

HINDUSTAN URVARAK & RASAYAN LIMITED

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



SECTION – I

NOTICE INVITING TENDER (NIT)

NAME OF PACKAGE: Handling, transportation (H&T), and warehousing support at Railhead Tinsukia, Dist. Tinsukia Assam.

NIT NO: HURL/HQ/CS479 DATED 10.10.2024



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

2.0 Brief Details

Published Date	Refer CPP Portal
Bid Document Download / Sale Start Date	Refer CPP Portal
Bid submission Start Date	Refer CPP Portal
Last Date and Time for Bid submission	Refer CPP Portal
Technical Bid Opening Date & Time	Refer CPP Portal
Earnest Money Deposit (EMD) in INR	INR 1,00,000
Pre-Bid Conference Date & Time (if any)	Refer CPP Portal
Last Query Date	Refer CPP Portal
Reverse Auction	Shall be intimated later

- 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.

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

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

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

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

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



be forfeited, and Bidder is liable to be banned from doing business with HURL for a period of two years.

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

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 relationship. For clarification, Business relationship means bidders having common proprietor/partner(s)/director(s). In such case all such bids will be rejected. In case 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 Annexure 16 (enclosed at Section VI, Forms and Procedures of the Tender Document), stating that they do not have a business relationship with the other bidders.

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

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

6.0 Qualifying Requirements / Pre-Qualification Criteria (PQC)

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



Sr. No	Conditions	Documents required (To be submitted along with Technical bid)
1	Bidder should be either Partnership firm/Sole Proprietor / Registered Transport union/ Limited company.	<p>i) For Proprietorship firm - Name of the proprietor to be mentioned. Affidavit of proprietorship duly notarized (Latest) to be submitted</p> <p>ii) For partnership firms –Affidavit duly notarized, confirming the current status of the firm along with names of the partners or Copy of partnership deed duly notarized to be submitted</p> <p>iii) For Transport unions/Co-operative societies/Registered societies- Notarized Copy of the valid Registration certificate /Copy of Resolution of members/Authority letter to participate in the tender.</p> <p>iv) For limited companies, notarized copy of Memorandum and Articles of Association and list of directors to be submitted.</p>
2	Bidder should have successfully executed PO/work order/ rate contract/agreement for handling/transportation of UREA / Cement /Food grain/other fertilizer/other bagged commodities at Railheads/Warehouse in the preceding 7 years as on the date of opening of techno-commercial bid.	<p>Copy of Work Order/PO/rate contract/ agreement with following details:</p> <p>i) Work order/PO/rate contract/ agreement with number, date and value</p> <p>ii) Name of the client,</p> <p>iii) Period of contract</p> <p>iv) Scope of work mentioning Handling/Transportation of UREA / Cement /bagged Food grain/other bagged fertilizer/other bagged commodities.</p>



3	<p><i>Bidder should have executed similar work of value not less than INR 14,35,401/- during the preceding 7 years as on the date of opening of techno commercial bid.</i></p> <p><i>Note- (i) The value of similar work executed is excluding taxes</i></p> <p><i>(ii) The word Similar Work means - “Handling/Transportation of UREA / Cement /Food grain/other fertilizer/other bagged commodities”.</i></p> <p><i>(iii) The word “executed” means the bidder should have achieved the criterion specified in the Qualifying Requirements, even if the total contract is not completed/ closed. In case Order/contract(s) is under execution as on the date of technical bid opening, the value of work executed till such date will be considered provided the same is certified by the Chartered Accountants/client/Owner. The Order against which qualification is sought must be placed and executed within the time line specified.</i></p>	<p>Copy of Work Order/PO/rate contract/ agreement with following details:</p> <ul style="list-style-type: none"> i) Work order/PO/rate contract/ agreement with number, date and value ii) Name of the client, iii) Period of contract iv) Scope of work mentioning <i>Handling/Transportation of UREA / Cement /bagged Food grain/other bagged fertilizer/other bagged commodities.</i> <p>Execution certificate issued by Practising Chartered Accountants /statutory auditors with Membership No. of signatory & Firm along with UDIN/client highlighting below -</p> <ul style="list-style-type: none"> 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 .
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4	<p><i>The average annual turnover of the Bidder in the preceding three (3) financial years as on the date of Technical Bid Opening should not be less than INR 14,35,401/-</i></p> <p><i>Note:</i></p> <p><i>i. In case where audited results for the last financial year as on the date of opening of Technical Bid are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Bidder is not able to submit the Certificate from practicing Chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the financial results of the Company of the preceding financial year have not been finalized or under audit as on the date of opening of Technical Bid and the Certificate from the practicing Chartered Accountant certifying the financial parameters of preceding financial year is not available.</i></p> <p><i>* Other income shall not be considered for arriving at annual turnover.</i></p>	<p>Audited Balance Sheet / Profit & Loss Account for the three preceding financial years i.e. 2020-21, 2021-22 and 2022-2023</p> <p>(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 three preceding financial years i.e. 2020-21, 2021-22 and 2022-2023</p> <p>(ii) In case above are not available, then audited Balance Sheet / Profit & Loss Account for the three consecutive financial years preceding the last financial year ie. 2019-20, 2020-21 & 2021-22 along with Annexure 12 & 13</p> <p>(iii) In case above are 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 three consecutive financial years preceding the last financial year ie. 2019-20, 2020-21 & 2021-22 along with Annexure 12 & 13.</p> <p>Certificate from practicing Chartered Accountants /statutory auditors with Membership No. of signatory & Firm along with UDIN.</p>
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	<p>Note – All the CA certificates to be submitted by the bidders should be on the letter head of CA with a valid UDIN number and membership number of the CA firm.</p>	

- 7.0** Bids will be opened as per date/time as mentioned on the Date specified above or on the date specified on the e-tendering portal. The date of Price-Bid opening will be intimated later on the e-tendering portal.
- 8.0** HURL shall not be responsible for any postal /courier delay for submission of EMD and/or other original documents, if applicable.
- 9.0** HURL reserves the right to reject any or all bids or cancel/withdraw the NIT for the subject package without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.
- 10.0** Bids shall be digitally signed and uploaded by someone legally authorized and competent on behalf of his firm / company i.e., Bidder and relevant documents w.r.t. the same to be uploaded along with the bid by the bidders.

The Power of Attorney (on stamp paper duly notarized) of such person needs to be furnished along with bid.

11.0 Address for Communication.

<p>Smt. Shradha Kumari Manager (C&M) Hindustan Urvarak & Rasayan Limited (A Joint Venture of CIL, NTPC, IOCL, FCIL & HFCL) Core-3, 9th Floor, SCOPE Minar, Laxmi Nagar District Centre, New Delhi-110092. EPBAX No: 011-2250 2267/ 2268 Email: shradhakumari@hurl.net.in</p>	<p>Sh. Shanti Bhushan Pandey Officer (C&M) Hindustan Urvarak & Rasayan Limited (A Joint Venture of CIL, NTPC, IOCL, FCIL & HFCL) Core-3, 9th Floor, SCOPE Minar, Laxmi Nagar District Centre, New Delhi-110092. EPBAX No: 011-2250 2267/ 2268 Email: shantibhushanpandey@hurl.net.in</p>
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HINDUSTAN URVARAK & RASAYAN LIMITED

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



SECTION – II

INSTRUCTIONS TO BIDDERS (ITB)



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1.0	Introduction	<p>Hindustan Urvarak & Rasayan Limited (HURL) is a joint venture company of Coal India Limited (CIL), NTPC Limited (NTPC) and Indian Oil Corporation Limited (IOCL) as the lead promoters with Fertilizer Corporation of India Limited (FCIL) and Hindustan Fertilizer Corporation Limited (HFCL) as other two partners.</p> <p>HURL referred to herein as ‘the Employer’, intends to engage an agency for supply of Goods & related Services or Services as per specifications, Scope of Work as detailed in the Bidding documents.</p>												
2.0	General Information	<p>The prospective Bidders are invited to submit a “Technical & Commercial Bid” and “Price Bid” for the package. Methodology for submission of Bid has been detailed hereunder in this document.</p> <p>Applicability of Reverse Auction may be seen on the CPP website / NIT.</p>												
3.0	Content of Bidding Documents	<p>The items and/or services required, bidding procedures, order/contract terms and technical requirements are prescribed in the bidding documents/Bidding Documents.</p> <p>The bidding documents include the following sections:</p> <table><tr><td>Section-I</td><td>Notice Inviting Tender (NIT)/Tender Enquiry/Invitation for Bid (IFB)</td></tr><tr><td>Section-II</td><td>Instruction to bidder (ITB)</td></tr><tr><td>Section-III</td><td>General Conditions of Contract (GCC)</td></tr><tr><td>Section-IV</td><td>Standard Conditions of Contract (SCC)</td></tr><tr><td>Section-V</td><td>Technical specifications & Scope of work</td></tr><tr><td>Section-VI</td><td>Forms and Procedures</td></tr></table> <p>The Bidder is expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in rejection of its bid.</p>	Section-I	Notice Inviting Tender (NIT)/Tender Enquiry/Invitation for Bid (IFB)	Section-II	Instruction to bidder (ITB)	Section-III	General Conditions of Contract (GCC)	Section-IV	Standard Conditions of Contract (SCC)	Section-V	Technical specifications & Scope of work	Section-VI	Forms and Procedures
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4.0	Benefits To MSEs	<p>Micro and Small Enterprises (MSEs) shall be exempted from paying Earnest Money Deposit.</p> <p>The offers submitted by MSE, shall be considered in accordance with Public Procurement Policy for MSEs of March 2012. The parties claiming benefits Under MSEs policy (if any) must enclose requisite valid Registration Certificate as per said policy along with their offer. Please also indicate whether the MSEs owned by SC/ST & or Women Entrepreneurs. If yes, please attach relevant certificate issued by</p>												



		<p>authorities concerned. However, HURL reserve the right to cancel the order (if any) and blacklist/debar a firm in case it is determined that the firm benefitted wrongly from the Public Procurement Policy.</p> <p>Further, in case of tenders where splitting of quantity is possible, participating MSEs quoting price within price band of L1 + 15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 percent of total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity).</p> <p>However, in case of tenders where splitting of quantity is not possible, participating MSEs quoting price within price band of L1 + 15 percent shall be allowed to execute the package by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise. The award shall be made as follows:</p> <ol style="list-style-type: none"> Award shall be given to L1 bidder if L1 bidder is an MSE. In case L1 bidder is not an MSE, then all the MSE vendor(s) who have quoted within the range of L1 + 15%, shall be given the opportunity in order of their ranking (starting with the lowest quoted MSE bidder and so on) to bring down its price to match with L1 bidder. Award shall be placed on the MSE vendor who matches the price quoted by L1 bidder. If no MSE vendor who has quoted within range of L1 + 15% accepts the price of L1 bidder then the award shall be made to the L1 bidder. <p>MSEs seeking exemption and benefits should enclose/upload in e-tender portal an attested/self-certified copy of following registration certificate as a part of his bid, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.</p> <ol style="list-style-type: none"> Ministry of MSME vide Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 had notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified, form and procedure for filing the memorandum (Udyam Registration) w.e.f. 01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e. https://msme.gov.in/) Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs- 2012 In case of upward re-classification of category, Enterprises shall be extended the non-tax benefits in accordance with sub-paragraph (5) of paragraph 8 of Gazette notification no. CG-DL-E-26062020- 220191 dated 26.06.2020 read in conjugation with MSME notification no. CG-DL-E-18102022-239737 dated 18th Oct 2022 and any other relevant govt notifications issued from time to time.
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		Vendors seeking such benefits must submit documents in support of their claims along with the bid, failing which benefit shall not be extended.
5.0	Cost of Bidding	The Bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
6.0	Clarification on Bidding Documents	<p>A prospective Bidder requiring any clarification of the Bidding Document shall put the query under Clarification tab of the on-line bid at least three days prior to the clarification end date. EMPLOYER will respond to any request for clarification or modification of the bidding documents that it receives within the time line specified.</p> <p>EMPLOYER will post the Clarifications under Clarification tab at e-tender i.e., CPP website. Bidders can view these clarifications.</p> <p>Bidders are advised to regularly check under Clarification tab regarding posting of clarification, if any.</p> <p>Bidders must check the Clarifications issued before submission of Bid. Should the Employer deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so and upload the amendments in the tender on the e-tender portal.</p>
7.0	Corrigendum / Amendment to Bidding Documents	<p>At any time prior to the deadline for submission of bids, EMPLOYER may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.</p> <p>The corrigendum's/amendment's will be posted in the tender on the e-tender portal for viewing by the Bidder. The amendments will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are advised to regularly check the tender regarding posting of Amendments, if any.</p> <p>To give prospective Bidders reasonable time to take the corrigendum/amendment into account in preparing their bid, EMPLOYER may, at its discretion, extend the deadline for the submission of bids.</p>
8.0	Language of Bid	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English. In such case for purposes of interpretation of the Bid such translation shall govern.
9.0	Bid Proposal	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.
10.0	Documents Comprising the Bid	<p>The Bid shall comprise of following components:</p> <p>Technical Bid:</p> <p>The following documents are to be furnished by the Bidder as part of the Technical Bid:</p> <ul style="list-style-type: none"> a) Techno Commercial Proposal Bid Form. b) Power of Attorney as per requirement mentioned in NIT. c) Proof for payment of Earnest Money Deposit (EMD) / MSE Certificate for exemption of EMD. d) Certificates like Registration Certificate, GST No., PAN No., UDYAM etc. e) Format for Electronic Payment and a Copy of Cancelled Cheque. f) Tender Acceptance Letter & Letter of Authorization to submit bid. g) Documents as required in accordance with Qualifying Requirements / Pre-Qualification Criteria (PQC). h) No Deviation Certificate. i) Certificate from CEO or Managing Director or Legally Authorized Signatory, in the format as enclosed with the Bidding Document certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof. However, if at any point of time the declarations given in bid are found to be incorrect, HURL shall have the full right to terminate the contract and take any action as per provisions of contract including forfeiture of EMD/Security Deposit. j) Acceptance of Fraud Prevention Policy of HURL. k) Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India and declaration on Local Content (Preference to Make in India). l) Declaration Regarding GST Applicable on Transportation Activity. m) Affidavit deposing compliance of Clause 5 of Notice Inviting Tender n) Any other document asked for in the Bidding Documents. <p>Price Bid:</p> <p>The Price bid is to be submitted in the BOQ provided in the Tender at https://eprocure.gov.in/eprocure/app.</p>



		Bidders are advised to fill the BOQ and upload the same on the portal. Bidder should not tamper/modify download price bidtemplate. In case if the same is found to be tampered / modified in any manner, bid will be rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with HURL for a period of 2 years.
11.0	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).
12.0	Price Basis	Bidders are required to quote price on the price basis as per Scope of Work / stipulated in the SCC.
13.0	Bid Currencies	All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the Special Conditions of Contract, on FIRM price basis and to remain valid during the currency of the Contract.
14.0	EARNEST MONEY DEPOSIT (EMD) / BID SECURITY / GUARANTEE: <ol style="list-style-type: none"> i. The Bidder shall furnish, as part of his bid, an Earnest Money Deposit in the amount as stipulated in NIT/IFB/Tender Enquiry, in a separate envelope (in case paid in modes other than on-line payment) superscribed on the top as under: "ORIGINAL EARNEST MONEY DEPOSIT FOR NIT NO.DATED..... FOR (NAME OF PACKAGE) DUE ON (DATE OF BID OPENING) FROM(NAME OF THE BIDDER)." ii. The Earnest Money Deposit (EMD) shall, at Bidders option, be submitted in the following forms: <ol style="list-style-type: none"> a) electronically by RTGS / NEFT in the account of HURL details as given in subsequent paragraphs or b) in the form of Demand Draft in favour of <i>Hindustan Urvarak & Rasayan Limited</i>, Payable at New Delhi. or c) in the form of an irrevocable bank guarantee. <p>The format of Bid Guarantee (BG) towards EMD shall be in accordance with the form of EMD included in the bidding documents (Annexure 8 of Section VI (Forms and Procedures)). The BG towards EMD shall remain valid for a period of forty- five (45) days beyond the original Bid validity period or beyond any extension in the period of Bid validity subsequently requested from any Scheduled / Commercial Bank recognised by Reserve Bank of India. The Bank Guarantee</p> 	



	<p>Verification Checklist duly filled in as per format given in the Bidding Documents is also to be submitted. Bidder shall ensure that all the points of check list are replied in "Yes".</p> <p>iii. Wherever Bids under Joint Venture route is 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.</p> <p>iv. Any bid not accompanied by an acceptable Earnest Money Deposit in accordance with the aforesaid provisions shall be rejected by the Employer as being non-responsive and shall be rejected without being opened.</p> <p>v. The Earnest Money Deposit shall be forfeited in any of the following circumstances without any notice or proof of damage to the Employer:</p> <p>a) If the Bidder withdraws or varies its bid during the period of Bid validity.</p> <p>b) If the Bidder does not accept the Arithmetical correction of its Bid Price</p> <p>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.</p> <p>d) In the case of a successful Bidder, if the Bidder fails, within the time limit,</p> <p>(i) to sign the Contract Agreement</p> <p>(ii) to furnish the required Security Deposit</p> <p>e) If the bidder / his representatives commit any fraud while competing for this contract pursuant to Fraud Prevention Policy of HURL.</p> <p>f) if the Bidder withdraws/ amends, impairs, and derogates from the tender.</p> <p>vi. No interest will be payable by the Employer on the said amount covered under Earnest Money Deposit.</p> <p>vii. EMD shall be refunded to all the unsuccessful Bidder within thirty days of acceptance of work order by the successful Bidders and no interest shall be payable thereon. EMD of the bidders whose price are not considered to be opened, shall be released/refunded at the earliest but not later than thirty days beyond the award of the subject work.</p> <p>EMD shall be refunded to successful bidder within (30) thirty days of acceptance of LOA and on submission of PBG by the successful Bidders and no interest shall be payable thereon.</p> <p>viii. RTGS / NEFT details of HURL as under:</p> <p>Account Name: Hindustan Urvarak & Rasayan Limited</p> <p>Account no: 00000038863886798</p> <p>IFSC code: SBIN0004803.</p> <p>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.</p> <p>Price Bids shall be opened only of those bidder(s) whose EMD shall be found as per the requirement of the bidding documents.</p>
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	<p>Exemption from submission of EMD:</p> <p>Micro and Small Enterprises (MSEs) bidders are exempted from submission of EMD as per provisions at clause 4.0 above.</p> <p>Any bidder seeking EMD exemption must mention the same in the on-line bid under EMD Offline payment by selecting the correct option and also upload the exemption document (MSME certificate). In case a Bidder, who is seeking exemption, does not request for exemption in the online bid under EMD details and/or does not submit the document, then the bidder shall liable to be rejected.</p>																		
15.0	<p>Performance Security / Performance Bank Guarantee (PBG)</p> <p>Within ten (10) days of the receipt of Purchase Order/Service Order from the Employer, the contractor shall furnish the Contract Performance Security / Guarantee, for the due performance of the Contract for the value as tabulated below with an initial validity up to ninety (90) days beyond the completion date for work plus defect liability period (if any), for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer.</p> <table><tr><th>Sr. No</th><th>Contract Price (Excluding GST) (INR)</th><th>Performance Security / Performance Bank Guarantee (INR)</th></tr><tr><td>1</td><td>Up to 250 Lakh</td><td>5 Lakh</td></tr><tr><td>2</td><td>> 250 Lakh & <= 500 Lakh</td><td>7.5 Lakh</td></tr><tr><td>3</td><td>> 500 Lakh & <= 750 Lakh</td><td>10 Lakh</td></tr><tr><td>4</td><td>> 750 Lakh & <= 1000 Lakh</td><td>12.5 Lakh</td></tr><tr><td>5</td><td>> 1000 Lakh</td><td>15 Lakh</td></tr></table> <p>Performance Security / Performance Bank Guarantee (PBG) may besubmitted in any of the following forms:</p> <p>a) electronically by RTGS / NEFT in the account of HURL details ofwhich are given in bidding document or</p> <p>b) in the form of Demand Draft in favour of <i>Hindustan Urvarak & Rasayan Limited</i>, Payable at New Delhi. or</p> <p>c) in the form of an irrevocable bank guarantee in accordance with the form of included in the bidding documents (Annexure 9 of Section VI (Forms and Procedures)) from any Nationalized bank / Scheduled Bank recognized by Reserve Bank of India.</p> <p>Failure of the supplier to submit the above-mentioned Performance Security / Performance Bank Guarantee (PBG) shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p>	Sr. No	Contract Price (Excluding GST) (INR)	Performance Security / Performance Bank Guarantee (INR)	1	Up to 250 Lakh	5 Lakh	2	> 250 Lakh & <= 500 Lakh	7.5 Lakh	3	> 500 Lakh & <= 750 Lakh	10 Lakh	4	> 750 Lakh & <= 1000 Lakh	12.5 Lakh	5	> 1000 Lakh	15 Lakh
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		<p>No interest shall be payable by the Employer to the Contractor against the Security Deposit furnished.</p> <p>Performance Security shall be returned after Certification of completion of work and Defect Liability period (if any) by EIC. However, the contractor will have to apply in writing, for refund of the same.</p>
16.0	Confirmation of BGs through Structured Financial Messaging System (SFMS)/SWIFT	<p>While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank (whose details are provided in the Special Purchase Conditions.) i.e. SBI Bank, Overseas Branch, Jawahar Vyapara Bhawan, Tolstoy Lane, New Delhi - 110 001 IFSC Code SBIN0004803, as per following details:</p> <ol style="list-style-type: none"> 1. IFN 760 COV for issuance of bank guarantee. 2. IFN 767 COV for amendment of bank guarantee. 3. Issuing bank shall mention IFSC code as SBIN0004803 in field 7035 of IFN760 COV/ IFN 767 COV. 4. Issuing bank shall mention HURL beneficiary code as "HURLHINDUSTAN16092024" in field 7037 of IFN 760COV / IFN 767 COV." <p>Bidders are advised to ensure that the message is sent by their Bankers and the Bidders must submit the reference details as part of the bid with the EMD.</p> <p><u>Name of Beneficiary of Bank Guarantee:</u></p> <p>Name of the Bank: State Bank of India</p> <p>Account Name-Hindustan Urvarak & Rasayan Limited</p> <p>Account no-00000038863886798</p> <p>IFSC code- SBIN0004803.</p> <p>Secured Message Type-SBININBB102</p> <p>In case of submission of EMD in the form of Bank Guarantee, bidders are requested to provide the Details like Bank Name, Branch address, IFSC code and Branch E-mail Id of BG issuing Branch on EMD submission covering letter</p>
17.0	Ineligibility For Future Tenders	<p>Notwithstanding the provisions regarding forfeiture of Earnest Money Deposit specified above, if a bidder after having been issued the Purchase Order/Contract, either does not accept the Purchase Order/Contract or does not submit an acceptable Performance Security and which results in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of the particular package.</p>



		<p>If a bidder after having been issued the Notification of Award/Purchase Order of a package where EMD is 'NIL/Not applicable' or exempted for bidder as per policy guidelines, either does not accept the Notification of Award/Purchase Order or does not submit an acceptable Performance Security pursuant to ITB Clause titled 'Performance Security', and which result in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of this particular package.</p>
18.0	Period of Validity of Bids (Techno-Commercial Bid and Price Bid)	<p>Bids shall remain valid for a period of 180 days from the closing date prescribed by EMPLOYER for the receipt of bids, unless otherwise specified in Special Conditions of Contract (SCC). A bid valid for a shorter period shall be rejected by EMPLOYER as being non-responsive.</p> <p>In exceptional circumstances, EMPLOYER may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing by post or email or by telefax followed by post confirmation. If a Bidder accepts to extend the period of bid validity, the validity of Earnest Money Deposit shall also be suitably extended. A Bidder 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.</p>
19.0	Nil Deviation	<p>No deviation, whatsoever, is permitted by EMPLOYER to any provision of Bidding Documents. The Bidders are advised that while making their Bids and quoting prices, all conditions are appropriately taken into consideration. Bidders shall certify their compliance to the complete Bidding Documents as per Certificate at Annexure 4 of Section VI (Forms and Procedures).</p> <p>In case the Products and/or Services offered do not meet the technical requirements, the bid shall be rejected as Technically non-responsive.</p> <p>Bidders may note that in case the Bidder refuses to withdraw additional conditions/deviations/variations/exception, implicit or explicit, found anywhere in the techno-commercial bid, the bid shall be rejected as Technically non-responsive.</p> <p>Bidders may also note that any deviation/variation in any form in the Price Bid shall result in forfeiture of EMD.</p>
20.0	Format and Signing of Bid	<p>The bid including all documents uploaded in the on-line bid shall be digitally certified by a duly authorised representative of the Bidder to bind him to the contract using Class II or Class-III digital signature (in the name of designated individual with Organisation name). The Digital Signature shall be as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI) namely Controller of Certifying Authorities (CCA) of India.</p> <p>Notarised copy of an authorisation letter/power of attorney indicating that the person signing the bid has the authority to sign the bid is to be uploaded as part of the Techno-commercial Bid. Whenever required by HURL, bidders may have to submit the above notarized authorisation letter/power of attorney in physical form.</p>



21.0	Submission of Bids	Bid shall be submitted through e-tender mode in the manner specified elsewhere in bidding document. No Manual/ Hard Copy of the Bid shall be acceptable except those asked for in Physical form.
21.1	PHYSICAL BID	
	EMD	<p>The Bidder shall furnish, as part of his bid, a Earnest Money Deposit in the amount as stipulated in NIT/IFB/Tender Enquiry, in a separate envelope (in case paid in modes other than on-line payment) superscribed on the top as under:</p> <p><i>“ORIGINAL EARNEST MONEY DEPOSIT FOR NIT NO.DATED..... FOR (NAME OF PACKAGE) DUE ON (DATE OF BID OPENING) FROM (NAME OF THE BIDDER).”</i></p>
21.2	ON-LINE	<p>Bid along with all the documents should be submitted in the electronic form only through e-Tendering system.</p> <p>Any revision or amendment in bid shall be possible only up to the due date and time of submission of tender.</p>
21.2.1	Techno-Commercial Bid	
(A)	COVER TYPE – FEE	MSEs seeking exemption and benefits should enclose/upload in e-tender portal 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.
B)	COVER TYPE – TECHNICAL	<p>The bidders shall upload documents in compliance to the Bidding Documents.</p> <p>The following documents are to be furnished by the Bidder as part of the Technical Bid:</p> <ol style="list-style-type: none"> Techno Commercial Proposal Bid Form (Enclosed as Annexure-1 to Forms and Procedures i.e., Section VI). Power of Attorney as per requirement mentioned in NIT. Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD) as per format enclosed at Annexure-14 of Section VI (Forms & Procedures) of the Bidding documents / MSE Certificate for exemption of EMD. Signed, Stamped and Scanned copy of Certificates like Registration Certificate, GST No., PAN No., UDYAM etc. Signed, Stamped and Scanned copy of Format for Electronics Payment (Enclosed as Annexure-2 to Forms and Procedures i.e., Section VI) and a copy of cancelled cheque. Signed, Stamped and Scanned copy of Tender Acceptance Letter & Letter of authorization to submit bid (Enclosed as Annexure-3 to Forms and Procedures i.e., Section VI) Documents as required in accordance with Qualifying



		<p>Requirements / Pre-Qualification Criteria (PQC) i.e., Clause 6 of NIT.</p> <p>Signed, Stamped and Scanned copy of No deviation Certificate (Enclosed as Annexure-4 to Forms and Procedures i.e., Section VI)</p> <p>i) Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director or Legally Authorized Signatory, in the format as enclosed as Annexure-5 to Forms and Procedures i.e., Section VI to Bidding Document shall be furnished certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof.</p> <p>j) Signed, Stamped and Scanned copy of Form of Acceptance of Fraud Prevention Policy of HURL (Enclosed as Annexure-6 to Forms and Procedures i.e., Section VI).</p> <p>k) Signed, Stamped and Scanned copy of Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India and declaration on Local Content (Preference to Make in India). (Enclosed as Annexure-7 to Forms and Procedures i.e., Section VI).</p> <p>l) Signed, Stamped and Scanned copy of Declaration Regarding GST Applicable on Transportation Activity. (Enclosed as Annexure-A to Special Conditions of the Contract i.e., Section IV).</p> <p>m) Affidavit deposing compliance of Clause 5 of Notice Inviting Tender</p> <p>n) Any other document asked for in the Bidding Documents.</p> <p>Note: -</p> <p>Bidders are requested to upload the clearly visible documents only otherwise if not clearly visible then offer shall be liable for rejection without any further communication. The Techno-Commercial Bid should not contain any price content entry. In case, the Techno-Commercial Bid is found to contain any price content, such bid shall be liable for rejection.</p> <p>Checklist of documents to be submitted is enclosed as Annexure-1 to ITB.</p>
21.2.2	Price Bid (COVER TYPE – FINANCE)	<p>The Price bid is to be submitted in the BOQ provided in the Tender at https://eprocure.gov.in/eprocure/app.</p> <p>Bidders are advised to fill the BOQ and upload the same on the portal. Bidder should not tamper/modify download price bid template. In case if the same is found to be tampered / modified in any manner, bid will be rejected and EMD would be forfeited, and Bidder is liable to be banned from doing business with HURL for a period of 2 years.</p> <p>Bidders shall necessarily submit the prices on-line in the Bill of Quantity (BOQ) only.</p> <p>For preparation of the “Price Bid”, Bidders are expected to take into</p>



		<p>account the requirements and conditions of the bidding documents. The Price Bid shall be made in the 'BOQ' (excel file) only of Bidding Documents.</p> <p>The rate quoted by the bidder shall be inclusive of all provisions for incidental expenses necessary for proper execution and completion of the work in accordance with the terms & condition of the bidding document.</p> <p>All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the Special Conditions of Contract, on FIRM price basis and to remain valid during the currency of the Contract.</p>
	Documents to be uploaded in the format stipulated in the tender (online).	
	Note:	In case of Single Stage Two envelope bidding, Price Bid of those bidders whose bids are found to be qualified and technically & commercially responsive shall be opened at a later date under intimation to such bidders.
22.0	Deadline for Submission of Bids	<p>Bids must be submitted online no later than the time and date stated in the Tender Enquiry/NIT/ on line Tender details.</p> <p>The Off-line bid specified in the tender must be submitted to the Employer at the address given in the Special Conditions of Contract before the last date & Time for submission of Bid as specified in the NIT / Tender. Employer shall not be liable for loss/non-receipt/late receipt of above documents in postal transit.</p> <p>The on-line Bid must be submitted on the system well before the expiry of time and the schedule specified in the tender notifications and may note that there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on the server.</p> <p>The processing time for data exchange depends on the internet speed of the bidder, therefore bidder should avoid the last-minute hosting of their bid. The bids visible to the Employer will be final for the purpose of acceptance.</p> <p>EMPLOYER may, at its discretion, extend this deadline for submission of bids, in which case all rights and obligations of Employer and Bidders will thereafter be subject to the deadline as extended.</p>
23.0	Modification and Withdrawal of Bids	<p>The Bidder may modify or withdraw its bid after submission prior to the deadline prescribed for bid submission. In case of withdrawal a letter giving the reason for withdrawal is to be uploaded. Once a bid is withdrawn, the bid cannot be re-submitted.</p> <p>No bid may be withdrawn / modified in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal/Modification of a bid during this interval may result in the Bidder's forfeiture of its Earnest Money Deposit, pursuant to ITB Clause 14 above.</p>



24.0	Opening of Bids	
	Techno-Commercial Bid Opening	<p>The Employer will first open the Techno-Commercial Bid on the date and at the place specified in the tender enquiry/NIT. In the event of the specified date for the opening of bids being declared a holiday for EMPLOYER, the bids will be opened at the appointed time on the next working day. All important information and other such details as EMPLOYER, at its discretion, may consider appropriate, will be announced at the opening.</p> <p>Technical Bid shall be opened for evaluation.</p> <p>In case of Single Stage Two Envelope bidding, the Price Bid will remain unopened and the date and time for opening of price bids shall be intimated separately on the CPP website by EMPLOYER after completion of evaluation of Techno-Commercial Bids.</p>
	Price Bid Opening	<p>In case of Single Stage Single Envelope bidding, the Price Bid will be opened on the date and time for opening of bids specified after opening of Techno-commercial bids as specified above.</p> <p>In case of Single Stage Two Envelope bidding, after the evaluation process of Techno-Commercial bid is completed, the date and time for opening of price bids shall be intimated separately by Employer. Bidders, whose Techno-Commercial Bid is not substantially responsive, their Technical Bid shall be rejected and their Price bid will also be rejected & shall not be opened and their Earnest Money Deposit shall be returned.</p> <p>Price bids of those Bidders, who have been considered qualified and whose Techno-commercial Bid is found to be responsive, will be opened online in presence of the Bidder's authorised representatives who choose to attend.</p> <p>The participating bidders will be able to view the bid prices of all the bidders after online opening of Price Bids by Employer on the e- tender portal.</p>
25.0	Clarification on Bids	<p>During bid evaluation, EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to the Purchase Orders/Contracts executed declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT/IFB. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid including substitution of Purchase Orders/Contracts executed in the bid by new/additional Purchase Orders/Contracts executed for conforming to Qualifying Requirement shall be sought, offered or permitted.</p> <p>For this purpose, only 1 chance, shall be given. However, if after review, the employer considers further clarification is required, bidders</p>



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

		In case the Bidder refuses to withdraw additional conditions/deviations/exceptions, implicit or explicit, found anywhere in the bid in respect of techno-commercial requirements of the bidding documents, without any financial implication whatsoever to the Employer, the bid shall be rejected as technically non-responsive. Product(s) and/or service(s) not meeting the specified technical requirements & scope work, shall be rejected.
28.0	Preliminary Examination of Price Bid	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/exceptions, implicit or explicit, is found anywhere in the Price bid, the Earnest Money Deposit shall be forfeited.
29.0	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 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. d) In case of discrepancy between unit price and total price, which is obtained by multiplying the unit price and quantity, or between sub-totals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly.
30.0	Evaluation Criteria	The evaluation criteria specified in Special Conditions of Contract (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.
31.0	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) In case bidder submits any PO for job executed for HURL and bidder has not/is not able to furnish documentary evidence for execution, the internal records of HURL shall be considered against proof of fulfilment of commercial experience criteria. d) To evaluate a Bid, HURL shall consider the following: <ul style="list-style-type: none"> • The bid price as quoted as per Bill of Quantity (BOQ) • Price adjustment for correction of discrepancy.



		<ul style="list-style-type: none"> • Price adjustment due to Price Preference, pursuant to ITB clause 4.0, if applicable • Price adjustment due to Price Preference due to any other condition specified in Special Purchase Condition. • Price adjustment due to application of the evaluation criteria.
32.0	Contacting the Employer	<p>Subject to ITB clause 25.0 above, no Bidder shall contact the Employer on any matter relating to its bid, from the time of the opening of Bids to the time the contract is awarded.</p> <p>Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.</p>
33.0	Employer's Right to Accept Any Bid and to Reject Any or All Bids	<p>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.</p>
34.0	Award Criteria	<p>Subject to ITB Clause 33, the Employer will award the contract to the successful Bidder whose bid has been determined to be substantially responsive to the Bidding Documents and qualified to perform the contract satisfactorily, as per methodology specified in Special Conditions of Contract (SCC).</p> <p>The Bidder will be required to comply with all requirements of the Bidding Documents without any extra cost to the Employer, failing which his Earnest Money Deposit will be forfeited.</p>
35.0	Construction of Contract	<p>If required, HURL may place separate Orders for supplies and Services.</p> <p>The award of separate Purchase Orders shall not in any way dilute the responsibility of the Supplier for the successful completion of the Facilities as per Contract documents and a breach in one Purchase Order shall be construed as a breach of the other Purchase Order(s) which will confer a right on the Employer to terminate the other Contract(s) also at the risk and cost of the Supplier.</p> <p>The total value of all the orders shall be the Total Package value.</p>
36.0	Notification of Award	<p>Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing by email or letter or by telefax to be confirmed in writing by letter sent by Speed Post/Registered/courier, that its bid has been accepted. The notification of award (Purchase/Service Order) will constitute the formation of the contract and shall be effective from the date of award or the date as specified in Special Conditions of Contract (SCC).</p>
37.0	Corrupt or Fraudulent	<p>Employer requires that Bidders, Contractors and Suppliers observe the highest standard of ethics during the procurement and execution of the</p>

	Practices	<p>contracts. In pursuance of this policy, Employer:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;</p> <p>(b) will reject a bid for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract of the Employer.</p>
38.0	Fraud Prevention Policy	<p>The Bidders/ Service Providers/ Vendors/ Consultants etc. shall strictly adhere to the Fraud Prevention Policy of HURL displayed on its website http://www.hurl.net.in and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities and immediately apprise HURL of the fraud/suspected fraud as soon as it comes to their notice. A certificate to this effect shall be furnished by the bidder along with his bid, in relevant attachment as per format enclosed (Annexure 6 of Section VI (Forms and Procedures)) with the Bidding Document.</p> <p>If in terms of above policy, it is established that the bidder/his representatives have committed any fraud while competing for this contract then the Earnest Money Deposit shall be forfeited.</p>
39.0	Indian Agents	<p>In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product.</p> <p>If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit bid on behalf of another Principal/OEM in the same tender for the item/product.</p>
40.0	Transfer of Bid Documents	<p>a. Transfer of Bidding documents is not permissible.</p> <p>b. Documents purchased / downloaded by the intending bidders cannot be transferred.</p>



41.0	<p>Restrictions on procurement from a Bidder of a country which shares a land border with India</p>	<p>i. Any Bidder (including its Collaborator/Associate/DJU Partner/JV partner/Consortium Member/Assignee, wherever applicable) from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority.</p> <p>Such registration should be valid for the entire period of bid validity or any extension thereof. However, in case the validity period of registration is less than bid validity period, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids, failing which the bid shall be rejected.</p> <p>Further the successful bidder shall not be allowed to sub-contract works to any “Sub-contractor” from a country which shares a land border with India unless such Sub-contractor is registered with the competent Authority as mentioned in SCC.</p> <p>However, the said requirement of registration will not apply to bidders/sub-contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs.</p> <p>ii. “Bidder” (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.</p> <p>iii. “Sub-contractor” (including the term ‘Sub-vendor’/Sub-supplier’ in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of Sub-contractors stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>iv. “Bidders from a country which shares a land border with India” / “Sub-contractor from a country which shares a land border with India” mentioned in para above means.</p> <ol style="list-style-type: none"> An entity incorporated, established, or registered in such a country; or A subsidiary of an entity incorporated, established, or registered in such a country; or An entity substantially controlled through entities incorporated, established, or registered in such a country; or An entity whose beneficial owner is situated in such a country; or An Indian (or other) agent of such an entity; or
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		<p>f) A natural person who is a citizen of such a country; or</p> <p>g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p> <p>v. The beneficial owner for the purpose of clause “iv” above will be as under:</p> <p>a) In case of company of Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.</p> <p>Explanation-</p> <p>i. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.</p> <p>ii. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements.</p> <p>b) In case of a partnership firms, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.</p> <p>c) In case of an unincorporated associations or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.</p> <p>d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing officials.</p> <p>e) In case of a trust, the identifications of beneficial owner(s) shall include identification of the author of trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>vi. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p>vii. In regard to “Restrictions on procurement from a Bidder of a country which shares a land border with India” bidder has to submit Certificate as per Annexure 7 of Section VI (Forms and Procedures) of the bidding document.</p>
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42.	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.
	<u>Important Note</u>	The Special Conditions of Contract (SCC) will supersede any other related conditions anywhere else in the Bidding Documents and will prevail for evaluation / finalization of the tender.



Annexure-1 to ITB

Checklist of documents to be submitted:

Sr. No.	Item	Yes / No
1	Techno Commercial Proposal Bid Form (Enclosed as Annexure-1 to Forms and Procedures i.e., Section VI).	
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) as per format enclosed at Annexure-14 of Section VI (Forms & Procedures) of the Bidding documents / MSE Certificate for exemption of EMD.	
4	Signed, Stamped and Scanned copy of Certificates like Registration Certificate, GST No., PAN No., UDYAM etc.	
5	Signed, Stamped and Scanned copy of Format for Electronics Payment (Enclosed as Annexure-2 to Forms and Procedures i.e., Section VI) and a copy of cancelled cheque.	
6	Signed, Stamped and Scanned copy of Tender Acceptance Letter & Letter of authorization to submit bid (Enclosed as Annexure-3 to Forms and Procedures i.e., Section VI).	
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 VI).	
9	Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director or Legally Authorized Signatory, in the format as enclosed as Annexure-5 to Forms and Procedures i.e., Section VI to Bidding Document shall be furnished certifying that the data and documents furnished by them in respect of Techno-Commercial	
	Evaluation are true and correct including the contents thereof.	
10	Signed, Stamped and Scanned copy of Form of Acceptance of Fraud Prevention Policy of HURL (Enclosed as Annexure-6 to Forms and Procedures i.e., Section VI).	
11	Signed, Stamped and Scanned copy of Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India and declaration on Local Content (Preference to Make in India). (Enclosed as Annexure-7 to Forms and Procedures i.e., Section VI).	
12	Signed, Stamped and Scanned copy of Declaration Regarding GST Applicable on Transportation Activity. (Enclosed as Annexure-A to Special Conditions of the Contract i.e., Section IV).	



13	Affidavit deposing compliance of Clause 5 of Notice Inviting Tender	
14	Any other document asked for in the Bidding Documents.	

Note: Failure to Upload Authentic and Correct Documents as mentioned at Sr. No. 1 to 14 (except Sr. No. 5) 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.



Annexure 2 to ITB

A	Instructions for Online Bid Submission	<p>The bidders are required to submit their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.</p> <p>More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.</p> <p>1.0 REGISTRATION</p> <p>1.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.</p> <p>1.2 As part of the enrollment process, the bidders will be required to choose a unique username and assign a password for their accounts.</p> <p>1.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.</p> <p>1.4 Upon enrollment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / nCode / eMudhra etc.), with their profile.</p> <p>1.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.</p> <p>1.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.</p> <p>2.0 SEARCHING FOR BIDDING DOCUMENTS</p> <p>2.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.</p> <p>2.2 Once the bidders have selected the tenders they are</p>
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		<p>interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the Bidding Document.</p> <p>2.3 The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.</p> <p>3.0 <u>PREPARATION OF BIDS</u></p> <p>3.1 Bidder should take into account any corrigendum published on the Bidding Document before submitting their bids.</p> <p>3.2 Please go through the Bidding Document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.</p> <p>3.3 Bidder, in advance, should get ready the documents to be submitted as indicated in the Bidding Document / schedule. Generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.</p> <p>4.0 <u>SUBMISSION OF BIDS:</u></p> <p>4.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. HURL shall NOT be responsible for any delay.</p> <p>4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Bidding Document.</p> <p>4.3 Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.</p> <p>Bidder should prepare the EMD as per the instructions specified in the Bidding Document. In case the EMD is submitted through DD/BG, the original should be posted/couriered/given in person to the concerned official, so as that it reaches to the concerned official latest by the last date and time of bid submission or as specified in the Bidding Documents.</p> <p>4.4 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a</p>
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		<p>standard BOQ format with the Bidding Document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the blue colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.</p> <p>4.5 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.</p> <p>4.6 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology.</p> <p>4.7 Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded Bidding Documents become readable only after the tender opening by the authorized bid openers.</p> <p>4.8 The uploaded Bidding Documents become readable only after the tender opening by the authorized bid openers.</p> <p>Upon the successful and timely submission of bids (i.e., after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.</p> <p>4.9 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.</p> <p>4.10 The Bidder is allowed to re-submit the Bid and related Bid documents before the last date of Bid submission and time. The Bid can be re-submitted as many times as required by the Bidder, within the indicated timelines. The last version of the Bid submitted by the Bidder before the Bid submission date and time will be considered for Bid evaluation.</p> <p>4.11 The Bidder is permitted to withdraw his Bid before the last</p>
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		<p>date of Bid submission and time through the CPP Portal. The bidder should provide the supporting reasons for bid withdrawal and attach the supporting letter to the Purchaser.</p> <p>4.12 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/Contractsexecuted declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT/IFB. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid including substitution of Purchase Orders/Contracts executed in the bid by new/additional Purchase Orders/Contracts executed for conforming to Qualifying Requirement shall be sought, offered or permitted.</p> <p>For this purpose, only 1 chance, shall be given. However, if after review, the employer considers further clarification is required, bidders may be given one more opportunity to submit further clarifications/ documents on the documents/ clarifications already submitted. If the techno-commercial acceptability of bidder is established upon verification of documents including clarifiactions submitted, the case shall be considered for further processing. If the bidder happens to be defaulter upon verification of the documents or has not uploaded the required document within the mentioned time frame his bid would be analyzed based on the uploaded documents and if found not in order as per requirement, would be outrightly rejected.</p>
B.	Reverse Auction	<p>Procedure in submission of bids by the bidders during Reverse/Forward auction online.</p> <ul style="list-style-type: none"> ➤ Bidders shall login using their login ID & Password and then using DSC. ➤ Click on My Auctions button given in left side of page, to view Action details for which Techno-Commercially qualified. ➤ For participating in Live Auction, <ul style="list-style-type: none"> a) Click on Live Auction Button. b) Click on View button to participate in interested Auction. c) There is List of qualified Lots in which Bidder can participate against selected Auction. d) Click on Hammer Icon to participate in the respective lot. e) On clicking Hammer Icon, system will show Start price, Decremental (or incremental) price and Current price against lot. Current Price is appearing as Blank in case no bidder has offered price. f) Enter your Price in 'My Auction Price' in multiples of



		<p>decremental (incremental) value up to above (below) Max Seal % value, and then sign it digitally by clicking on Sign Icon and Click on submit button.</p> <p>g) System will show your Latest Value / Price Quoted and system will also show Least Amount/ Rate which any Bidder would have quoted.</p> <p>1. Tender Cum Auction is a combination of Tender Followed by Reverse Auction. It is also called as eRA.</p> <p>Subsequently, Reverse Auction will be conducted amongst techno-commercially qualified / approved bidders after Opening of Financial/Price Bids' online.</p> <p>The Reverse Auction will be normally initiated after Opening of Price Bids. There will be no participation fees for Auction. Only such bidders - who have been found techno- commercially qualified as per requirements of the tender will be permitted to participate in the Reverse Auction.</p> <p>After opening of the price (financial) bids, System displays L1 price based on either over all basis or item wise/lot basis automatically. Using this system provided price, which would be auction start price procuring entity will create Reverse Auction and publish the same.</p> <p>The Techno-commercially qualified bidders will receive Auction information through SMS & email. The participating bidders get an opportunity to revise their prices (reduce in case of Reverse Auction). It allows bidders multiple opportunities to offer a price.</p> <p>2. The lowest value quoted by the bidder will become the auction start price for auction and the participant bidders have to quote below the auction price.</p> <p>3. The Bidder would be allowed to bid lower than the opening price of auction in multiples of the decrement value mentioned in para 5. However, bidder can only bid lower than the Lowest Bid.</p> <p>4. The auction will be done on bid value (to be provided by bidder) which will be derived based upon cost as mentioned in para below. It is inclusive of any taxes, etc.</p> <p>5. The minimum decrement value will be Rs. 10,000.00 as mentioned in clause VII below. The reduction shall have to be made as per decrement value or in multiple thereof.</p> <p>6. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:</p> <ul style="list-style-type: none"> a) Current Bid Price in the Auction. b) Start Price. c) Decrement value.
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		<p>quoted while submitting the commercial bid. In case the successful bidder(s) fail(s) to submit the final BoQ within 3 days or the breakup given by bidder does not match with total offered price, the HURL will be at liberty to place order by proportionately reducing the component rates on basis of the breakup of the e-auction bid submitted by the successful bidder along with the initial offer and the same will be binding on the successful bidder. All calculations will be done up to two decimal places. In no case the total amount of the revised BOQ to be higher than the amount received after RA. In case the amount with revised BOQ exceeds the amount received after reverse Auction, then rounding off (in the decimal places) in the unit rates shall be done in a manner that the total value does not exceed the total RA price. Such derived rates shall be binding on the successful Bidder.</p>
		<p>Bidders must apprise themselves of the applicable guidelines for submission of and uploading of bids etc. on CPP website.</p>



HINDUSTAN URVARAK & RASAYAN LIMITED

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



SECTION – III

GENERAL CONDITIONS OF CONTRACTS (GCC)



The Special Conditions of Contracts (SCC) will supersede any related condition anywhere in the Bidding Documents and will prevail for evaluation / finalization of the tender.		
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	<p>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.</p> <p>The order of precedence of documents shall be as under:</p> <ol style="list-style-type: none"> Contract Agreement and the Appendices Purchase Order/Service Order along with its annexures. Amendment to Bidding Documents Special Conditions of Contract Technical Specifications including Scope of Work General Purchase Conditions The Bid and BOQ submitted by the Supplier Instructions to bidders <p>An amendment issued after issue of Contract shall take precedent over the formal Contract and all other contract documents.</p> <p>In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Documents are listed above.</p> <p>Any error in description, quantity, or rate in Bill of Quantity (BOQ) or any omission therefrom shall not vitiate the 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.</p>
3	Singular and Plural	<p>The singular shall include the plural and the plural the singular, except where the context otherwise requires.</p>
4	Headings	<p>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.</p> <p>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.</p>
5	Communications and Notices	<p>Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the Authorized Representatives named in the Contract.</p> <p>A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p> <p>A Party may change its address for notice hereunder by giving the other</p>



		Party notice of such change to the address.
6	Governing Laws	<p>The Contract shall be governed by and interpreted in accordance with laws in force in India.</p> <p>The Courts of Delhi shall have exclusive jurisdiction in all matters arising under the Contract, unless otherwise stated in the SCC.</p>
7	Governing Language	<p>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.</p> <p>The English Translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate. Further, translation shall be authenticated by the Indian Consulate located in the Country where the documents have been issued or the Embassy of that Country in India.</p> <p>The Contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.</p>
8	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.
9	Authorized Representatives	<p>Engineer-in-Charge</p> <p>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.</p>
10	Contractor's Authorised Representative	<p>Contractor's Representative</p> <p>If the Contractor's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Contractor shall</p>



		<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
11	Relation between the Parties	Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Owner and the 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.
12	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.
13	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



	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>If a new tax, duty, or levy is imposed or any rates of tax are increased or decreased under statute or law in India after the date seven (7) days prior to date of Techno-Commercial bid opening and the Contractor becomes liable there under to pay and actually pays the said new tax, duty or levy for bonafide use on the work contracted, the same shall be reimbursed/recovered to the Contractor.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
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14	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.
15	Effective Date	The date the Contract comes into effect shall be as specified in the SCC.
16	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.
17	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.
18	Contract Price	The Contract price, other than GST, shall remain FIRM throughout the contract period and will NOT be subject to adjustment for price escalation during the performance of the Contract until unless specified otherwise in the SCC.
19	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.
20	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.
21	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.
22	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.
23	Limitation of Liability	<p>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.</p> <p>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.</p> <p>Except in cases of criminal negligence or wilful misconduct,</p> <p>(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</p> <p>(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.</p> <p>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.</p>
24	Liability of the Contractor	<p>The Contractor shall be, liable to and required to indemnify, the Owner as stated under for due performance of the Contract.</p> <p>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:</p> <p>(a) infringement or alleged infringement by the Contractor of any patent or other protected right; or</p> <p>(b) plagiarism or alleged plagiarism by the Contractor.</p> <p>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</p>



		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	<p>The Contractor</p> <ul style="list-style-type: none"> (a) 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 (b) at the Owner's request, shall provide evidence to the Owner showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
26	Contractor's Actions Requiring Owner's Prior Approval	<p>The Contractor shall obtain the Owner's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> (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. <p>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.</p>
27	Assistance and Exemptions	<p>The Owner shall use its best efforts to ensure the following:</p> <ul style="list-style-type: none"> (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	<p>General</p> <p>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:</p> <p>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.</p> <p>No payment made by the Owner herein shall be deemed to constitute acceptance of the Services nor relieve the Contractor of any obligations.</p> <p>Modes of Billing and Payment</p> <p>All the invoices of payment shall be supported by necessary Documents</p>



		<p>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.</p> <p>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.</p> <p>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.</p>
29	Early Warning	<p>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.</p>
30	Extension of the Intended Completion Date	<p>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.</p>
31	Good Faith	<p>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.</p>
32	Liquidated Damage (LD) for Delay	<p>The timely delivery of the material/services is the essence of the contract. In the event of Supplier's failure to deliver the material / services or fails to perform the incidental Works/ Services of acceptable quality within the stipulated delivery period, the liquidated damages are payable by the Supplier / Contractor @ ½% percent of the delivered price of the delayed material / Services and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 5% of the delayed materials / Services' or incidental Works/ Services' contract price(s). However, the total liability of the Supplier / Contractor under this clause shall not exceed 5% of the Total contract value as awarded.</p> <p>In case of amendment in the contract value, the limiting value of the</p>



		<p>Liquidated damages shall be 5% of the amended Contract Value.</p> <p>The amount of Compensation may be adjusted or set-off against any sum payable to the Supplier/Contractor under this or any other contract with the Owner.</p>
33	Change in laws and regulations	<p>If, after the date seven (7) days prior to the last date of Bid submission, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to items in respect of both direct transactions between the Employer and Supplier.</p>
34	Performance Security	<p>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 for ten percent (10%) 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.</p> <p>CPG may be submitted in any of the following forms:</p> <ol style="list-style-type: none"> crossed Demand Draft / Bankers cheque drawn in favour of HURL Payable at New Delhi. An irrevocable Bank Guarantee as per the HURL standard format from any Nationalized bank / Scheduled Bank as acceptable to HURL as per list enclosed. <p>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.</p> <p>No interest shall be payable by the Employer to the Contractor against the Security Deposit furnished.</p> <p>Performance Security shall be returned after Certification of completion of work by EIC. However, the contractor will have to apply in writing, for refund of the same.</p>
35	Force Majeure	<p>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 or dissimilar, acts of God, earthquake, tidal wave, tsunami, hurricane, storm, typhoon or cyclone (except monsoon), floods, lightning, land slide, fire or explosions, plague or epidemic, strikes of a whole National category of workers and concerted act of workmen or</p>

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 endeavour 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.



		<p>Delay or non-performance by a party hereto caused by the occurrence of any event of FORCE MAJEURE shall not:</p> <p>(a) Constitute a default or breach of the CONTRACT,</p> <p>Or</p> <p>(b) Give rise to any claim for damages or additional cost or expense occasioned thereby, if such delay or non-performance is caused by the occurrence of any event of FORCE MAJEURE. FORCE MAJEURE conditions are not payable under any circumstances.</p> <p>Force Majeure is no one's fault, therefore each party should bear its own cost and a provision to terminate the 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 take action to mitigate the impact of the prolonged Force Majeure event in mutual consent with Owner.</p> <p>FORCE MAJEURE shall not apply to any obligation of the OWNER to make payments to the CONTRACTOR under the contract.</p>
36	No Breach of Contract	<p>The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.</p>
37	Measures to be Taken on Force Majeure	<p>A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>Any period within which a Party shall, pursuant to this 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.</p> <p>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,</p>



		<p>shall either:</p> <ul style="list-style-type: none"> (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 (b) continue with the Services to the extent possible, in which case the Contractor shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
38	Suspension	<p>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:</p> <ul style="list-style-type: none"> i. On account of any default on part of the Contractor. ii. for proper execution of the Works or part thereof for reasons other than the default on the part of the Contractor. iii. for safety of the Works or part thereof, for reasons other than those attributable to the Contractor. <p>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.</p> <p>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.</p> <p>If such suspension of WORK by OWNER delays or is likely to delay the progress of WORK or the carrying out of WORK under 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.</p>
39	Termination for Default	<p>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.</p> <p>Fundamental breaches of the Contract shall include but shall not be limited to, the following:</p> <ul style="list-style-type: none"> (a) If the Contractor fails to remedy a failure in the performance of their

		<p>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.</p> <p>(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.</p> <p>(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.</p> <p>For the purpose of this Sub-Clause:</p> <p>"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>"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.</p>
40	Termination for Insolvency	<p>The Owner and the Contractor may at any time terminate the Contract by giving notice to the other party if:</p> <p>(a) the Owner becomes bankrupt or otherwise insolvent.</p> <p>(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</p> <p>(c) in such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.</p>
41	Termination for Convenience	<p>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.</p> <p>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</p>



		amount to be paid to the Supplier under this Order/Contract.
42	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.
43	Cessation of Services	Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clauses 39 to 42, 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.
44	Payment upon Termination	Upon termination of this Contract pursuant to GCC Clauses to 39 to 42, the Owner shall make the payments to the Contractor for Services satisfactorily performed prior to the effective date of termination.
45	Disputes about Events of Termination	<p>If either Party disputes whether an event specified in GCC Clause 39, 40 or 41 has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 46, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.</p> <p>In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC Clause 46.</p>
46	Settlement of Disputes	<p>Mutual Discussion</p> <p>Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties and so notified in writing by either Party to the other Party (the 'Dispute') shall in the first instance, be attempted to be resolved amicably by mutual consultations between the Parties within a period of 30 days. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.</p> <p>Arbitration</p> <p>If either the Owner or the Contractor is dissatisfied with the mutual discussion, or if the mutual discussion fails to arrive at a decision within thirty days (30) days of a dispute being discussed, then either the Owner or the Contractor may, within fifty-six (56) days of such reference, give notice to the other party, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>Any dispute in respect of which a notice of intention to commence</p>



		<p>arbitration has been given, in accordance with above clause, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Services.</p> <p>Any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.</p> <p>The Owner and the 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:</p> <ul style="list-style-type: none"> a) President, Institution of Engineers in case of an Indian Contractor. b) President, International Chambers of Commerce, Paris in case of a Foreign Contractor. <p>If one party fails to appoint its arbitrator within forty-two (42) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.</p> <p>If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned under the Clause related to Governing Law and a substitute shall be appointed in the same manner as the original arbitrator. Arbitration proceedings shall be conducted,</p> <ul style="list-style-type: none"> (i) in accordance with the following rules of procedure: <ul style="list-style-type: none"> a) In case of a foreign 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.
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		<p>(ii) in New Delhi, India (Place for Arbitration)</p> <p>(iii) in the language in which this Contract has been executed.</p> <p>The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.</p>
47	Fraud Prevention Policy	<p>The Supplier along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall strictly adhere to the Fraud Prevention policy of the Employer displayed on its tender website http://www.hurl.net.in.</p> <p>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).</p> <p>The Supplier shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.</p>
48	Risk purchase	<p>In the event 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.</p> <p>Further, HURL shall retain the right of forfeiture of Performance Security and or any other action as deemed fit.</p>

IMPORTANT NOTE	<p>The Special Conditions of Contract will supersede any other related conditions anywhere in the tender documents and will prevail for evaluation / finalization of the tender.</p>
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HINDUSTAN URVARAK & RASAYAN LIMITED

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



SECTION – IV

SPECIAL CONDITIONS OF CONTRACTS(SCC)



The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Wherever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated.

SCC Clause	Reference Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract or additional clauses
1	Qualifying Requirements / Pre-Qualification Criteria (PQC)	As per clause 6.0 of Section 1 i.e., NIT (Notice Inviting Tender).
2	Price Bid/ BOQ	<p>Schedule of price bid / BOQ in the form of BOQ_XXXX .xls is provided along with this tender document at https://eprocure.gov.in/eprocure/app.</p> <p>Bidders are advised to upload the same in the commercial bid. Bidder shall not tamper/modify download price bid template in any manner. In case if the same is found to be tampered / modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with HURL.</p> <p>In the BOQ total estimated cost is derived based on the estimated unit rate for each item as indicated in BOQ. The bidders shall quote their rate in percentage rate over total estimated cost of all items of BOQ portion up to two decimals only in price bid. Bidders to note that only first two decimals shall be considered for evaluation if quotation is having more than two decimals. Bidders is required to select "Excess (+) / Less (-)" from drop down menu and then they have to quote rate in percentage up to two decimals only.</p> <p>The unit price of each item mentioned in BOQ for awarding the contract shall be derived after multiplying with a factor (calculated as per below calculation) with estimated amount of unit rate for each item indicated in BOQ.</p> <p>Bidder quote factor = $1 \pm (\text{Quoted rate in Percentage} / 100)$</p> <p>"+" to be considered If bidder quotes Excess (+).</p> <p>"-" to be considered if bidder quotes Less (-).</p> <p>For Example- If bidder quotes Excess (+) 10% then bidder quote factor will be 1.1. Similarly, if bidder quotes Less (-) 10% then bidder quote factor will be 0.9. All calculations will be done up to 2 decimal places.</p> <p>The quoted rate/amount shall be inclusive of taxes duties, levies including any other incidental charges applicable for the complete Scope of Work excluding GST.</p> <p>The GST shall be paid extra as per the provisions of Clause 6 (i.e., Taxes and Duties) of SCC.</p> <p><u>The quantity/slab wise quantity mentioned in the BOQ are indicative / estimated only which are given for purpose of evaluation.</u></p> <p><u>Any activity in the BOQ can be executed up to the limiting value and the</u></p>



		<p><u>quantity may vary up to any extent.</u></p> <p><u>HURL reserve the rights to get any of the activity of the BOQ executed from the bidder as per the requirement and same shall be binding in the bidder.</u></p> <p>Note: Quantity mentioned in the BOQ / SOR are non-splitable under the tender. BOQ (Bill of Quantity) and SOR (Schedule of Rates) shall have the same meaning.</p>
3	<u>Bid Evaluation</u>	<p><u>Pre-Qualification Evaluation</u></p> <p>HURL, by the examination of Techno-Commercial Bid, will determine to its satisfaction whether the participating bidders are qualified to satisfactorily perform the contract in terms of Pre- Qualification Criteria stipulated in clause 1 of SCC.</p> <p>An affirmative determination of meeting the Pre- Qualification Criteria will be a prerequisite for further evaluation of Techno-Commercial bid. A negative determination will result in rejection of the Bidder's Techno-Commercial Bid in which event HURL will not open the Price Bid of the concerned bidder and his EMD shall be returned.</p> <p><u>Technical Bid Evaluation</u></p> <p>Bids shall be scrutinized on Techno-Commercial parameters based on the documents as mentioned in Annexure-1 to ITB. Bidders are required to submit fully compliant bid. The bidders are required to furnish no deviation certificate in conformity to same. The bidder who has not submitted / furnished such certificate, their price bid shall not be opened. The PRICE BID shall be opened only of those bidders whose bid would have been considered techno-commercially accepted. Conditional bid will not be accepted.</p> <p><u>Price Bid Evaluation</u></p> <p>Price bid(s) of the bidder(s) shall be evaluated on the basis of SUM-TOTAL of bidder's quote for all the items as quoted by bidder in SOR excluding GST amount.</p> <p>The lowest evaluated price of the technically qualified bidder shall be considered for initiating of Reverse Auction (RA) Process and the Lowest Received Price of the bidder after the completion of Reverse auction shall be considered for award.</p> <p>Reverse Auction (RA) Process shall be conducted on the total quantity of BOQ.</p> <p>The financial comparison for selection of Lowest (L-1) Bidder after reverse auction shall be done based on the total derived price of all the items mentioned in BOQ/SOR. The aggregate amount will be worked out as total derived price of all items of BOQ, shall be considered for evaluation and award.</p> <p>The L1 bidder needs to submit the revised total amount in reverse auction.</p> <p>Final Quoted rate in (+/-) Percentage of the L1 bidder after reverse auction shall be as follows:</p> $= \frac{\text{Final Amount of the L1 bidder after RA} - \text{Estimated Amount of BOQ}}{\text{Estimated Amount of BOQ}}$



		<p>Note:</p> <p>a) <u>The quantity/slab wise quantity mentioned in the BOQ are indicative / estimated only which are given for purpose of evaluation.</u></p> <p>b) <u>L1 position shall be arrived with the estimated quantity.</u></p> <p>The successful bidder needs to submit the revised BoQ in line with price quoted by him in reverse auction. The ratio of percentage decrease in cost of each component shall be same as the overall percentage reduction in the bid value originally quoted by successful bidder and final L1 value quoted by successful bidder after reverse auction.</p> <p>The detailed Break-up of offered cost, provided by the successful bidder shall be considered and order, if placed, shall be with the same break-up of prices. The successful bidder after reverse auction will be responsible to ensure that the rate as per the breakup of prices provided by him after the reverse auction and total value offered by him in the reverse auction are in same proportion. The successful bidder will not be allowed to increase the rate of any component while submitting the breakup. While giving the break up, the successful bidder will have to consider same rate of taxes as quoted while submitting the commercial bid. In case the successful bidder(s) fail(s) to submit the final BoQ within 3 days or the break up given by bidder does not match with total offered price, the HURL will be at liberty to place order by proportionately reducing the component rates on basis of the breakup of the e-auction bid submitted by the successful bidder along with the initial offer and the same will be binding on the successful bidder.</p> <p>However, if Reverse Auction does not lead to any bid, HURL shall reserve the right to award the job based on the lowest prices quoted in online commercial bid.</p> <p>The management reserves the right to accept/ reject any or all tenders at the time prior to award of contract without assigning any reasons whatsoever.</p>
4	Award Criteria	<p>The Lowest Received Price of the bidder after the completion of Reverse auction and negotiation shall be considered for award on L1 bidder.</p> <p>However, HURL reserves the right to negotiate price with L1 bidder.</p> <p>Rate Contracts shall be awarded to the successful L1 bidder. The limiting value of the rate contract shall be total value (excluding GST) of L1 bidder arrived at considering the quantities indicated in the BOQ for the purpose of evaluation.</p> <p>The quantity against individual items in the rate contract can vary to any extent within limiting value of the contract.</p> <p>Letter of Award / Purchase Order and Rate Contract shall have the same meaning.</p> <p>Note: Quantity mentioned in the SOR are non-splitable under the tender.</p>



5	Contract Price	<p><u>Rate contracts shall be awarded to the L1 Bidder on the quoted/finalized rates without mentioning the quantity with the capping (limiting value) of L1 bidder amount arrived with estimated quantity.</u></p> <p>The limiting value may vary up to +20% at the discretion of HURL subject to approval of competent authority.</p> <p>Contract Price shall be total amount excluding GST.</p> <p>Price Escalation Formula</p> <p>As per clause B.4.1 of Section V i.e., Technical Specifications/Scope of Work.</p>
6	Taxes and Duties	<p>Schedule of price bid / BOQ is divided in following four activities:</p> <ol style="list-style-type: none"> Rake Handling Services. Warehousing Services. Warehouse Rentals. Transportation Services. <p>The rates shall include all taxes, duties, royalties and other statutory levies leviable at present including Toll Tax etc. but exclusive of GST applicable on above mentioned activities.</p> <p>Following may please be noted w.r.t GST</p> <p>1) For Rake Handling Services, Warehousing Services and Warehouse Rentals</p> <p>GST (Goods and Service Tax) on the Rake Handling Services, Warehousing Services and Warehouse Rentals shall be payable extra at applicable rates.</p> <p>2) For Transportation Services</p> <ol style="list-style-type: none"> Being under reverse charge mechanism shall be deposited by HURL. Bidder has an option to deposit GST and claim re-imbursement from HURL against submission of documentary evidence. <p>In regard to Transportation services, bidder has to submit declaration enclosed as Annexure-A to SCC.</p> <p>If the bidder quotes Zero "0" or keep the same blank in the Applicable GST rate in the declaration or do not submit the above required declaration. The GST amount would be deemed to be included in the per unit rate quoted by the bidder in the BOQ.</p> <p>The bidder shall further ensure that all the basic requirements including comprehensive insurance charge on vehicles and all Govt. charges such as Road taxes, taxes if any on inter - state movement of trucks etc. to make the trucks road worthy for movement on road are complied with by them, and no increase in rates would be permissible in the event of increase in such charges.</p> <p>The contractor shall indemnify the Company against levy of any taxes/charges etc., imposed by the Govt. or any authority which are in existence at the time of submission of tender and also future statutory levies and the Contractor failed to deposit the same. The Company shall have the right to recover the total amount of tax so assessed including litigation expenses from contractor's bills / security deposit.</p> <p>GST payment applicable at the time of awarding the contract shall be subject</p>



		to any change in GST law in future.
7	Payment Terms & Documents required for Payment	As per clause B.9 of Section V i.e., Technical Specifications/Scope of Work.
8	Defect Liability Period	<i>Not Applicable under this contract.</i>
9	Governing Laws GCC CLAUSE 6	As per GCC.
10	Effective Date GCC CLAUSE 14 & 15	Effective Date of contract shall be the date of kick off meeting.
11	Commencement of Services GCC CLAUSE 16	As per clause B.8 of Section V i.e., Technical Specifications/Scope of Work.
12	Insurance to be taken out by the Contractor GCC CLAUSE 25	<p>The contractor is required to take insurance cover for all risks involved in the execution of the scope of work including the following coverage</p> <p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in India by the Contractor or its Personnel or any Sub-Contractors or their Personnel. (b) Third Party liability insurance. (c) Personal Accident coverage and other job <p>Any other insurance required during the execution of work.</p>
13	Contractor's Actions Requiring Owner's Prior Approval GCC CLAUSE 26	<i>As per GCC</i>
14	Contract Period	As per clause B.7 of Section V i.e., Technical Specifications/Scope of Work.



15	Signing of Contract Agreement	<p>The successful tenderer / bidder shall be required to execute a contract agreement on non-judicial stamp paper of Rs.500 in the prescribed proforma (enclosed as Annexure-11 to Section VI i.e., Forms and Procedures) with the Company within 30 (thirty) days of the issue of the work order of the same for carrying out the work according to the general and special conditions of contract specified in the Tender Document.</p> <p>Cost of non-judicial stamp paper shall be borne by successful bidder. The contract shall be presumed to be effective from the effective date contract. The Tender Document, Letter of Acceptance and other correspondence between the Company and the tenderers shall form part of the contract.</p> <p>Failure of the successful tenderer / bidder to execute the above-mentioned Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p>
16	NOTICE OF DEFAULT	<p>In the event of any default by either party hereto, in respect of any of its obligations and responsibilities under the Contract, the party not in default shall give notice in writing to the other party calling upon it to rectify such default. Should the party in default does not rectify such default within a period of thirty (30) days of the receipt thereof within the said period, the other party shall be entitled to treat it as a breach of Contract and notice to that effect shall be given forth with.</p>
17		<p>If a tenderer resorts to any frivolous, malicious, or baseless complaints/allegations with an intent to hamper or delay the tendering process or resorts to canvassing / rigging/influencing the tendering process, HURL reserves the right to debar such tenderer from participation in the future tenders up to a period of 2 years.</p>
18		<p>Bidders must before submission of their Bids, acquaint themselves with all applicable regulatory and other legal requirements pertaining to insurance and health, safety and environment requirement in India and rules related to work permit and visa requirements in India or in any way or manner affecting the performance of Scope of Work, the Contractor and the Plant operation and performance including social security, safety, pollution control, permits, licenses, and the other statutory requirements and regulations. The submission of a Bid by the Bidder will be construed as evidence that such an examination was made, and the Bidder shall not raise at any time later any claims/disputes against the Owner and the Owner shall not be liable for the same in any manner whatsoever.</p>
19	Quantity Variation	<p>HURL does not guarantee any off take against the rate contract & vendor will not have any claim whatsoever in this regard.</p> <p>As specified in SCC clauses 2,3 and 4 above any quantity in the BOQ can be executed up to the limiting value and the individual quantity can vary up to any extent.</p> <p>The limiting value may vary up to +20% at the discretion of HURL subject to approval of competent authority.</p>



20	Performance Security / Performance Bank Guarantee (PBG)	<p>Within ten (10) days of the receipt of Purchase Order/Service Order from the Employer, the contractor shall furnish the Contract Performance Security / Guarantee, for the due performance of the Contract for the value as tabulated below with an initial validity up to ninety (90) days beyond the completion date for work plus defect liability period (if any), for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer.</p> <table border="1" data-bbox="504 409 1461 736"> <thead> <tr> <th>Sr. No.</th><th>Contract Price (Excluding GST) (INR)</th><th>Performance Security / Performance Bank Guarantee (INR)</th></tr> </thead> <tbody> <tr> <td>1</td><td>Up to 250 Lakh</td><td>5 Lakh</td></tr> <tr> <td>2</td><td>> 250 Lakh & ≤ 500 Lakh</td><td>7.5 Lakh</td></tr> <tr> <td>3</td><td>> 500 Lakh & ≤ 750 Lakh</td><td>10 Lakh</td></tr> <tr> <td>4</td><td>> 750 Lakh & ≤ 1000 Lakh</td><td>12.5 Lakh</td></tr> <tr> <td>5</td><td>> 1000 Lakh</td><td>15 Lakh</td></tr> </tbody> </table> <p>Performance Security / Performance Bank Guarantee (PBG) may be submitted in any of the following forms:</p> <ul style="list-style-type: none"> a) electronically by RTGS / NEFT in the account of HURL details of which are given in bidding document or b) in the form of Demand Draft in favour of <i>Hindustan Urvarak & Rasayan Limited</i>, Payable at New Delhi. or c) in the form of an irrevocable bank guarantee in accordance with the form of included in the bidding documents (Annexure 9 of Section VI (Forms and Procedures)) from any Nationalized bank / Scheduled Bank recognised by Reserve Bank of India. <p>Failure of the supplier to submit the above-mentioned Performance Security / Performance Bank Guarantee (PBG) shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p> <p>No interest shall be payable by the Employer to the Contractor against the Security Deposit furnished.</p> <p>Performance Security shall be returned after Certification of completion of work and Defect Liability period (if any) by EIC. However, the contractor will have to apply in writing, for refund of the same.</p>	Sr. No.	Contract Price (Excluding GST) (INR)	Performance Security / Performance Bank Guarantee (INR)	1	Up to 250 Lakh	5 Lakh	2	> 250 Lakh & ≤ 500 Lakh	7.5 Lakh	3	> 500 Lakh & ≤ 750 Lakh	10 Lakh	4	> 750 Lakh & ≤ 1000 Lakh	12.5 Lakh	5	> 1000 Lakh	15 Lakh
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5	> 1000 Lakh	15 Lakh																		
21	Penalty / Liquidated Damage (LD) for “non-commencement or delay in completion of work” and “delay in delivery after dispatch”.	<p>As per clause B.4.2 and B.4.5 of Section V i.e., Technical Specifications/Scope of Work.</p> <p>This clause supersedes the clause 32 of GCC.</p>																		



Annexure-A to SCC

DECLARATION REGARDING GST ON TRANSPORTATION ACTIVITY

(To be given on Company Letter Head)

NIT Ref. No.: HURL/HQ/CS479

DATED 10.10.2024

Sub: Declaration Regarding GST Applicable on Transportation Activity.

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

Dear Sir,

We hereby submit following declaration with respect to the applicability of GST **on Transportation Activity.**

☐ GST (Goods and Service Tax) under reverse charge mechanism (RCM) shall be deposited by HURL.

OR

☐ GST shall be Charged by the bidder @ _____% will be reimbursed by HURL.

(Please select only one option and tick in the applicable Box for GST)

Yours faithfully,
(Signature)

Date:
Place:

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

Note: - If the bidder quotes Zero "0" in the Applicable GST rate in the declaration OR doesn't submit the declaration then the GST amount would be deemed to be included in the per unit rate quoted by the bidder in the BOQ.



HINDUSTAN URVARAK & RASAYAN LIMITED

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



SECTION – V

TECHNICAL SPECIFICATIONS

(SCOPE OF WORK AND OTHER TERMS & CONDITIONS)



1. Scope of work

Introduction:

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

Section A: Services required by the contractor:

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

The Contract involves Handling and Transportation of fertilizers from rail-head / warehouses to various destinations in different slabs given elsewhere in this document. The job includes clearing, handling of fertilizers, bagged in normally 50 Kg/45 Kg bags and in rare cases bagged in smaller quantities. The fertilizers will be dispatched from our manufacturing plants or ports to rail-head in rakes. Each full rake will contain approximately 2600-4000 MT quantity or more as per the policy of Railways. On certain occasions half rakes containing about 1300-2000 MTs or less/more as per policy of Railways, may also be placed. This quantity will have to be handled at the rail-head and transported to various destinations/WH as per the dispatch instructions provided by HURL's authorized marketing representative.

A.1. H & T Support

- i. **Handling at railheads:** Unloading from railway wagons and stacking on the platform/wharf and de-stacking and loading into trucks arranged by the bidder themselves.
- ii. **Transportation from railheads/warehouses to wholesalers/resellers & local godown /warehouses** as may be required by HURL from time to time. The contractor shall have to deploy sufficient number of trucks per day as required during the period of handling, within the stipulated time, failing which the consequences thereof will rest entirely with the bidder. No detention charges for trucks, either at rake points or any godown shall be payable by the Company under any circumstances whatsoever.
- iii. **Handling at Godown:** Unloading the material received by trucks and stacking inside godown. De-stacking and loading into trucks at the godown for dispatch.
- iv. **Re-bagging or Standardization:** The contractor shall also arrange to takeout the cut & torn/defaced bags from the stacks and standardize the same with or without replacement of "A" class bags by weighment on beam scale / platform scale; stitch with stitching machine and then stack them in godown or load them in to the trucks as may be required from time to time by HURL.
- v. **Sale of 'C' Class bags-** 'C' Class bags are generated after standardization of cut & torn/defaced bags replaced by 'A' class bags. Recovery of "C" class bags (cut & torn bags) shall be made from H&T and warehousing agent at the rate fixed by HURL from time to time.
- vi. **Shifting of Bags and stacking:** The contractor shall as and when required remove bags from any stack in the godown and restack in the same godown or another godown up to the required height. Restacking in another godown means the nearby godown in the same premises where bags can be carried by the head load / hand trolley as per the instruction of HURL.
- vii. **Unloading of Bags at Warehouse in Institutional Supply- If require,** Unloading the material received by trucks and stacking inside Institutional godown.

A.2. Warehousing Support

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



A.3. Minimum handling requirement

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

Section B: Terms & Conditions

B.1. Terms & Conditions – Handling at railhead & godown

- i. The contractor shall be required to keep close liaison with railway authorities and HURL representative to check up arrival of rakes at railway station, verify condition of fertilizers prior to taking delivery and report to HURL about the status of entire clearance
- ii. In case transit shortage of missing wagon (s) is noticed by the contractor, he shall have to report the matter to the concerned railway authority and obtain the necessary certificate from them for preferring/lodging claims with the railway on this account.
- iii. Before the commencement of unloading of material from the wagons, the contractors or their authorized representative shall check the intactness of the seals of wagons and shall report the matter to the railways if the seals are found tampered with or broken.
- iv. It will be the responsibility of the contractor to produce proof of shortage of bags in sealed intact wagons. Joint inspection report signed by the representative of the Company, contractor and goods clerk or any responsible railways official, where applicable will be the basis for fixing responsibility on the contractor.
- v. In the event of inclement weather, the contractor shall make adequate arrangement for tarpaulins to avoid damage of material
- vi. After receipt of goods at railhead, insurance for transit of goods and warehouse stocks shall be the responsibility of the contractor. The insurance shall cover losses related to theft, marine (water damage), fire, etc. Additionally, the insurance shall be for the complete value of the goods including subsidy.
- vii. Contractor shall be responsible for generation of all the documents required for handling and transportation of material such as GR, Tax-invoices, delivery challan, E-waybills, Bill of supply (as the case may be), RO challan etc.
- viii. The contractor shall be required to be conversant with all commercial rules/ regulations of railways and other authorities and take timely action to protect the interests of the company. The contractor shall take all precautionary measures towards safety of fertilizers at railway shed or during transportation by arranging sufficient number of tarpaulins etc. to prevent damage of stocks.
- ix. The contractor shall ensure unloading of wagons and delivery of fertilizers within the free time allowed. The contractor shall be fully responsible for any delay and consequent demurrage/wharfage arising at railway station due to delay in handling & clearing.
- x. The contractor shall ensure that no hooks are used by his workmen during unloading / loading and stacking process, otherwise, all shortages and cost of damaged bags / cost of re-bagging etc., occurring due to cut & torn bags will be booked to contractor.
- xi. The contractor shall make necessary arrangement for safe custody and security of the material till its clearance from railway premises. Any pilferage / theft of the material will be to the contractor's account & same may be recovered from contractor.
- xii. The contractor has to deploy such number of persons as he may think fit for due discharge of the contract and the persons so deployed by him shall be engaged by the contractor for all purposes whatsoever, and shall not be deemed to be in the employment of HURL merely if any instruction is issued to him by District In-charge / Area Manager / State Manager for due discharge of the contract.
- xiii. The contractor shall not deposit the material on any site, which may cause inconvenience to the public. HURL representative may direct the contractor to remove any material, which are considered by him to be of danger or inconvenient to the public or cause these to be removed at contractor's cost.



- xiv. The contractor shall ensure that he utilizes suitable handling equipment and engage sufficient labour and supervisory staff and be fully responsible for the safe handling of the fertilizers in the entire clearing, and handling operations at railway goods shed and at godown.
- xv. The contractor shall arrange his own wooden ramp for carrying out loading/ unloading operations at both railheads and warehouses and shall ensure that HURL stocks are not used as ramp for the same.
- xvi. The contractor shall be solely responsible for safe custody of HURL's material at the platform till the material is supplied to the consignee. In case of any loss / damages or shortage is found, the recovery from the contractor shall be affected accordingly. In addition to the above the Company shall reserve the right to institute any criminal or civil proceedings in appropriate cases.
- xvii. The contractor will have to submit the acknowledgement of consignee within 30 days from the date of dispatch of material in order to assure that material is delivered to correct consignee for the satisfaction of the Company.
- xviii. In case, the contractor, while entering or leaving and/ or in the process of taking delivery of the goods from the rail-head/ warehouse premises, causes (s) any damage to property/ persons of company/ H & T contractor, such losses, shall be borne by the contractor.'
- xix. Contractor shall be responsible for arranging the WHR (Warehouse Receipt) and Digitally verified YR (Yellow Receipt) in case of Markfed and Govt Institution Supply.
- xx. Contractor shall ensure the delivery of material to Institutional Supply and unloading of material in their godown as per requirement and contractor should be equipped to handle this operation.

B.2. Terms & conditions – Transportation

- i. The Contractor shall make all arrangements to transport the fertilisers from specified Railway Station / Warehouse to Company's warehouse/dealer/retailer by the quickest means of transport, preferably by truck(s).
- ii. While transporting the fertilisers, the Contractor shall protect the fertilisers from damage or loss by rains, pilferage or by any other such cause or reason. The Contractor shall use tarpaulins to protect fertilisers in all respects while transporting the same to the Company's warehouse/dealers/retailers.
- iii. It is specifically made clear that at any stage, while transporting the material, no hooks shall be applied by the Contractor or the persons engaged by Contractor and the Contractor shall be fully responsible for any loss or damage to the material in case hooks or any other similar thing is used.
- iv. While transporting the material through trucks/other means of transport, such trucks/other means of transport shall be manned by a driver with valid driving license and by a cleaner, who also should hold valid license. Such vehicles shall keep valid registration and Commercial vehicle permits along with valid pollution certificates, insurance policies and any other documents as may be required under the applicable law.
- v. In case the truck / any other mode of transport carrying the material is seized / detained by any Government Authorities for any violation of law or otherwise, the Contractor shall be responsible for releasing truck / any other mode of transport and shall be liable for any loss, damages or consequences suffered by the Company on account of such seizure/ detention.
- vi. In case Contractor fails to supply the required trucks/vehicles when demanded by the Company, the Company may, at its discretion, transport its material on trucks/lorry/lorries owned by any other person at the Contractor's risk and the cost and expenses incurred by the Company in this regard will be recovered from the Contractor. Such recovery of payments can be recovered by the Company from the amount which might be payable by the Company to the Contractor for any earlier operations carried out by the Contractor or from Security Deposit lying with the Company or in any other manner as the Company may deem fit.
- vii. The Contractor shall perform, carryout, do, execute and perform such other work and operations as may be incidental and/or ancillary to or necessary for the performance of the works under this contract.
- viii. The Contractor shall execute, carry out and perform all his/its obligations efficiently and promptly and under the direction of the Company's State office or through the authorised supervisor of such State office/head office



B.3. Terms and Conditions – Stacking of stocks at godown

- i. The party will have to provide storage space for HURL material as per the requirement.
- ii. The godown shall be used for storage of all products manufactured by the Company as well as sourced/ imported fertilizers and other products marketed by the Company.
- iii. The godown shall have proper arrangement for ventilation, safety & water precaution.
- iv. Proper dunnage shall be placed and stacking shall not be of more than 24 bags height. Stocks shall be stacked in lots of maximum 200 – 500 MT each with stack card and shall compulsorily provide minimum 2.5 - 3 ft space between walls and stacks for free movement of labor/company officials. Under no circumstances, stocks shall be stacked to the wall.
- v. Working hours shall be flexible to ensure prompt and timely delivery of stored products of the Company.
- vi. The contractor shall be responsible for safe custody of material as well as empty bags stored in the godown. In case of any loss or damage or shortage of the material, recovery shall be made at the rate fixed and revised from time to time for different production units by Government of India, Ministry of Chemicals and Fertilizers, Department Of Fertilizers in case of urea, Company invoice price in case of pool urea and MRP plus subsidy in case of Decontrolled fertilizers after adjustment of receipts, if any from underwriter. In addition of the above rights, the company shall reserve the rights to institute any criminal or civil proceedings as found appropriate.
- vii. The contractor shall maintain stock register, pages numbered properly for godown giving full particulars of receipt and delivery of stock as per company norms
- viii. No hooks should be used in any un-loading, stacking, de-stacking and loading operations.
- ix. The contractor shall not sublet or transfer the contract to any other party without the prior written consent of the Company.
- x. The contractor will abide by all instructions issued by the Company from time to time.
- xi. The contractor shall strictly be in compliance with all the rules and regulations enacted by Government of India, State Government, Municipal or other local bodies.
- xii. The contractor shall be required to maintain godown premises in fit condition for storage of material and provide adequate dunnage of thick polythene (HDPE) cover sheet or tarpaulin on the floor to prevent absorption of moisture for entire stock. The contractor shall also cover all stacks with old HDPE sheets/tarpaulins to avoid dust formation or bird dropping etc.
- xiii. The contractor shall ensure that the delivery of stocks is made on first in first out basis (FIFO). The stocks shall be arranged in such a way to facilitate this.
- xiv. The contractor shall be totally responsible for the accounting of material at godown. Necessary registers/records shall be kept in handy for this purpose
- xv. The contractor shall ensure that declared cut & torn/damaged bags are stacked separately and are standardized within a week's time of receipt of approval to do so from HURL authorized representative for such material.
- xvi. Under any circumstances, material shall not be moved out of godown without any valid document issued by authorized representative of HURL
- xvii. The contractor shall be responsible for any pilferage occurred during the period material is stored in the godown and the onus rests on him towards compensation to the company in case of any such loss.
- xviii. The contractor shall be responsible for any damage in their godown, and the contractor shall be liable to pay the full value of the product so damaged, as determined by the company

B.4. Other Terms & Conditions

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

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



- ii. The rates quoted by the contractor shall be firm for contract period. and shall not be liable for enhancement by reasons of increase in price of lubricating oil, tyres, spare parts or increase in wages or operational cost or any taxes or any other reasons whatsoever.
- iii. Any increase or decrease in the price of diesel rates shall be adjusted on the basis of one litre equal to 4 Km / 10 MTs., which means for every 40 paise increase/decrease per liter in diesel price, one paisa per KM / MT will be allowed in case of increase and will be reduced in case of reduction. The increase or decrease shall be governed on a quarterly basis i.e., the increase or decrease during one quarter shall be accounted for in the succeeding quarter. The rates shall remain firm for the intermittent period. The effect of increase / decrease in diesel price shall be considered base rates of diesel at state capital as applicable on the closing date of tender. (The formula is based on the truck load of 10 Mts., which has been taken for the Administrative convenience and has nothing to do with Motor Vehicle Act (MVA). The contractor has to follow MVA and loading in each truck has to be as per the laden capacity approved and registered.
- iv. However, in case of rates of transportation, the rates shall be firm and shall not be changed during the contract period under any circumstances except in case of change in basic price of High-Speed diesel (HSD) beyond 10% of base price. The HSD rate as on the last day of the immediately preceding quarter shall be compared with the base price. The base price shall be the price of HSD as prevalent on the date seven days prior to the date of Technical Bid opening initially or determined as per subclause (v) of this clause for subsequent quarters. For this purpose, the HSD price at the capital city of the concerned State shall be considered.
- v. HSD rate shall be reviewed on a quarterly basis (i.e. in terms of Jan-Mar, Apr-Jun, Jul-Sep & Oct-Dec) for the purpose of revision of the contract rates of transportation. In such case, the Contractor shall submit a request letter for revision of the contract rates of transportation to HURL within 10 days of the start of the quarter, failing which the Company will not be liable to revise the HSD rates in case of the upward revision. However, in case of a downward revision in HSD price, the Company shall have the right to revise the contract rates for transportation accordingly during payments. Transportation rates shall be revised as per the methodology mentioned below. The revision in rates shall be at sole discretion of HURL.

Any increase or decrease in the price of diesel rates shall be adjusted on the basis of one litre equal to 4 Km / 10 MTs, which means for every 40 paise increase/decrease in diesel price, one paisa per KM/MT will be allowed in case of increase and will be reduced in case of reduction. The below formula may be referred for this purpose. (The formula is based on a truck load of 10 MTs, which has been taken for the administrative convenience and has nothing to do with Motor vehicle Act (MVA)). The contractor has to follow the MVA and loading in each truck has to be as per the laden capacity approved and registered). The below formula shall be applicable uniformly for truck operators unions/transport cooperatives & all other bidders during the contract period or extended period of contract. Hence, the revised rate (in INR/MT/KM), shall be derived on the basis of following formula:

Existing Rate (in INR/MT/KM) +/- Increase / Decrease in diesel price Rs per litre

40

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

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

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

- i. Stop requesting any trucks from the contractor for such period as deemed necessary by the Company.
- ii. Get the work done through any other party at the risk and the cost of the contractor. Or Recovery of Rs. 20/- per MT per day as liquidated damages from the pending indents till they are executed.



- iii. The contractor shall have no claim for any interest with respect to any delay in payment of his interim or final bills or refund of security deposit or in respect of amounts which may be in HURL's hands owing to dispute between the HURL and the contractor.

B.4.3. Inspection

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

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

B.4.4. Inconveniences to the public

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

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

The successful tenderer shall ensure that the material handed over to him is delivered in full at the destination without any damage either to the material or to the packing and within the shortest possible time but not later than three day from the date of lifting from railhead/warehouse. In case of damage to the material or packing, the contractor will have to make good the loss to Company. In case of delay in delivery of material, at destination, the contractor shall have to pay Penalty Charges to Company at the rate of Rs. 300/- per truck per day or part thereof for each truck load from the expiry of three days from the date of lifting from railhead/warehouse.

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

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

B.4.7. Dispatch schedule

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

B.5. Contractor to comply with all the laws

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

B.6. Diversion

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

B.7. Period of Contract

The validity of the contract shall be 1 year from the date of award of the contract. However, the contract may be extended for further 12 Months or part thereof, on the same rates, terms, and conditions, with the mutual consent of contractor and HURL. However, HURL shall be entitled to terminate the contract earlier than One year without any notice if in the opinion of



the HURL, the performance of the contractor is not satisfactory, contractor engages in any unlawful act, or due to any other reasons, at the sole discretion of HURL.

B.8. Commencement of Work

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

B.9. Terms of Payment

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

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

Measurements of Distances of Destinations:

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

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

Documents to be submitted for claiming payment:

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

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

Sr. No.	A. Transportation rate Distance slab (In KM)	Rates in unit (Rs. / MT / KM)	
		In Figures	In Words
1	Local Transportation from Railhead to Warehouse (Flat Rate)	Rs. _____ PMT/Flat/Fixed Rate	Rs. _____

B.10. Tentative Volume of Work

S.No.	Railhead	Tentative Quantity to be handled per annum (MT)
1	Tinsukia	32400



- i. The quantity/slab-wise quantity are indicative only and are given for the purpose of evaluation.
- ii. Rate contract shall be awarded to the L1 Bidder on the quoted/finalized rates without mentioning the quantity with a capping of the amount arrived with the estimated quantity.
- iii. The quantity against individual items in the rate contract can vary to any extent within the limiting value of the contract.
- iv. The limiting value of the rate contract shall be the total value arrived at considering the quantities indicated in the BOQ for the purpose of evaluation.
- v. L1 position shall be derived with the estimated quantity and the quoted rates.
- vi. Any activity of the BOQ can be executed up to the limiting value and the quantity may vary up to any extent.
- vii. HURL reserves the right to get any of the activity of the BOQ executed from the bidder as per the requirement and the same shall be binding on the bidder.
- viii. The limiting value may vary within the variation limit of +20% at the sole discretion of the HURL.

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



HINDUSTAN URVARAK & RASAYAN LIMITED

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



SECTION – VI

FORMS AND PROCEDURES (NIT)



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7	Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India and declaration on Local Content (Preference to Make in India)
8	Format of Bank Guarantee for Bid Security
9	Format of Performance Bank Guarantee
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16	Affidavit deposing compliance of Clause 5 of Notice Inviting Tender



TECHNO-COMMERCIAL PROPOSAL BID FORM
(To be Submitted on the Letter Head of Bidder)

NIT Ref. No.: HURL/HQ/CS 479**DATED 10.10.2024**

Bidder's Name & Address:

Person to be contacted:

Designation :

Tel. No(s). :

Mobile No. :

Fax No(s). :

E-mail address :

To,

General Manager (C&M) / Manager (C&M)

Hindustan Urvarak & Rasayan Limited,

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

Core-3, 9th Floor, SCOPE Minar

Laxmi Nagar, District Centre,

New Delhi, PIN - 110092

Dear Sirs,

- 1.0 Having examined the Bidding Documents bearing No. **HURL/HQ/CS479 DATED 10.10.2024** including its subsequent amendments and clarifications, if any, issued by Owner, the receipt of which is hereby acknowledged, we the undersigned, offer to complete the work under the above-named Package in full conformity with the said Bidding Documents and hereby furnish our Techno-Commercial Proposal.
- 2.0 We have understood the instructions and the terms & conditions mentioned in the Bidding Documents furnished by you and have thoroughly examined the specifications laid down by you in the Bidding Documents and are fully aware of the nature of consultancy services required.

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

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

Sr. No	Description
1	Power of Attorney as per requirement mentioned in NIT.
2	Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD) as per format enclosed at Annexure-14 of Section VI (Forms & Procedures) of the Bidding documents / MSE Certificate for exemption of EMD.



3	Signed, Stamped and Scanned copy of Certificates like Registration Certificate, GST No., PAN No., UDYAM etc.
4	Signed, Stamped and Scanned copy of Format for Electronics Payment (Enclosed as Annexure-2 to Forms and Procedures i.e., Section VI) and a copy of cancelled cheque.
5	Signed, Stamped and Scanned copy of Tender Acceptance Letter & Letter of authorization to submit bid (Enclosed as Annexure-3 to Forms and Procedures i.e., Section VI).
6	Documents as required in accordance with Qualifying Requirements / Pre-Qualification Criteria (PQC) i.e., <u>Clause 6</u> of NIT.
7	Signed, Stamped and Scanned copy of No deviation Certificate (Enclosed as Annexure-4 to Forms and Procedures i.e., Section VI).
8	Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director or Legally Authorized Signatory, in the format as enclosed as Annexure-5 to Forms and Procedures i.e., Section VI to Bidding Document shall be furnished certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof.
9	Signed, Stamped and Scanned copy of Form of Acceptance of Fraud Prevention Policy of HURL (Enclosed as Annexure-6 to Forms and Procedures i.e., Section VI).
10	Signed, Stamped and Scanned copy of Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India and declaration on Local Content (Preference to Make in India). (Enclosed as Annexure-7 to Forms and Procedures i.e., Section VI).
11	Signed, Stamped and Scanned copy of Declaration Regarding GST Applicable on Transportation Activity. (Enclosed as Annexure-A to Special Conditions of the Contract i.e., Section IV).
12	Any other document asked for in the Bidding Documents.

3.0 COMPLIANCE TO THE PROVISIONS OF THE BIDDING DOCUMENTS

3.1 We have read all the provisions of the Bidding Documents and confirm that notwithstanding anything stated elsewhere in our bid to the contrary, the provisions of the Bidding Documents, are acceptable to us and we further confirm that we have not taken any deviation to the provisions of the Bidding Documents anywhere in our bid.

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

We hereby confirm that any deviation, variation, or additional condition etc. or any



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

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

Thanking you,

(authorised signatory Name).

Date:

(Designation)

Place:

Company Seal

**ANNEXURE - 2**

Format For Electronics Payment
(To be given on Company Letter Head)

NIT Ref. No.: HURL/HQ/CS 479**DATED __.10.2024**

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

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

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

Authorized signatory of the bidder

Name:

Designation:

Date:

Note: Copy of cancelled cheque to be enclosed.



Annexure-3

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

NIT Ref. No.: HURL/HQ/CS 479

DATED __.10.2024

Sub: Acceptance of Terms & Conditions of Tender.

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: <https://eprocure.gov.in/eprocure/app> as per your advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. 01 to 102 (including all documents like annexure(s), schedule(s) etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,
(Signature)

Date:

Name & Designation

Place:

Name of the Company

(Seal of Company)



ANNEXURE - 4

DECLARATION FOR “NO DEVIATION”

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

1. With reference to HURL's **NIT No.: HURL/HQ/CS 479 DATED __.10.2024 For Handling, transportation (H&T), and warehousing support at Railhead Tinsukia, Dist. Tinsukia Assam**", we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendments(s) / Clarification(s) / Addenda / Errata (if any) issued by the Owner prior to opening of Techno – Commercial Bids and the same has been taken into consideration while making our Techno – Commercial Bid & Financial Bid and we declare that we have not taken any deviation / exceptions in this regard.
2. We further confirm that any deviation variation or additional conditions etc. or any mention, contrary to the Bidding Documents and its Amendments(s) / Clarification(s) / Addenda / Errata (if any) as mentioned at 1.0 above found anywhere in our Techno – Commercial Bid and / or Financial Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing which the Bid Security shall be forfeited.

Yours faithfully,
(Signature)

Date: Name & Designation

Place: Name of the Company

(Seal of Company)



Annexure-5

PROFORMA OF CERTIFICATE

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

NIT Ref. No.: HURL/HQ/CS 479

DATED __.10.2024

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

Dear Sir,

I, Mr.....(CEO of the Company / MD of the Company / Proprietor of
the Firm / 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 - 6

(FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY OF HURL)

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

NIT Ref. No.: HURL/HQ/CS 479

DATED __.10.2024

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

Sub: Form of Acceptance of Fraud Prevention Policy of HURL

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

Date : (Signature of Authorized Signatory)

Place : (Printed Name)

(Designation).....

(Company Seal)



ANNEXURE - 7

Certificate for Tenders for Works Involving Possibility of Sub-Contracting & Local Content
(TO BE SUBMITTED BY AUTHORISED SIGNATORY OF THE BIDDING COMPANY ON BIDDERS
LETTER HEAD)

NIT Ref. No.: HURL/HQ/CS 479

DATED_ _10.2024

To,
General Manager (C&M)/ Manager (C&M)
Hindustan Urvarak & Rasayan Limited,
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)
Core-3, 9th Floor, SCOPE Minar
Laxmi Nagar, District Centre
New Delhi, PIN – 110092
Land Line: 011-2250 2267/ 2268

Dear Sir,

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

Further, we have read the provisions of "Preference to Make in India and Eligibility for granting of Purchase Preference to Class-I local suppliers". In terms of the requirement of the aforesaid provisions, we hereby declare that we confirm that we are a 'Class-I local supplier'. Also, we hereby confirm that we are presently not debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make in India), Order 2017' (PPP- MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP).

Yours faithfully,
(Signature)

Date:
Place:

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

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



ANNEXURE - 8

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:

General Manager (C&M) / Manager (C&M)
Hindustan Urvarak & Rasayan Limited,
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)
Core-3, 9th Floor, SCOPE Minar
Laxmi Nagar, District Centre
New Delhi, PIN – 110092
Land Line: 011-2250 2267/ 2268

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 authorised officer, has set its hand and stamp

on this.....day of.....at.....

(Signature)

(Name)

(Designation with Bank Stamp)

Authorized Vide Power of Attorney No...

Date...

NOTE:

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

Bank: SBI

Current account no 38166287368,

IFSC Code- SBIN0004803.



ANNEXURE - 9

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,

General Manager (C&M) / Manager (C&M)
Hindustan Urvarak & Rasayan Limited,
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)
Core-3, 9th Floor, SCOPE Minar
Laxmi Nagar, District Centre
New Delhi, PIN – 110092
Land Line: 011-2250 2267/ 2268

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..... datedvalued 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 up to(@) [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 up to and including (@) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s[Bidder's Name] on whose behalf this guarantee has been given.

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

WITNESS:

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

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

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

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

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

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

**BANK GUARANTEE VERIFICATION CHECKLIST**

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

CHECK LIST

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



agreed based on the opinion by Legal Department or BG is considered acceptable on the basis of opinion of Law Department already available on the similar issue.

- i) Are the factual details such as Bid Document No./Specification No. / NOA / LOA / Contract No., Contract Price, Percentage of Advance, Amount of BG and Validity of BG correctly mentioned in the BG?
 - j) Whether overwriting / cutting if any on the BG have been properly authenticated under signature & seal of executant?
 - k) Whether the BG has been issued by a Bank in line with the provisions of Bidding / Contract Documents?
 - l) In case BG has been issued by a Bank other than Scheduled / Commercial Bank recognised by Reserve Bank of India, is the BG confirmed by a Bank in India acceptable as per Bidding / Contract Documents?
 - m) Whether BG advice (including all BG amendments) sent by the issuing bank through SFMS platform directly to the HURL Banker as per Bidding / Contract documents?
-

Date : Signature.....

Place :

Printed Name of Authorized Person having Power of

Attorney.....

(Designation)

(Common Seal)

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



FORMAT OF CONTRACT AGREEMENT

(To be executed on non-judicial stamp paper of appropriate value)

THIS CONTRACT AGREEMENT is made the _____ day of _____, 20____.

BETWEEN

(1) *[Name of Employer]*, a corporation incorporated under the laws of *[country of Employer]* and having its principal place of business at *[address of Employer]* (hereinafter called “the Employer”), and (2) *[name of Contractor]*, a corporation incorporated under the laws of *[country of Contractor]* and having its principal place of business at *[address of Contractor]* (hereinafter called “the Contractor”)

WHEREAS the Employer desires to engage the Contractor to *[scope of work]*

and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

ARTICLE 1. CONTRACT DOCUMENTS

1.1 The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

- a) This Contract Agreement and the Appendices hereto
- b) Letter of Award Ref. No.
- c) Amendment to the NIT document.
- d) Special Conditions of Contract
- e) Technical Specifications and Drawings
- f) General Conditions of Contract
- g) The Bid and Price Schedules submitted by the Bidder
- h) Instruction to Bidders

1.2 Order of Precedence

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

1.3 Definitions

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract.

ARTICLE 2. CONTRACT PRICE AND PAYMENT TERMS

2.1 Contract Price

The Contractor hereby agrees to pay to the Employer the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of: *[amount of foreign currency in words]*,



[amount in figures], and [amount of local currency in words], [amount in figures], or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.2 Payment Terms

Payment shall be made by the Employer to the Contractor as per the provisions of Bidding Documents.

ARTICLE 3. EFFECTIVE DATE FOR DETERMINING TIME FOR COMPLETION

The Completion period of the Project shall be determined from the date of Letter of Award.

ARTICLE 4. NON-ASSIGNABILITY

The Contract and benefits and obligations thereof shall be strictly personal to the CONTRACTOR and shall not on any account be assignable or transferable by the CONTRACTOR.

ARTICLE 5. GOVERNMENT OF INDIA NOT LIABLE

It is expressly understood and agreed by and between the Contractor and the Employer that the Employer is entering into this Agreement solely on its own behalf and not on behalf of any other person or entity. In particular it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Employer is an Independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and the general principles of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Employer is not an Agent, Representative or Delegate of the Govt. of India. It is Further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, the Contractor expressly waives, releases and foregoes any and all actions or claims, including cross claims, imp leader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue the Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this Contract.

ARTICLE 6. Appendices

The Appendices listed in the attached list of Appendices shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

ARTICLE 7. NO LIABILITY ON DIRECTOR AND EMPLOYEE

No Director, employee, consultant or agent of the EMPLOYER or other person representing the EMPLOYER or acting on behalf of the EMPLOYER in or pursuant to the Contract or in the discharge of any obligation to the EMPLOYER under the Contract or otherwise in relation to the Contract shall have any personal liability to the CONTRACTOR or any Sub-Contractor, agent, representative, director or employee of the CONTRACTOR or to any other person acting for or on behalf of the CONTRACTOR and the CONTRACTOR on its own behalf and on behalf of its Sub Contractors, directors, employees, agents and representatives hereby waives and disclaims any and all right of action which it or they may have whether under



tort or Contract or otherwise against the EMPLOYER or any director, employee, agent, consultant or representative of the EMPLOYER for act of omission or commission done or omitted to be done.

ARTICLE 8. WAIVER

No failure or delay by the EMPLOYER in enforcing any right or remedy of the EMPLOYER in terms of the CONTRACT or any obligation or liability of the CONTRACTOR in terms thereof, shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by the EMPLOYER and notwithstanding such failure or delay, the EMPLOYER shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

ARTICLE 9. LANGUAGE OF CONTRACT AND COMMUNICATION

The language of the Contract shall be English and all communications, drawings, design, data, information, codes specifications and other document whatsoever supporting the bid or otherwise exchanged under the Contract shall be in English. In the event that any technical documentation is in any language other than English; the document should be translated and presented to the EMPLOYER/Project Manager in English and English document/translated document shall be regarded as the only authentic document.

IN WITNESS WHEREOF the Employer and the Bidder have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and on behalf of the Employer

[Signature]

[Title]

in the presence of

Signed by for and on behalf of the Bidder

[Signature]

[Title]

in the presence of _____

CONTRACT AGREEMENT

dated the _____ day of _____, 20_____

BETWEEN

[“the Employer”]

and

[“the Bidder”]



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.: HURL/HQ/CS 479

DATED __.10.2024

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

Dear Sir / Madam;

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

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

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

..... (Name of the Bidder) for the
“Handling, transportation (H&T), and warehousing support at Railhead Tinsukia, Dist. Tinsukia Assam” under NIT Reference No. HURL/HQ/CS479 DATED __.10.2024.

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.: HURL/HQ/CS 479

Date: __.10.2024

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

Dear Sir / Madam;

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

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

Date:

Place:

UDIN:

Yours faithfully,

Signature -----

Name & Designation -----

Name of the CA

(Seal of the CA)

FRN:



ANNEXURE-14

PROOF OF PAYMENT OF EMD

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

NIT Ref. No.: HURL/HQ/CS 479

DATED __.10.2024

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

Sub: PROOF OF PAYMENT OF EMD

Dear Sir / Madam,

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

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

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

Yours faithfully,

Signature..... Name &

Designation-----

Name of the Company-----

(Seal of the Company)

**ANNEXURE 15****WORK EXECUTION CERTIFICATE**

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

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

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

Yours faithfully,

Signature.....

Name & Designation.....

Name of the CA/Statutory Auditors/Client-----

Seal of the CA/Statutory Auditors/Client-----

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



Annexure-16

Affidavit deposing compliance of Clause 5 of Notice Inviting Tender

I, _____, son of Shri _____ aged about _____ years residing at _____, do solemnly affirm and say as follows:

1. I am the _____ of the Applicant / Participant / Bidding Company / Partnership / Proprietorship having its registered office at _____. I am fully conversant with the Tender Terms and Conditions and am competent to depose the present Affidavit.
2. I hereby undertake that I have read and understood the contents and intent of Clause 5 of NIT and further state that I am in compliance of the same. I have no business relationship with any other bidder for the subject Tender.
3. I further undertake that in case any deposition in the present Affidavit is found to be false on any given day, the Tendering Authority (HURL) shall be at liberty to act in terms of the Tender Terms & Conditions by canceling the bid forthwith and taking any further suitable action, and in that regard, I shall have no claim or dispute against HURL.
4. That this Affidavit is bona fide and nothing material has been concealed therefrom.
Solemnly affirmed at _____ on _____, 202__

DEPONENT

VERIFICATION

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

DEPONENT