HINDUSTAN URVARAK & RASAYAN LIMITED

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

Notice Inviting Tender (NIT)

Name of Package

Hiring of Manpower Services for Secretarial / Technical and other administrative Services at HURL-Gorakhpur

NIT NO: H/G/C&M/26-27/26C062/TE-249 **Dated:** 26.10.2026

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 Government eMarketplace (GeM)
Bid Document Download / Sale Start Date	Refer Government eMarketplace (GeM)
Bid submission Start Date	Refer Government eMarketplace (GeM)
Last Date and Time for Bid submission	Refer Government eMarketplace (GeM)
Technical Bid Opening Date & Time	Refer Government eMarketplace (GeM)
Pre-Bid Conference Date & Time (if any)	Refer Government eMarketplace (GeM)
Last Query Date	Refer Government eMarketplace (GeM)
Reverse Auction	Refer Government eMarketplace (GeM)
Earnest Money Deposit (EMD) in INR	₹ 5,23,000.00

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.

Contracts & Materials Department,
Hindustan Urvarak & Rasayan Limited
Admin Building, HURL Campus
HURL Fertilizer Plant
Gorakhpur, UP-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 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:

Sl. No.	Conditions	Documents required (To be submitted along with Technical Bid)
1	**Technical Criteria**	
	The bidder should have successfully completed completed **Similar Work*** with performance and completion certificate, during the last seven years ending last day of previous month in which NIT has been issued. The tenderer should have completed three similar works each costing not less than ***₹ 104.59 Lakh.*** (or) The tenderer should have completed two similar works each costing not less than ***₹ 130.74 Lakh.*** (or) The tenderer should have completed one similar work costing not less than ***₹ 209.18 Lakh.*** ***Note: Values indicated above are exclusive of GST.*** **Definition of Similar works: -** *"Providing manpower services in any Industry."* **Note:** **1. Bidders are strictly advised not to submit any irrelevant data or**	**1.** Copy of Work Order/ PO/ rate contract/ agreement with following details: a. Work order/ PO/ rate contract/ agreement with number, date and value. b. Name of the client, c. Period of contract d. Scope of work mentioning Similar work. **2.** Execution certificate issued by Chartered Accountants along with valid UDIN No. /statutory auditors / client highlighting below- a. Reference work order/ PO/ rate contract/ agreement with number, date and value. b. Name of the client, c. Period of Contract d. Executed value under the work order/ PO/ Rate contract/ agreement. OR CRAC / SRAC issued by client/ employer through GeM. **Note:** The word "executed" means the bidder should have achieved the criterion specified in the Qualifying Requirements, even if the total contract is not completed/ closed. In case

	information which is not as per our requirement / tender document. Submission of irrelevant data will lead to disqualification of the bidder from tender.	Order/contract(s) is under execution as on the date of technical bid opening, the value of work executed till such date will be considered provided the same is certified by the Chartered Accountants along with valid UDIN/ client/ Owner.
2	**Financial Criteria**	
	The average annual turnover of the bidder during last three financial years ending on 31st March 2026 shall not be less than ₹ ***78.44 Lakh*.**	Audited annual statement of Profit-Loss statement & Balance sheet certified by CA with UDIN number for the three preceding financial years. I. In case above is not available, then certificate from practicing Chartered Accountants /statutory auditors with Membership No. of signatory & Firm along with UDIN certifying the annual turnover for the last financial year along with audited annual statement of Profit-Loss statement & Balance sheet certified by CA with UDIN number for two consecutive financial years preceding the last financial year along with relevant Annexures of NIT. II. In case above are not available, then audited Balance Sheet and Profit & Loss Account for the three consecutive financial years preceding the last financial year along with relevant Annexures of NIT. III. In case above are not applicable, then certificate from practicing Chartered Accountants /statutory auditors with Membership No. of signatory & Firm along with UDIN certifying the annual turnover for the three preceding financial years. IV. In case above are not applicable, then certificate from practicing Chartered Accountants /statutory auditors with Membership No. of signatory & Firm along with UDIN certifying the annual turnover for the three consecutive financial years preceding the last financial year along with relevant Annexures of NIT.
3	**Commercial Criteria**	

3(a)	Bidder should be either Partnership firm/ Sole Proprietor / Limited company.	i) For Proprietorship firm - Name of the proprietor to be mentioned. Affidavit of proprietorship in original duly notarized (Latest) ii) For partnership firms – Affidavit in originals duly notarized, confirming the current status of the firm along with names of the partners or Copy of partnership deed duly notarized (latest) to be submitted iii) For limited companies, notarized copy of Memorandum and Articles of Association (this only need to be submitted physically- not to be uploaded) and list of directors.
3(b)	I. Bidder Must not be blacklisted or on the Holiday list by any government department/ public sector undertaking/ co-operative Unit. II. Bidder Must not be delisted / on Negative List by any government department/ public sector undertaking/ co-operative Unit in the last two years, as on date of participating in the tender. III. Bidder must not be blacklisted or on the Holiday list of HURL.	Self-certification(s) should be submitted on Party's letterhead for the same.
3(c)	Forms related to bid in Section – V of Tender Documents	Submission of Annexures is mandatory.

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.

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

Address for Communication:

Level – 1	**Level – 2**
Bhaswati Hazarika Sr. Officer (C&M) (Contracts & Materials) **Address:** Hindustan Urvarak & Rasayan Limited Admin Building, HURL Campus HURL Fertilizer Plant Gorakhpur, UP-273007 **Email ID:** bhaswati@hurl.net.in **Phone:** +91 551-2263025	**Umang Sinha** Chief Manager (Contracts & Materials) **Address:** Hindustan Urvarak & Rasayan Limited Admin Building, HURL Campus HURL Fertilizer Plant Gorakhpur, UP-273007 **Email ID:** umangsinha@hurl.net.in **Phone:** +91 551-2263021

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 (GCC)
Section-III	Special Purchase Conditions (SCC)
Section-IV	Technical Specifications, Scope of Work & Field Quality Assurance Plan
Section-V	Forms Related to Bid
Section-VI	Bill of Quantity
Section-VII	Health and Safety Guidelines

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 MSE's

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:

1. **Technical Bid:**

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

1. Techno Commercial Proposal Bid Form
2. Power of Attorney as per requirement mentioned in NIT.
3. Proof for payment of Earnest Money Deposit (EMD)/ MSE Certificate for exemption.
4. Certificates like Registration certificate, GST No, PAN No. etc.
5. Format for Electronic Payment
6. Tender Acceptance Letter & Letter of authorization to submit bid.
7. Documents as required in accordance with Eligibility Criteria
8. No deviation Certificate.
9. 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.
10. Acceptance of Fraud Prevention Policy of HURL,
11. Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India".
12. Documents in compliance to Scope of Work and Technical Specifications
13. Any other document asked for in the Bidding Documents.

1. **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/SCC.

13. Bid Currencies

All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the Special Purchase/Contract Conditions (SPC/SCC), 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: 41288344914

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.

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 - 41288344914

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 the present and future tenders issued from HURL - Gorakhpur for a period of 6 months from the date of withdrawal of the purchase order / contract or last communication date of notice issued by HURL, whichever is earlier.

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 present and future tenders issued from HURL Gorakhpur for a period of 6 months 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 SCC/SPC Clause titled 'Performance Security', and which result in tender being annulled then such bidder shall be treated ineligible for participation in the present & future tenders issued from HURL - Gorakhpur for a period of 6 months from the date of withdrawal of the purchase order / contract or last communication date of notice issued by HURL, whichever is earlier.

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/SCC). 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 (Refer 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.

ci. 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 (Refer Forms Related to Bid i.e., Section V).
f. Signed, Stamped and Scanned copy of Tender Acceptance Letter & Letter of authorization to submit bid (Refer Forms Related to Bid i.e., Section V).
g. Documents as required in accordance with Eligibility Criteria of NIT.
h. Signed, Stamped and Scanned copy of No deviation Certificate (Refer 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 (Refer 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. (Refer 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. (Refer Forms Related to Bid i.e., Section V).
l. Documents in compliance to Scope of Work and Technical Specifications.
li. 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 NIT 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) / Special Contract Conditions (SCC) 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/Contract Conditions (SPC/SCC).

Price adjustment due to application of the evaluation criteria.

32. Tiebreaker

In case of a tie at the lowest bid (L-1) position between two or more bidders, the provisions of the applicable **GeM Guidelines** shall first be applied for resolution of the tie.

In case the tie is not resolved even after applying the applicable GeM provisions, the following sequence of preference shall be adopted while processing the Letter of Acceptance (LOA)/Purchase 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/SCC).

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 (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.

42. Checklist of documents

Annexure-1 to ITB

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., Clause 6 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.

43. Cartelization

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

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

At the time of submission of Tender, the TENDERER shall submit a declaration stating if the TENDERER or any employee of the TENDERER or any person acting on behalf of the TENDERER, either directly or indirectly, is a relative of any of the employees of HURL, or, if any relative of an employee of HURL has financial interest / stake in the TENDERER, the same

shall be disclosed by the TENDERER at the time of filing the tender. The TENDERER shall declare that they will not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HURL.

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

44. HURL right to assess the capabilities and capacity of Bidder

HURL reserves the right to assess the capabilities and capacity of the Bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of HURL.

HINDUSTAN URVARAK & RASAYAN LIMITED

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

Section - II

General Contract Conditions (GCC)

1. Definitions & Terminology

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

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

"Contract" means the Contract Agreement entered into between the Owner and the Contractor, together with the Contract Documents referred to therein; they shall constitute the Contract, and the term "the Contract" shall in all such documents be construed accordingly.

"Contract Documents" mean the following documents that constitute the Contract between the Employer and the Contractor:

i. The Contract Agreement along with its appendices
ii. Letter of Award/Service Purchase Order along with its appendices including agreed variations annexed.
iii. Amendment to Tender/Bidding Documents
iv. Special Conditions of Contract
v. Technical Specifications
vi. General Conditions of Contract
vii. The Bid and Bill of Quantities submitted by the Contractor
viii. Instructions to Bidders

"GCC" means the General Conditions of Contract hereof.

"SCC" means the Special Conditions of Contract.

"Day" means calendar day of the Gregorian Calendar.

"Week" means a continuous period of seven (7) calendar days.

"Month" means calendar month of the Gregorian Calendar.

"Completion" means the fulfilment of the Services by the Contractor in accordance with the terms and conditions set forth in the Contract.

"Contractor" shall mean the successful Sole Bidder or Consortium whose bid has been accepted by the OWNER and who has been selected by the OWNER for the award of Works and shall include his heirs, legal representatives, successors and permitted assigns.

"Contract Price" means the price to be paid for the performance of the Services, exclusive of GST.

Effective Date means the date on which this Contract comes into force pursuant to GCC Clause 15.

Foreign Currency means any currency other than the currency of the Owner's country.

"Local Currency" means the currency of the Government of India.

"Government" means the Government of the Owner's country i.e. INDIA.

Party means the Owner or the Contractor, as the case may be, and **"Parties"** means both of them. Third party means any party other than Owner and Contractor.

Personnel means professionals and support staff provided by the Contractor or by any Sub-Contractor and assigned to perform the Services or any part thereof;

"Funds" means any funds allocated to the Owner under Company budget, or loan, grants and credits placed at the disposal of the Owner**.**

Services means the work to be performed by the Contractor pursuant to this Contract

Sub-Contractor means any person or entity to whom/which part of the Services is sub-consulted.

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

"Bill of Quantity" shall mean the priced and completed Bill of Quantity (BOQ) forming the part of the bid or such Bill of Quantity (BOQ) forming the part of the Contract, as the case may be, with amendments, if any, thereto.

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

2. Order of The Precedence of The Documents

Subject to order of precedence listed below, all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

The order of precedence of documents shall be as under:

a. Contract Agreement and the Appendices
b. Purchase Order/Service Order along with its annexures.
c. Amendment to Bidding Documents
ci. Special Conditions of Contract
e. Technical Specifications including Scope of Work
f. General Contract Conditions
g. The Bid and BOQ submitted by the Supplier
h. Instructions to bidders

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

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

Any error in description, quantity or rate in Bill of Quantity (BOQ) or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Works comprised therein according to drawings and specifications or from any of his obligations under the Contract.

3. Singular and Plural

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

4. Headings

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

Heading and marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.

5. Governing Language

The Contract shall be written in English. All correspondences and documents relating to the Contract shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language, as long as such literature is accompanied by a translation of its pertinent passages in English language in which case, for purposes of interpretation, the translation shall govern.

The English Translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate. Further, translation shall be authenticated by the Indian Consulate located in the Country where the documents have been issued or the Embassy of that Country in India.

The Contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6. 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, unless otherwise stated in the SCC/SPC.

7. Communications and 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.

8. Limitation of Liability

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

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

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.

9. Assignment

Neither the Owner nor the Contractor shall assign, in whole or in part, their obligations under this Contract; except with prior written approval of the Owner.

10. Authorized Representatives

Engineer-in-Charge

If the Engineer-in-Charge is not named in the Contract, then within fourteen (14) days of the Effective Date, the Owner shall appoint and notify the Contractor in writing of the name of the Engineer-in-Charge. The Owner may from time to time appoint some other person as the Engineer-in-Charge in place of the person previously so appointed, and shall give a notice of the name of such other person to the Contractor without delay. The Owner shall take reasonable care to see that no such appointment is made at such a time or in such a manner as to impede the progress of work. The Engineer-in-Charge shall represent and act for the Owner at all times during the currency of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Engineer-in-Charge, except as herein otherwise provided. All notices, instructions, information and other communications given by the Contractor to the Owner under the Contract shall be given to the Engineer-in-Charge, except as herein otherwise provided.

11. Contractor's Authorised Representative

Contractor's Representative

If the Contractor's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Contractor shall appoint the Contractor's Representative and shall request the Owner in writing to approve the person so appointed. If the Owner makes no objection to the appointment within fourteen (14) days, the Contractor's Representative shall be deemed to have been approved. If the Owner objects to the appointment within fourteen (14) days giving the reason therefore, then the Contractor shall appoint a replacement within fourteen (14) days of such objection, and the foregoing provisions of this GCC Clause shall apply thereto.

The Contractor's Representative shall represent and act for the Contractor at all times during the currency of the Contract and shall give to the Engineer-in-Charge all the Contractor's notices, instructions, information and all other communications under the Contract.

All notices, instructions, information and all other communications given by the Owner or the Engineer-in-Charge to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided.

The Contractor shall not revoke the appointment of the Contractor's Representative without the Owner's prior written consent, which shall not be unreasonably withheld. If the Owner consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out in above GCC Clause.

The Contractor's Representative may, subject to the approval of the Owner (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Contractor's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Owner and the Engineer-in-Charge.

Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with the above GCC Clause shall be deemed to be an act or exercise by the Contractor's Representative.

12. Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Owner and the Contractor. The Contractor, subject to this Contract, has complete charge of Personnel and Sub-Contractors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

13. Location

The Services shall be performed at such locations as are specified in the Contract and, where the location of a Special task is not so specified, at such locations as the Owner may approve.

14. Taxes & Duties

Contractor, shall bear all tax liabilities, duties, Govt. levies etc. on account of payments made under this Contract. It shall be the responsibility of the Contractor to submit to the concerned Indian authorities the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

It shall be incumbent upon the Contractor to obtain a registration certificate as a dealer under GST Law, and other law(s) relating to levy of tax, duty, cess etc. and necessary evidence to this effect shall be furnished by the Contractor to the Owner.

The Contract Price (of both domestic and foreign Contractor) shall also be exclusive of GST applicable on services as per the rates prevailing as on seven (7) days prior to the date of Techno-Commercial bid opening. In case the Contractor is from outside India, who does not have any fixed establishment or permanent address in India, the GST shall be paid to the concerned Tax Authorities in India by the Owner and the same shall be recovered/ deducted from the Contractor.

In case of any variation in the rate of GST during the period of Contract, an equitable amount shall be paid/ recovered from the Contractor to fully take into account any such change.

If a new tax, duty or levy is imposed or any rates of tax are increased or decreased under statute or law in India after the date seven (7) days prior to date of Techno-Commercial bid opening and the Contractor becomes liable there under to pay and actually pays the said new tax, duty or levy for Bonafede use on the work contracted, the same shall be reimbursed/recovered to the Contractor.

As regards Income Tax, Surcharge on Income Tax and other Corporate Taxes, including Cess wherever applicable, the Contractor shall be responsible for such payments to the concerned authorities.

The Owner shall be entitled to make necessary tax deductions at source as per the prevalent laws. The Contractor shall be required to submit the PAN details before the submission of the first bill/invoice under the Contract.

1. Finance Act 2025 has brought amendments in existing TDS/TCS Sections and has introduced new Sections 393(1) [Sl. No. 8(ii)] (Deduction of tax at Source on payment of certain sum for purchase of goods). HURL, being Buyer (under Section 393(1) [Sl. No. 8(ii)] inserted in the Income Tax Act, 2025 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 393(1) [Sl. No.8 (ii)], 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. The above is as per the current statute and is subject to modification(s) based on amendments/notifications under Income Tax Act 2025, from time to time. Income Tax TDS, as applicable at the prevailing rate on the gross amount billed shall be deducted from the contractor's bills limit of filing return of income under sub-section (1) of section 139 has expired to avoid deduction of tax (TDS) at the higher rate. In case the Contractor is from outside India, it shall be required to either furnish (i) The certificate from Indian Tax Authority or (ii) Ruling from "the Authority for Advance Ruling (AAR)" determining the applicable rate of Income Tax in India before release of first payment. The Contractor shall himself be informed of all the applicable laws, notifications, rules, circulars and other communications of the State or Central or other authorities with regard to levy of any tax, duty, cess, levy or fee etc, which in any manner may impinge upon him in performance of any obligations/responsibilities under or arising out of the Contract.Further in case of foreign Contractor, certain benefits of Income Tax may be available to him in his country under Double Taxation Avoidance Agreement (DTAA). While quoting for the assignment, the foreign Contractors are required to consider such benefits in their proposal.

15. Effectiveness of Contract

The Contract shall come into force and effect on the date, called the “Effective Date”, of the Owner’s notice to the Contractor instructing the Contractor to commence carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, as specified in the SCC have been met or as mentioned elsewhere in the tender document.

16. Effective Date

The date the Contract comes into effect shall be as specified in the SCC.

17. Commencement of Services

The Contractor shall commence carrying out the Services not later than the number of days after the Effective Date as specified in the SCC.

18. Modifications or Changes or Amendment

No Modifications or changes or 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 Contractor.

19. Contract Price

The Contract price, other than GST, shall remain FIRM throughout the contract period and will be NOT be subject to adjustment for price escalation during the performance of the Contract until unless specified otherwise in the SCC/SPC.

20. 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.

21. Standard of Performance

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

22. Conflict of Interests

The Contractor shall hold the Owner's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

23. Confidentiality

The Owner and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the Owner to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this clause of GCC/GPC.

24. Liability of the Contractor

The Contractor, shall be, liable to and required to indemnify, the Owner as stated under for due performance of the Contract.

The Contractor shall indemnify the Owner from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Owner during or in connection with the Services by reason of:

(a) Infringement or alleged infringement by the Contractor of any patent or other protected right; or

(b) Plagiarism or alleged plagiarism by the Contractor.

The Contractor shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Contractor out of funds provided or reimbursed by the Owner or used by the Contractor in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.

25. Insurance to be taken out by the Contractor

The Contractor

1. Shall take out and maintain, and shall cause any Sub-Contractors to take out and maintain, at their (or the Sub-Contractors', as the case may be) own cost, but on terms and conditions approved by the Owner, during the performance of the Contract, the insurance against the risks, and for the coverage as specified in the SCC; and
2. At the Owner's request, shall provide evidence to the Owner showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

26. Contractor's Actions Requiring Owner's Prior Approval

The Contractor shall obtain the Owner's prior approval in writing before taking any of the following actions:

(a) Any subcontract relating to the Services to an extent and, with such specialists and entities as may be approved as

(b) Any other action that may be specified in the SCC.

Notwithstanding any approval as above, the Contractor shall remain fully liable for the performance of Services by the Sub-Contractor and its Personnel and retain full responsibility for the Services.

27. Assistance and Exemptions

The Owner shall use its best efforts to ensure the following:

(a) To ensure the accuracy of all information and/or data to be supplied by the Owner to the Contractor necessary for performance of the Contract, except when otherwise expressly stated in the Contract.

(b) Issue to officials, agents and representatives of the Owner all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(c) Provide to the Contractor, Sub-Contractors and Personnel any such other assistance as may be specified in the SCC.

28. Payment Terms

General

In consideration of the Services performed by the Contractor under this Contract, the Owner shall make to the Contractor such payments and in such manner as stated below:

Payments will be made in the currency or currencies in which the Contract Price has been stated in the Contractor's bid i.e., INR.

No payment made by the Owner herein shall be deemed to constitute acceptance of the Services nor relieve the Contractor of any obligations.

Modes of Billing and Payment

All the invoices of payment shall be supported by necessary Documents and submitted in quadruplicate for the certification of Engineer-in-Charge for which he will require a maximum time of fifteen (15) days before the same are submitted for processing the payment of amount admitted.

The Owner shall pay to the Contractor all the admissible payments within thirty (30) days of certification of the Engineer-in-Charge of the amount payable for the services.

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

29. Early Warning

If at any time during performance of the Contract, the Contractor or its Sub-Contractors should encounter events, circumstances conditions that may adversely affect the quality of the work, increase the cost of Services or delay the execution of the Services, the Contractor shall promptly notify the Owner in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor's notice, the Owner shall evaluate the situation, and the Contractor shall cooperate with the Owner in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.

30. Extension of the Intended Completion Date

In the event the Contractor is unable to complete the assignment by the Intended Completion Date it may request the Owner to extend the Intended Completion Date giving reasons. The Owner may extend the Intended Completion Date if the reasons given by the Contractor,

including prior review where necessary, are found acceptable. The Owner shall, however, decide by how much to extend the Intended Completion Date.

31. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

32. 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, 2 abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to items in respect of both direct transactions between the Employer and Supplier.

33. Performance Security

Within thirty (30) days of the receipt of Purchase Order/Service Order from the Employer, the contractor shall furnish the Contract Performance Guarantee (CPG), if applicable, for the due performance of the Contract having the value as mentioned in SCC/SPC of the Contract Price with an initial validity up to ninety (90) days beyond the completion date for work plus defect liability period (if any), for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer as mentioned below.

CPG may be submitted in any of the following forms:

- Bank guarantee issued/confirmed from any of the commercial bank in India.
- Account payee demand draft.
- Online payment through NEFT/RTGS.

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.

No interest shall be payable by the Employer to the Contractor against the Security Deposit furnished.

Performance Security shall be returned after Certification of completion of work by EIC. However, the contractor will have to apply in writing, for refund of the same

34. Force Majeure

Neither CONTRACTOR nor OWNER shall be considered in default in the performance of their obligations under CONTRACT, as long as such performance is prevented or delayed for reasons such as, including but not limited to, whether similar of dissimilar, acts of God, earthquake, tidal

wave, tsunami, hurricane, storm, typhoon or cyclone (except monsoon), floods, lightening, land slide, fire or explosions, plague or epidemic, strikes of a whole National category of workers and concerted act of workmen or other industrial disturbances (lasting more than 7 consecutive calendar DAYs), lockouts (lasting more than 7 consecutive calendar DAYs), sabotage, blockade, war, riots, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, terrorist acts, insurrection or military or usurped power of confiscation or trade embargoes or destruction or requisition by order of any Government or any Public Authority or for reasons or cause beyond the reasonable control of the affected party provided notice of any such cause is given forthwith and in any event not later than one week (7) DAYs of the happening of the event by the party claiming the benefit of this Clause to the other specifying the matter constituting FORCE MAJEURE explaining to what extent contractual obligations will thereby be prevented or delayed and the further period for which it is estimated that such prevention or delay will continue. CONTRACTOR shall provide justificatory documents countersigned by the local Chamber of Commerce. Notwithstanding the forgoing, FORCE MAJEURE shall not include

(a) weather conditions reasonably to be expected for the climate in the geographic area of the SITE including but not limited to the monsoon season.

(b) the occurrence of any manpower or material shortages unless such a shortage is itself caused by an event of force majeure, or (c) any delay, default or failure (direct or indirect) in obtaining materials, or in any SUB-CONTRACTOR/VENDOR or worker performing any WORK or any other delay, default or failure (financial or otherwise) attributable to SUB-CONTRACTOR/Vendor/worker, unless such delay, default or failure results from any act, event or condition which would, with respect to such SUBCONTRACTOR/ VENDOR/ worker, constitute an event of force majeure.

If the CONTRACTOR suffers delay in the due execution of the contractual obligations due to delays caused by force majeure as defined above, the agreed time of completion of job covered by this CONTRACT or the obligation of the CONTRACTOR shall be extended by a period of time on account of force majeure conditions, provided that on the occurrence of any such contingency, the CONTRACTOR shall within 30 days reports to the OWNER in writing, the cause of delay and likely duration of cause of delay with requisite documentary evidence.

Should one or both the parties be prevented from fulfilling the contractual obligations by a state of FORCE MAJEURE lasting continuously for a period of 6 weeks, the two parties shall consult each other regarding the future implementation of the CONTRACT. The mere shortage of labour, materials or utilities shall not constitute FORCE MAJEURE unless caused by circumstances which are themselves FORCE MAJEURE.

CONTRACTOR and OWNER shall endeavor to prevent, overcome or remove the causes of FORCE MAJEURE.

No ground for exemption can be invoked if CONTRACTOR has failed to give timely notice by registered letter and subsequently supported it by documentary evidence.

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

(a) Constitute a default or breach of the CONTRACT,

Or

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

Force Majeure is no one's fault; therefore, each party should bear its own cost and a provision to terminate the CONTRACT in case of Force Majeure extending beyond six (06) month is provided. Should OWNER wish the CONTRACTOR to continue further, both parties may sit together and mutually agree on the future course failing which Parties will have the right to terminate.

Such termination shall not be considered as Termination for Owner's Convenience. However, outstanding invoices, payment for supplies made and payment to the work already performed will be paid by OWNER on such termination and shall be detailed at the time of CONTRACT finalisation. CONTRACTOR shall have the right to act to mitigate the impact of the prolonged Force Majeure event in mutual consent with Owner.

FORCE MAJEURE shall not apply to any obligation of the OWNER to make payments to the CONTRACTOR under the contract.

35. 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

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

36. Measures to be Taken on Force Majeure

A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor, upon instructions by the Owner, shall either:

(a) Demobilize, in which case the Contractor shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Owner, in reactivating the Services; or

Continue with the Services to the extent possible, in which case the Contractor shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

37. Suspension

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

(i) On account of any default on part of the Contractor;

or

(ii) For proper execution of the Works or part thereof for reasons other than the default on the part of the Contractor;

or

(iii) For safety of the Works or part thereof, for reasons other than those attributable to the Contractor.

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

The time for completion of the WORKS will be extended for a period equal to the duration of the suspension. The Contractor shall not be eligible for any other compensation whatsoever for such suspension, except as otherwise provided herein under.

If such suspension of WORK by OWNER delays or is likely to delay the progress of WORK or the carrying out of WORK under CONTRACT resulting in additional expenses or increased liability to CONTRACTOR, the OWNER shall pay to the CONTRACTOR all reasonable expenses, mutually agreed between OWNER and CONTRACTOR, arising from suspension of the work by an order in writing of the OWNER provided that such suspensions of work is more than a cumulative period of ninety (90) days and provided that such suspension is not due to some fault on the part of the CONTRACTOR or a SUBCONTRACTOR.

38. Termination for Default

The Owner or the Contractor, without prejudice to any other remedy for breach of Contract, by notice of default sent to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of contract. In such an occurrence one party shall give not less than thirty (30) days' written notice of termination to the other party.

Fundamental breaches of the Contract shall include but shall not be limited to, the following:

(a) If the Contractor fails to remedy a failure in the performance of their obligations hereunder, within thirty (**30**) days of receipt of such notice of suspension or within such further period as the Owner may have subsequently approved in writing;

(b) If the Contractor submits to the Owner a statement which has a material effect on the rights, obligations or interests of the Owner and which the Contractor knows to be false;

(c) if the Contractor, in the judgement of the Owner has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Sub-Clause:

"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.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Owner and includes collusive practice among Contractors (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition.

39. Termination for Insolvency

The Owner and the Contractor may at any time terminate the Contract by giving notice to the other party if:

(a) The Owner becomes bankrupt or otherwise insolvent;

(b) The Contractor becomes (or, if the Contractor consist of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or

In such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.

40. Termination for Convenience

The Owner, by notice sent to the Contractor, may in its sole discretion and for any reason whatsoever, terminates the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Owner’s convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

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.

41. Termination because of Force Majeure

The Owner and the Contractor may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

42. Cessation of Services

Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clauses 39 to 41, the Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

43. Disputes about Events of Termination

If either Party disputes whether an event specified in GCC Clause 39, 40 or 41 has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 45, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC Clause 45.

44. Payment upon Termination

Upon termination of this Contract pursuant to GCC Clauses to 39 to 41, the Owner shall make the payments to the Contractor for Services satisfactorily performed prior to the effective date of termination.

45. 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 Nation 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.

46. 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.

47. Risk purchase

In the event Contractor fails to execute the services in scheduled completion period, HURL reserves the right to get the job executed from any other source at the Contractors risk and cost and the difference in cost shall be borne by the Contractor.

Further, HURL shall retain the right of forfeiture of Performance Security and or any other action as deemed fit.

48. Liquidated Damage (LD) for Delay

If the Contractor fails to complete the Work on or before the scheduled or extended date of completion, he shall, without prejudice to any other right or remedy of the Owner, arising out of the Contract on account of such delay, be liable for payment of liquidated damages @ ½ percent per week or parts there of as certified by EIC, not as penalty, on the Contract Value of the Work for every week that the progress remains below the required progress or that the Work remains incomplete subject to a maximum of 5% of the Contract Value.

In case of amendment in the contract value, the limiting value of the Liquidated damages shall be 5% of the amended Contract Value.

The amount of Compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Owner.

49. Subcontracting

In case of sub contract orders, credential as sub-contractor for PQC mentioned in NIT, shall be considered only when such work orders for sub contract have been issued with approval or written permission of end user/owner/consultant of the owner of the contract from the scope of work of which contractor under the contract has sub contracted a part of or entire work under such work order. In this regard, the bidder has to submit a certificate from the end user/owner/consultant of the owner stating that the main contractor has intimated them about the engagement of sub contracting OR have been allowed/ permitted as a sub-contractor. Based on such Sub contracted portion of the job actually executed by the bidder as subcontractor, PQC evaluation shall be done i.e. In case only part job is subcontracted, similar job & executed value etc. for the part job only shall be considered for PQC and not the full job. Work completion date shall be considered for deciding the period of work experience

50. Integrity Pact

The Integrity Pact envisages an agreement between the prospective vendors/ bidders and the buyer, not to resort to any corrupt practices in any aspect/ stage of the contract.

Integrity Pact is applicable for all the tender with cost estimate more than Rs 1.00 Crore.

Bidders are mandatorily required to submit the duly-filled in, signed and stamped Integrity Pact as per Integrity Pact Format along with their offer.

Only those vendors / bidders, who commit to such a pact with the buyer, would be competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. Any violation of IP would entail disqualification of the bidders and exclusion from future business dealings.

In case of complaint/ representations on compliance of the provisions of the Integrity Pact by any person/agency, the complaint/representation can be lodged by the aggrieved party with the IEM(s) for his examination.

The details of IEMs are as follows:

1. Shri Javeed Ahmad,

M-1101, Shalimar Gallant Apartment,

Vigyanpuri Mahanagar, Lucknow-226006

E-mail: javeed60@yahoo.com

2. Shri Sarit Jafa,

A-33 Hillview Apartments,

Vasant Vihar,

New Delhi - 110057

E-mail: saritjafa@gmail.com

Bidders may kindly refer to HURL Website: https://hurl. net.in> Tender> Integrity Pact, for updated list of lEMs

HINDUSTAN URVARAK & RASAYAN LIMITED

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

Section - III

Special Contract Conditions (SCC)

1. Bid Validity

Bids shall remain valid for 90 days after the bid closing date. A bid valid for a shorter period will be considered as non-responsive and be liable to be rejected.

2. Date of Start of Contract

To be intimated after award of contract.

3. Contract Period

Contract Period shall be for "One Year" from the date of start of the contract. The contract period may be extended up to six (06) months if it is felt necessary with same terms and conditions and will be the sole discretion of HURL.

4. Contract Price Variation

The price will remain firm during the contract period and no escalation, on any account, shall be payable.

Minimum wages shall be in view of the notification issued by Central Govt., from time to time. This condition shall supersede any other clause of minimum wage mentioned anywhere in the tender document.

The rate stated in the schedule of rates shall not be subject to variation on any account whatsoever, other than new taxes, duties, levies, charges and variation in minimum wages.

1. Increase in minimum Wages means: Any Increase in minimum wages of workers and corresponding increase in statutory components of wages due to coming into force by any fresh law or notification issued by Central Government or wage increase arising out of a Court Order direction of the Corporation to pay higher wages.
2. Any increase in minimum wages after stipulated date of price bid submission shall be payable from the effective date mentioned in the notification as defined in (a) above up to contractual completion period including justifiable extension. If any. Any increase in minimum wages beyond justifiable extension period is to be borne by the contractor. The amount becoming due after contractual completion will be reimbursed only after approval of time extension, however, contractor has to ensure that payment to workers is made as soon as it becomes due as per labour payment schedule.
3. There shall be no service charge/ profit component payable to the contactor on amount of differential amount reimbursed to the Contractor towards increase in minimum wages.
4. The additional impact of taxes to be paid by the contractor to the authorities on account of increase in minimum wages will be reimbursed by HURL.
5. No Variation of price will be there for SOR rates throughout the contract period.

5. Insurance

The contractor shall take all safety majors to work in Plant area at his own cost. In case non-compliance of instruction, suitable penalty may be levied. For the same the contractor shall take insurance cover for the personals deputed.

6. Performance Security

Performance security to be submitted by the bidder which will be 5% of total order value including GST.

Duration of performance security will be for a period of "***contract period + defect liability period + 06 month"***.

Performance security may be submitted in the following form:

1. E-Bank guarantee issued/confirmed from any of the commercial bank in India (Physical BG not acceptable).
2. Account payee demand draft.
3. Online payment through NEFT/RTGS.

7. Payment Terms

The Owner shall pay to the Contractor all the admissible payments on monthly basis for actual operated quantity within thirty (30) days of certification of the Engineer-in-Charge of the amount payable for the services.

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.

8. Liquidated Damage

In the event of Supplier's failure to deliver the material / services or fails to perform the incidental Works/ Services of acceptable quality within the stipulated delivery period, the liquidated damages are payable by the Supplier / Contractor @ ½% percent of the delivered

price of the delayed material / Services and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 5% of the delayed materials / Services' or incidental Works/ Services' contract price(s). However, the total liability of the Supplier / Contractor under this clause shall not exceed 5% of the Total Contract value as awarded.

Note: LD is to be levied on Contract value excluding GST.

9. Pre-Employment Medical Examination (PME)

Medical health checkup is mandatory for all workers engaged in the contract before deployment. Test shall be done as per U.P factories Rules 1950. (Section 63- I).

The contractor shall ensure following medical tests on annual basis:

1. **For Drivers/Confined Space Workers:**
    1. Blood (CBC, ESR, Blood Sugar (Random), Blood Group, Rh Type)
    2. Chest (Chest X-Ray (P. A. View)
    3. Urine (Routine Examination)
    4. Additional Tests (Audiometric, Spirometry, Vision Test & Color Vision)
2. **For Normal Workers:**
    1. Blood (CBC, ESR, Blood Sugar (Random), Blood Group, Rh Type)
    2. Chest (Chest X-Ray (P. A. View)
    3. Urine (Routine Examination)
    4. Additional Tests (Vision Test)
3. **For Canteen Workers:**
    1. Blood (CBC, ESR, Blood Sugar (Random), Blood Group, Rh Type)
    2. Chest (Chest X-Ray (P. A. View)
    3. Urine (Routine Examination, Stool Test)
    4. Additional Tests (Vision Test)

10. Penalty

1. The Contractor shall disburse salary to its deployed manpower inclusive of DA, if any, latest by 7th of every month, failing which penalty of Rs.500/- per day will be imposed up to 15th of the month and the contract shall liable to be terminated. In case the Contractor fails to make the payments by the stipulated date and time, the Contract is liable to be terminated and the Contractor is liable to be blacklisted and Security Deposit / Performance Bank Guarantee submitted by the Contractor shall be forfeited and Bank guarantee will be encased. Further, the payments due to the agency shall also be forfeited in case the Contractor fails to make payments. Under such circumstances, as per GCC clause 47 HURL will have the power to appoint any other agency for the manpower services at the risk and cost of the Contractor.
2. Whenever and wherever it is found that the assigned work is not performed up to the entire satisfaction of the Client, especially under the supervision of the Contractor's Supervisor, it will be brought to the notice of Contractor by the Client and if no action is taken immediately, penalty of Rs.500/- per day per complaint will be imposed by invoking penalty clause.
3. The Contractor has to maintain adequate manpower as per this contract and arrange a pool of standby manpower / supervisor. If the required number of manpower/ supervisors are less than specified number as mentioned in the contract, a penalty of Rs.500/- per absentee per

day shall be deducted from the bill(s) subject to maximum of 50% of the monthly salary of the absent manpower and the penalty will be recovered from the monthly invoice of the contractor.

4. In case the Contractor fails to fulfil the minimum statutory requirements (ESIC/EPF) as per the conditions of the bid document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the Client, in addition to forfeiting of the monthly bills and Performance Security Deposit.
5. In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the Client shall make deductions at double the rate of hiring rate on prorate basis from the bills preferred by the Vendor or that may become due to the Vendor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Client.
6. In case contractor default to follow the safety rule or violation for the same; penalty of Rs. 500/- per violation is deducted from the running account.
7. In case contractor-deployed workmen involve any forgery case or collection of any unauthorized amount from the deployed manpower; the involved manpower is immediately removed from the contract and Rs. 5000/- shall be deducted from the running account or as per case as deemed fit. Being the contract period of one year, the contractor should provide the statutory benefits like leave, holiday, and PF, Insurance, Medical, Tea and uniform facilities to the workers.

11. Other Terms & Conditions

- The work should be carried out as per the direction of EIC. Discrepancy, if any, the decision of EIC is binding to the contractor. The contractor or his authorized representatives shall attend HURL Office on daily basis for receiving the instructions.
- HURL reserves the right to increase or decrease the number of personals deputed as per the provisions of variation of contract.

HINDUSTAN URVARAK & RASAYAN LIMITED

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

Section - IV

Technical Specification and Scope of Work

Sr. No.	Item Description	UOM	Qty
1.	Secretarial Services BUH	NO	12
2.	Support Services BUH	NO	12
3.	Associate-HR	NO	12
4.	Office Assistant-HR	NO	12
5.	Associate-HR	NO	12
6.	Office Assistant-HR	NO	12
7.	Duty Doctor	NO	12
8.	Duty Doctor-AFIH	NO	12
9.	Pharmacist-OHC	NO	12
10.	Staff Nurses	NO	12
11.	Staff Nurses	NO	12
12.	Staff Nurses	NO	12
13.	Associate-HR	NO	12
14.	Associate-CER	NO	12
15.	Associate-CER	NO	12
16.	Associate-Estate Office	NO	12
17.	Technical Resource-Civil	NO	12
18.	Office Attendant-Civil	NO	12
19.	Technical Resource-Safety	NO	12
20.	Technical Resource-Mech	NO	12
21.	Office Resource-Technical	NO	12
22.	C&M Resource Executive	NO	12
23.	Office Assistant-Store	NO	12
24.	Office Attendant-HR	NO	12
25.	Office Attendant-C&M	NO	12
26.	Technical Resource-IT	NO	12
27.	Technical Resource-IT	NO	12
28.	Technical Resource-IT	NO	12
29.	Supervisor-Dispatch & Plan	NO	12
30.	Supervisor-Dispatch & Plan	NO	12
31.	Supervisor-Dispatch & Plan	NO	12
32.	Supervisor-Dispatch & Plan	NO	12
33.	Supervisor-Dispatch & Plan	NO	12
34.	Supervisor-Dispatch & Plan	NO	12
35.	Support Services -Dispatch & Plan	NO	12
36.	Support Services -Dispatch & Plan	NO	12
37.	Office Assistant-Weigh Bridge / Material Gate	NO	12
38.	Office Assistant-Weigh Bridge / Material Gate	NO	12
39.	Office Assistant-Weigh Bridge / Material Gate	NO	12
40.	Office Assistant-Weigh Bridge / Material Gate	NO	12
41.	Office Assistant-Weigh Bridge / Material Gate	NO	12
42.	Office Assistant-Weigh Bridge / Material Gate	NO	12
43.	Office Assistant-Weigh Bridge / Material Gate	NO	12
44.	Office Attendant-Maintenance	NO	12
45.	Office Attendant-Production	NO	12

46.	Mill Wright Fitter-Mech	NO	12
47.	Mill Wright Fitter-Mech	NO	12
48.	Mill Wright Fitter-Mech	NO	12
49.	Mill Wright Fitter-Mech	NO	12
50.	Mill Wright Fitter-Mech	NO	12

Scope of Work:

1. The scope of work shall be supply of suitably qualified and competent executive and non-executive manpower to HURL, GKP who can perform works in the field of Secretarial Services, HR & Admin, Contracts & Purchase, Stores, CSR, safety, IT, Doctor, Pharmacists and office attendant and data entry operator.
2. The education level / criteria and work experience of Executive / Non – Executive deployed / deploying outsource manpower shall be decided by HURL, GKP as per the Job profile / Job specification / Job requirement.
3. Contractor shall depute to client Associate(s) based on job description and other specifications as per instruction of Engineer-In Charge. the person shall be taken on rolls of contractor and for all legal purposes they shall be considered as employees of contractor only.
4. The contractor shall also assist HURL, GKP in selection process of associates as and when required.
5. At present the requirement of 50 Associates per month is envisaged. However, the quantity of manpower to be deployed by the Agency may increase or decrease.
6. The service charges quoted by the Contractor shall remain firm and unchanged throughout the duration of the contract. However, the contractor shall be entitled to reimbursement for any statutory increase in the wage, PF etc to be notified by the Government from time to time. In case of any notification / circular by the appropriate authority for statutory revision, the Contractor shall notify the Company within 15 days and claim the difference in the next bill and provide proof of payment at the notified rate to his employees associated with HURL GKP.
7. The CTC/Take Home Salary of associates shall be intimated by HURL, GKP to the successful bidder as and when required and payment shall be made on monthly basis based on CTC + Service Charges accordingly.
8. The Company shall have the right to withhold reasonable sums from the amounts payable to the contractor under this contract or the security.
9. The staff deployed will bear good conduct and physically fit for the work.
10. The contractor shall maintain proper records of his employee's attendance, wage etc. besides other payment made to them from time to time. The Contractor shall maintain regular and proper books of accounts and other records, document, etc. supported by the vouchers so that the same may be available for inspection by any authorized person.
11. The engineer in charge shall be the sole authority to decide and judge the quality of the service rendered by the Contractor. The Contractor shall maintain good standard of services as indicated. The performance of the contractor will be reviewed on time to time and in case the services are not found up to the mark the contract will be terminated even before the expiry of contract period by giving one month's notice.

12. The contractor shall not engage any person less than 18 years of age and shall not pay less than what is prescribed under law and agreed in the Contract.
13. The contractor shall provide appointment letters and I Card of all deployed workers along with the first month's bill. Additionally, with the final month's bill, the contractor must submit experience certificates and No Objection Certificates (NOC) for all employees.
14. HURL shall have the right to terminate the contract by giving 30 days' notice during the contract period in case of non-performance.
15. In case of any default for more than three days in respect of providing the services in accordance with the requirements specified by the EIC, the Company will have the right to obtain services from other source at the cost of the contractor or terminate the contract and forfeit his security deposit etc.
16. No part of the contract or any share of interest therein shall in any manner or degree is transferred/assigned or sublet by the contractor directly or indirectly to any person, firm, or corporation whatsoever.
17. All the persons of the contractor entering the work premises for providing service as per the contractual obligation shall be properly and neatly dressed.
18. In case, the Company considers presence of any of the persons of the contractor undesirable for whatever reason including integrity, conduct, incompetence, 24 hours' notice will be given by the Company to the contractor. On receipt of the notice, such person will not be reemployed without express and written authorization of the Company.
19. The contractor shall be responsible for efficient and effective services in all activities contracted out herein.
20. The contractor shall be responsible for the proper behaviour of the persons engaged by him and exercise control over them. He shall also be bound to prohibit and prevent his employees from taking any direct or indirect interest and or support, assist, maintain or help any persons or persons engaged in any anti-social activities, demonstrations, riots or agitation, which may in any way be detrimental or prejudicial to the interest of the company, community or the proprietors, occupiers of land/properties in the neighbourhood. In the event of any such action by his person or persons, the contractor shall be fully and exclusively responsible thereof and shall keep the company harmless and indemnified from any consequential claims, actions, suits proceedings, losses, or damage on any ground whatsoever.
21. The EIC shall have the power to alter the scope of the service in quantum as per the exigency of work. The contractor shall accordingly provide service as may be required by the Company on giving a notice of two days.
22. The final payment will be made only after satisfactory completion of the work. However monthly bill shall be paid on certifications from EIC.
23. The company shall not provide any transportation of persons to work - site or back and shall have no other liabilities whatsoever. However, this will be contractor's responsibility to provide above facilities to the persons engaged under the contract.
24. The Contractor shall also maintain and update all the statutory records and file statutory returns as required under various labour laws and intimate all the changes in the Contractor's representatives from time to time to the statutory authorities.
25. The Contractor shall discharge obligations as provided under various statutory enactment & comply with all statutes/rules/regulations including but not restricted to the following Acts and regulations with regard to the Contractor's representatives.

a. Contract Labour Regulation and Abolition Act, 1970:

b. Minimum Wages Act, 1948 (Central)

c. Payment of Wages Act, 1936

d. ESIC Act, 1948

e. EPF Act, 1952

f. Workmen Compensation Act 1923

g. The Payment of Bonus Act 1965.

h. Maternity Benefit Act 1961

i. Any other laws, as applicable.

26. Contractor shall comply with the requirements of all applicable enactments to the extent as may be applicable and keep the other indemnified at all times from all consequences whatsoever on account of non-compliance of the same.

27. It is the sole responsibility of the Contractor to deposit the statutory payments with the statutory authorities within prescribed time and submit the challans/receipts evidencing the said deposits for the Contractor's representatives working in the company's premises. In default of the above, the company is entitled to set off and adjust such amount/s towards any dues to be payable to the Contractor for his services without affecting its other rights under contract or in law or equity.

28. The contractor is responsible for obtaining the labour license under the provisions of the Contract Labour (R&A) Act, 1970.

29. The contractor is liable to abide by all necessary licenses/permissions from the concerned authorities as provided under the various labour legislations.

30. The Contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month.

31. The Deputed personnel shall always remain the employee of the Contractor and the contractor shall be solely be responsible and indemnify HURL, GKP against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.

32. The contractor shall indemnify HURL, GKP against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.

33. The contractor shall ensure regular and effective supervision and control of the personnel, deployed by him and gives suitable direction for undertaking the contractual obligations.

34. The contractor is required to maintain registers and records as required under different laws.

35. The Contractor shall ensure to obtain a Workmen's Compensation Insurance policy covering the risks of accident at the work place and injury sustained out of and in course of and out of employment in respect of personnel deployed by the contractor as per Workmen's Compensation Act, 1923 and rules framed there under.

36. The Contractor will deploy adequate/ requisite number of experienced personnel to discharge the contractual obligations effectively.

37. Duty / working time shall be for 8 hours; however, the time taken for lunch / dinner / breakfast or break for rest will be extra apart from the duty / working hours and will be decided by the Officer In charge and can be change looking to job profile / assigned task / business exigency. working / duty timings shall be as decided by the EIC.

38. Salary of the contract manpower drawing salary / wages more than minimum wages as defined under Minimum Wages Act 1948 (Central) will be decided and defined by HURL, GKP.

39. The contractor will be responsible for medical check-up of all deputed employees once in every year on its own cost. List of test Blood (CBC, ESR, Blood Sugar (Random), Blood Group, Rh Type), Chest (CHEST -X -RAY (P. A VIEW), Urine (Routine Examination), Additional Tests (Vision Test).

40. Before deploying of outsource manpower in HURL, GKP the contractor shall ensure police verification of deploying outsource manpower from concern police station by its own cost. Copy of police verification report of outsource manpower should be submitted by the contractor to HURL, GKP before deployment.

41. In case of negative police verification report of the prospective outsource manpower, contractor will not depute him/her in HURL, GKP on any circumstance, and intimation of the same should be provided along with the copy of police verification report to the OIC.

42. The contractor shall provide ID cards to the every outsource employees by its own cost. The design of the ID card will be given / approved by HURL, GKP.

43. The contractor has to ensure that payment of monthly wages is paid in the respective Bank Account of Associates on or before 7th of every month. The contractor shall ensure distribution of latest salary slip to associates by 10th of every month.

44. The contractor has to submit PF, ESIC Challan, forms required under Contract Labour Regulation and Abolition Act, workmen Compensation Insurance Policy or any other supporting required by the officer in charge along with monthly Bill.

45. The contractor should maintain data bank of profiles so that as and when additional / replacement manpower needed by HURL, GKP contractor should be in the position to provide profiles as per the requirement and facilitate to conduct interview for requirement of additional / replacement outsource manpower.

46. <u>Employee Insurance</u>

a) Contractor shall provide Mediclaim (medical insurance) coverage of not less than ₹5,00,000 (Rupees Five Lakhs) per annum for each deployed personnel. This Mediclaim policy must also extend coverage to the employee's dependents (spouse, up to two children, and dependent parents).
b) The policy shall cover hospitalization, surgeries, accidents, and major illnesses for both the employee and eligible dependents.
c) Additionally, the contractor shall ensure Accidental Death Insurance coverage of ₹10,00,000 (Rupees Ten Lakhs) per employee.
d) All insurance policies must remain valid throughout the tenure of the employee's deployment.
e) Proof of insurance coverage must be submitted to the client prior to mobilization and renewed annually.

f) Any lapse in coverage will be treated as a breach of contract and may attract penalties or termination. Additionally, those employees not under the coverage of ESIC; contractor shall obtain Employee Compensation Policy at his own cost.
g) copy of all insurance policies specified above have to be submitted along with the first RA bill.

47. Leave policies:

a) Each deployed personnel shall be entitled to 24 days of Leave per calendar year. Subject to the 50% leave encashment.
b) Leave must be approved in advance by the contractor and coordinated with the client to ensure no disruption in operations.
c) Unused leave at the end of the year shall be eligible for encashment of 50% of the remaining balance, based on the employee's basic wage/salary.
d) The contractor shall be responsible for maintaining proper leave records and providing monthly reports to the client upon request.
e) Leave encashment shall be processed at the end of each calendar year or upon separation, whichever is earlier.

48. Payment Terms

a) The contractor has to make payment to the associates on monthly basis with in 1st - 7th of every month.
b) After payment to the Associate the contractor shall submit Invoice along with relevant challans and supporting documents i.e. copy of PF Challan, ESI Challan, attendance sheet / record, salary sheet / record, forms under Contract Labour Regulation and Abolition Act 1970 and proof of disbursement of salary through bank. Payment of monthly invoice to the contractor shall be paid within 15 Days if found in order.

HINDUSTAN URVARAK & RASAYAN LIMITED

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

Section - V

Forms Related to Bid

Annexure – 1

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

Contracts and Materials Department

HURL, Gorakhpur

Sub: Acceptance of Terms & Conditions of Tender

Tender Reference No:

Name of Tender / Work:

Dear Sir,

1. I / We hereby certify that I / we have read the entire terms and conditions of the tender/bid documents (including all documents like ATC, 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.
2. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
3. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
4. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
5. 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)

Annexure – 2

DECLARATION FOR "NO DEVIATION"

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

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

Yours faithfully,

(Signature)

Date: Name & Designation.....

Place: Name of the Company.....

(Seal of Company) .....

Annexure – 3

PROFORMA OF CERTIFICATE

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

Ref. : Date:

To

Contracts and Materials Department

Hindustan Urvarak & Rasayan Limited,

(A JV of CIL, NTPC, IOCL, FCIL & HFCL)

Admin Building, HURL Campus,

PO-HURL Fertilizer Plant,

Gorakhpur-273007

Sub:

Tender Reference 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) .....

Annexure – 4

(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

Contracts and Materials Department

Hindustan Urvarak & Rasayan Limited,

(A JV of CIL, NTPC, IOCL, FCIL & HFCL)

Admin Building, HURL Campus,

PO-HURL Fertilizer Plant,

Gorakhpur-273007

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

Tender Reference 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.

Yours faithfully,

(Signature)

Date: Name & Designation.....

Place: Name of the Company.....

(Seal of Company) .....

Annexure – 5

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)

Tender Reference No.: ……

Bidder's Name and Address:

To,

Contracts and Materials Department

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 fulfil all the requirements in this regard.

Yours faithfully,

(Signature)

Date: Name & Designation.....

Place: Name of the Company.....

(Seal of Company) .....

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

Annexure – 6

DECLARATION REGARDING GST

Bidder's Name and Address:

Subject: Declaration regarding GST

To,

Contracts and Materials Department

HURL, Gorakhpur

A. Applicable GST

Tender Reference No: _____

We hereby declare and confirm that we have considered the following GST while quoting the Price in the BOQ:

Sl. No.	I tem Description	HSN/SAC Code	GST Rate (%)
1.			
2.			
3.			

Note: During Execution of the Contract applicable GST shall be paid/reimbursed by the Employer on submission of (GSTIN) Invoice.

Date……..

Place…….

Signature ……...

Name…….....

Designation…….

Company Seal……

Annexure – 7

DECLARATION REGARDING CARTEL FORMATION

(To be given on Company Letter Head)

Date:

To,

Contracts and Materials Department

HURL, Gorakhpur

Sub: Declaration Regarding Cartel Formation

Tender Reference No:

Name of Tender / Work:

Dear Sir,

I / We hereby undertakes that M/s ……. has not formed any cartel or entered into any agreement with other bidders to manipulate prices or allocate market shares. The Bidder further undertakes that it will not engage in any collusive bidding practices. Any violation of this provision may result in debarment from future bidding processes and other penalties as determined by the Procuring Entity.

Date:

Signature:

Name of authorized signatory:

Official Stamp:

Annexure – 8

(Format for Electronic Payment)

Bidder's Name & Address:

To,

Contracts and Materials Department

HURL, Gorakhpur

Dear Sirs,

We, hereby authorize the Employer to make all our payments through Electronic Fund Transfer System. The details for facilitating the payments are given below:

(TO BE FILLED IN CAPITAL LETTERS)

1. NAME OF THE BENEFICIARY
2. ADDRESS
3. TELEPHONE NO. (WITH STD CODE)
4. BANK PARTICULARS

(A) BANK NAME

(B) BANK TELEPHONE NO. (WITH STD CODE)

(C) BRANCH ADDRESS

(D) BANK FAX NO (WITH STD CODE)

(E) BRANCH CODE

(F) 9 DIGIT MICR CODE OF THE BANK BRANCH (ENCLOSE COPY OF A CANCELLED CHEQUE)

(G) IFSC Code OF THE BANK BRANCH

(H) BANK ACCOUNT NUMBER

(I) BANK ACCOUNT TYPE (TICK ONE)

SAVING	CURRENT	LOAN	CASH CREDIT	OTHERS

(J) IF OTHERS, SPECIFY

5. PERMANENT ACCOUNT NUMBER (PAN)
6. GST IDENTIFICATION NUMBER (GSTIN)
7. E-MAIL ADDRESS FOR INTIMATION REGARDING RELEASE OF PAYMENTS

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/We would not hold the Employer responsible.

Date:

Signature:

Name of authorized signatory:

Official Stamp:

BANK CERTIFICATION:

It is certified that above mentioned beneficiary holds a bank account no. ..... with our branch and the Bank particulars mentioned above are correct.

Date:

Signature:

Name of authorized signatory:

Official Stamp:

Annexure – 9

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:

Contracts and Materials Department

Hindustan Urvarak & Rasayan Limited,

(A JV of CIL, NTPC, IOCL, FCIL & HFCL)

Admin Building, HURL Campus,

PO-HURL Fertilizer Plant,

Gorakhpur-273007

Dear Sirs,

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

As an irrevocable bank guarantee against Bid Security for an amount of … ……..

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

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

This Guarantee shall be irrevocable and shall remain valid 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.

Annexure – 10

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,

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 as per % mentioned in SCC/SPC 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.

Annexure – 11

BANK GUARANTEE VERFICATION CHECKLIST

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

CHECK LIST

S.No. Details of Checks Yes/No

---

1. Is the BG on non-judicial stamp paper of appropriate value, as per Stamp Act?
2. 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).
3. 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.
4. Has the executing Officer of BG indicated his name, designation and Power of Attorney No. / Signing Power No. etc. on the BG?
5. 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?
6. Does the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?
7. 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)?
8. 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.
9. 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?
10. Whether overwriting / cutting if any on the BG have been properly authenticated under signature & seal of executant?
11. Whether the BG has been issued by a Bank in line with the provisions of Bidding / Contract Documents?
12. 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 :

Place :

Signature.....

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.

Annexure – 12

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

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

NIT Ref. No.: **Dated:**

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

Dear Sir / Madam;

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

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

Accordingly, the company is not able to submit the certificate from a practicing Chartered Accountant certifying its financial parameters for the last financial year and the audited results of the three consecutive financial years preceding the last financial year have been considered for meeting the financial parameters in the bid submitted by M/s. …… (Name of the Bidder) **for the subject case.**

Yours faithfully,

(Signature)

Date:

Place:

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

ANNEXURE-13

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

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

Ref. No.: **Date:**

To,
Hindustan Urvarak & Rasayan Limited,
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)
Admin Building, HURL Campus,
PO-HURL Fertilizer Plant,
Gorakhpur-273007
Dear Sir / Madam;

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

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

Yours faithfully,

Date:
Place:

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

Name of the CA ----------
(Seal of the CA)

UDIN:

FRN:

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

INTEGRITY PACT

between

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

And

_____hereinafter referred to as **"The Bidder/ Contractor."**

Preamble

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

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

Section 1 - Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

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

c. The Principal shall exclude from the process all known persons having conflict of interest.

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

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

1. The Bidder(s)/ Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits themselves to observe the following principles during participation in the tender process and the contract execution:

a. The Bidder(s)/ Contractor(s) shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the

execution of the contract or to any third person any material or other benefit which they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or the execution of the contract.

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

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

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

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

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

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

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

a. The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
b. The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 - Independent External Monitor

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

a. Shri Javeed Ahmad,

M-1101, Shalimar Gallant Apartment,

Vigyanpuri Mahanagar,Lucknow-226006

E-mail: javeed60@yahoo.com

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

2. The task of the Monitor is to review, independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
3. In case of complaint/ representations on compliance of the provisions of the Integrity Pact by any person/agency, the complaint/representation can be lodged by the aggrieved party with the IEM(s) for his examination. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the Tendering process, the matter should be examined by the full panel of IEMs who would look into the records, conduct an examination and submit their joint recommendations to the Management.
4. The Monitor is not subject to instructions by the parties' representatives and performs their functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for them to treat the information and documents of the Bidders/Contractors as confidential. They report to the Managing Director (MD) of HURL.

5. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, all Project documentation of the Principal, including that provided by the Contractor. Upon their request and demonstration of a valid interest, the Contractor shall also grant the Monitor unrestricted and unconditional access to their project documentation. The same applies to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality.
6. HURL shall provide the Monitor with sufficient information about all meetings among the parties related to the Project, provided such meetings could impact the contractual relations between the Principal and the Contractor. The parties offer the Monitor the option to participate in such meetings.
7. As soon as the Monitor notices, or believes to notice, a violation of this agreement, they shall inform the Management of the Principal and request the Management to discontinue or take corrective action or other relevant action. The Monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
8. The Monitor shall submit a written report to the Managing Director (MD) of HURL, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
9. If the Monitor has reported to the Management of the Managing Director (MD) of HURL, a substantiated suspicion of an offence under the relevant IPC/ PC Act, and the Management of the Principal has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
10. Expenses of IEM shall be borne by HURL as per terms of appointment of IEMs.
11. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the contract has been awarded. Any violation of the same would entail disqualifying the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged / determined by the Managing Director (MD) of HURL.

Section 10 - Other provisions

1. This agreement is subject to Indian Law. The place of performance and jurisdiction is the place from where the Tender/ Contract is issued.
2. Changes, supplements, and termination notices must be submitted in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members..
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement according to their original intentions.

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

If the dispute remains unsolved even after mediation by the panel of IEMs, the Principal may take further action as per the terms & conditions of the contract.

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

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

_____

(For & On behalf of the Principal)

(Office Seal)

Place

Date

_____

(For and on behalf of Bidder/ Contractor)

(Office Seal)

Witness 1:_ (Name & Address)

Witness 1:_

(Name & Address)

HINDUSTAN URVARAK & RASAYAN LIMITED

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

Section - VI

Health and Safety Guidelines

1. Purpose

The purpose of this guideline is to streamline the expectation from the contractor who will work with HURL Gorakhpur. Suppliers/Contractors/vendors shall provide a safe and healthy work place for their employees.

2. Scope

This procedure is applicable for all operation of HURL.

3. Requirements

The below listed points shall be followed minimum by the contractors when they work at HURL operational sites:

- Suppliers/contractor must be compliant with local and national laws and regulations on occupational Health and Safety (H&S), and have the required permits, licenses and permissions granted by local and national authorities.
- Suppliers must have documented health and safety policies and/or procedures in place together with appropriate safety infrastructure and equipment.
- Suppliers identified as being moderate to high risk for H&S shall take action and bring proof of continuous improvement towards a recognized H&S management system in place.
- When on our sites, Suppliers must comply fully with our applicable policies and directives.
- All contractors shall adhere HURL IMS Policy, H&S Rules & H&S Cardinal Norms (Refer-Ann-1). Cardinal norms for any individual coming inside the plant premises include-
  1. I access & control risk before starting any task.
  2. I perform only such activities for which I am authorized
  3. I never override or misuse any health or safety devices & I always use required PPE's
  4. I do not work under the influence of alcohol & drugs.
  5. I report all Near Missed/ Incidences.
- Contractor/Supplier need to ensure basic PPE's to all its employees. i.e.- Safety Helmet, Safety Shoe, Safety goggles and safety gloves of standard make. PPEs provided by contractor should comply specification prescribed by HURL.
- All contractors shall abide by 8 (eight) Minimum Safe Behaviors (MSBs) at HURL operational sites. Refer Annex-2 for details of MSBs.
- Each contractor must have adequate H&S supervisor from their side for supervising the job at each shift, a ratio of one safety supervisor against 50 employees is recommended. Contractors who are assigned with/ working Critical activities such as Working at Height, Confined Space, Critical Hot Work, Heavy lifting activity, Shutdown activity etc. must have at least 1 (one) Safety officer/ Safety supervisor irrespective of number of employees. Contractor safety supervisor must report day to day basis to HURL plant safety head.Safety Supervisor shall possess a recognized regular Degree/ Diploma in Engg. or Tech. or degree in Science and One-year regular diploma in Safety from a government recognized/ approved institution with minimum two years of practical experience in process work environment. He/ She should possess requisite skills to deal with safety & fire related day -to-day issues.
- Pre-hire health checkup is mandatory as per HURL Health protocol in addition to this PME (Periodical Medical Examination) of all deployed manpower need to be done in every six months, record of same shall be maintained by the Contractors. All health checkup/ medical examination shall be done from registered medical practitioner/ NABH (National Accreditation Board for Hospitals & Healthcare Providers) approved Hospitals/ Healthcare centers as per therelevantact/rules/ lawsoftheState/CentralGovernment. For service engineer only, general physical examination including random blood sugar level test by Glucometer may be conducted by factory medical officer.

Service engineer may refer their respective company's valid medical record. Contactor should deploy workers after completion of medical check-up.

- Contractor engaged in transportation inside the works/plant must comply with all road safety rules and regulation-speed limits. The maximum speed for vehicle at construction site shall be 20 KMPH, except for slow moving vehicles such as Hydra cranes, cranes, excavator, JCBs etc. which will be 5 KMPH. The vehicles shall be parked on designated parking places. Parking of vehicles apart from designated parking may attract disciplinary action.
- All contractor employee must follow HURL gate pass system & ensure every worker inside plant has gate pass.
- Contractors shall ensure the safety induction to be taken form HURL F&S department for their all employees and refresh the same program in every six months also conduct Safety related training for all his workers and maintain records.
- The Contractor shall brief the visitors about HSE precautions which are required to be taken before their proceeding to site and make necessary arrangements to issue appropriate PPE like Safety Helmet, Safety Shoe, Safety Goggles, Hand gloves, ear plugs, etc. to the visitors. The Contractor shall always maintain relevant acknowledgement from visitor on providing him brief information on HSE actions.
- Contractor shall ensure that his personnel possess appropriate training to carry out the assigned job safely. The training should be imparted in language understood by them and should specifically be trained about
  - Potential hazards to which they may be exposed at their workplace
  - Measures available for prevention and elimination of these hazards.
- Contractor must follow Permit to Work (PTW) for jobs compulsorily as well as LOTO system shall be followed as per job requirement.
- Contractor has to follow safe working procedure(s) / work instruction(s) for the job awarded to him in consultation with the concerned person, User department & HURL Safety Officer.
- All portable tools and tackles like welding machines, cutting sets, electrical hand tools, chain pulleys, slings (web & wire rope), hydra, cranes, etc must be checked before site gate IN and certified by concerned authority before start using. All portable electrical tools and electrical supply should be through ELCB/RCCB of 30 mA duly tested for its working condition prior to use.
- Portable hand tools, lifting tools and lifesaving PPEs/devices (safety harness, fall arrestor etc.) must be checked and certified at every 6 months interval.
- Use of Hydra is banned at HURL site, you may use " Farana" for lifting the material. No marching is allowed with loaded Farana.
- No person allowed to sit inside the JCB/Farana/Earthmovers/Tractors/other lifting vehicles/crane etc. other than operators/drivers of that particular vehicles
- For all earthmover/JCB/Crane/Farana required heavy vehicle license for operation, if it is found that appropriate license is not available with the operator may lead to imposition of penalty to the contractor/operator.
- No material should be thrown at site from height.
- Do not use the JCB/excavators or Farana or crane or any others earthmovers for lifting personnel
- The Contractor shall be responsible for maintaining and updating all the legal documents and legal compliances round the clock.
- Incase,anypersondeployedbycontractorsuffersworkinjuryorcomplaintsofillnesswithintheplant,thecon cernedpersonmaybetreatedbytheavailablemedical /paramedical/ Nursingpersonnelwhohavebeenappointedbythecompany.Subsequentlysubjecttothedecisionandguida nceofthecompany'smedicalofficertheconcernedpersonmaybehospitalized at nearby hospital,insuchcases the contractor will be responsible for all the expenses.Insuchevents,alldecisionstakenbythe HURL Medicalofficer,relatedtothetreatmentand/orhospitalizationofthepatientmaybeconsideredtobefinaland bindingonallconcerned.
- Contractor shall be responsible for insurance cover for its personnel as necessary under relevant rules. The Contractor shall be fully responsible for all safety measures to be taken for his workmen. In case

of any accident, the contractor is liable for damages and compensation and all legal consequences arising there from

- Housekeeping at job site is compulsory.

Special Note:

1. Any deviation from any of above may lead to Consequence Management/Financial Penalty.
2. All Accidents must be immediately reported to HURL management. Any hide shall lead to consequence management.

4. Penalty

The Contractor shall adhere consistently to all provision of HSE requirements. In case of non-compliance and also for repeated failure in implementation of any of the HSE provisions, HURL may impose stoppage of work without any cost & time implication to the HURL and /or impose a

suitable penalty.

This penalty shall be in addition to all other penalties specified elsewhere in the contract. The decision of imposing stop-work-instruction and imposition of penalty shall rest with HURL. The same shall be binding on the Contractor. Imposition of penalty does not make the Contractor eligible to continue the work in unsafe manner. In such conditions, the Contractor must ensure the desired rectification and after inspection by HURL representative, the work may be resumed if found satisfactory.

The amount of penalty applicable for the Contractor on different types of HSE violations is specified below:

S. No	Violation of HSE Norms	Penalty
1	For not using Personal Protective Equipment such as safety helmet, safety shoe, safety glass (if applicable) etc.	Rs. 500/-per day/ Item/ Person
2	Working without Work Permit / clearance	Rs. 10,000/- per occasion
3.	Unsafe Electrical practices (Not installing ELCBs, poor joints of cables, using naked wires without plug top in socket, laying wires/ cables on the roads, electrical jobs by incompetent persons, etc.)	Rs. 1000/- per unsafe act/condition per day
4	Working at Height without full body harness, using substandard/ rejected scaffolding and not arranging fall protection arrangement as required, like hand rails, toe boards, std. access ladder life line, safety net etc.	Rs. 6,000/ per unsafe act
5	Unsafe handling of compressed gas cylinders (No trolley, Jubilee clips double gauge regulator, not keeping cylinders vertical during storage/ handling, not using safety cap of cylinders).	Rs. 500/-per unsafe act
6	Not using flash back arrestor on both the hoses/ tubes on both ends.	Rs. 1000/- per Occasion
7	No fencing/ barricading for excavated site/ trenches.	Rs. 3000/- per Unsafe act
8	Not providing shoring/ strutting/ proper slop and not keeping excavated earth at least 1.5M away from excavated area.	Rs. 5000/- per Occasion

9	Traffic rules violations like over-speeding of vehicle, rash driving, talking on mobile phone during vehicle driving, vehicle operation without appropriate driving license, wrong parking, not using seat belt, vehicle not fitted with reverse horn / warning alarms/ flicker lamps during foggy weather.	Rs. 2000/- per Unsafe act
10	Failure to maintain HSE record by contractor safety personnel, in line with approved HSE plan/ procedure/ contract specifications.	Rs. 5,000/- per month.
11	Failure to carry daily site safety inspection (by Contractor's safety engineer/ safety officer), internal HSE meeting, internal HSE awareness/ motivation program, site HSE training and HSE audit at predefined frequency (as approved in HSE plan)	Rs. 5,000/- occasion.
12	Poor housekeeping at respective site/offices	Rs. 5000/- per occasion
13	Failure to report and follow up accident (including near miss) reporting system within time-frame.	Rs. 20,000/- per Occasion
14	Degradation of environment (not confining toxic spills, spilled oil/ lubricant on the ground etc.)	Rs. 10,000/- occasion
15	Violation of any other safety conditions, e.g. improper welding booths, not keeping fire extinguisher at hot work site, not keeping fire extinguisher at hot work site, unsafe rigging practices, non-availability of first-aid box at site, not using hood with respiratory devices by blaster for shot/ grit blasting etc.)	Rs. 5,000/ per occasion
16	Failure to carry out Safety Inspection/ Audit in time (internal & external), close out of identified shortfalls of Observations of Safety Aspect (OSA), etc.	Rs. 10,000/- per Occasion
17	Carry out sand blasting instead of grit/shot blasting	Rs. 10,000/ per day
18	Failure to deploy adequately qualified and competent safety officer/ Supervisor.	Rs. 5,000/- per week till deployment
19	Utilization of hydra crane/ back-hoe loader for material shifting or any other unauthorized/ unsafe lifting works.	Rs. 20,000/ per Occasion
20	Any accident/ incident/LTI at HURL site has been caused because of willful negligence or gross violation of safety measures / provision on the part of the contractor or any of it's sub-agencies.	Rs. 10, 000, 00/ per occasion.
21	Any Fatal accident at HURL site has been caused of willful negligence or gross violation of safety measures / provision on the part of the contractor or any of it's sub-agencies.	Heavy Penalty as per decision by HURL Management
22	Any HSE violation not covered above.	Shall be decided by HURL

Contractor shall make their site engineer/ supervisor fully aware of the fact that they keep track with the site workmen for their behavior and compliance of various HSE requirements, safety lapses/ defects of project site shall be attributable to the concerned job supervisor/engineer of the contractor, (who remains directly responsible for safely executing field works). For repeated HSE violations, concerned job supervisor/ engineer shall be reprimanded or appropriate action, as deemed fit, shall be initiated (with an information to HURL) by the concerned Contractor.

Apart from the above safety guideline, any specific site activity / requirement/instruction given by EIC/concern department, shall be followed by contractors

5. Annexure-1

IMS Policy

हिंदुस्तान उर्वरक एवं रसायन लिमिटेड
HINDUSTAN URVARAK & RASAYAN LTD.

(A Joint Venture of NTPC, CIL, IOCL, FCIL & HFCL)

INTEGRATED MANAGEMENT SYSTEM (IMS) POLICY

(QUALITY, ENVIRONMENTAL, OCCUPATIONAL HEALTH AND SAFETY POLICY)

We at, Hindustan Urvarak & Rasayan Limited (HURL), engaged in operation of the State of Art and Energy Efficient Natural Gas Based Fertilizer complexes of Ammonia and Urea are committed to demonstrate continual improvement in our business performance with consistent focus on Quality, Environment, Occupational Health and Safety.

To achieve this, we shall:

- **Maintain continuous focus on needs and aspirations of our customer and stakeholders;**
- **Comply with all applicable legal and other requirements to which we subscribe;**
- **Identify and assess risk and opportunities in our business processes and effectively manage them through our strategic and operational objectives, implementation plans and processes;**
- **Integrate sustainable development, pollution prevention, energy efficiency, process safety, zero harm to people, in all aspects of our business operations;**
- **Provide safe and healthy working conditions to prevent work related injuries and ill-health;**
- **Inculcate individual and functional competencies, performance obligations, ownership and accountability;**
- **Ensure effective participation of workers & employees, stakeholder consultation and communication of relevant requirements of Integrated Management System to all Stakeholders;**
- **Keep ourselves aware and in readiness to meet all emergency situations by appropriate action plans.**

We shall communicate this policy to all our employees and stakeholders and periodically review its adequacy, effectiveness and suitability.

Date: 16.04.2025
Place: New Delhi

(S. P. Mohanty)
Managing Director

हिंदुस्तान उर्वरक एवं रसायन लिमिटेड
HINDUSTAN URVARAK & RASAYAN LTD.

(A Joint Venture of NTPC, CIL, IOCL, FCIL & HFCL)

एकीकृत प्रबंधन प्रणाली (आईएमएस) नीति

(गुणवत्ता, पर्यावरण, व्यावसायिक स्वास्थ्य एवं सुरक्षा नीति)

हिंदुस्तान उर्वरक एवं रसायन लिमिटेड (एचयूआरएल), के रूप में हम अमोनिया और यूरिया के अत्याधुनिक और ऊर्जा कुशल प्राकृतिक गैस आधारित उर्वरक परिसरों का संचालन कर रहे हैं, और गुणवत्ता, पर्यावरण, व्यावसायिक स्वास्थ्य और सुरक्षा पर लगातार ध्यान केन्द्रित करते हुए अपने व्यापार के कार्यनिष्पादन में निरंतर सुधार करने के लिए प्रतिबद्ध हैं।

इस लक्ष्य को पाने के लिए हम:

- अपने ग्राहकों एवं हितधारकों की आवश्यकताओं एवं आकांक्षाओं पर निरंतर ध्यान देंगे;
- सभी उपयुक्त कानूनी और अन्य आवश्यकताओं का पालन करेंगे;
- अपने व्यावसायिक प्रक्रियाओं में जोखिमों और अवसरों को चिह्नित कर उन्हें रणनीतिक और संचालनात्मक लक्ष्यों, योजनाओं और प्रक्रियाओं के माध्यम से प्रभावी रूप से प्रबंधित करेंगे;
- निरंतर विकास, प्रदूषण की रोकथाम, ऊर्जा दक्षता, प्रक्रिया सुरक्षा और लोगों को किसी भी हानि से बचाने जैसे सभी पहलुओं को अपने सभी कार्यों में शामिल करेंगे;
- कार्य से संबंधित घायलों एवं उनकी अस्वस्थता को रोकने के लिए सुरक्षित एवं स्वस्थ कार्य परिस्थितियाँ प्रदान करेंगे;
- व्यक्तिगत एवं कार्यात्मक कुशलताओं,कार्यनिष्पादन दायित्वों, स्वामित्व और उत्तरदायित्व को बढ़ावा देंगे;
- श्रमिकों और कार्मिकों की प्रभावपूर्ण भागीदारी, हितधारकों से परामर्श एवं सभी हितधारकों को एकीकृत प्रबंधन प्रणाली की प्रासंगिक आवश्यकताओं के बारे में संचार सुनिश्चित करेंगे;
- सभी आपातकालीन परिस्थितियों से निपटने के लिए जागरूक एवं तत्पर रहेंगे और उचित कार्य योजनाएं बनाएंगे।

हम इस नीति को सभी कार्मिकों और हितधारकों तक पहुंचाएंगे और समय-समय पर इसकी उपयुक्तता, प्रभावशीलता और समग्रता की समीक्षा करेंगे।

एस.पी. मोहंती

(एस.पी. मोहंती)
प्रबंध निदेशक

दिनांक: 16.04.2025
स्थान : नई दिल्ली

6. Annexure-2

Details of 08 Minimum Safe Behavior (MSB)

MSB#1 Distracted Driving or Machinery Operation:

No person must text or talk on a cell (mobile) phone while operating machinery, driving vehicles or walking through the factory, warehouse or facility yard. No person shall smoke outside of designated areas.



MSB#2 Before starting any task, assess risk associated with the task/machinery:

No work can be started without assess risk and control measure in place.



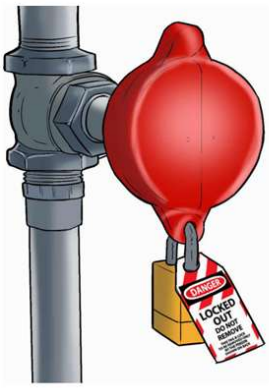




MSB#3 Lock out/Tag out:

No person must work on any piece of equipment that they have not personally insured is de-energized, isolated and put in place their own approved locking device and tag. No person must remove a locking device that is not their own without appropriate checklists and approval from facility management.







MSB#4 Safe Work Permits:

Confined Space: No person must enter a vessel unless all routes from which hazardous material can enter are disconnected and blanked, the atmosphere in the vessel is checked, prescribed PPE is worn, a lifeline is present a harness is worn, a standby person is in place and a safe work permit is issued.



Hot Work:

No person shall conduct hot work activities outside of a designated shop area without a safe works permit being issued.



Work at Height:

No person must conduct work at elevated heights unless prescribed fall protection is worn and a safe work permit is issued.



MSB # 5 Seatbelts:

People must wear seatbelts on site or when on company business, where provided, in vehicles (including forklifts, cars, trucks, etc.).



MSB # 6 Personal Protective Equipment:

People must obtain and use personal protective equipment (PPE) appropriate for the work tasks performed, and must periodically inspect and replace such PPE as necessary. Examples include, hardhat, harness for Work at heights, protective clothing for Hot Material Handling, respirators and hearing protection**.**



MSB # 7 Drugs and Alcohol:

No person must operate machinery or drive a vehicle while under the influence of drugs or alcohol. The individual if tested must be 0 or negative.



MSB # 8 Reporting of Incidents:

People must report all H&S incidents within 48 hours of incident.

