal requirements pertaining to insurance and health, safety and environment requirement in India and rules related to work permit and visa requirements in India or in any way or manner affecting the performance of Scope of Work, the Contractor and the Plant operation and performance including social security, safety, pollution control, permits, licenses, and the other statutory requirements and regulations. The submission of a Bid by the Bidder will be construed as evidence that such an examination was made, and the Bidder shall not raise at any time later any claims/disputes against the Owner and the Owner shall not be liable for the same in any manner whatsoever. |
| 33 | **Quantity Variation** | HURL does not guarantee any off take against the contract & vendor will not have any claim whatsoever in this regard. |
| 34 | **Restrictions on procurement from a Bidder of a country which shares a land border with India** | 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.<br>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 |

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| | | 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.<br>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.<br>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.<br>ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' 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.<br>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.<br>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.<br>a) An entity incorporated, established, or registered in such a country; or<br>b) A subsidiary of an entity incorporated, established, or registered in such a country; or<br>c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or<br>d) An entity whose beneficial owner is situated in such a country; or<br>e) An Indian (or other) agent of such an entity; or<br>f) A natural person who is a citizen of such a country; or<br>g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. |
| | | v. The beneficial owner for the purpose of clause "iv" above will be as under:<br>a) 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.<br>Explanation-<br>i. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the |

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| | | company.<br>ii. "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.<br>b) 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.<br>c) 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.<br>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.<br>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.<br>vi. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.<br>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 F/C&M/HQ/003 7 of Section IV (Forms and Procedures) of the bidding document. |
| 35 | **OTHER TERMS:** | 1. Empanelment shall be done rake point-wise. The parties shall have to indicate name of the rake points for which they are willing to get empaneled in the **Annexure-B to GTC**. However, based on the confirmation / request of a bidder, the addition of Rake-point shall be allowed for that state.<br>2. If any information submitted by a tenderer at the time of submission of empanelment is found untrue after the award of the contract or it is discovered that some information having a material bearing on the contract has been concealed, HURL reserves the right to terminate the contract forthwith and delist from empaneled bidders list without any prejudice to any right, remedy, claims etc. that may be suitable to HURL.<br>3. In case of concealment of any fact, if detected later, such parties will be debarred from all future dealings with HURL.<br>4. No conditions or deviations should be mentioned by the tenderer in empanelment application. Where the Party has mentioned any conditions or deviations in the application shall be summarily rejected without any further reference.<br>5. In the event of the agency failing to observe or perform any of the |

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| | | conditions of the work as set out herein, it shall be lawful for HURL in its discretion to remove or withhold any part of the work until such time as it may be satisfied that the agency is able to do and will duly observe the said condition.<br>6. In case the work is not executed in time and to its satisfaction, HURL may at its own discretion either-<br>(a) Permit the agency to re-do the same within such time as the HURL may specify at agency own cost which shall include the cost of all raw material, final product and service; or<br>(b) Arrange to get the work done elsewhere and by any other form or form any other source than the agency, in which case the amount of extra cost, if any, shall be recovered by HURL from the agency. |
| 36 | **MISC. CONDITIONS** | (i) HURL reserves the right to seek fresh set of documents or seek clarifications on the already submitted documents. HURL's decision in this regard shall be final and binding on all.<br>(ii) The above terms and conditions are not exhaustive. The additional / special terms and conditions can be specified at the time of NIT depending upon the type of job involved.<br>(iii) HURL reserves the right to request price bids exclusively from vendors empanelled with the organization for chosen rake points of a particular state.<br>(iv) All the declarations, undertakings, affidavits, information, Forms & Procedure formats submitted against this EOI / Empanelment tender by the bidder shall be applicable for the individual NITs which shall be issued in future to the empaneled bidders. |
| 37 | **PBG to be applicable for tender** | A security deposit amounting to 2% of the total contract value including GST, shall be required to be deposited by the successful bidder upon award of the contract against the Limited tender to the empaneled bidders of a particular Railhead. Exemption from additional security deposit shall be granted for variation limits up to +20%. |
| 38 | **Estimation of rake point wise indicative quantum** | It may be noted that the quantities mentioned in the EoI/ Empanelment Tender may increase or decrease to any extent depending upon the state-wise movement plan of the Department of Fertilizers and district-wise requirement of the State Agriculture Department. The actual quantity shall be indicated in the Limited Tender for that particular Rail head where the price bid shall be invited. |

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**Annexure-A to GTC**

**Checklist of documents to be submitted**:

| Sr. No. | Item | Yes / No |
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| 1 | Techno Commercial Proposal Bid Form (Enclosed as **F/C&M/HQ/001** to Forms and Procedures i.e., Section IV). | |
| 2 | **Power of Attorney** as per requirement mentioned in NIT. | |
| 3 | Agency Profile Form (Enclosed as **F/C&M/HQ/001A** to Forms and Procedures i.e., Section IV). | |
| 4 | Signed, Stamped and Scanned copy of Certificates like **Registration Certificate, GST No., PAN No., UDYAM etc.** | |
| 5 | Signed, Stamped and Scanned copy of Format for Electronics Payment (Enclosed as **F/C&M/HQ/002** to Forms and Procedures i.e., Section IV) and a **copy of cancelled cheque**. | |
| 6 | Documents as required in accordance with Qualifying Requirements / Pre-Qualification Criteria (PQC) i.e., **Clause 6 of NIT.** | |
| 7 | Signed, Stamped and Scanned copy of Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India and declaration on Local Content (Preference to Make in India). (Enclosed as **F/C&M/HQ/003** to Forms and Procedures i.e., Section IV). | |
| 8 | Signed, Stamped and Scanned copy of List of Rail-heads of CHHATTISGARH State indicating the Railheads for which bidder is interested for enlistment. (Enclosed as **Annexure-B** to GTC, General Terms & Conditions i.e., Section II). | |
| 9 | **Affidavit deposing compliance of Clause 5** (Enclosed as **F/C&M/HQ/007** to Forms and Procedures i.e., Section IV) of Notice Inviting Tender | |
| 10 | ~~Signed, Stamped and Scanned copy of Integrity Pact as per format enclosed at **F/C&M/HQ/008** of Section IV (Forms & Procedures) of the Bidding document.~~ | |
| 11 | Any other document asked for in the Bidding Documents. | |

**Note**: Failure to Upload Authentic and Correct Documents as mentioned at Sr. No. 1 to 9 (except Sr. No. 5) above would lead to Rejection of Techno- Commercial Bid. Only those bidders who are qualified shall be Empaneled.

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**Annexure-B to GTC**

## List of Railheads of Chhattisgarh State

**Ref.- Bid No.: HURL/HQ/26CS034** **Dated: 13.11.2026**

Bidders are required to submit the following list on the company's letter head indicating the Railheads for which they are interested to get empanelled for H&T Tender of HURL.

| HANDLING, TRANSPORTATION & WAREHOUSING SERVICES RAKE POINTS-CHHATTISGARH | | | | | | |
|---|---|---|---|---|---|---|
| **SL No** | **State** | **District** | **Plant Code** | **Rail Head** | **Railway Code** | **Interest at Rail Head (YES/No)** |
| 1 | Chhattisgarh | Janjgir-Champa | 1156 | Akaltara-Rkpt | AKT | |
| 2 | Chhattisgarh | Balod | 1151 | Balod-Rkpt | BXA | |
| 3 | Chhattisgarh | Janjgir-Champa | 1157 | Baradwar-Rkpt | BUA | |
| 4 | Chhattisgarh | Mahasamund | 3011 | Belsonda | BLSN | |
| 5 | Chhattisgarh | Baloda Bazar | 1163 | Bhatapara-Rkpt | BYT | |
| 6 | Chhattisgarh | Bilaspur | 1147 | Bilaspur-Rkpt | BSP | |
| 7 | Chhattisgarh | Surguja | 1169 | Bishrampur-Rkpt | BSPR | |
| 8 | Chhattisgarh | Bastar | 1155 | Jagdalpur-Rkpt | JDB | |
| 9 | Chhattisgarh | Raigarh | 1161 | Kharsia-Rkpt | KHS | |
| 10 | Chhattisgarh | Raipur | 1165 | Mandir Hasaud-Rkpt | MNDH | |
| 11 | Chhattisgarh | Raipur | 1166 | Raipur-Rkpt | RSD | |
| 12 | Chhattisgarh | Rajnandgaon | 3199 | Rajnandgaon Public Siding | RDPS | |
| 13 | Chhattisgarh | Raipur | 2890 | Silari-Rkpt | SLH | |
| 14 | Chhattisgarh | Raipur | 1167 | Tilda-Rkpt | TLD | |
| 15 | Chhattisgarh | Raipur | 1833 | W.R.S.Goods Shed-Rkpt | WGCR | |

Thanking you,

Yours faithfully,

Date:

(Signature)

Place:

(Authorized signatory Name):

(Designation):

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Company Seal

# HINDUSTAN URVARAK & RASAYAN LIMITED

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

## SECTION – III

## *SCOPE OF WORK AND OTHER TERMS & CONDITIONS*

## *(TECHNICAL SPECIFICATIONS)*

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# 1. Scope of work

## Introduction:

Urea/other fertilizers is dispatched from production plant/port up to demand centres i.e., sale/storage points in different geographies directly by rake. For this service of handling & transport contractors are required for Urea/other fertilizers evacuation from rail-head/warehouse and delivery of Urea/other fertilizers at the specified demand centers (Retailers/Dealers/Warehouses) in target states.

## Section A: Services required by the contractor:

The following broad services shall be required to be generally executed by the contractor under the contract:

The Contract involves Handling and Transportation of fertilizers from rail-head / warehouses to various destinations in different slabs given elsewhere in this document. The job includes clearing, handling of fertilizers, bagged in normally 50 Kg./45 Kg. bags and in rare cases bagged in smaller quantities. The fertilizers will be dispatched from our manufacturing plants or ports to rail-head in rakes. Each full rake will contain approximately 2400-4000 MTs. quantity or more/less as per the plant loading conditions and policy of Railways. On certain occasions half rakes containing about 1200-2000 MTs or more/less as per the plant loading conditions and policy of Railways, may also be placed. This quantity will have to be handled at the rail-head and transported to various destinations as per the dispatch instructions provided by HURL's authorized marketing representative.

### A.1. H & T Support

i. **Handling at railheads:** Unloading from railway wagons and stacking on the platform/wharf and de-stacking and loading into trucks arranged by the bidder themselves.

ii. **Transportation from railheads/warehouses to wholesalers/resellers & local godown /warehouses** as may be required by HURL from time to time. The contractor shall have to deploy sufficient number of trucks per day as required during the period of handling, within the stipulated time, failing which the consequences thereof will rest entirely with the bidder. No detention charges for trucks, either at rake points or any godowns shall be payable by the Company under any circumstances whatsoever.

iii. **Handling at Godowns:** Unloading the material received by trucks and stacking inside godowns. De-stacking and loading into trucks at the godown for dispatch.

iv. **Re-bagging or Standardization:** The contractor shall also arrange to takeout the cut & torn/defaced bags from the stacks and standardize the same with or without replacement of "A" class bags by weighment on beam scale / platform scale; stitch with stitching machine and then stack them in godown or load them in to the trucks as may be required from time to time by HURL.

v. **Sale of 'C' Class bags-** 'C' Class bags are generated after standardization of cut & torn/defaced bags replaced by 'A' class bags. Recovery of "C" class bags (cut & torn bags) shall be made from H&T and warehousing agent at the rate fixed by HURL from time to time**.**

vi. **Shifting of Bags and stacking:** The contractor shall as and when required remove bags from any stack in the godown and restack in the same godown or another godown up to the required

height. Restacking in another godown means the nearby godown in the same premises where bags can be carried by the head load / hand trolley as per the instruction of HURL.

vii. **Unloading of Bags at Warehouse in Institutional Supply-** Unloading the material received by trucks and stacking inside Institutional godowns.

### A.2. Warehousing Support

i. Storage of urea/other products in nearby (to railheads) Godown/warehouses with covered storage, including watch, ward & electricity connection (no minimum space commitment). The contractor shall be required to hire/rent suitably located warehouses/godowns as per the location of railheads.

### A.3. Minimum handling requirement

i. **Handing & Transportation**: No minimum quantity of fertilizers to be handled is guaranteed by HURL.

ii. **Warehousing:** No minimum commitment of required godown space against each identified railhead is guaranteed by HURL. In such case, the maximum godown space used during a month, shall be used for determining applicable godown rent for the period.

## Section B: Terms & Conditions

### B.1. Terms & Conditions – Handling at railhead & godowns

i. The contractor shall be required to keep close liaison with railway authorities and HURL representative to check up arrival of rakes at railway station, verify condition of fertilizers prior to taking delivery and report to HURL about the status of entire clearance

ii. In case transit shortage of missing wagon (s) is noticed by the contractor, he shall have to report the matter to the concerned railway authority and obtain the necessary certificate from them for preferring/lodging claims with the railway on this account.

iii. Before the commencement of unloading of material from the wagons, the contractors or their authorized representative shall check the intactness of the seals of wagons and shall report the matter to the railways if the seals are found tampered with or broken.

iv. It will be the responsibility of the contractor to produce proof of shortage of bags in sealed intact wagons. Joint inspection report signed by the representative of the Company, contractor and goods clerk or any responsible railways official, where applicable will be the basis for fixing responsibility on the contractor.

v. In the event of inclement weather, the contractor shall make adequate arrangement for tarpaulins to avoid damage of material

vi. After receipt of goods at railhead, insurance for transit of goods and warehouse stocks shall be the responsibility of the contractor. The insurance shall cover losses related to theft, marine (water damage), fire, etc. Additionally, the insurance shall be for the complete value of the goods including subsidy.

vii. Contractor shall be responsible for generation of all the documents required for handling and transportation of material such as GR, Tax-invoices, delivery challan, E-waybills, Bill of supply (as the case may be), RO challan etc.

viii. The contractor shall be required to be conversant with all commercial rules/ regulations of railways and other authorities and take timely action to protect the interests of the company. The contractor shall take all precautionary measures towards safety of fertilizers at railway shed or during transportation by arranging sufficient number of tarpaulins etc. to prevent damage of stocks.

ix. The contractor shall ensure unloading of wagons and delivery of fertilizers within the free time allowed. The contractor shall be fully responsible for any delay and consequent demurrage/wharfage arising at railway station due to delay in handling & clearing.

x. The contractor shall ensure that no hooks are used by his workmen during unloading / loading and stacking process, otherwise, all shortages and cost of damaged bags / cost of re-bagging etc., occurring due to cut & torn bags will be booked to contractor.

xi. The contractor shall make necessary arrangement for safe custody and security of the material till its clearance from railway premises. Any pilferage / theft of the material will be to the contractor's account & same may be recovered from contractor.

xii. The contractor has to deploy such number of persons as he may think fit for due discharge of the contract and the persons so deployed by him shall be engaged by the contractor for all purposes whatsoever, and shall not be deemed to be in the employment of HURL merely if any instruction is issued to him by District In-charge / Area Manager / State Manager for due discharge of the contract.

xiii. The contractor shall not deposit the material on any site, which may cause inconvenience to the public. HURL representative may direct the contractor to remove any material, which are considered by him to be of danger or inconvenient to the public or cause these to be removed at contractor's cost.

xiv. The contractor shall ensure that he utilizes suitable handling equipment and engage sufficient labour and supervisory staff and be fully responsible for the safe handling of the fertilizers in the entire clearing, and handling operations at railway goods shed and at godowns.

xv. The contractor shall arrange his own wooden ramp for carrying out loading/ unloading operations at both railheads and warehouses and shall ensure that HURL stocks are not used as ramp for the same.

xvi. The contractor shall be solely responsible for safe custody of HURL's material at the platform till the material is supplied to the consignee. In case of any loss / damages or shortage is found, the recovery from the contractor shall be affected accordingly. In addition to the above the Company shall reserve the right to institute any criminal or civil proceedings in appropriate cases.

xvii. The contractor will have to submit the acknowledgement of consignee within 30 days from the date of dispatch of material in order to assure that material is delivered to correct consignee for the satisfaction of the Company.

xviii. In case, the contractor, while entering or leaving and/ or in the process of taking delivery of the goods from the rail-head/ warehouse premises, causes (s) any damage to property/ persons of company/ H & T contractor, such losses, shall be borne by the contractor.'

xix. Contractor shall be responsible for arranging the WHR (Warehouse Receipt) and Digitaly verified YR (Yellow Receipt) in case of Markfed and Govt Institution Supply.

xx. Contractor shall ensure the delivery of material to Institutional Supply and unloading of material in their godown as per requirement and contractor should equipped to handle this operation.

## B.2. Terms & conditions – Transportation

i. The Contractor shall make all arrangements to transport the fertilisers from specified Railway Station / Warehouse to Company's warehouse/dealer/retailer by the quickest means of transport, preferably by truck(s).

ii. While transporting the fertilisers, the Contractor shall protect the fertilisers from damage or loss by rains, pilferage or by any other such cause or reason. The Contractor shall use tarpaulins to protect fertilisers in all respects while transporting the same to the Company's warehouse/dealers/retailers.

iii. It is specifically made clear that at any stage, while transporting the material, no hooks shall be applied by the Contractor or the persons engaged by Contractor and the Contractor shall be fully responsible for any loss or damage to the material in case hooks or any other similar thing is used.

iv. While transporting the material through trucks/other means of transport, such trucks/other means of transport shall be manned by a driver with valid driving license and by a cleaner, who also should hold valid license. Such vehicles shall keep valid registration and Commercial vehicle permits along with valid pollution certificates, insurance policies and any other documents as may be required under the applicable law.

v. In case the truck / any other mode of transport carrying the material is seized / detained by any Government Authorities for any violation of law or otherwise, the Contractor shall be responsible for releasing truck / any other mode of transport and shall be liable for any loss, damages or consequences suffered by the Company on account of such seizure/ detention.

vi. In case Contractor fails to supply the required trucks/vehicles when demanded by the Company, the Company may, at its discretion, transport its material on trucks/lorry/lorries owned by any other person at the Contractor's risk and the cost and expenses incurred by the Company in this regard will be recovered from the Contractor. Such recovery of payments can be recovered by the Company from the amount which might be payable by the Company to the Contractor for any earlier operations carried out by the Contractor or from Security Deposit lying with the Company or in any other manner as the Company may deem fit.

vii. The Contractor shall perform, carryout, do, execute and perform such other work and operations as may be incidental and/or ancillary to or necessary for the performance of the works under this contract.

viii. The Contractor shall execute, carry out and perform all his/its obligations efficiently and promptly and under the direction of the Company's State office or through the authorised supervisor of such State office/head office

## B.3. Terms and Conditions – Stacking of stocks at godowns

i. The party will have to provide storage space for HURL material as per the requirement.

ii. The godown shall be used for storage of all products manufactured by the Company as well as sourced/ imported fertilizers and other products marketed by the Company.

iii. The godown shall have proper arrangement for ventilation, safety & water precaution.

iv. Proper dunnage shall be placed and stacking shall not be of more than 24 bags height. Stocks shall be stacked in lots of maximum 200 – 500 MT each with stack card and shall compulsorily provide minimum 2.5 - 3 ft space between walls and stacks for free movement of labor/company officials. Under no circumstances, stocks shall be stacked to the wall.

v. Working hours shall be flexible to ensure prompt and timely delivery of stored products of the Company.

vi. The contractor shall be responsible for safe custody of material as well as empty bags stored in the godown. In case of any loss or damage or shortage of the material, recovery shall be made at the rate fixed and revised from time to time for different production units by Government of India, Ministry of Chemicals and Fertilizers, Department Of Fertilizers in case of urea, Company invoice price in case of pool urea and MRP plus subsidy in case of Decontrolled fertilizers after adjustment of receipts, if any from underwriter. In addition of the above rights, the company shall reserve the rights to institute any criminal or civil proceedings as found appropriate.

vii. The contractor shall maintain stock register, pages numbered properly for godown giving full particulars of receipt and delivery of stock as per company norms

viii. No hooks should be used in any un-loading, stacking, de-stacking and loading operations.

ix. The contractor shall not sublet or transfer the contract to any other party without the prior written consent of the Company.

x. The contractor will abide by all instructions issued by the Company from time to time.

xi. The contractor shall strictly be in compliance with all the rules and regulations enacted by Government of India, State Government, Municipal or other local bodies.

xii. The contractor shall be required to maintain godown premises in fit condition for storage of material and provide adequate dunnage of thick polythene (HDPE) cover sheet or tarpaulin on the floor to prevent absorption of moisture for entire stock. The contractor shall also cover all stacks with old HDPE sheets/tarpaulins to avoid dust formation or bird dropping etc.

xiii. The contractor shall ensure that the delivery of stocks is made on first in first out basis (FIFO). The stocks shall be arranged in such a way to facilitate this.

xiv. The contractor shall be totally responsible for the accounting of material at godowns. Necessary registers/records shall be kept in handy for this purpose

xv. The contractor shall ensure that declared cut & torn/damaged bags are stacked separately and are standardized within a week's time of receipt of approval to do so from HURL authorized representative for such material.

xvi. Under any circumstances, material shall not be moved out of godown without any valid document issued by authorized representative of HURL

xvii. The contractor shall be responsible for any pilferage occurred during the period material is stored in the godown and the onus rests on him towards compensation to the company in case of any such loss.

xviii. The contractor shall be responsible for any damage in their godown, and the contractor shall be liable to pay the full value of the product so damaged, as determined by the company

## B.4. Other Terms & Conditions

### *B.4.1. Rates Payable - Escalation/De-escalation of rates (Diesel Price adjustment).*

i. The contractor shall be paid as per the rates quoted by bidder for different services as per their financial bid. The company shall not be liable to pay other remuneration, costs, expenditure on the establishment, Warai charge/Dala, or any other incidentals whatsoever except the rates mentioned in the financial bid.

ii. The rates quoted by the contractor shall be firm for contract period. and shall not be liable for enhancement by reasons of increase in price of lubricating oil, tyres, spare parts or increase in wages or operational cost or any taxes or any other reasons whatsoever.

iii. Any increase or decrease in the price of diesel rates shall be adjusted on the basis of one litre equal to 4 Km / 10 MTs., which means for every 40 paise increase/decrease per liter in diesel price, one paisa per KM / MT will be allowed in case of increase and will be reduced in case of reduction. The increase or decrease shall be governed on a quarterly basis i.e., the increase or decrease during one quarter shall be accounted for in the succeeding quarter. The rates shall remain firm for the intermittent period. The effect of increase / decrease in diesel price shall be considered base rates of diesel at state capital as applicable on the closing date of tender. (The formula is based on the truck load of 10 Mts., which has been taken for the Administrative convenience and has nothing to do with Motor Vehicle Act (MVA). The contractor has to follow MVA and loading in each truck has to be as per the laden capacity approved and registered.

iv. However, in case of rates of transportation, the rates shall be firm and shall not be changed during the contract period under any circumstances except in case of change in basic price of High-Speed diesel (HSD) beyond 10% of base price. The HSD rate as on the last day of the immediately preceding quarter shall be compared with the base price. The base price shall be the price of HSD as prevalent on the date seven days prior to the date of Technical Bid opening initially or determined as per subclause (v) of this clause for subsequent quarters. For this purpose, the HSD price at the capital city of the concerned State shall be considered.

v. HSD rate shall be reviewed on a quarterly basis (i.e. in terms of Jan-Mar, Apr-Jun, Jul-Sep & Oct-Dec) for the purpose of revision of the contract rates of transportation. In such case, the Contractor shall submit a request letter for revision of the contract rates of transportation to HURL within 10 days of the start of the quarter, failing which the Company will not be liable to revise the HSD rates in case of the upward revision. However, in case of a downward revision in HSD price, the Company shall have the right to revise the contract rates for transportation accordingly during payments. Transportation rates shall be revised as per the methodology mentioned below. The revision in rates shall be at sole discretion of HURL.

The revision in contract rates for transportation shall be applicable from slab 3 onwards (Refer Schedule of rates as per Price bid Proforma Schedule-I). There shall be no revision in contract rates of transportation for slab 1 and 2 i.e; 16-25 kms. Any increase or decrease in the price of diesel rates shall be adjusted on the basis of one litre equal to 4 Km / 10 MTs, which means for every 40 paise increase/decrease in diesel price, one paisa per KM/MT will be allowed in case of increase and will be reduced in case of reduction. The below formula may be referred for this purpose. (The formula is based on a truck load of 10 MTs, which has been taken for the administrative convenience and has nothing to do with Motor vehicle Act

(MVA)). The contractor has to follow the MVA and loading in each truck has to be as per the laden capacity approved and registered). The below formula shall be applicable uniformly for truck operators unions/transport cooperatives & all other bidders during the contract period or extended period of contract. Hence, the revised rate (in INR/MT/KM), shall be derived on the basis of following formula:

$$\text{Existing Rate (in INR/MT/KM)} \pm \frac{\text{Increase / Decrease in diesel price Rs per litre}}{40}$$

The HSD rate used for revision in transportation contract rates in the immediately preceding quarter, shall then be the base price for further review/revision of transportation contract rates for subsequent quarters.

### *B.4.2. Compensation for non-commencement or delay in completion of work*

Time shall be regarded as the essence of contract and failure on the part of the contractor to start the work on stipulated date or to supply sufficient number of trucks as required by HURL and shall entitle the Company to do the following: -

i. Stop requesting any trucks from the contractor for such period as deemed necessary by the Company.
ii. Get the work done through any other party at the risk and the cost of the contractor. Or Recovery of Rs. 20/- per tonne per day as liquidated damages from the pending indents till they are executed.
iii. The contractor shall have no claim for any interest with respect to any delay in payment of his interim or final bills or refund of security deposit or in respect of amounts which may be in HURL's hands owing to dispute between the HURL and the contractor.

### *B.4.3. Inspection*

The contractor shall at all time make available for inspection the Company or its representative the trucks carrying the material and records pertaining to the same.

The Company and its representative shall at all time reserve the right to enter into or stop any lorry carrying fertilizer to check the quantity & quality if in their opinion so required. The contractor shall provide all assistance to carry out such job as desired by the Company or its representative.

### *B.4.4. Inconveniences to the public*

The contractor shall not deposit the material on any place (During the transit and destination), which may cause inconvenience to the public. HURL'S Representative may direct the contractor to remove any material, which are considered by him to be of danger or inconvenience to the public, to be removed at contractor's cost.

### *B.4.5. Damage and Delay in delivery after dispatching the Material*

The successful tenderer shall ensure that the material handed over to him is delivered in full at the destination without any damage either to the material or to the packing and within the shortest possible time but not later than three day from the date of lifting from railhead/warehouse. In case of damage to the material or packing, the contractor will have to make good the loss to Company. In case of delay in delivery of material, at destination, the contractor shall have to pay Penalty Charges to Company at the

rate of Rs. 300/- per truck per day or part thereof for each truck load from the expiry of three days from the date of lifting from railhead/warehouse.

#### *B.4.6. Compensation for any transport loss/shortage:*

In case of shortage of material (urea) en-route, the contractor shall have to pay to the Company as compensation, an amount equivalent to the value of material short delivered at destination calculated at the prevailing rate as fixed and revised from time to time for HURL, by Government of India, Ministry of Chemicals and Fertilizers, Department Of Fertilizers, which is quite higher than the consumer price in case of Urea.

#### *B.4.7. Dispatch schedule*

The contractor shall decide in consultation with the HURL representative number of trucks to be employed to carry out the job under the contract. No-claim shall be made by the transport contractor against-HURL due to non-utilization of the whole or any portion of the number of trucks ordered by the HURL or for delay in delivering the material thereof due to any disturbance such as strike, lockout, go slow whatsoever beyond the control of HURL.

### B.5. Contractor to comply with all the laws

The contractor shall be responsible to secure compliance with all Central and State laws as well as the rules, regulations, bye-laws and orders of the local authorities and statuary bodies as may be in force from time to time. Quantity to be carried per truck will be in accordance with regulation of Motor Vehicle Act as applicable from time to time.

### B.6. Diversion

In case, the contractor is directed in writing by an Officer of HURL and / or the authorized warehouse in-charge to carry the material further to any other destination after reaching the original destination as per the Delivery challan, the contractor, would carry out such instructions. The payment of such diverted delivery of material will be the same as if it is direct delivery to the final destination.

### B.7. Period of Contract

The validity of the contract shall be 1 year from the date of award of the contract. However, the contract may be extended for further 12 Months or part thereof, on the same rates, terms, and conditions, with the mutual consent of contractor and HURL. However, HURL shall be entitled to terminate the contract earlier than One year without any notice if in the opinion of the HURL, the performance of the contractor is not satisfactory, contractor engages in any unlawful act, or due to any other reasons, at the sole discretion of HURL.

### B.8. Commencement of Work

The contractor shall commence the work within fifteen (15) days from effective date of contract and shall proceed with the same with due expedition and without delay. In case the contractor fails to commence/refuse the work, the Company shall reserve the right to terminate the contract and the Security Deposit so deposited by the contractor will be forfeited.

## B.9. Terms of Payment

The invoices of the contractor shall be settled within a period of thirty days from the date of submission to the Finance Department thereof if they are in accordance with the terms of the contract.

i. Invoices with all proper documents shall be submitted to HURL designated official on monthly basis, however rake handling & rake transportation invoices can be submitted after completion of rake operations. The payment shall be released within 30 days after certification of invoices and verification of required supporting documents by HURL.
ii. The Company may demand any details, clarifications etc. before passing of the invoices and release of payment. Distances verified by the representative of HURL, from rail-head to various Demand Centres (Dealers/Retailers/Warehouses,etc.) would be the basis for settling transport invoices.
iii. Wherever the distances verified by HURL's committee are not available, distance certificates issued by National Highways/State Highways Authorities, State Road Transport Corporation, Automobile Association of India or the shortest motorable distance as derived from Google Map shall be considered as the basis for the release of payment. For all such cases representative of HURL, the Transportation department shall authenticate the distances.

**Measurements of Distances of Destinations**:

For measurement of the distance between destinations of direct delivery, the following points will be considered.

a) The shortest motorable distance will be derived from "Google Map".
b) In case of any interior place which is not shown by the Google Map, within a radius of 20 to 30 Kms from any prominent place shown by the Google Map, will be determined by the Meter reading of vehicle from such place.
**c) However, HURL's decision will be final, in this regard.**

**Documents to be submitted for claiming payment:**

The contractor will have to submit the following documents along with invoices for claiming their payment from HURL:

**a)** Acknowledgement of GR/LR by the consignee in original.
**b)** GST Invoice of the HURL consignment.
**c)** Other required documents as per format provided by HURL from time to time.

**Payment shall be made for Actual Distance (KMs) for finalized rates falling under the relevant Slabs. (For example: for 145 KM, the rate payable will be as per the rate mentioned under the Slab 101-150) subject to provisions as given under:**

**PAYMENT TO BE MADE ON ACTUAL MOVEMENT BASIS CONSIDERING:**

The transportation rate is to be calculated for total distance on the basis of slab in which the destination falls i.e., on direct slab basis.

If the transportation charges which is quoted PMT for any distance in a particular slab, are lower than the transportation charges PMT claimed for any destination then for those destinations the charges PMT payable would be restricted to the lowest distance of the succeeding slab. (Applicable from slab 3 onwards). Slab 1 & 2 are on Flat / Fixed Rate basis.

**[EXAMPLE]**

- Let the transportation rates for the slab 101 - 150 Km = Rs. 1.80 / MT / Km Transportation charges per MT for 145 Km = 145X1.80 = Rs. 261/-.
- Let transportation rates for the slab 151- 200 Km = Rs. 1.40 / MT / Km. Transportation charges per MT for 151km = 151X1.40 =Rs.211.40/-.

{In the above case the transportation charges PMT for 151 Km are lower than the charges for 145 Km. The transportation charges for the destinations of 145 Km. shall be paid @ Rs. 211.40 PMT being the charges applicable for 151 Km.}

Quantity to be carried per truck will be in accordance with regulation of Motor vehicle Act as applicable from time to time.

The above is example for Tenderers information to indicate the method of arriving at the applicable rate for the related slab based on rate quoted by the bidder. The payment will be made for the actual H&T work done.

**Note**-

1. It is mandatory to quote rates for all the activity and in all slabs.

2. The godown reservation quantity is only indicative. The company does not guarantee and is not bound to avail services of the godowns fully or partially.

3. HURL reserves the right to avail any or all of the services/items specified under this Scope of Work based on market requirements and operational efficiency. The quantity, extent, or frequency of such services shall be at HURL's sole discretion. The bidder shall have no claim, compensation, or entitlement arising from HURL's decision to reduce, increase, defer, or not utilize any particular service/item under the contract.

## B.10. Tentative Volume of Work

| S.No. | Railhead | Tentative Quantity to be handled per annum (MT) |
|---|---|---|
| 1 | **Any Rake Point CG state** | 20000 |
| **Total Tentative Volume** | | **20000** |

i. The quantity/slab-wise quantity are indicative only and are given for the purpose of evaluation.

ii. Rate contract shall be awarded to the L1 Bidder on the quoted/finalized rates without mentioning the quantity with a capping of the amount arrived with the estimated quantity.

iii. The quantity against individual items in the rate contract can vary to any extent within the limiting value of the contract.
iv. The limiting value of the rate contract shall be the total value arrived at considering the quantities indicated in the BOQ for the purpose of evaluation.
v. L1 position shall be derived with the estimated quantity and the quoted rates.
vi. Any activity of the BOQ can be executed up to the limiting value and the quantity may vary up to any extent.
vii. HURL reserves the right to get any of the activity of the BOQ executed from the bidder as per the requirement and the same shall be binding on the bidder.
viii. The limiting value may vary within the variation limit of +20% at the sole discretion of the HURL.

**Note:** No guarantee shall be given as to any definite volume of work, which will be entrusted to the contractor at any time or during the period of contract. Total quantity /slab wise quantity are estimates only which may increase or decrease depending on market situation. No guarantee shall be given for adherence to above mentioned tentative /estimated movement plan.

## B.11. Change in Rake Point by Railways:

Contractors shall undertake transportation and handling work at the same rates, terms and conditions of the contract at the nearest rake point to the existing rake point in cases when existing rake point is closed/under long term maintenance or shifted to the nearest rake point by railways due to any reasons/s.

## B.12 Period of Empanelment

The empanelment is proposed at various rake points of the state of Chhattisgarh. The empanelment shall be valid for a period of three (03) years, which may be further extended for an additional period of up to two (02) years at the discretion of HURL.

# HINDUSTAN URVARAK & RASAYAN LIMITED

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

## SECTION – IV

## *FORMS AND PROCEDURES*

## (F&P)

## INDEX

| Doc No. | Description |
|---|---|
| F/C&M/HQ/001 | Techno-Commercial Proposal Bid Form |
| F/C&M/HQ/001A | Agency Profile Form |
| F/C&M/HQ/002 | Format for Electronics Payment |
| F/C&M/HQ/003 | Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India |
| ~~F/C&M/HQ/004~~ | ~~Proof of Payment of EMD~~ |
| F/C&M/HQ/005 | Format For Power of Attorney (POA) |
| F/C&M/HQ/006 | Format For Work Execution Certificate |
| F/C&M/HQ/007 | Affidavit Deposing Compliance of Clause 5 of Notice Inviting Tender |
| ~~F/C&M/HQ/008~~ | ~~Format for Integrity Pact~~ |
| F/C&M/HQ/009 | Proforma of Certificate from CEO/CFO of the Company |
| F/C&M/HQ/010 | Proforma of Certificate from CA |

# HINDUSTAN URVARAK & RASAYAN LIMITED

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

**Form No. F/C&M/HQ/001**

**TECHNO-COMMERCIAL PROPOSAL BID FORM**

(To be Submitted on the Letter Head of Bidder)

**Ref.- Bid No.: HURL/HQ/26CS034** **Dated:13.11.2026**

Bidder's Name & Address:

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

**To,**
Chief Manager (C&M) / Manager (C&M)
Hindustan Urvarak & Rasayan Limited,
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)
Core-3 & 4, 9th Floor, SCOPE Minar, Laxmi Nagar,
District Centre, New Delhi, PIN - 110092

Dear Sir,

**1.** Having examined the Bidding/ Empanelment 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.** 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 Document we enclose herewith the following Attachments to the Bid Form (Techno-commercial) Bid:

**Table 1: Attachments to the Bid form**

| Sr. No. | Documents |
|---|---|
| 1 | **Power of Attorney** as per requirement mentioned in NIT. |
| 2 | Agency Profile Form (Enclosed as **F/C&M/HQ/001A** to Forms and Procedures i.e., Section IV). |
| 3 | A copy of Certificates like **Registration certificate, GST No, PAN No, UDYAM etc.** |
| 4 | Signed, Stamped and Scanned copy of Format for Electronics Payment (Enclosed as **F/C&M/HQ/002** to Forms and Procedures) and a copy of cancelled cheque. |
| 5 | **Documents as required in accordance with Qualifying Requirements / Pre- Qualification Criteria (PQC)** i.e., Clause 6 of NIT. |

| | |
|---|---|
| 6 | Signed, Stamped and Scanned copy of "Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India and declaration on Local Content (Preference to Make in India)" i.e. (Enclosed as **F/C&M/HQ/003** to Forms and Procedures). |
| 7 | Proforma of Certificate from the CEO/CFO of the Company in Accordance with Financial Requirement Criteria as per form F/C&M/HQ/009. |
| 8 | Proforma of Certificate from the CA in Accordance with Financial Requirement Criteria as Per form F/C&M/HQ/010. |
| 9 | Signed, Stamped and Scanned copy of Affidavit Deposing Compliance of Clause 5 of Notice Inviting Tender (NIT). (Enclosed as **F/C&M/HQ/007** to Forms and Procedures i.e., Section IV) |
| 10 | Signed, Stamped and Scanned copy of List of Rail-heads of CHHATTISGARH State indicating the Railheads for which bidder is interested for enlistment. (Enclosed as **Annexure-B** to General Terms & Conditions i.e., Section II). |
| 11 | Any Other Document asked for in the Bidding Document. |

## 3. COMPLIANCE TO THE PROVISIONS OF THE BIDDING DOCUMENTS

### 3.1 No Deviation compliance:

I/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. 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) 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.

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

### 3.2 Acceptance of Tender Terms & Conditions:

I/We have read all the provisions of the Bidding Documents including Annexures, Schedules, Corrigendum, Addendum etc., which form a part of contract agreement and confirm that notwithstanding anything stated elsewhere in our bid to the contrary, the provisions of the Bidding Documents including Annexures, Schedules, Corrigendum, Addendum etc, are acceptable to us. Therefore, I/We shall abide hereby by the terms/ conditions/ clauses contained therein in its totality/entirety.

We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including full rights to terminate and contract and take any action as per provisions of contract including the forfeiture of the full said EMD (Earnest Money Deposit) absolutely.

### 3.3 Acceptance of Fraud Prevention Policy of HURL:

I/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.

**3.4** We further declare that we have read and understood all Sections (I to VI) of the tender document, endorse all the sections and submitting the bids.

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

**5.0** I/We agree to abide by this bid for 90 days (Bid Validity period) 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/ Purchase Order is placed on 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** I/We understand that you are not bound to accept our bid or any other bid you may receive.

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

**10.0** I/We hereby declare that we have completed form F/C&M/HQ/001 – Techno-commercial proposal bid form and provided clear details of the purchase order number and all the other information for verification and evaluation of the prequalification criteria. We acknowledge that failure to provide the mentioned details may lead to the rejection of our bid, and we understand that no claims will be entertained in such a case.

Thanking you,

Yours faithfully,

(Signature)

Date:

Place:

(Authorized signatory Name):

(Designation):

Company Seal

**Form No. F/C&M/HQ/001A**

## Agency Profile Form

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

**Ref.- Bid No.: HURL/HQ/26CS034** **Dated: 13.11.2026**

| SL No | Particulars | Information | Documents Attached |
|---|---|---|---|
| 1 | Name of Agency | | |
| 2 | Legal Status of the Agency | | |
| 3 | Registration Details of Agency | | |
| 4 | Incorporation or Commencement of Business/ Other Statutory Registrations etc.) | | |
| 5 | Date of Incorporation/ Registration | | |
| 6 | PAN Number | | |
| 7 | UDYAM Number | | |
| 8 | GST Number | | |
| 9 | GeM (Government e-Marketplace) Registration, | | |
| 10 | Registered/ Corporate office Address of Applicant | | |
| 11 | Names and Designations of the persons authorized for single point interaction with HURL | | |
| 12 | Mobile Numbers of Contact persons | | |
| 13 | E-mail of Contact persons | | |

Thanking you,

Yours faithfully,

(Signature)

Date:

Place:

Name & Designation.....

Name of the Company.....

(Seal of Company) .....

**Form No. F/C&M/HQ/002**

**Format for Electronics Payment**

**Ref.- Bid No.: HURL/HQ/26CS034** **Dated: 13.11.2026**

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 | |

**Note: Attach Cancelled cheque as supporting to the above.**

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

Authorized signatory of the bidder:

Name:

Designation:

Date:

.

**Form No. F/C&M/HQ/003**

**Model Certificate for Tenders for Works involving possibility of sub-contracting & Local Content**

(TO BE SUBMITTED BY AUTHORISED SIGNATORY OF THE BIDDING COMPANY ON BIDDERS LETTER HEAD IN ORIGINAL)

**Ref.- Bid No.: HURL/HQ/26CS034** **Dated: 13.11.2026**

**To,**
Chief Manager (C&M)/ Manager (C&M)
Hindustan Urvarak & Rasayan Limited,
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)
Core-4, 9th Floor, SCOPE Minar
Laxmi Nagar, District Centre
New Delhi, PIN – 110092
Land Line: 011-2250 2267/ 2268

**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.

Further, we have read the provisions of "Preference to Make in India and Eligibility for granting of Purchase Preference to Class-I local suppliers". In terms of the requirement of the aforesaid provisions, we hereby declare that we confirm that we are a **'Class-I local Supplier'/~~'Class-II local Supplier'/ 'Non-local Supplier'~~** ***(Strike-out not applicable class)***.

Also, we hereby confirm that we are presently not debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to make in India), Order 2017' (PPP-MII order) dated 15.06.2017 and its subsequent revisions/amendment issued by Department of Industrial Policy and Promotion (DIPP).

Thanking you,

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.

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**Form No. F/C&M/HQ/004**

**PROOF OF PAYMENT OF EMD**

(To be submitted by the Bidder along with the Techno-Commercial Bid on COMPANY LETTER HEAD)

**Ref. Bid No.: HURL/HQ/26CS034 Dated: 13.11.2026**

To,
M/s. Hindustan Urvarak & Rasayan Limited
9th Floor, Core-4, SCOPE Minar
Laxmi Nagar District Centre,
Delhi-110092

**Sub: PROOF OF PAYMENT OF EMD**

Dear Sir / Madam,
I Mr./Ms. ..... , Authorised signatory, hereby confirm and certify that the EMD has been submitted as per below details:

| **SL No** | **Particulars** | **Details** | **Remarks** |
|---|---|---|---|
| 1 | EMD Amount | Rs. | |
| 2 | EMD submitted in which form | RTGS / NEFT / Demand Draft / e-Bank Guarantee | Please strike out whichever is not applicable |
| 3 | Name of Bidders Bank | | |
| 4 | Account number of Bidder | | |
| 5 | Date of EMD Submitted | | |
| 6 | Transaction ID for RTGS / NEFT | | |
| 7 | UTR ID for RTGS / NEFT | | |
| 8 | Demand Draft Number and date (if applicable) | | |
| 9 | e-Bank Guarantee Number and Date (if applicable) | | |

Note: Signed stamped copy of Transaction receipt to be annexed with this document.

Yours faithfully,

Signature

Name & Designation ----------

Name of the Company ----------

(Seal of the Company)

.

**Form No. F/C&M/HQ/005**

**FORMAT FOR POWER OF ATTORNEY (POA)**

(To be submitted on company's letterhead by the Authorized Executives / CEO/ MD/ Member of Board/ on non-judicial stamp paper of Rs. 100/-)

**Ref.- Bid No.: HURL/HQ/26CS034** **Dated: 13.11.2026**

To,
M/s. Hindustan Urvarak & Rasayan Limited
9th Floor, Core-4, SCOPE Minar
Laxmi Nagar District Centre,
Delhi-110092

I / We..... (Name/s of the competent authority of the company to issue POA) do hereby appoint and authorize Mr. / M/s ……. (Name & designation of authorized person) who is presently employed with our company M/s……. (Name of the company & address) and whose signature is given below, is authorized on behalf of the company to do all or any of the act or things, to sign & upload the application documents against Tender for……(Name of the Work) and to sign and execute other documents / agreements / participating in meeting including Negotiations if any / responding to queries / submission of information / documents and shall be binding on the company for all the rights and obligations in relation to and in pursuant to the Tender issued by M/s. Hindustan Urvarak & Rasayan Limited.

Further, he / she is fully authorized to do all, each and every act requisite for the said purpose concerning the company and the company hereby agrees to confirm that all and every act or thing or any documents / agreements executed by our said attorney shall be binding on the company.

**(Signature and name of authorized signatory being given Power of Attorney)**

Signature: Place:

Name: Date:

Designation:

**(Signature and name of the competent authority of the company to issue POA)**

Signature of Executants/s: Place:

Name: Date:

Designation: Seal of firm / Company

**Witness-1**
Name: .....

Address: .....

**Witness-2**
Name: .....

Address: .....

.

**Form No. F/C&M/HQ/006**

**FORMAT FOR WORK EXECUTION CERTIFICATE**

(To be issued by Chartered Accountants /Statutory Auditors / Client **(on letter head of Chartered Accountants /Statutory Auditors / Client)** and submitted along with the copies of **Purchase Order / Work Order / LOA**)

We, (Name of Chartered Accountants / Statutory Auditors / Client), confirm and certify that the …… (Name of the bidder) has executed works as per details given below:

| Sr No | Name of Client (Name and Address) | LOA / Work Order/ Purchase Order no. and date | Award Value of LOA / Work Order / Purchase Order (Rs.) | Nature of Work / Service | Value of work executed (INR) | Period of execution | Financial Year wise Breakup of executed work (Excl. GST) | |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | FY | Amount (INR)- (Excl. GST) |
| 1 | | | | | Rs. ____ | From ……(date) To ……..(date) | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| 2 | | | | | Rs. ____ | From ……..(date) To …….(date) | | |
| | | | | | | | | |
| | | | | | | | | |

Yours faithfully,

Signature

Name & Designation……

Name of the CA/Statutory Auditors/Client……..

Seal of the CA/Statutory Auditors/Client……

**UDIN:**

**Note: In case of execution certificate is being issued by CA, UDIN number and membership number of the CA firm must be mentioned.**

.

**Form No. F/C&M/HQ/007**

**Affidavit deposing compliance of Clause 5 of Notice Inviting Tender**

1. I, _____, son of Shri _____ aged about ___ years residing at _____, do solemnly affirm and say as follows:
   I am the _____ of the Applicant / Participant / Bidding Company / Partnership / Proprietorship having its registered office at _____. I am fully conversant with the Tender Terms and Conditions and am competent to depose the present Affidavit.

2. I hereby undertake that I have read and understood the contents and intent of Clause 5 of NIT and further state that I am in compliance of the same. I have no business relationship with any other bidder for the subject Tender.

3. I further undertake that in case any deposition in the present Affidavit is found to be false on any given day, the Tendering Authority (HURL) shall be at liberty to act in terms of the Tender Terms & Conditions by cancelling the bid forthwith and taking any further suitable action, and in that regard, I shall have no claim or dispute against HURL.

4. That this Affidavit is bona fide and nothing material has been concealed therefrom.

Solemnly affirmed at _____ on ___ , 202__

**DEPONENT**

**VERIFICATION**

Verified at_____ (Place) on this _____ day of _____ , 202__ that the contents of the above affidavit are true and correct to my knowledge and information therein is derived from the records of the Applicant Companies and no material fact has been concealed.

**DEPONENT**

.

**Form No. F/C&M/HQ/008**

(To be executed on plain paper and submitted along with technical bid/tender documents for tenders)

## INTEGRITY PACT

**between**

**Hindustan Urvarak and Rasayan Limited (HURL)** hereinafter referred to as **"The Principal,"**

**And**

_____ hereinafter referred to as **"The Bidder/ Contractor."**

### Preamble

The Principal intends to award contract/s for _____ (Name of Contract) under laid down organizational procedures. The Principal values full compliance with all relevant laws of the land, rules, regulations, economical use of resources, and fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

To achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the above mentioned principles.

### Section 1 - Commitments of the Principal

1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
   a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
   b. The Principal shall treat all Bidder(s) with equity and reason during the tender process. The Principal shall, in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in the tender process or the contract execution.
   c. The Principal shall exclude from the process all known persons having conflict of interest.

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

### Section 2 - Commitments of the Bidder(s)/ Contractor(s)

1) The Bidder(s)/ Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits themselves to observe the following principles during participation in the tender process and the contract execution:
   a. The Bidder(s)/ Contractor(s) shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever

during the tender process or the execution of the contract.

b. The Bidder(s)/ Contractor(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in violation of the Competition Act, 2002 (as amended from time to time). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the tender process.

c. The Bidder(s)/ Contractor(s) shall not commit any offence under the relevant IPC/PC Act; further, the Bidder(s)/ Contractor(s) shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the Indian agent/representative must be in Indian Rupees only.

e. The Bidder(s)/ Contractor(s) shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.

f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision.

2) The Bidder(s)/ Contractor(s) shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

**Section 3 - Disqualification from the tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take deemed fit action to debar the Bidder(s)/Contractor(s) from participating in the future procurement processes in line with Government Guidelines.

**Section 4 - Compensation for Damages**

1) If the Principal has disqualified the Bidder(s) from the tender process before the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

**Section 5 - Previous transgression**

1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

2) If the Bidder makes an incorrect statement on this subject, the Principal is entitled to demand and recover from the contractor in line with section-4 above.

**Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors**

In the case of Sub-contracting, the Principal Contractor shall take responsibility for adopting the Integrity Pact by the Sub-contractor.

a. The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.

b. The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)**

If the Principal obtains knowledge of the conduct of a Bidder, Contractor, or Subcontractor or of an employee or a representative or an allied firm of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer of HURL.

**Section 8 - Independent External Monitor**

1) HURL has appointed Independent External Monitor(s) for this Pact after approval by the Central Vigilance Commission. Presently, the following IEMs has been appointed by HURL:

**(i) Shri Javeed Ahmad,**
M-1101, Shalimar Gallant Apartment,
Vigyanpuri Mahanagar,Lucknow-226006.
E-mail: javeed60@yahoo.com

(Bidders may kindly refer to HURL Website: https://hurl.net.in> Tender> Integrity Pact; for updated list of IEMs.)

2) The task of the Monitor is to review, independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

3) In case of complaint/ representations on compliance of the provisions of the Integrity Pact by any person/agency, the complaint/representation can be lodged by the aggrieved party with the IEM(s) for his examination. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the Tendering process, the matter should be examined by the full panel of IEMs who would look into the records, conduct an examination and submit their joint recommendations to the Management.

4) The Monitor is not subject to instructions by the parties' representatives and performs their functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for them to treat the information and documents of the Bidders/Contractors as confidential. They report to the Managing Director (MD) of HURL.

5) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, all Project documentation of the Principal, including that provided by the Contractor. Upon their request and demonstration of a valid interest, the Contractor shall also grant the Monitor unrestricted and unconditional access to their project documentation. The same applies to Sub-

contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality.

6) HURL shall provide the Monitor with sufficient information about all meetings among the parties related to the Project, provided such meetings could impact the contractual relations between the Principal and the Contractor. The parties offer the Monitor the option to participate in such meetings.

7) As soon as the Monitor notices, or believes to notice, a violation of this agreement, they shall inform the Management of the Principal and request the Management to discontinue or take corrective action or other relevant action. The Monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.

8) The Monitor shall submit a written report to the Managing Director (MD) of HURL, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

9) If the Monitor has reported to the Management of the Managing Director (MD) of HURL, a substantiated suspicion of an offence under the relevant IPC/ PC Act, and the Management of the Principal has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

10) Expenses of IEM shall be borne by HURL as per terms of appointment of IEMs.

11) The word 'Monitor' would include both singular and plural.

**Section 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the contract has been awarded. Any violation of the same would entail disqualifying the bidders and exclusion from future business dealings.
If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged / determined by the Managing Director (MD) of HURL.

**Section 10 - Other provisions**

1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the place from where the Tender/ Contract is issued.

2) Changes, supplements, and termination notices must be submitted in writing. Side agreements have not been made.

3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement according

to their original intentions.

5) In the event of any dispute between the Principal and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organization may adopt any mediation rules for this purpose. The fees / expenses on dispute resolution shall be equally shared by both the parties. If the dispute remains unsolved even after mediation by the panel of IEMs, the Principal may take further action as per the terms & conditions of the contract.

6) COMPLIANCE WITH LABOUR LAWS/CODES/SCHEMES:-

"The bidder (s)/Contractor (s) shall, wherever applicable, comply with all the statutory requirements relating to the contracts such as relevant Labour Laws/Codes/Schemes including but not limited to the EPF & Misc. Provisions Act- 1952, the ESI Act-1948, the payment of Bonus Act-1965, the Contract Labour (Regulation & Abolition) Act, 1970, the Minimum Wages Act-1948, etc. as amended from time to time and for the time being in force."

**(For & On behalf of the Principal)** **(For and on behalf of Bidder/ Contractor)**

**(Office Seal)** **(Office Seal)**

**Place:_____**

**Date:_____**

**Witness 1:_____** **Witness 1: _____**

**(Name & Address)** **(Name & Address)**

.

**Form No. F/C&M/HQ/009**

**PROFORMA OF CERTIFICATE FROM THE CEO/CFO OF THE COMPANY IN ACCORDANCE WITH FINANCIAL REQUIREMENT CRITERIA IN CASES WHERE AUDITED RESULTS FOR THE LAST FINANCIAL YEAR AS ON THE DATE OF TECHNO-COMMERCIAL BID OPENING ARE NOT AVAILABLE.**

(To be submitted by the Bidder along with the Techno-Commercial Bid with QR DOCUMENTS ON COMPANY LETTER HEAD)

**Ref.- Bid No.: HURL/HQ/26CS034** **Dated: 13.11.2026**

To,
M/s. Hindustan Urvarak & Rasayan Limited
9th Floor, Core-4, SCOPE Minar
Laxmi Nagar District Centre,
Delhi-110092

Dear Sir / Madam

Sub: Certificate regarding non-availability of financial statement for last financial year

I Mr./Ms. …… *(*CEO/*CFO of the Company)*, confirm and undertake that the financial results of the company for the last financial year are under audit as on the date of Techno-Commercial bid opening and the certificate from the practicing Chartered Accountant certifying the financial parameters is not available.

Accordingly, the company is not able to submit the certificate from a practicing Chartered Accountant certifying its financial parameters for the last financial year and the audited results of the three consecutive financial years preceding the last financial year have been considered for meeting the financial parameters in the bid submitted by M/s…… *(Name of the Bidder)* for the "……." *(Name of the Work)* under NIT Reference No. ……., Dated: …….

**Yours faithfully,**

**(Signature)**

Date: Name & Designation.....

Place: Name of the Company.....

(Seal of Company) .....

.

**Form No. F/C&M/HQ/010**

**PROFORMA OF CERTIFICATE FROM THE CA IN ACCORDANCE WITH FINANCIAL REQUIREMENT CRITERIA IN CASES WHERE AUDITED RESULTS FOR THE LAST FINANCIAL YEAR AS ON THE DATE OF TECHNO-COMMERCIAL BID OPENING ARE NOT AVAILABLE**.

(To be issued by CA (on letter head of CA) and submitted along with the Techno-Commercial Bid with QR Documents)

To,
M/s. Hindustan Urvarak & Rasayan Limited
9th Floor, Core-4, SCOPE Minar
Laxmi Nagar District Centre,
Delhi-110092

Dear Sir / Madam

Sub: Certificate regarding non-availability of financial statement for last financial year.

We …….. *(name of CA Firm)*, confirm and certify that the financial results of the …….. *(name of the bidder)* for the last financial year are under audit as on the date of Techno-Commercial bid opening and the financial parameters for the last financial year is not available.

**Yours faithfully,**

**(Signature)**

Date:

Place: Name & Designation ----------

Name of the CA ----------

**UDIN:** (Seal of the CA)

**FRN:**

.