

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



**NOTICE INVITING TENDER**  
**(NIT)**

**NAME OF PACKAGE:** Procurement of Oxygen Scavenger at HURL  
Gorakhpur

**NIT NO: H/G/C&M/24-25/P-1032/TE-32**

**Dated: 08.05.2025**

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

**2.0 Brief Details**

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

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

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

- 4.0** MSE bidders are exempted from submission of EMD as per provisions in the Tender Documents.  
MSE bidders seeking benefits of MSE as specified in the Tender Documents, must submit Attested/Self attested copy of Registration certificates (as mentioned in clause 4.0 of ITB) failing which no benefit of MSE shall be extended.

- 5.0** A complete set of Bidding Documents may be downloaded by any interested from the e-procurement portal.  
Bidder who has downloaded the tender from the e-procurement portal, shall not tamper/modify the tender document/form in any manner. In case the same is found to be tampered/modified in any manner, bid will be completely rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with HURL for a period of two years.  
Intending Bidders are advised to visit e-procurement portal regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.  
Not more than one tender shall be submitted by one bidder/ bidder(s) having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e., when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

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

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

S.N.	Conditions	Documents required (To be submitted along with Technical Bid)
1.	Bidder should be either manufacturer / supplier / dealer of Oxygen Scavenger and should have experience in supplying oxygen scavenger for the treatment of HP Steam & MP Steam boilers as mentioned in Section IV Scope of Work	<p><b><u>Document to be Submitted.</u></b></p> <p>Copy of Work Order/ PO/ rate contract/ agreement with following details:</p> <ul style="list-style-type: none"><li>i) Work order/ PO/ rate contract/ agreement with number, date and value</li><li>ii) Name of the client,</li><li>iii) Period of contract</li><li>iv) Scope of work mentioning Similar work.</li></ul> <p>Execution certificate issued client highlighting below:</p> <ul style="list-style-type: none"><li>a) Reference work order/ PO/ rate contract/ agreement with number, date and value.</li><li>b) Name of the client,</li><li>c) Period of Contract</li><li>d) Executed value under the work order / PO/ Rate contract/ agreement.</li></ul>

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

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

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

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

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

## 11.0 Address for Communication

<p>Sh Durgesh Kumar Singh Manager (Contracts &amp; Material) Hindustan Urvarak &amp; Rasayan Limited (A Joint Venture of CIL, NTPC, IOCL, FCIL &amp; HFCL) Admin Building, HURL Campus, PO-HURL Fertilizer Plant Gorakhpur-273007</p> <p><b>Email ID: <u><a href="mailto:durgeshkrsingh@hurl.net.in">durgeshkrsingh@hurl.net.in</a></u></b> <b>Phone: 0551-2989437</b></p>	<p>Ms Bhaswati Hazarika Sr. Officer (Contracts &amp; Material) Hindustan Urvarak &amp; Rasayan Limited (A Joint Venture of CIL, NTPC, IOCL, FCIL &amp; HFCL) Admin Building, HURL Campus, PO-HURL Fertilizer Plant Gorakhpur-273007</p> <p><b>Email ID: <u><a href="mailto:haswati@hurl.net.in">haswati@hurl.net.in</a></u></b> <b>Phone: 0551-2263025</b></p>
--	--

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



**SECTION – I**

***INSTRUCTIONS TO BIDDERS***  
***(ITB)***

## 1) Introduction

Hindustan Urvarak & Rasayan Limited (HURL) is a joint venture company of Coal India Limited (CIL), NTPC Limited (NTPC) and Indian Oil Corporation Limited (IOCL) as the lead promoters with Fertilizer Corporation of India Limited (FCIL) and Hindustan Fertilizer Corporation Limited (HFCL) as other two partners.

HURL referred to herein as ‘the Employer’, intends to engage an agency for supply of Goods & related Services or Services as per specifications, Scope of Work as detailed in the Bidding documents.

## 2) General Information

The prospective Bidders are invited to submit “Technical Bid” and “Price Bid” for the tender. Applicability of Reverse Auction may be seen on the e-procurement portal/ NIT.

## 3) Content of Bidding Documents

The items and/or services required, bidding procedures, order/contract terms and technical requirements are prescribed in the Bidding Documents.

The bidding documents include the following sections:

	Notice Inviting Tender (NIT)
Section-I	Instruction to bidder (ITB)
Section-II	General Purchase Conditions (GPC)
Section-III	Special Purchase Conditions (SPC)
Section-IV	Technical Specifications, Scope of Work & Field Quality Assurance Plan
Section-V	Forms Related to Bid
Section-VI	Bill of Quantity

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

## 4) Benefits to MSEs

Micro and Small Enterprises (MSEs) shall be exempted from paying Earnest Money Deposit.

Further, in case of tenders where splitting of quantity is possible, participating MSEs quoting price within price band of L1 + 15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply minimum 25 percent of total tendered quantity. In case of more than one such MSE, the supply will

be shared proportionately (to tendered quantity).

**The benefit as above to MSEs shall be available only for Goods/Services produced & provided by MSEs.**

MSEs seeking exemption and benefits should enclose/upload in e-procurement portal an attested/self-certified copy of following registration certificate as a part of his bid, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

The benefit of MSE will be in accordance to the guidelines issued by **Ministry of Micro, Small & Medium Enterprises**.

## **5) Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## **6) Clarification on Bidding Documents**

A prospective Bidder requiring any clarification of the Bidding Document shall put the query under Clarification tab of the on-line bid at least three days prior to the clarification end date. EMPLOYER will respond to any request for clarification or modification of the bidding documents that it receives within the time line specified.

EMPLOYER will post the Clarifications under Clarification tab at e-procurement portal website. Bidders can view these clarifications.

Bidders are advised to regularly check under Clarification tab regarding posting of clarification, if any.

Bidders must check the Clarifications issued before submission of Bid. Should the Employer deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so and upload the amendments in the tender on the e-procurement portal.

## **7) Corrigendum/ Amendment to Bidding Documents**

At any time prior to the deadline for submission of bids, EMPLOYER may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.

The corrigendum's/amendment's will be posted in the tender on the e-procurement portal for viewing by the Bidder. The amendments will be binding on Bidders and it will be assumed that the information contained therein will have been considered by the Bidder in its bid. Bidders are advised to regularly check the tender regarding posting of Amendments, if any.

To give prospective Bidders reasonable time to take the corrigendum/amendment into account in preparing their bid, EMPLOYER may, at its discretion, extend the deadline for the submission of bids.

## **8) Language of Bid**

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English. In such case for purposes of interpretation of the Bid such translation shall govern.

## **9) Bid Proposal**

Bid shall be complete in all respects and shall be submitted with requisite information and

Attachments. It shall be free from any ambiguity.

For preparation of Bids, Bidders are expected to go through the complete bidding documents carefully. Material deficiencies in providing the information requested may result in rejection of the Bid.

## **10) Documents Comprising the Bid**

The Bid shall comprise of following components:

### **i) Technical Bid:**

The following documents are to be furnished by the Bidder as part of the Technical Bid:

- a) Techno Commercial Proposal Bid Form
- b) Power of Attorney as per requirement mentioned in NIT.
- c) Proof for payment of Earnest Money Deposit (EMD)/ MSE Certificate for exemption.
- d) Certificates like Registration certificate, GST No, PAN No. etc.
- e) Format for Electronic Payment
- f) Tender Acceptance Letter & Letter of authorization to submit bid.
- g) Documents as required in accordance with Eligibility Criteria
- h) No deviation Certificate.
- i) Certificate from CEO or Managing Director or Legally Authorized Signatory, in the format as enclosed with the Bidding Document certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof. However, if at any point of time the declarations given in bid are found to be incorrect, HURL shall have the full right to terminate the contract and take any action as per provisions of contract including forfeiture of EMD/Security Deposit.
- j) Acceptance of Fraud Prevention Policy of HURL,
- k) Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India”.
- l) Documents in compliance to Scope of Work and Technical Specifications
- m) Any other document asked for in the Bidding Documents.

### **ii) Price Bid:**

The Price bid is to be submitted in the BOQ provided on the e-procurement portal. Bidder should not tamper / modify the price bid template. In case if the same is found to be tampered / modified in any manner, bid will be rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with HURL for a period of 3 years.

## **11) Bid Prices**

Bidders shall quote such that the bid price covers all the Supplier's obligations mentioned in or to be reasonably inferred from the bidding documents including all requirements in accordance with the requirements of the Technical Specifications & Scope of Work. Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents.

Bidders shall give a breakdown of the prices in the manner and detail called for in the Bill of Quantity (BOQ).

## **12) Price Basis**

Bidders are required to quote price on the price basis as per Scope of Work / stipulated in the SPC.



### 13) Bid Currencies

All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the Special Purchase Conditions (SPC), on FIRM price basis and to remain valid during the Contract period.

### 14) Earnest Money Deposit (EMD) / Bid Security / Guarantee

The Bidder shall furnish, as part of his bid, an Earnest Money Deposit in the amount as stipulated in NIT, in a separate envelope (in case paid in modes other than on-line payment) super scribed on the top as under:

***“ORIGINAL EARNEST MONEY DEPOSIT FOR NIT NO.....  
.....DATED..... FOR ..... (NAME OF PACKAGE) ..... DUE ON .....  
(DATE OF BID OPENING) FROM ..... (NAME OF THE BIDDER)”***

The Earnest Money Deposit (EMD) shall, at Bidders option, be submitted in the following forms:

Electronically by RTGS / NEFT in the account of HURL details as given in subsequent paragraphs.

or

In the form of Demand Draft in favour of Hindustan Urvarak & Rasayan Limited, Payable at New Delhi.

or

In the form of an irrevocable bank guarantee.

The format of Bid Guarantee (BG) towards EMD shall be in accordance with the form of EMD included in the bidding documents (Annexure - 9 of Section V (Forms Related to Bid). The BG towards EMD shall remain valid for a period of forty-five (45) days beyond the original Bid validity period or beyond any extension in the period of Bid validity subsequently requested from any Scheduled / Commercial Bank recognised by Reserve Bank of India. The Bank Guarantee Verification Checklist duly filled in as per format given in the Bidding Documents is also to be submitted. Bidder shall ensure that all the points of check list are replied in "Yes".

Wherever Bids under Joint Venture route are permitted as per Qualifying Requirement in the Bidding Documents, the Earnest Money Deposit of the Joint Venture must be on behalf of all the partners of the Joint Venture.

Any bid not accompanied by an acceptable Earnest Money Deposit in accordance with the aforesaid provisions shall be rejected by the Employer as being non-responsive and shall be rejected without being opened.

The Earnest Money Deposit shall be forfeited in any of the following circumstances without any notice or proof of damage to the Employer:

- a. If the Bidder withdraws or varies its bid during the period of Bid validity.
- b. If the Bidder does not accept the Arithmetical correction of its Bid Price.
- c. If the Bidder refuses to withdraw, without any cost to the Employer, any deviation, variation, additional condition or any other mention anywhere in the bid, contrary to the provisions of bidding documents.

In the case of a successful Bidder, if the Bidder fails, within the time limit,

- a. To sign the Contract Agreement.
- b. To furnish the required Security Deposit.

If the bidder / his representatives commit any fraud while competing for this contract pursuant to Fraud Prevention Policy of HURL.

If the Bidder withdraws/ amends, impairs and derogates from the tender.

No interest will be payable by the Employer on the said amount covered under Earnest Money Deposit.

EMD shall be refunded to all the unsuccessful Bidder within thirty days of acceptance of work order by the successful Bidders and no interest shall be payable thereon. EMD of the bidders whose price are not considered to be opened, shall be released/refunded at the earliest but not later than thirty days beyond the award of the subject work.

EMD shall be refunded to successful bidder within (30) thirty days of acceptance of LOA and on submission of PBG by the successful Bidders and no interest shall be payable thereon.

RTGS / NEFT details of HURL as under:

Earnest Money Deposit is to be deposited **electronically by ECS/ RTGS/NEFT/BANKERS CHEQUE** in the account of “**Hindustan Urvarak and Rasayan Limited, payable at Delhi**” at the below mentioned details. Bidders are required to submit the details of EMD payment at the time of Bid Preparation.

**BANK Details for EMD Payment through ECS/NEFT/RTGS:**

**Bank Name/Branch – State Bank of India/Overseas Branch Delhi**

**IFS CODE: SBIN0004803, Account No: 36245010741.**

**Bidders are required to upload Signed, Stamped and Scanned copy of the Certificate as part of Technical Bid, failing to which their bids are liable for rejection.**

Price Bids shall be opened only of those bidder(s) whose EMD shall be found as per the requirement of the bidding documents.

**Exemption from submission of EMD:**

Micro and Small Enterprises (MSEs) bidders are exempted from submission of EMD as per provisions at clause 4.0 above.

## **15) Confirmation of BGs through Structured Financial Messaging System (SFMS) / SWIFT**

While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided in the clause 14 of ITB.

**Bidders are advised to ensure that the message is sent by their Bankers and the Bidders must submit the reference details as part of the bid with the EMD.**

**Name of Beneficiary of Bank Guarantee:**

Name of the Bank: State Bank of India

**Account Name-Hindustan Urvarak & Rasayan Limited**

**Account Number - 36245010741**

**IFSC Code - SBIN0004803**

In case of submission of EMD in the form of Bank Guarantee, bidders are requested to provide the Details like Bank Name, Branch address, IFSC code and Branch E-mail Id of BG issuing Branch on EMD submission covering letter.

## **16) Ineligibility for Future Tenders**

Notwithstanding the provisions regarding forfeiture of Earnest Money Deposit specified above, if a bidder after having been issued the Purchase Order/Contract, either does not accept the Purchase Order/Contract or does not submit an acceptable Performance Security and which results in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of the particular package.

If a bidder after opening of tenders where EMD is 'NIL/Not applicable' or exempted for bidders as per policy guidelines, withdraws its offer within the validity period of the offer, then such bidder shall be treated as ineligible for participation in the future tenders issued from HURL for a period of one (01) year from the date of withdrawal of the bid.

If a bidder after having been issued the Notification of Award/Purchase Order of a package where EMD is 'NIL/Not applicable' or exempted for bidder as per policy guidelines, either does not accept the Notification of Award/Purchase Order or does not submit an acceptable Performance Security pursuant to ITB Clause titled 'Performance Security', and which result in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of this particular package.

## **17) Period of Validity of Bids (Techno-Commercial Bid and Price Bid)**

Bids shall remain valid for a period of 90 days from the closing date prescribed by EMPLOYER for the receipt of bids, unless otherwise specified in Special Purchase Conditions (SPC). A bid valid for a shorter period shall be rejected by EMPLOYER as being non-responsive.

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

## **18) Nil Deviation**

**No deviation, whatsoever, is permitted by EMPLOYER to any provision of Bidding Documents.** The Bidders are advised that while making their Bids and quoting prices, all conditions are appropriately taken into consideration. Bidders shall certify their compliance to the complete Bidding Documents as per Certificate at Annexure 4 of Section V (Forms Related to Bid).

In case the Products and/or Services offered do not meet the Technical requirements, the bid shall be rejected as Technically non-responsive.

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.

Bidders may also note that any deviation/variation in any form in the Price Bid shall result in forfeiture of EMD.

## **19) Format and Signing of Bid**

The bid including all documents uploaded in the on-line bid shall be digitally certified by a duly authorised representative of the Bidder to bind him to the contract using Class II or Class-III digital

signature (in the name of designated individual with Organisation name). The Digital Signature shall be as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI) namely Controller of Certifying Authorities (CCA) of India.

An authorisation letter/power of attorney indicating that the person signing the bid has the authority to sign the bid is to be submitted in Physical form and copy uploaded as part of the Techno-commercial Bid.

## **20) Submission of Bids**

Bid shall be submitted through e-tender mode in the manner specified elsewhere in bidding document. No Manual/ Hard Copy of the Bid shall be acceptable except those asked for in Physical form.

### **a. Physical Bid**

#### **i. EMD**

The Bidder shall furnish, as part of his bid, an Earnest Money Deposit in the amount as stipulated in NIT, in a separate envelope (in case paid in modes other than on-line payment) super scribed on the top as under:

***“ORIGINAL EARNEST MONEY DEPOSIT FOR NIT NO.  
.....DATED..... FOR ..... (NAME OF PACKAGE) ..... DUE  
ON ..... (DATE OF BID OPENING) FROM ..... (NAME OF  
THE BIDDER).”***

### **b. On-Line**

Bid along with all the documents should be submitted in the electronic form only through e-Tendering system.

Any revision or amendment in bid shall be possible only up to the due date and time of submission of tender.

## **1. Techno-Commercial Bid**

### **i. Cover Type – Fee**

MSEs seeking exemption and benefits should enclose / upload in e-procurement portal an attested/self-certified copy of registration certificate as a part of his bid, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

### **ii. Cover Type – Technical**

The bidders shall upload documents in compliance to the Bidding Documents.

The following documents are to be furnished by the Bidder as part of the Technical Bid:

- a)** Techno Commercial Proposal Bid Form (Enclosed as Annexure-1 to Forms Related to Bid i.e., Section V).
- b)** Power of Attorney as per requirement mentioned in NIT.
- c)** Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD)/ MSE Certificate.
- d)** Signed, Stamped and Scanned copy of Certificates like Registration certificate, GST No, PAN No. etc.

- e) Signed, Stamped and Scanned copy of Format for Electronics Payment (Enclosed as Annexure-2 to Forms Related to Bid i.e., Section V).
- f) Signed, Stamped and Scanned copy of Tender Acceptance Letter & Letter of authorization to submit bid (Enclosed as Annexure-3 to Forms Related to Bid i.e., Section V).
- g) Documents as required in accordance with Eligibility Criteria i.e., Clause 6 of NIT.
- h) Signed, Stamped and Scanned copy of No deviation Certificate (Enclosed as Annexure-4 to Forms Related to Bid i.e., Section V).
- i) Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director or Legally Authorized Signatory, in the format as enclosed as Annexure-5 to Forms Related to Bid i.e., Section V to Bidding Document shall be furnished certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof. However, if at any point of time the declarations given in bid are found to be incorrect, HURL shall have the full right to terminate the contract and take any action as per provisions of contract including forfeiture of EMD/Security Deposit.
- j) Acceptance to Fraud Prevention Policy of HURL, for which the bidder has to submit Signed, Stamped and Scanned copy of Form of Acceptance of Fraud Prevention Policy of HURL. (Enclosed as Annexure-6 to Forms Related to Bid i.e., Section V).
- k) Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India. (Enclosed as Annexure - 7 to Forms Related to Bid i.e., Section V).
- l) Documents in compliance to Scope of Work and Technical Specifications.
- m) Any other document asked for in the Bidding Documents.

**Note: -**

Bidders are requested to upload the clearly visible documents only otherwise if not clearly visible then offer shall be liable for rejection without any further communication. **The Techno-Commercial Bid should not contain any price content entry. In case, the Techno-Commercial Bid is found to contain any price content, such bid shall be liable for rejection.**

Checklist of documents to be submitted is enclosed as Annexure-1 to ITB.

## **2. Price Bid (Cover Type – Finance)**

The Price bid is to be submitted in the BOQ provided on the e-procurement portal.

**Bidders shall necessarily submit the prices on-line in the Bill of Quantity (BOQ) only.**

**\*\*\* Documents to be uploaded in the format stipulated in the tender (online) \*\*\***

**Note:**

In case of Single Stage Two envelope bidding, Price Bid of those bidders whose bids are found to be qualified and technically & commercially responsive shall be opened at a later date under intimation to such bidders.

## **21) Deadline for Submission of Bid**

Bids must be submitted online no later than the time and date stated in the Tender Enquiry/NIT/ on line Tender details.

The Off-line bid specified in the tender must be submitted to the Employer at the address given in the Special Purchase Conditions (SPC) before the last date & Time for submission of Bid as specified in the NIT / Tender. Employer shall not be liable for loss/non-receipt/late receipt of above documents in postal transit.

The on-line Bid must be submitted on the system well before the expiry of time and the schedule specified in the tender notifications, and may note that there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on the server.

The processing time for data exchange depends on the internet speed of the bidder, therefore bidder should avoid the last-minute hosting of their bid. The bids visible to the Employer will be final for the purpose of acceptance.

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

## **22) Modification and Withdrawal of Bid**

The Bidder may modify or withdraw its bid after submission prior to the deadline prescribed for bid submission. In case of withdrawal a letter giving the reason for withdrawal is to be uploaded. Once a bid is withdrawn, the bid cannot be re-submitted.

No bid may be withdrawn / modified in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal/Modification of a bid during this interval may result in the Bidder's forfeiture of its Earnest Money Deposit, pursuant to ITB Clause 14 above.

## **23) Opening of Bid**

### **a. Techno-Commercial Bid Opening**

The Employer will first open the Techno-Commercial Bid on the date and at the place specified in the tender enquiry/NIT. In the event of the specified date for the opening of bids being declared a holiday for EMPLOYER, the bids will be opened at the appointed time on the next working day. All important information and other such details as EMPLOYER, at its discretion, may consider appropriate, will be announced at the opening.

Technical Bid shall be opened for evaluation.

In case of Single Stage Two Envelope bidding, the Price Bid will remain unopened and the date and time for opening of price bids shall be intimated separately on the e-procurement portal by EMPLOYER after completion of evaluation of Techno-Commercial Bids.

### **b. Price Bid Opening**

In case of Single Stage Single Envelope bidding, the Price Bid will be opened on the date and time for opening of bids specified after opening of Techno-commercial bids as specified above.

In case of Single Stage Two Envelope bidding, after the evaluation process of Techno-Commercial bid is completed, the date and time for opening of price bids shall be intimated separately by Employer. Bidders, whose Techno-Commercial Bid is not substantially responsive, their Technical Bid shall be rejected and their Price bid will also be rejected & shall not be opened and their Earnest Money Deposit shall be returned.

Price bids of those Bidders, who have been considered qualified and whose Techno-commercial Bid is found to be responsive, will be opened online on e-procurement portal.

## **24) Clarification on Bid**

During bid evaluation, EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to the Purchase Orders/Contracts executed declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid including substitution of Purchase Orders/Contracts executed in the bid by new/additional Purchase Orders/Contracts executed for conforming to Qualifying Requirement shall be sought, offered or permitted.

For this purpose, only 1 chance, shall be given. If the techno-commercial acceptability of bidder is established upon verification of documents including clarifications submitted, the case shall be considered for further processing. If the bidder happens to be defaulter upon verification of the documents or has not uploaded the required document within the mentioned time frame his bid would be analysed based on the uploaded documents and if found not in order as per requirement, would be outrightly rejected.

## **25) Preliminary Examination of Techno-Commercial Bids**

EMPLOYER will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

Prior to the detailed evaluation, the Employer will determine whether the bid is of acceptable quality, is generally complete and is substantially responsive to the bidding document. For purpose of this determination, a substantially responsive bid is one that conforms to all the terms, condition and specifications of the bidding documents without material deviations, objections, conditionality or reservations.

A material deviation, objection, conditionality or reservation is

- (i) That effects in any substantial way the scope quality or performance of the contract.
- (ii) That limits in any substantial way inconsistent with the bidding document the Employers right or the successful bidder's obligation under the contract or
- (iii) Whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.

Material deficiencies in the bid may render the bid non-responsive and may lead to the rejection of the bid.

EMPLOYER's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by EMPLOYER, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

## **26) Evaluation of Techno-Commercial Bids**

EMPLOYER will carry out a detailed evaluation of the Techno-Commercial bids (of the qualified bidders shortlisted as above) previously determined to be substantially responsive in order to determine whether the technical and commercial aspects are in accordance with the requirements set forth in the bidding documents. In order to reach such a determination, EMPLOYER will examine and compare the technical and commercial aspects of the bids on the basis of the information supplied by the bidders. Bidder may note that no deviation, whatsoever, is permitted by EMPLOYER to any provisions of Bidding Documents.

In case the Bidder refuses to withdraw additional conditions/deviations/variations/exception, implicit or explicit, found anywhere in the bid in respect of techno-commercial requirements of the bidding documents, without any financial implication whatsoever to the Employer, the bid shall be rejected as

technically non-responsive. Product(s) and/or service(s) not meeting the specified technical requirements & scope work, shall be rejected.

## **27) Preliminary Examination of Price Bid**

The Employer will examine the Price bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.

In case any additional conditions/deviations/variations/exception, implicit or explicit, is found anywhere in the Price bid, the Earnest Money Deposit shall be forfeited.

## **28) Financial Disqualification**

An abnormally low bid will be rejected and will not be considered as L1.

An Abnormally Low Bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price.

In such situation the bidder shall have to provide written clarification including detailed price analysis of the Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bid document.

If, after evaluating the price analyses, the employer determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the employer may reject the Bid/ Proposal and the bidder will not be considered in the evaluation of the financial ranking.

## **29) Discrepancies in Bid**

In case of discrepancies in the bid, the following will be adopted to correct the discrepancies for Arithmetical for the purpose of evaluation.

- a) In case of discrepancy between unit price in figures and words, the unit price in words will be considered as correct.
- b) In case of discrepancy between unit price and total price, the unit price will be considered as correct.
- c) In case of discrepancy between unit price and total price, which is obtained by multiplying the unit price and quantity, or between sub-totals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly.

## **30) Evaluation Criteria**

The evaluation criteria specified in Special Purchase Conditions (SPC) shall over-ride all other similar related clauses appearing elsewhere in the bidding documents.

The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this Bidding Document.

## **31) Evaluation of Bids**

- a) The Employer shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- b) To evaluate a Bid, HURL shall only use all the criteria and methodologies defined in this document.
- c) To evaluate a Bid, HURL shall consider the following:
  - The bid price as quoted as per Bill of Quantity (BOQ).
  - Price adjustment for correction of discrepancy.



- Price adjustment due to discounts offered.
- Price adjustment due to Price Preference, pursuant to ITB clause 4.0, if applicable.
- Price adjustment due to Price Preference due to any other condition specified in Special Purchase Conditions (SPC).

Price adjustment due to application of the evaluation criteria.

### **32) Tiebreaker**

In case of a tie at the lowest bid (L-1) position between 02 or more start-up/non-start-up bidders, the following sequence of preference shall be adopted while processing the Letter of Acceptance (LOA)/Order.

- (a) In case, one of the bidders is MSE owned by SC/ST Entrepreneur, then the order shall be placed on such bidder.
- (b) In case, one of the bidders is MSE owned by women Entrepreneur, then the order shall be placed on such bidder.
- (c) In case, one of the bidders is MSE then the order shall be placed on such bidder.
- (d) Otherwise, the order shall be placed on the bidder having higher turnover in the last audited financial year.

In case there is a tie at lowest bid (L1) position between only startup bidders and none of them has past turnover, the order/LOA will be placed on the startup who has registered earlier with the department Promotion of industry and Internal Trade.

However, the above order of performance while processing LOA is subject to instructions/guidelines issued by the government of India from Time to time.

### **33) Contacting the Employer**

Subject to ITB clause 25 above, no Bidder shall contact the Employer on any matter relating to its bid, from the time of the opening of Bids to the time the contract is awarded.

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

### **34) Employer's Right to Accept Any Bid and To Reject Any or All Bids**

The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder(s) of the grounds for the Employer's action.

### **35) Award Criteria**

Subject to ITB Clause 33, the Employer will award the contract to the successful Bidder whose bid has been determined to be substantially responsive to the Bidding Documents and qualified to perform the contract satisfactorily.

The Bidder will be required to comply with all requirements of the Bidding Documents without any extra cost to the Employer, failing which his Earnest Money Deposit will be forfeited.

### **36) Construction of Contract**

If required, HURL may place separate Orders for supplies and Services.

The award of separate Purchase Orders shall not in any way dilute the responsibility of the Supplier for the successful completion of the Facilities as per Contract documents and a breach in one Purchase Order shall be construed as a breach of the other Purchase Order(s) which will confer a

right on the Employer to terminate the other Contract(s) also at the risk and cost of the Supplier.

The total value of all the orders shall be the Total Package value.

### **37) Notification of Award**

Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing by email or letter or by telefax to be confirmed in writing by letter sent by Speed Post/Registered/courier, that its bid has been accepted. The notification of award (Purchase/Service Order) will constitute the formation of the contract and shall be effective from the date of award or the date as specified in Special Purchase Conditions (SPC).

### **38) Corrupt or Fraudulent Practices**

Employer requires that Bidders, Contractors and Suppliers observe the highest standard of ethics during the procurement and execution of the contracts. In pursuance of this policy, Employer:

- a) Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - ii. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;
- b) Will reject a bid for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract of the Employer.

### **39) Fraud Prevention Policy**

The Bidders/ Service Providers/ Vendors/ Consultants etc. shall strictly adhere to the Fraud Prevention Policy of HURL displayed on its website <http://www.hurl.net.in> and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities and immediately apprise HURL of the fraud/suspected fraud as soon as it comes to their notice. A certificate to this effect shall be furnished by the bidder along with his bid, in relevant attachment as per format enclosed (Annexure 6 of Section V (Forms Related to Bid)) with the Bidding Document.

If in terms of above policy, it is established that the bidder/his representatives have committed any fraud while competing for this contract then the Earnest Money Deposit shall be forfeited.

### **40) Indian Agents**

In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product.

If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit bid on behalf of another Principal/OEM in the same tender for the item/product.

### **41) Transfer of Bid Documents**

- a. Transfer of Bidding documents is not permissible.
- b. Documents purchased / downloaded by the intending bidders cannot be transferred.

**Checklist of documents to be submitted**

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

**Note:**

Failure to Upload Authentic and Correct Documents as mentioned at Sr. No. 1 to 13 above would lead to Rejection of Techno- Commercial Bid. Price Bids shall be opened only of those bidders who are qualified and whose techno-commercial bids are acceptable.

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



**SECTION – II**

***GENERAL PURCHASE CONDITIONS***  
***(GPC)***

# 1. Definitions & Terminology

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

**“Contract”** means the Purchase Order/Service Order signed by the Employer, to which these General Purchase Conditions (GPC) are attached together with all the documents listed in such signed Contract.

**“Contract Documents”** means the documents listed in Clause 2 of GPC (Contract Documents) of the Form of Contract Agreement (including any amendments thereto).

**“GPC”** means the General Purchase Conditions.

**“SPC”** means the Special Purchase Conditions.

**“Day”** means calendar day of the Gregorian Calendar.

**“Month”** means calendar month of the Gregorian Calendar.

**“Employer”** means Hindustan Urvarak & Rasayan Limited (HURL), having its registered office Core-4, 9th Floor, Scope Minar, Laxmi Nagar District Centre, Delhi-110092 and shall include their legal representatives, successors and permitted assigns of the Employer.

**“Applicable Law”** This Contract including all matters connected with this Contract shall be governed and construed in accordance with the Indian Law both substantive and procedural and shall be subject to the exclusive jurisdiction of Indian courts at Delhi, India.

**“Contract Price”** means the price to be paid for the performance of the Services, in accordance with the payment terms, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

**“Government”** means the Government of the Employer’s country ie INDIA.

**“Local Currency”** means the currency of the Government of India.

**“Party”** means the Employer or the Bidder, as the case may be, and “Parties” means both of them.

**“Personnel”** means persons hired by the Bidder as employees and assigned to the performance of the Services or any part thereof.

**“Services”** means the work to be performed by the Bidder pursuant to this Contract, as described in the detailed Terms of Reference; and

**Law Governing the Contract:** The Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

Throughout these Bidding Documents, the term “Bid” and “Tender” and their derivatives (Bidder/ Tenderer, Bidding / Tendering, Bidding Document/Tender Document, etc.); Bill of Quantity / Schedule of Quantity / Schedule of Quantities/ Bill of Quantities; Employer / HURL; Bid Security / Earnest Money Deposit; Security Deposit / Performance Security/ Performance Guarantee; Engineer-in-Charge / Engineer, appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other.

**Language:** English shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**“Sub-contractor from a country which shares a land border with India”** means;

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or

- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

The beneficial owner for the purpose of above clause will be as under;

- 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.

#### **Explanation-**

- “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
- “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements;
- 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;
- 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;
- 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;
- 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.

An Agent is a person employed to do any act for another, or to represent another in dealings with third person

## **2. Contract Documents**

The Employer shall send to the successful Bidder the Purchase Order/Service Order. The Purchase Order/Service Order will constitute the formation of the contract. The contract shall come into effect from the date of issue of Purchase Order/Service Order.

The successful bidder shall have sign and return the Purchase Order/Service Order as a token of acceptance. Successful bidder on whom Purchase Order/Service Order is placed shall hereinafter be called Supplier.

## **3. Order of the precedence of the Documents**

The order of precedence of documents shall be as under:

- a) Purchase Order/ Service Order along with its annexures.
- b) Amendment to Bidding Documents
- c) Special Purchase Conditions
- d) Technical Specifications & Scope of Work & Field Quality Assurance plan

- e) General Purchase Conditions
- f) The Bid and BOQ submitted by the Supplier
- g) Instructions to bidders

An amendment issued after issue of Contract shall take precedent over the formal Contract and all other contract documents.

## **4. Language**

All Contract Documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with that language.

If any of the Contract Documents, correspondence or communications are prepared in any language other than the governing language as above, the English translation of such document, correspondence or communications shall prevail in matters of interpretation.

## **5. Singular and Plural**

The singular shall include the plural and the plural the singular, except where the context otherwise requires.

## **6. Headings**

The headings and marginal notes in the General Purchase Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.

## **7. Incoterms**

Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms. Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France.

## **8. Construction of Contract**

If required, HURL may place separate Orders for supplies and Services.

The award of separate Purchase Orders shall not in any way dilute the responsibility of the Supplier for the successful completion of the Facilities as per Contract documents and a breach in one Purchase Order shall be construed as a breach of the other Purchase Order(s) which will confer a right on the Employer to terminate the other Contract(s) also at the risk and cost of the Supplier.

The total value of all the orders shall be the Total Package value.

## **9. Amendment**

No amendment or other variation of the Contract (Purchase Order/Service Purchase) shall be effective unless it is in writing, is dated, expressly refers to the Purchase Order/Service Order, and is signed by a duly authorized representative of Employer and accepted by the Supplier.

## **10. Severability**

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

## **11. Non-Waiver**

- (i) Subject to GPC clause 11.0 (ii), no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (ii) Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

## **12. Notices**

Unless otherwise stated in the Purchase Order/Service Order, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, airmail post, special courier, cable, telegraph, telex, facsimile or Electronic Data Interchange (EDI) to the address of the relevant party set out in the Contract.

In case of Purchase Orders, all notices to be given under the Contract shall be addressed to Signatory of the Purchase Order and in case of Service Orders, all notices to be given under the Contract shall be addressed to Engineer-in-charge.

Either party may change its postal, cable, telex, facsimile or EDI address or addressee for receipt of such notices by ten (10) days' notice to the other party in writing.

## **13. Governing Laws**

The Contract shall be governed by and interpreted in accordance with laws in force in India.

The Courts of Delhi shall have exclusive jurisdiction in all matters arising under the Contract.

## **14. Settlement of Disputes**

### **a. Mutual Consultation**

If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities, whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute may be settled through Expert Settlement Council / Arbitration / other remedies available under the applicable laws.

### **b. Adjudicator**

Managing Director (MD) of HURL shall be the Appointing Authority for Adjudicator. Adjudicator under the Contract shall be retired judge of Supreme Court/High Court of India.

If any dispute of any kind whatsoever shall arise between the Owner and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the services—whether during the progress of the work or after their completion and whether before or after the termination, abandonment or breach of the Contract—the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve



such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.

The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Owner or the Contractor within fifty-six (56) days of such reference, the decision shall become final and binding upon the Owner and the Contractor. Any decision that has become final and binding shall be implemented by the parties forthwith.

Should the Adjudicator resign or die, or should the Owner and the Contractor agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the Contract, another Adjudicator shall be jointly appointed by the Owner and the Contractor. Failing agreement between the two within twenty-eight (28) days, the new Adjudicator shall be appointed at the request of either party by the Appointing Authority. Expenses incurred in the process of adjudication including the fees required to be paid to the adjudicator, if any, shall be shared equally between the Owner and the Contractor.

### **c. Arbitration**

If either the Owner or the Contractor is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within twenty-eight (28) days of a dispute being referred to it, then either the Owner or the Contractor may, within fifty-six (56) days of such reference, give notice to the other party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

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.

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.

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:

(a) President, Institution of Engineers in case of an Indian Contractor.

(b) President, International Chambers of Commerce, Paris in case of a Foreign Contractor.

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.

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

(i) In accordance with the following rules of procedure: -

- (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.
- (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.
- (c) In case of a foreign collaborator/associate of the Contractor, the arbitration proceedings shall be conducted in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976.

(ii) In New Delhi, India (Place for Arbitration)

(iii) In the language in which this Contract has been executed.

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.

**d. Notwithstanding any reference to the Adjudicator or Arbitration herein,**

- a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.
- b) the Employer shall pay the Contractor any monies due to the Contractor.

## **15. Scope**

- a) The Goods and related Services to be supplied shall be as specified in the technical specification and Price Schedule. The Supplier shall supply all the Goods and related Services included in the Scope of Supply, as per the Delivery and Completion Schedule specified in the SPC.
- b) The Supplier shall ensure that the Goods and related Services comply with the technical specifications and other provisions of the Contract.
- c) The Goods and related Services supplied under this Contract shall conform to the standards mentioned in Technical Specifications and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate.

## **16. Price Basis**

As detailed in SPC.

## **17. Insurance**

As detailed in SPC.

## **18. Freight**

As detailed in SPC.

## **19. Delivery schedule**

The delivery Period shall commence from date of the Purchase Order/Service Order unless stated otherwise in the SPC.

The Delivery of the Goods and Completion of the related Services shall be in accordance with the Delivery and Completion Schedule as per SPC.

## **20. Contract price**

The Contract Price shall be as specified in the Purchase Order / Service Order.

## **21. Payment terms**

Payment will be made to the account of the successful bidder as per the payment terms mentioned in the PO / LOA based on the certification of Engineer. The payments shall be made after the conditions listed for such payment have been met, and the successful bidder has submitted an invoice to the Employer specifying the amount due.

Payment shall be released within thirty (30) days of receipt of materials and submission of invoice in all respect as per Payment terms mentioned in SPC or as mentioned in the PO / LOA, subject to acceptance of the materials.

In cases of any discrepancy observed by the Employer in Supplier's bill, clarifications shall be sought in writing by the Employer within ten (10) days from the date of receipt of Supplier's bill/invoice/debit note by the Employer. The Supplier shall be required to submit the requisite clarifications within ten (10) days from the date of issuance of queries by the Employer. In case, no mutual agreement is reached between the Employer and the Supplier on any part of the bill/invoice, within ten (10) days of submission of clarification by the Supplier, the Supplier shall issue a revised bill/invoice to avoid mismatch in GST returns of the Employer and the Supplier. Payment against agreed and admissible part shall be processed as per payment procedure within ten (10) days after receipt of the revised bill/invoice. The bill/invoice for the balance amount under question may be separately submitted for consideration of the Employer after resolution of issues of payment by the Employer. In case of non-submission of satisfactory clarification by the Supplier within the stipulated period, HURL shall not be liable for the delay in making payment. If the bill submitted by Supplier is incorrect and has gross discrepancies, the bill shall be summarily rejected and returned to the Supplier.

Further, in case of rejection of part material against a particular P.O., the Payment against part accepted material shall be processed as per payment procedure and Supplier shall be intimated regarding reasons and details of rejected material. Credit notes (as defined in GST act) as applicable for such part may be issued based on original invoice already issued. The original invoice value will get reduced to the extent of such credit notes. The bill for the replaced material shall be separately submitted for future consideration of the Employer.

In the event of dispute, the same shall be dealt as per contract provisions of dispute resolution.

Our Standard Payment terms are as under:

For Supplies: The payment would be made within 30 days of receipt and acceptance of materials.

For AMC/CMS: The Annual Maintenance Service Contract wherever applicable, shall commence after completion of the warranty period. The payment of the annual maintenance service contract shall be made on quarterly basis and the amount will be due for payment on the certification by HURL at the end of each quarter. The quarterly amount shall be worked out by dividing the total service contract value by the number of quarters in the maintenance contract period.

## **22. Procedure of payment**

Payment shall be released on submission of invoice in quadruplicate along with supporting documents on certification by the Engineer-in-Charge.

## **23. Tax deduction at source**

Tax deduction at source shall be governed as per prevailing rules.

## **24. Contract performance Guarantee (CPG)/PBG**

- a) Within thirty (30) days of the receipt of Purchase Order/Service Order from the Employer, the Supplier shall furnish the Contract Performance Guarantee, if applicable, for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer as mentioned below.
- b) CPG may be submitted in any of the following forms:
  - A crossed Demand Draft / Bankers cheque drawn in favour of Hindustan Urvarak & Rasayan Limited (HURL). Payable at Delhi
  - An irrevocable Bank Guarantee as per the HURL standard format from any Nationalized bank / Scheduled Bank as acceptable to HURL as per list enclosed.
- c) Failure of the supplier to submit the above-mentioned Contract Performance Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- d) **FOR WARRANTY PERIOD-**

The successful bidder shall be required to furnish the Contract Performance Guarantee (CPG) for an amount equal to 10% of total order value. CPG should be valid for a period of three months (3 months) beyond the expiry of warranty period.

The CPG should be submitted within 30 days of placement of award.

- e) **FOR AMC / CMS PERIOD**

The bidder shall be required to furnish a CPG equivalent to 5% of the total order value towards AMC/CMS valid for AMC/CMS Period plus a period of 3 months beyond the Annual Maintenance /Comprehensive Maintenance Services Contract period.

This CPG shall be furnished before the expiry date of 10% CPG submitted earlier covering the warranty period of one year.

- f) The CPG for 10% shall be released only after receipt of BG for AMC/CMS period.

### **Note: -**

- (i) CPG, Warranty, Guarantee clause as specified in the SPC shall prevail.
- (ii) In case CPG is submitted by way of Bank Guarantee, while issuing the physical BGs, the Supplier's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided in the Special Purchase Conditions.

## **25. Taxes & duties**

- a) "Goods and Services Tax" or "GST" means taxes or cess levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, Goods and Services Tax (Compensation to States) Act and various State/Union Territory Goods and Services Tax Laws and applicable cesses, if any under the laws in force (hereinafter referred to as relevant GST Laws), which shall be fully complied with by the Bidder.
- b) The Bidder shall quote the prices giving breakup in the manner specified in the Price Schedule. The Bidder shall quote the applicable rate of GST in the Price Schedule.

- c) For the purpose of Evaluation, GST quoted in the Bid shall only be considered.
- d) The Bidder shall indicate the taxes and duties as applicable seven (7) days prior to last date of Bid Submission.
- e) The Bidder is required to quote the rate of GST applicable under GST Law in the Price Schedule while giving the breakup of prices.
- f) In case GST registered Bidder has quoted GST rate as '0' (Zero), the quoted price shall be considered to be inclusive of GST as applicable.
- g) In case of bid received from dealers who have opted for the composition scheme under GST Law, the Bidder shall specifically mention the same in his Bid. Employer shall not be liable to pay/reimburse any GST on the supplies made by such dealers under the Order/Contract.
- h) In case of bid received from unregistered dealer, for evaluation their bid shall be cost compensated as per the GST rate applicable in view of Reverse Charge Mechanism (RCM) as per GST Law.
- i) In case of all materials identified by the Supplier and Employer to be dispatched directly from the sub-vendor's work to Employer's site, the Supplier shall ensure that his sub-vendors raise Tax invoices as per the provisions of GST Law, billed to the Supplier and shipped to the Employer's site. The Supplier shall further ensure that he raises his corresponding Tax Invoices in the name of Employer during transit of the materials before the delivery of materials is taken by Employer.
- j) For items not covered under GST, the Bidder is required to quote Excise Duty/VAT/CST as applicable in the Price Schedule while giving the breakup of prices.
- k) Notwithstanding anything to contrary contained in the Purchase Order/Contract, the Supplier's right to payment under the Order/Contract is subject to issuance of valid tax invoice/bill of supply as the case may be, payment of applicable GST to the credit of appropriate Government and submission of valid particulars of tax invoice under GST returns in accordance with GST Law.
- l) Employer shall deduct GST at source at the applicable rates in case transactions under the Order/Contract are liable to GST deduction at source.
- m) Unless expressly stated otherwise, a common mechanism for reconciliation of input credit mismatch, to be followed by both HURL and Supplier, shall be mutually agreed so that both parties follow the same procedure for disclosing the transactions in their respective returns. Notwithstanding anything in the Order/Contract, penalty / damages shall be recovered in case the Supplier makes a default in following the agreed procedure.
- n) The implications of GST on return of goods will be as per the provisions of the relevant GST Laws.
- o) The Supplier shall issue tax invoices/bill of supply as applicable, file appropriate returns, and deposit the applicable GST to the account of appropriate government within the time limit prescribed under the GST Law. In the event of any default, Supplier shall be liable to pay the amount which may be imposed on HURL due to such default.
- p) Supplier should comply with the provisions of e-way bill notified by appropriate authorities from time to time. The existing provisions regarding road permit will continue till such time if applicable.
- q) The Employer shall make necessary tax deductions under Income Tax Act or any other laws, if applicable.
- r) Provisions of GST law in respect of Related Persons/Parties may appropriately be taken into consideration by Bidders while submitting the bid.
- s) If any rates of tax are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of Order/Contract, which was or will be assessed on the Supplier in connection with performance of the Order/Contract, an equitable adjustment shall be made to take into account any such change.

- t) The payment/reimbursement of statutory variations in the rates of tax and/or of new tax, duty or levy imposed under statute or law in India as above would be restricted only to direct transactions between the Employer and the Bidder.

## **26. Entry tax**

Subsumed in GST.

## **27. Road permit**

Supplier shall comply with the provisions of e-way bill notified by appropriate authorities from time to time. The Supplier shall be responsible for issuance of e-way bill and other compliances relating to e-way bill as per GST Law.

## **28. Authorised representative**

Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Employer or the Bidder may be taken or executed by the officials authorized for the purpose.

## **29. Packing**

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, handling and storage.

The Supplier will be responsible for any loss or damage during transportation, handling and storage due to improper packing.

All packages should be marked with Purchase Order/Service Order no. and date. Each package must contain packing slip and literature, if any.

## **30. Warranty**

The provision of Warranty shall be as per SPC /Technical Specification.

Our general terms are:

- a) The Supplier shall warrant that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions.
- b) The warranty shall remain valid for the period of one year from the date of installation and commissioning or as specified in the Technical Specifications / SPC.
- c) If having been notified, the Supplier fails to remedy the defect, the Employer may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Employer may have against the Supplier under the Contract.

## **31. Patents**

All royalties and fees for patents covering material/equipment/ software or processes used in executing the work shall be to the account of the bidder. The supplier shall satisfy all demands that may be made at any time for such royalties and fees.

The Supplier shall hold harmless and indemnify the Employer from and against damage, loss and expenses arising from any claim for infringement of patent, copy right, design and other such rights in existence or to be granted on and application published prior to the completion of this engagement with

respect to or arising out of the use or supply of design or any work in accordance with the specifications and plans furnished or recommended by the Contractor.

The Supplier shall promptly notify the Employer in writing if the Supplier has or has acquired knowledge of any patent under which claim or suit for infringement could reasonably be brought because of the use by the Employer of any information, recommendation or specifications, services rendered by the Contractor.

The Supplier, in such case, shall furnish at its own cost make and furnish to the Employer alternative specifications or recommendations to avoid the same and without putting the Employer to any additional cost.

## **32. Indemnification**

The Supplier shall, at its own expense, defend and indemnify the Employer against all third party claims of infringement of Intellectual Property Rights, including patent, trade mark, copy right, trade secret or industrial design rules arising from use of the products or any part thereof.

The Supplier shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. The Employer shall not pay any compensation to a third party resulting from such infringement and the Supplier shall be fully responsible for the same, including all expenses and court and legal fees.

The Employer will give notice to the Supplier of any such claim without delay, shall provide reasonable assistance to the Contractor in disposing of the claim, and shall at no time admit any liability for or express any intent to settle the claim.

Final payment to the Supplier by the Employer will not be made while any such suit or claim remains unsettled.

## **33. Inspection and tests**

All materials shall be inspected as per provisions of SPC / Technical Specification. The Supplier shall execute the Purchase Order/Services in compliance with the provisions of the Contract.

For all cases where pre-dispatch inspection is stipulated, materials shall be inspected prior to dispatch by an authorized representative of HURL for which an advance notice of 15 days shall be given by the supplier. In such cases no material shall be dispatched without inspection unless specific waiver/exemption is communicated in writing to the supplier. In all cases necessary test certificates, guarantee certificate in respect of material/equipment performance shall be furnished along with despatch documents. However, the final inspection of material shall be done at our site only and acceptance of materials is subject to such final inspection only.

## **34. Removal of rejected goods and replacement**

- a) If upon delivery, whether inspected and approved earlier or otherwise, the material/equipment is not in conformity with the specifications, the same shall be rejected by the Employer or his duly authorised representative and notification to this effect will be issued to the Supplier within 30 days from the date of receipt of the material at site.
- b) The supplier shall arrange for removal of the rejected item(s) within 15 days from the date of notification. In the event, the supplier fails to lift the materials within the said 15 days, the Employer shall be at liberty to dispose of such rejected item(s) in any manner as he may think fit and recover all the expenses from the Supplier.

### **35. Liquidated damages**

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

### **36. Amendment/ modification of contract**

Modification of the terms and conditions of the Contract, including any modification of the Scope of the Services or of the Contract price may only be made by written agreement between the Parties.

### **37. Payment at reduced rates**

If the goods supplied are not according to specifications stipulated in the order, HURL may retain the goods at its discretion after negotiations and agreement with the supplier and pay at reduced rates to be fixed by HURL.

### **38. Change in laws and regulations**

If, after the date seven (7) days prior to the last date of Bid submission, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Supplier and/or the Time for Completion, the 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.

### **39. No breach of contract**

The failure of a party to fulfil any of its obligations under the Contract shall not be considered to be a breach of or default under the Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event

- a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract and
- b) has informed the other Party as soon as possible about the occurrence of such an event.

### **40. Obligations of the Supplier**

The Supplier shall supply the Goods perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advance technology and safe methods. The Supplier shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub-bidder or third parties.

### **41. Force majeure**

- a) "Force Majeure" shall mean any event beyond the reasonable control of the Employer or the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and which substantially affect the performance of the Contract.

Notwithstanding the generality of the above, the following events shall be termed as Force Majeure events in respect of the Order



- (i) terrorist acts,
  - (ii) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act of failure to act of any local state or national government authority,
  - (iii) national/sectoral/illegal strike, sabotage, lockout embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, epidemics, quarantine and plague.
- b) If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.
- c) The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a reasonable time.
- d) The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfil its or their obligations under the Contract, but without prejudice to either parties' right to terminate the contract under clause (f) here under.
- e) Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not
- (i) constitute a default or breach of the Contract
  - (ii) give rise to any claim for damages or additional cost or expense occasioned thereby

If and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

- f) If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute shall be resolved in accordance with Clause 14 (Settlement of Disputes)
- g) Notwithstanding clause (e) above, Force Majeure shall not apply to any obligation of the Employer to make payments to the Supplier herein.

## **42. Termination**

The Employer may terminate the Order/Contract, by not less than thirty (30) days' written notice of termination to the Supplier, to be given after the occurrence of any of the events specified in paragraphs(a) to (d) of this Clause and sixty (60) days' in the case of the event referred to in (e) below:

- a) if the Supplier does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- b) if the Supplier becomes insolvent or bankrupt;
- c) if as a result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) if the Supplier, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing or in executing the Contract.

For the purpose of this clause:

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“Fraudulent Practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Employer.

- e) if the Employer, at its sole discretion, decides to terminate this Contract.
- f) If the Contractor, sub-contracts any part of the works in violation of the provision of GPC Clause 48.0

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.

### **43. Risk purchase**

In the event of Suppliers failure to supply the material of acceptable quality in scheduled delivery period, HURL reserves the right to procure the materials from any other source at the Suppliers risk and cost and the difference in cost shall be borne by the Supplier. Further, HURL shall retain the right of forfeiture of CPG and or any other action as deemed fit.

### **44. Limitation of Liability**

Except in cases of criminal negligence or wilful misconduct,

- a) Neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and
- b) The aggregate liability of the either party to the other party, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.

Notwithstanding anything contained hereinabove, the aggregate liability of the Employer to the Contractor shall not exceed the Total Contract Price, less payments already released to the Contractor, if any.

### **45. 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. 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). The Supplier shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.

### **46. Integrity Pact**

The Integrity Pact (IP) envisages an agreement between the prospective vendors / bidders and the buyer, committing the persons / officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The Bidder along with its associate / collaborator / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to the Integrity Pact.

Note: In case Integrity Pact is not applicable for the particular tender, the same shall be specified in the SPC.

## **47. No Claim for interest or damage**

### **a) Interest on money due to the contractor/vendor:**

No omission on the part of the Employer to pay the amount due upon measurement or otherwise shall vitiate or make void the contract, nor shall the contractor be entitled to interest upon any guarantee/security/retention money or payments in arrears nor upon any balance which may on the final settlement of his account be due to him.

### **b) No claim for interest or damage:**

No claim for interest or damage will be entertained or be payable by the Employer in respect of any amount or balance which may be lying with the Employer or may become due upon settlement/adjudication of any dispute, difference or misunderstanding between the parties by way of arbitration or court proceedings or otherwise or in respect of any delay or omission on the part of the Employer in making intermediate or final payment or in respect of any amount/damage which may be claimed through arbitration or court proceedings or in any other respect whatsoever.

## **48. Subcontracting**

The Contractor shall not be allowed to sub-contract works to any sub-contractor/ sub-vendor from a country which shares a land border with India unless such sub-contractor is registered with the competent Authority.

However, the said requirement of registration will not apply to 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. The Contractor may apprise itself of the updated lists of such countries available in the website of the Ministry of External Affairs.

### **Important Note**

The Special Purchase Conditions will supersede any other related conditions anywhere in the tender documents and will prevail for evaluation / finalization of the tender.

--- \*\*\* ---

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



**SECTION – III**

***SPECIAL PURCHASE CONDITIONS***  
***(GPC)***



## **1. Price Basis**

FOR HURL Gorakhpur Store.

## **2. Insurance**

In suppliers' Scope.

## **3. Freight**

In suppliers' Scope.

## **4. Packaging & Forwarding**

In suppliers' Scope.

## **5. Payment terms**

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

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

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

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

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

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

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

## **6. Liquidated Damage:**

In the event of Supplier's failure to deliver the material of acceptable quality within the stipulated delivery period, the liquidated damages are payable by the Supplier @ 0.5% (one half of one percent) per week of delay or part thereof, of the unexecuted order value.



However, the total liability of the Bidder under this clause shall not exceed 5% of the Order value as awarded.

## **7. Performance Bank Guarantee / Security Deposit:**

Not Applicable

## **8. Warranty / Guarantee:**

One-year Warranty is required

## **9. Delivery schedule:**

Contract period is of 08 months whereas the supply shall be as and when required basis within 15 days during the contract period upon intimation from EIC.

## **10. Address for Communication**

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

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



**SECTION – IV**

**(Technical Specifications, Scope of Work & Field Quality Assurance Plan)**

Sr. No	Item Description	UOM	Qty
1.	Oxygen Scavenger / Absorber	KG	3000

### **Technical Specification for Oxygen Scavenger:**

1. Supplier shall provide the specific consumption of oxygen scavenger to keep dissolved Oxygen below 7PPB in deaerator (guarantee must be given by vendor).
2. Chemical supplied should be purely Amine based and the active content shall be 100%.
3. Chemical supplied should not be based on Hydrazine.
4. Bidder should have experience in supplying oxygen scavenger for the treatment of HP Steam & MP Steam boilers as mentioned in below table.

### **Boiler & Deaerator Details for Procurement of Oxygen scavenger**

BOILER DETAILS	H.P. STEAM BOILER (141-D)	I.P. STEAM BOILER (130-L)	HRSG BOILER -1	HRSG BOILER -2	AUXILIARY BOILER
Steam Generation capacity	375 TPH	41 TPH	50 TPH	50 TPH	35 TPH
Operating Pressure	126.5 Kg/cm <sup>2</sup>	7 Kg/cm <sup>2</sup>	48 Kg/cm <sup>2</sup>	48 Kg/cm <sup>2</sup>	48 Kg/cm <sup>2</sup>
Operating Temperature	510 °C	190 °C	392 °C	392 °C	392 °C

DEAERATOR DETAILS	DEAERATOR (101-U)	HRSG DEAERATOR
Supply to Boiler	422.6 TPH	135 TPH
Operating Pressure	2 Kg/cm <sup>2</sup>	1.6 Kg/cm <sup>2</sup>
Operating Temperature	125 °C	125 °C

### **Other Terms & Conditions for Supply of Oxygen scavenger:**

1. Bidder must provide the documents of proof having the experience of providing these chemicals in similar capacity or above capacity boilers in any fertilizer's/refineries/ large scale power plant.
2. Chemical test report shall be provided along with supply of chemicals.
3. Concentration of active ingredient shall be mention in the quality certificate and test procedure shall be shared to HURL for analysing the same in HURL lab.

### **Scope of Work:**

1. Chemical test report shall be provided along with chemicals.
2. Dispatch of the chemicals shall be done after site clearance from EIC.
3. Chemicals not meeting the test parameters are likely to be rejected/return.
4. Quantity Variation (+/-10%).



5. Chemical supplied should not be based on Hydrazine.
6. Concentration of active ingredient shall be mention in the quality certificate and test procedure shall be shared to HURL for analysing the same in HURL lab.

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



**SECTION – V**

***FORMS RELATED TO BID***

## **INDEX**

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

**TECHNO-COMMERCIAL PROPOSAL BID FORM**

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

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

Bidder's Name & Address :

Date:

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

To

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

Dear Sirs,

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

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

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

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

### 3.0 COMPLIANCE TO THE PROVISIONS OF THE BIDDING DOCUMENTS

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

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

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

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

- 3.2 We further declare that additional conditions, variations, deviations, if any, found in the bid, shall not be given effect to.
- 4.0 We undertake, if our bid is accepted, to commence the work immediately upon your Notification of Award to us.
- 5.0 We agree to abide by this bid for a **period 180 days** from the date of opening of Techno-Commercial bids as stipulated in the Bidding Documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
- 6.0 Until a formal Contract Agreement is prepared and executed between us, the bids, together with your written acceptance thereof in the form of your Notification of Award shall constitute a binding contract between us.
- 7.0 We understand that you are not bound to accept our bid or any other bid you may receive.
- 8.0 We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.
- 9.0 We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
- 10.0 We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

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

Thanking you,

Yours faithfully,

Date:

Place:

(authorised signatory Name).

(Designation)

Company Seal

**Format for Electronics Payment**

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

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

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

Authorized signatory of the bidder

Name

Designation

Date



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

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Work: -

Dear Sir,

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

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

**DECLARATION FOR “NO DEVIATION”**

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

1. With reference to our Bid Proposal No. .... dated ..... For ...(Name of Package to be mentioned)....., we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendments(s) / Clarification(s) / Addenda / Errata (if any) issued by the Owner prior to opening of Techno – Commercial Bids and the same has been taken into consideration while making our Techno – Commercial Bid & Financial Bid and we declare that we have not taken any deviation / exceptions in this regard.
  
2. We further confirm that any deviation variation or additional conditions etc. or any mention, contrary to the Bidding Documents and its Amendments(s) / Clarification(s) / Addenda / Errata (if any) as mentioned at 1.0 above found anywhere in our Techno – Commercial Bid and / or Financial Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing which the Bid Security shall be forfeited.

Yours faithfully,  
(Signature)

Date: Name & Designation.....

Place: Name of the Company.....

(Seal of Company) .....

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

Ref.

: Date:

To

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

Sub:

Bidding Doc. No.

Dear Sir,

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

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

Yours faithfully,  
(Signature)

Date Name & Designation.....

Place Name of the Company.....

(Seal of Company) .....

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

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

Ref. :

Date:

To

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

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

Bidding Doc. No.

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

-----

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

Place : (Printed Name) .....

(Designation).....

(Company Seal) .....

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

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

Bidder's Name and Address:

To,

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

**Dear Sir,**

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

Yours faithfully,

(Signature)

Date  
Place

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

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

**PROFORMA FOR TERMS AND CONDITION**

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

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

**— Bid Security Form**

**Bank Guarantee**

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

Bank Guarantee No...

Date...

To:

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

Dear Sirs,

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

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

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

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

Notwithstanding anything contained herein:

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

2. This bank guarantee shall be valid up to [expiry date]

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

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

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

Authorized Vide Power of Attorney No...

Date...

NOTE:

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

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



**Performance Security Form**

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

\_\_\_\_\_ Bank Guarantee No. ....  
 \_\_\_\_\_ Date .....

To,

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

Dear Sirs,

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

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

The Owner shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the

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

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

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

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

**WITNESS :**

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

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

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

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

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

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

**BANK GUARANTEE VERIFICATION CHECKLIST**

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

**CHECK LIST**

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

~~whether changes are of minor/clerical nature  
(which in no way limits the right of HURL in  
any manner)?~~

~~h) — In case of deviations in text of BG, which materially  
affect the right of Owner, whether the changes  
have been agreed based on the opinion by  
Legal Department or BG is considered acceptable  
on the basis of opinion of Law Department already  
available on the similar issue.~~

~~i) — Are the factual details such as Bid  
Document No./Specification No./  
NOA / LOA / Contract No., Contract  
Price, Percentage of Advance, Amount  
of BG and Validity of BG correctly  
mentioned in the BG?~~

~~j) — Whether overwriting / cutting if any on  
the BG have been properly authenticated  
under signature & seal of executant?~~

~~k) — Whether the BG has been issued by  
a Bank in line with the provisions of  
Bidding / Contract Documents?~~

~~l) — In case BG has been issued by a Bank  
other than Scheduled / Commercial Bank  
recognised by Reserve Bank of India;  
is the BG confirmed by a Bank in India  
acceptable as per Bidding /  
Contract Documents?~~

Date \_\_\_\_\_ : \_\_\_\_\_ Signature.....

Place \_\_\_\_\_ : \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Printed Name of Authorized Person having Power of

\_\_\_\_\_  
\_\_\_\_\_ Attorney.....

\_\_\_\_\_  
\_\_\_\_\_ (Designation) .....

\_\_\_\_\_  
\_\_\_\_\_ (Common Seal) .....

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