

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



NOTICE INVITING TENDER
(NIT)

NAME OF PACKAGE:

Hiring of contract for Shutdown Jobs at HURL, GKP

NIT NO: H/G/C&M/23-24/C-454/TE-873 DATE: 14.02.2024

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

2.0 Brief Details

Published Date	AS PER CPP PORTAL
Bid Document Download / Sale Start Date	AS PER CPP PORTAL
Bid submission Start Date	AS PER CPP PORTAL
Last Date and Time for Bid submission	AS PER CPP PORTAL
Technical Bid Opening Date & Time	AS PER CPP PORTAL
Earnest Money Deposit (EMD) in INR	₹ 313000.00
Pre-Bid Conference Date & Time (if any)	AS PER CPP PORTAL
Last Query Date	AS PER CPP PORTAL
Reverse Auction	Applicable
Pre-Bid Meeting	No

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

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

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

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

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

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

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

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

6.0 Qualifying Requirements / Pre-Qualification Criteria (PQC)

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

Sl. No.	Conditions	Documents required (To be submitted along with Technical Bid)
1	Bidder should be either Partnership firm/ Sole Proprietor / Limited company.	<ul style="list-style-type: none"> i) For Proprietorship firm - Name of the proprietor to be mentioned. Affidavit of proprietorship in original duly notarized (Latest) ii) For partnership firms – Affidavit in originals duly notarized, confirming the current status of the firm along with names of the partners or Copy of partnership deed duly notarized (latest) to be submitted iii) For limited companies, notarized copy of Memorandum and Articles of Association (this only need to be submitted physically- not to be uploaded) and list of directors.
2	<p>The bidder should have successfully completed or substantially completed Similar Work* with performance and completion certificate, during the last seven years ending last day of previous month in which NIT has been issued.</p> <p>The tenderer should have completed three similar works each costing not less than ₹ 62.43 Lakhs in one year.</p> <p>(or)</p> <p>The tenderer should have completed two similar works each costing not less than ₹ 78.04 Lakhs in one year.</p> <p>(or)</p> <p>The tenderer should have completed one similar work costing not less than ₹ 124.86 Lakhs in one year.</p>	<p><u>Document to be Submitted.</u></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 Similar work. <p>Execution certificate issued by Chartered Accountants /statutory auditors/ client highlighting below-</p> <ul style="list-style-type: none"> a) Reference work order/ PO/ rate contract/ agreement with number, date and value.

	<p>Definition of Similar works: -</p> <p>“Mechanical Maintenance Jobs in Fertilizers / Oil & Gas / Petrochemical / Refinery or any Govt / PSU”</p> <p>Note- Substantial completion shall be based on 80% (eighty percent) (value wise) or more works completed under the contract (Substantial completion should not be defined in terms of percentage completion, rather it should be based on functional consideration).</p> <p>Note:</p> <p>1. Bidders are strictly advised not to submit any irrelevant data or information which is not as per our requirement/ tender document. Submission of irrelevant data will lead to disqualification of the bidder from tender.</p>	<p>b) Name of the client,</p> <p>c) Period of Contract</p> <p>d) Executed value under the work order/ PO/ Rate contract/ agreement.</p>
3	The average annual turnover of the bidder during last three financial years ending on 31 st March 2023 shall not be less than ₹ 46.83 Lakhs.	Certificate issued by Chartered Accountants or statutory auditors of the bidding entity certifying the Annual Turnover for the Three preceding financial years ending on 31 st March 2023. Without UDIN the certificate will become invalid.
4	<p>I. Bidder Must not be black listed by any government department/ public sector undertaking/ co-operative Unit.</p> <p>II. Bidder Must not be delisted / on Negative List by any government department/ public sector undertaking/ co-operative Unit in the last two years, as on date of participating in the tender.</p> <p>III. Bidder must not be on the Holiday list of HURL.</p>	Self-certification(s) for both should be submitted on Party's letterhead for the same.

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

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

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

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

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

11.0 Address for Communication.

<p>Sh Durgesh Kumar Singh Manager (Contracts & Material) Hindustan Urvarak & Rasayan Limited (A Joint Venture of CIL, NTPC, IOCL, FCIL & HFCL) Admin Building, HURL Campus, PO-HURL Fertilizer Plant Gorakhpur-273007 Email ID: durgeshkrsingh@hurl.net.in Phone: 0551-2989437</p>	<p>Ms Bhaswati Hazarika Officer (Contracts & Material) Hindustan Urvarak & Rasayan Limited (A Joint Venture of CIL, NTPC, IOCL, FCIL & HFCL) Admin Building, HURL Campus, PO-HURL Fertilizer Plant Gorakhpur-273007 Email ID: bhaswati@hurl.net.in</p>
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HINDUSTAN URVARAK & RASAYAN LIMITED
(A JOINT VENTURE OF CIL, NTPC, IOCL, FCIL & HFCL)



SECTION – I

INSTRUCTIONS TO BIDDERS
(ITB)

1) Introduction

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

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

2) General Information

The prospective Bidders are invited to submit a “Technical Bid” and “Price Bid” for the tender. Methodology for submission of Bid has been detailed hereunder in this document.

Applicability of Reverse Auction may be seen on the CPP/GeM website / NIT.

3) Content of Bidding Documents

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

The bidding documents include the following sections:

	Notice Inviting Tender (NIT)
Section-I	Instruction to bidder (ITB)
Section-II	General Conditions of Contract (GCC)
Section-III	Special Conditions of Contract (SCC)
Section-IV	Technical Specifications & Scope of Work
Section-V	Forms Related to Bid
Section-VI	Bill of Quantity

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

4) Benefits to MSEs

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

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

be shared proportionately (to tendered quantity).

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

MSEs seeking exemption and benefits should enclose/upload in e-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.

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

5) Cost of Bidding

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

6) Clarification on Bidding Documents

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

EMPLOYER will post the Clarifications under Clarification tab at e-tender i.e., CPP/GeM website. Bidders can view these clarifications.

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

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

7) Corrigendum/ Amendment to Bidding Documents

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

The corrigendum's/amendment's will be posted in the tender on the e-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.

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

8) Language of Bid

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

9) Bid Proposal

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

Attachments. It shall be free from any ambiguity.

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

10) Documents Comprising the Bid

The Bid shall comprise of following components:

i) Technical Bid:

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

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

ii) Price Bid:

The Price bid is to be submitted in the BOQ provided in the Tender at <https://eprocure.gov.in> /<https://gem.gov.in>

Bidders are advised to fill the BOQ and upload the same on the portal. Bidder should not tamper / modify downloaded price bid template. In case if the same is found to be tampered / modified in any manner, bid will be rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with HURL for a period of 3 years.

11) Bid Prices

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

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

12) Price Basis

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

13) 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 (SCC), on FIRM price basis and to remain valid during the Contract period.

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

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

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

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

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

or

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

or

In the form of an irrevocable bank guarantee.

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

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

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

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

- a. If the Bidder withdraws or varies its bid during the period of Bid validity.
- b. If the Bidder does not accept the Arithmetical correction of its Bid Price.

- c. If the Bidder refuses to withdraw, without any cost to the Employer, any deviation, variation, additional condition or any other mention anywhere in the bid, contrary to the provisions of bidding documents.

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

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

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

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

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

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

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

RTGS / NEFT details of HURL as under:

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

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

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

IFS CODE: SBIN0004803, Account No: 36245010741.

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

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

Exemption from submission of EMD:

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

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

While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside

India) to Employer's Beneficiary Bank whose details are provided in the clause 14 of ITB.

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

Name of Beneficiary of Bank Guarantee:

Name of the Bank: State Bank of India

Account Name-Hindustan Urvarak & Rasayan Limited

Account Number - 36245010741

IFSC Code - SBIN0004803

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

16) Ineligibility for Future Tenders

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

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

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

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

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

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

18) Nil Deviation

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

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

Bidders may note that in case the Bidder refuses to withdraw additional

conditions/deviations/variations/exception, implicit or explicit, found anywhere in the techno-commercial bid, the bid shall be rejected as Technically non-responsive.

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

19) Format and Signing of Bid

The bid including all documents uploaded in the on-line bid shall be digitally certified by a duly authorised representative of the Bidder to bind him to the contract using Class II or Class-III digital signature (in the name of designated individual with Organisation name). The Digital Signature shall be as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI) namely Controller of Certifying Authorities (CCA) of India.

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

20) Submission of Bids

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

a. Physical Bid

i. EMD

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

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

b. On-Line

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

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

1. Techno-Commercial Bid

i. Cover Type – Fee

MSEs seeking exemption and benefits should enclose / upload in e-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.

ii. Cover Type – Technical

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

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

- a) Techno Commercial Proposal Bid Form (Enclosed as Annexure-1 to Forms Related to Bid i.e., Section V).

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

Note: -

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

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

2. Price Bid (Cover Type – Finance)

The Price bid is to be submitted in the BOQ provided in the Tender at <https://eprocure.gov.in/eprocure/app> / <https://gem.gov.in>

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 3 years.

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

For preparation of the “Price Bid”, Bidders are expected to take into account the requirements and conditions of the bidding documents. The Price Bid shall be made in the ‘BOQ’ (excel file) only of Bidding Documents.

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.

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 Contract period.

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

Note:

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

21) Deadline for Submission of Bid

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

The Off-line bid specified in the tender must be submitted to the Employer at the address given in the Special 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.

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

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

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

22) Modification and Withdrawal of Bid

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

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

23) Opening of Bid

a. Techno-Commercial Bid Opening

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

Technical Bid shall be opened for evaluation.

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

b. Price Bid Opening

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

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

Price bids of those Bidders, who have been considered qualified and whose Techno-commercial Bid is found to be responsive, will be opened online in presence of the Bidder's authorised representatives who choose to attend.

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.

24) Clarification on Bid

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

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

25) Preliminary Examination of Techno-Commercial Bids

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

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

reservations.

A material deviation, objection, conditionality or reservation is

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

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

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

26) Evaluation of Techno-Commercial Bids

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

In case the Bidder refuses to withdraw additional conditions/deviations/variations/exception, implicit or explicit, found anywhere in the bid in respect of techno-commercial requirements of the bidding documents, without any financial implication whatsoever to the Employer, the bid shall be rejected as technically non-responsive. Product(s) and/or service(s) not meeting the specified technical requirements & scope work, shall be rejected.

Reverse Auction

Procedure in the submission of bids by the bidders during Reverse auction online.

- Bidders shall log in using their login ID & Password and then using DSC.
- Click on My Auctions button given in left side of the page, to view Action details for which Techno-Commercially qualified.
- For participating in Live Auction,
 - a) Click on Live Auction Button.
 - b) Click on View button to participate in the 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. The current Price is appearing as Blank in case no bidder has offered the price.
 - f) Enter your Price in 'My Auction Price' in multiples of 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.
 - g) System will show your Latest Value / Price Quoted and the system will also show Least Amount/ Rate which any Bidder would have quoted.
- 1. Tender Cum Auction is a combination of Tender Followed by Reverse Auction. It is also called as eRA.

Subsequently, Reverse Auction will be conducted amongst techno-commercially qualified/approved bidders after the Opening of Financial/Price Bids online.

The Reverse Auction will be normally initiated after the Opening of Price Bids. There will be no participation fees for the 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.

After the 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.

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.

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.
3. The Bidder would be allowed to bid lower than the opening price of the auction in multiples of the decrement value mentioned in para-5. However, the bidder can only bid lower than the Lowest Bid.
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.
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.
6. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:
 - a) Current Bid Price in the Auction.
 - b) Start Price.
 - c) Decrement value.

At no point of time will any bidder see the names of other bidders, or the prices of bidders other than the lowest bid.

7. In case of Reverse Auction, in order to displace a standing lowest bid and to become "L1", a bidder can offer a minimum bid decrement or in multiples of decremental value up to above Max Seal %.

For example:

Current price:- Rs. 4,90,000 Decrement value: - Rs. 10000 System Defined Maximum Seal %:- 50, in this case a bidder can quote minimum decrement amount as Rs 4,90,000-10,000= Rs. 4,80,000 and maximum decrement amount is 490000-245000- 10000=235000=240000*.

8. A bidder can continue to revise his bid till the auction ends. However, the Bidder cannot quote/Bid equal to the Leading / Lowest Bid. He must always quote lower than the Leading/Lowest Bid site.
9. The evaluation criteria is based on Price alone in the auction. The Bidder who quotes the lowest evaluated Price is determined as the lowest bidder.
10. System protects bid and bidder information till auction gets over and displays current L1 price to the bidder.
11. Initial period of reverse auction will be two hours in the slot of 10 minutes. There will be auto extensions of time every time by ten minutes in case of any reduction recorded in the last ten minutes. The reverse auction will come to a close only when there is no further reduction recorded in the last ten minutes slot in any site i.e., after 1 hour 50 minutes.
12. The log details of the entire reverse auction process will be generated by the system once the process of reverse auction is completed.
13. If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the price bid shall be considered as the final price of that bidder.
14. Since, reverse auction is a sequel to e-tender, the process of finalizing the tender upon completion of reverse auction will be same as the tender process without reverse auction.
15. The bid history shall reflect only the bid value inclusive of taxes. The value will not be same

- for two bidders even if any bidder makes such an attempt in the bidding.
16. Only the chronologically last price bid submitted by the bidder till the end of the auction shall be considered as the valid price bid of that bidder. Any bid submitted prior to submission of his last bid will not be considered as the valid price bid.
 17. Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned.
 18. All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder against that site and acceptance of the same by HURL will form a binding contract between HURL and the bidder for entering into a contract.
 19. If the lowest price received during reverse auction is unreasonable or it is unacceptable on ground of being too high compared with estimated price, the HURL management reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable, HURL may not accept such bid and may go for another tender process.
 20. In case of disruption of service at the service provider's end while the RAP is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be the 'Start Bid' price for the restarted RAP. The prices quoted in the prematurely ended RAP will be binding on all the bidders for consideration if the restarted RAP does not trigger within the stipulated time.
 21. 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.
 22. 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 item of BOQ 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.
 23. The detailed Break-up of offered cost, provided by the successful bidder shall be considered and the order, if placed, shall be with the same break-up of prices. The successful bidder(s) after the 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 the same proportion. The successful bidder will not be allowed to increase the rate of any component while submitting the breakup. While giving the breakup, the successful bidder will have to consider the 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.

27) Preliminary Examination of Price Bid

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

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

28) Financial Disqualification

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

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

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

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

29) Discrepancies in Bid

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

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

30) Evaluation Criteria

The evaluation criteria specified in Special 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) Evaluation of Bids

- a) The Employer shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- b) To evaluate a Bid, HURL shall only use all the criteria and methodologies defined in this document.
- c) To evaluate a Bid, HURL shall consider the following:
 - The bid price as quoted as per Bill of Quantity (BOQ).
 - Price adjustment for correction of discrepancy.
 - Price adjustment due to discounts offered.
 - Price adjustment due to Price Preference, pursuant to ITB clause 4.0, if applicable.
 - Price adjustment due to Price Preference due to any other condition specified in Special Conditions of Contract (SCC).

Price adjustment due to application of the evaluation criteria.

32) Tiebreaker

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

- (a) In case, one of the bidders is MSE owned by SC/ST Entrepreneur, then the order shall be placed on such bidder.
- (b) In case, one of the bidders is MSE owned by women Entrepreneur, then the order shall be placed on such bidder.
- (c) In case, one of the bidders is MSE then the order shall be placed on such bidder.

- (d) Otherwise, the order shall be placed on the bidder having higher turnover in the last audited financial year.

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

33) Contacting the Employer

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

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

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

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

35) Award Criteria

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

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

36) Construction of Contract

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

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

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

37) Notification of Award

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

38) Corrupt or Fraudulent Practices

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

- a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

- ii. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;
- b) Will reject a bid for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract of the Employer.

39) Fraud Prevention Policy

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

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

40) Indian Agents

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

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

41) Transfer of Bid Documents

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

Annexure-1 to ITB**Checklist of documents to be submitted**

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

Note:

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

Annexure 2 to ITB

Instructions for Online Bid Submission

The bidders are required to submit their bids electronically on the CPP/ Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bidsonline on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app> / <https://gem.gov.in>

1. Registration

- a) 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.
- b) As part of the enrollment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) 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.
- d) 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.
- e) 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.
- f) 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.

2. Searching for Bidding Documents

- a) There are various search options built in the CPP Portal, to facilitate bidders to searchactive 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.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the Bidding Document.
- c) 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.

3. PREPARATION OF BID

- a) Bidder should take into account any corrigendum published on the Bidding Document before submitting their bids.
- b) 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.
- c) 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.

4. SUBMISSION OF BID

- a) 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.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Bidding Document.
- c) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- d) Bidder should prepare the EMD as per the instructions specified in the Bidding Document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the Bidding Documents.
- e) 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 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.
- f) 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.
- g) 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.
- h) 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.

- i) The uploaded Bidding Documents become readable only after the tender opening by the authorized bid openers.
- j) 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.
- k) 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.
- l) 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.
- m) The Bidder is permitted to withdraw his Bid before the last date of Bid submission and time through the CPP/GEM Portal. The bidder should provide the supporting reasons for bid withdrawal and attach the supporting letter to the Purchaser.
- n) 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.

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

**Bidders must apprise themselves of the applicable guidelines for submission of
and uploading of bids etc. on CPP**

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



SECTION – II

GENERAL CONDITIONS OF CONTRACTS
(GCC)

1. Definitions & Terminology

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

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

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

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

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

“GCC” means the General Conditions of Contract hereof.

“SCC” means the Special Conditions of Contract.

“Day” means calendar day of the Gregorian Calendar.

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

“Month” means calendar month of the Gregorian Calendar.

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

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

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

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

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

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

“Government” means the Government of the Owner’s country i.e. INDIA.

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

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

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

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

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

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

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

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

2. Order of The Precedence of The Documents

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

The order of precedence of documents shall be as under:

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

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

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

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

3. Singular and Plural

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

4. Headings

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

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

5. Communications and Notices

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.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.

6. Governing Laws

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

The Courts of Delhi shall have exclusive jurisdiction in all matters arising under the Contract, unless otherwise stated in the SCC.

7. Governing Language

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

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

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

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

Engineer-in-Charge

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

other communications under the Contract shall be given by the Engineer-in-Charge, except as herein otherwise provided. All notices, instructions, information and other communications given by the Contractor to the Owner under the Contract shall be given to the Engineer-in-Charge, except as herein otherwise provided.

10. Contractor's Authorised Representative

Contractor's Representative

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

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

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

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

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

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

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 Contractor to submit to the concerned

Indian authorities the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

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

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

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

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

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

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

In case the Contractor is from outside India, it shall be required to either furnish

- (i) The certificate from Indian Tax Authority or
- (ii) Ruling from "the Authority for Advance Ruling (AAR)" determining the applicable rate of Income Tax in India before release of first payment.

The Contractor shall himself be informed of all the applicable laws, notifications, rules, circulars and other communications of the State or Central or other authorities with regard to levy of any tax, duty, cess, levy or fee etc, which in any manner may impinge upon him in performance of any obligations/responsibilities under or arising out of the Contract.

Further in case of foreign Contractor, certain benefits of Income Tax may be available to him in his country under Double Taxation Avoidance Agreement (DTAA). While quoting for the assignment, the foreign Contractors are required to consider such benefits in their proposal.

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 be 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

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

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

Except in cases of criminal negligence or wilful misconduct,

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

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

24.Liability of the Contractor

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

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

- (a) Infringement or alleged infringement by the Contractor of any patent or other protected right; or
- (b) Plagiarism or alleged plagiarism by the Contractor.

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

25.Insurance to be taken out by the Contractor

The Contractor

- (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.Contractors' Actions Requiring Owner's Prior Approval

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

- (a) Any subcontract relating to the Services to an extent and, with such specialists and entities as may be approved as
- (b) Any other action that may be specified in the SCC.

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

27.Assistance and Exemptions

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

- (a) To ensure the accuracy of all information and/or data to be supplied by the Owner to the Contractor necessary for performance of the Contract, except when otherwise expressly stated in the Contract.
- (b) Issue to officials, agents and representatives of the Owner all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (c) Provide to the Contractor, Sub-Contractors and Personnel any such other assistance as may be specified in the SCC.

28.Payment Terms

General

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

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

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

Modes of Billing and Payment

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

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

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

29.Early Warning

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

30.Extension of the Intended Completion Date

In the event the Contractor is unable to complete the assignment by the Intended Completion Date it may request the Owner to extend the Intended Completion Date giving reasons. The Owner may extend the Intended Completion Date if the reasons given by the Contractor, including prior review where necessary, are found acceptable. The Owner shall, however, decide by how much to extend the Intended Completion Date.

31. Good Faith

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

32. Change in laws and regulations

If, after the date seven (7) days prior to the last date of Bid submission, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, 2 abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to items in respect of both direct transactions between the Employer and Supplier.

33. Performance Security

Within thirty (30) days of the receipt of Purchase Order/Service Order from the Employer, the contractor shall furnish the Contract Performance Guarantee (CPG), if applicable, for the due performance of the Contract 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.

CPG may be submitted in any of the following forms:

- (a) Crossed Demand Draft / Bankers cheque drawn in favour of HURL Payable at New Delhi.
- (b) An irrevocable Bank Guarantee as per the HURL standard format from any nationalized bank / Scheduled Bank as acceptable to HURL as per list enclosed.

Failure of the supplier to submit the above-mentioned Contract Performance Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

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

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

34. Force Majeure

Neither CONTRACTOR nor OWNER shall be considered in default in the performance of their obligations under CONTRACT, as long as such performance is prevented or delayed for reasons such as, including but not limited to, whether similar 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 other industrial disturbances (lasting more than 7 consecutive calendar DAYS), lockouts (lasting more than 7 consecutive calendar DAYS), sabotage, blockade, war, riots, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, terrorist acts, insurrection or military or usurped power of confiscation or trade embargoes or destruction or requisition by order of any Government or any Public Authority or for reasons or cause beyond the reasonable control of the affected party provided notice of any such cause is given forthwith and in any event not later than one week (7) DAYS of the happening of the event by the party claiming the benefit of this Clause to the other specifying the matter constituting FORCE MAJEURE explaining to what extent contractual obligations will thereby be prevented or delayed and the further period for which it is estimated that such prevention or delay

will continue. CONTRACTOR shall provide justificatory documents countersigned by the local Chamber of Commerce. Notwithstanding the forgoing, FORCE MAJEURE shall not include

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

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

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

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

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

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

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

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

Or

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

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

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

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

35.No Breach of Contract

The failure of a Party to fulfil any of its obligations 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.

36.Measures to be Taken on Force Majeure

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

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

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

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

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

37.Suspension

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

- (i) On account of any default on part of the Contractor;
or
- (ii) For proper execution of the Works or part thereof for reasons other than the default on the part of the Contractor;
or
- (iii) For safety of the Works or part thereof, for reasons other than those attributable to the Contractor.

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

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

If such suspension of WORK by OWNER delays or is likely to delay the progress of WORK or the carrying out of WORK under CONTRACT resulting in additional expenses or increased liability to CONTRACTOR, the OWNER shall pay to the CONTRACTOR all reasonable

expenses, mutually agreed between OWNER and CONTRACTOR, arising from suspension of the work by an order in writing of the OWNER provided that such suspensions of work is more than a cumulative period of ninety (90) days and provided that such suspension is not due to some fault on the part of the CONTRACTOR or a SUBCONTRACTOR.

38. Termination for Default

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

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

- (a) If the Contractor fails to remedy a failure in the performance of their obligations hereunder, within thirty (30) days of receipt of such notice of suspension or within such further period as the Owner may have subsequently approved in writing;
- (b) If the Contractor submits to the Owner a statement which has a material effect on the rights, obligations or interests of the Owner and which the Contractor knows to be false;
- (c) if the Contractor, in the judgement of the Owner has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Sub-Clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

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

39. Termination for Insolvency

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

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

40. Termination for Convenience

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

In event of termination of Order/Contract, the Employer shall pay to the Supplier/Contractor the Contract Price, properly attributable to the works/supplies executed by the Supplier/Contractor as on the date of termination.

However, any sums due to the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Order/Contract.

41.Termination because of Force Majeure

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

42.Cessation of Services

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

43.Payment upon Termination

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

44.Disputes about Events of Termination

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

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

45.Settlement of Disputes

Adjudicator

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

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

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

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

Arbitration

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

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with above clause, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Services.

Any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.

The Owner and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within twenty-eight (28) days after the latter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority as given below:

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

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

If one party fails to appoint its arbitrator within forty-two (42) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.

If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned under the Clause related to Governing Law and a substitute shall be appointed in the same manner as the original arbitrator.

Arbitration proceedings shall be conducted

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

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

(b) In case of an Indian Contractor, adjudication/Arbitration proceedings shall be conducted in accordance with Indian Arbitration and Conciliation Act 1996. In case the Indian Contractor is an Indian Public Sector Enterprise/Government Department (but not a State Govt. Undertaking or Joint Sector Undertaking which is not a subsidiary of Central Govt. Undertaking), the dispute arising between the Owner and the Contractor shall be referred for resolution to a Permanent Arbitration Machinery (PAM) of the Department of Public Enterprises, Government of India.

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

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

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

The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.

46.Fraud Prevention Policy

The Supplier along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall strictly adhere to the Fraud Prevention policy of the Employer displayed on its tender website <http://www.hurl.net.in>.

The Supplier along with their associate / collaborator / subcontractors /

sub-vendors / consultants / service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of the Contract (Purchase Order/Service Order).

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

47.Risk purchase

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

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

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SECTION – III

SPECIAL CONDITIONS OF CONTRACT
(SCC)

1. Bid Validity

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

2. Date of Start of Contract

To be intimated after award of contract.

3. Contract Period

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

4. Contract Price Variation

The price will remain firm during the contract period and no escalation, on any account, shall be payable. The bidder should quote by considering the minimum wages revision as per Central Govt. guidelines for the period of contract.

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

5. Variation in the Contract

Contract value may vary for an amount not exceeding $\pm 25\%$ of the original contract value.

6. Insurance

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

7. Performance Bank Guarantee (PBG) / Security Deposit (SD)

Successful bidder (bidder who is awarded for work) shall submit a Performance Bank Guarantee (PBG). The value of PBG must be 10% of the award value of the contract. The PBG must be submitted before submission of first R A Bill.

If the successful bidder is not able to submit PBG within the stipulated time interval, the bidder may opt for deduction of 10% from each **R. A. Bill** as security deposit (SD).

8. Payment Terms

Payments shall be released through **R.A. Bills** (Subject to submission of duly certified bills with all necessary records, documents and certification of Engineer in charge).

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

9. Penalty

(a) Whenever and wherever it is found that the assigned work is not performed up to the entire satisfaction of the Client, especially under the supervision of the Contractor's Supervisor, it will be brought to the notice of Contractor by the Client and if no action is taken immediately, penalty of Rs.500/- per day per complaint will be imposed by invoking penalty clause.

(b) In case contractor default to follow the safety rule or violation for the same; penalty of Rs. 500/- per violation is deducted from the running account.

10. The work should be carried out as per the direction of EIC. Discrepancy, if any, the decision of EIC is binding to the contractor.
11. The contractor or his authorized representatives shall attend HURL Office on daily basis for receiving the instructions.
12. HURL reserves the right to increase or decrease the number of personals deputed as per the provisions of variation of contract.
13. The company is not bound to accept the lowest quotations and reserves itself the right to reject any or all the quotations or split the work amongst two or to award a part of the work without assigning any reason thereof.
14. No claim for idle labour or machinery etc. on any account will be entertained.
15. The BIDDER shall note that the quantities given in the "Schedule of Rates" are tentative subject to variation and they shall not be entitled to claim any extra or compensation on this account. Quantum of individual item may vary to any extent; however, the total quantum of work may vary up to $\pm 25\%$ of the total awarded contract value and on this account, no variation of quoted rates of items will be permissible. Therefore, before, supply of manpower, the Contractor shall take prior approval from HURL for firm quantity.
16. The payment shall be made against running bills to be prepared by contractor monthly after deducting security deposit, Income Tax, PF, ESI or advance etc.
17. The Guidelines regarding the various compliances under Labour laws regarding Income Tax, Provident fund and ESI and procedure for entry of Contractor's personnel is to be followed as per company rules.
18. We reserve the right for our convenience to suspend the contract in whole or in part any time. On such suspension contractor should promptly suspend such work on date specified in the suspension notice and no compensation will be paid for such stoppage.
19. In the event of failure to accomplish the work assigned to contractor under this contract within the specified time limit to complete the work, HURL reserves the right to get the incomplete job executed by other contractor at contractor's risk and cost.
20. Any disputes arising out of difficulties and misunderstanding are subjected to Gorakhpur jurisdiction.
21. Contractor shall be guided by all rules and regulations prevailing in this company and the factory act as well as any other provincial or Central Government legislation which may be in force from time to time during the terms of this contract. Contractor will indemnify the company of all the losses likely to be sustained due to any claim or damage arising out of non-payment of wages, injuries or accidents to the workmen or other claim thereof.
22. The rates quoted against each item of work/price should be for the complete finished item of work and should include all Royalties, Duties, Taxes on turn-over etc. However, in case of any escalation in taxes, if levied by Government will be reimbursed to the contractor
23. The contractor should quote his rate/price in conformity with the specifications including all the relevant tests.
24. The contractor shall observe all safety rules and regulations of the company which are applicable to the job and take due precautions to avoid any accident.
25. The company reserves the right to engage one or more other contractors for the same type of job.

26. Contractor is required to maintain the employment register of persons employed by them containing particulars of every workman employed.
27. Contractor is required to issue employment card to their worker.
28. Contractor is also required to maintain the following registers:
 - Muster Role Register
 - Wages Register
 - Register of deduction for loss or damage
 - Register of Funds.
 - Register of overtime.

Note: Combined Register of Wages and Muster Role can also be maintained if the payment/wages period is fortnightly or less.

Contractor is also required to maintain the First Aid Box containing specified equipment and medicines.

Wages in respect of workers must be paid before expiry on 7th day of the wage period. Wage period in any case should not exceed more than one month.

Muster Role and Wages Register must be got certified every month/fortnightly by Companies authorities' representative before making the payments. As far as possible, payment should be made in presence of the authorised representative of the company.

The rates of wages payable to the workman should not be less than the prescribed minimum wages fixed by the Government.

Contractor is requested to provide leave holidays, off-days and overtime as per the Shops and Establishment Act.

Contractor is required to display notice board showing rates of wages, hours of work, wage period, date of payment of wages and name and address of the Inspectors having a jurisdiction and date of payment of unpaid wages.

Contractor is required to display the abstract of the act and rules in English and Hindi.

Out of the context, Contractor is also informed that they are liable to pay compensation as per Workmen Compensation Act to the death/disability full or partial of the workmen. Contractor is totally responsible for any untoward happenings at site/or consequences at site and protect their people under Insurance Policy as per Insurance Act.

29. SAFETY GUIDELINES

The contractor shall follow all safety rules and regulations for carrying out the jobs at site as per following:

1. All workers entering the plant should be physically fit and mentally alert for working.

2. All workers should wear tight fitting clothing with shoes. Loose clothing and use of chappals / sandals are strictly prohibited in the plant area.
3. All contract workers should be made familiar with safety precautions to be followed inside the plant.
4. Smoking and carrying smoking aids is not allowed in the plant area.
5. Before starting any job make sure that you have obtained the necessary work permits/ clearance from the concerned plant / area. Conditions of doing work should be well understood.
6. Any dangerous condition/ situation noted should be reported immediately to concerned area Shift Incharge. Report the same also to Fire Station.
7. Contract workers are not allowed to walk through or cross any operating units unless their duties require to do so.
8. Walking on pipe lines/ pipe racks is prohibited.
9. Drums, full or empty should not be used as workbenches or supports for any job. Proper scaffolding and ladders etc. must be used instead.
10. Cylinders will not be used as a roller for transferring the beams etc.
11. Fire Fighting Equipment are for use in case of fire emergency only and should not be misused/ shifted elsewhere.
12. In case of any fire, attempt to extinguish the fire with available firefighting equipment.
13. It is essential that all the roads should be kept free from obstructions all the time for the immediate approach of Ambulance/ Fire Tender during any emergency.
14. Workers should know about the hazards involved and safety precautions to be taken in their job engaged with.
15. Never allow sharp objects and projecting nails etc. lying at the working floor. Ensure good house-keeping on working floors free from obstacles.
16. First-Aid Boxes with sufficient medicines should be available near the job site.
17. Strict discipline should be enforced and unauthorised persons should not be allowed to move in the running plant area.
18. Good house-keeping should be maintained throughout the work period.
19. Safety devices and personal protective equipment as helmets, safety shoes, hand gloves, safety goggles, safety belt etc. must be used invariably wherever / whenever needed.
20. In case of any doubt, one should consult responsible project engineer / plant concerned/ fire & safety personnel for necessary clarification.

21. Proper communication and co-operation between different agencies when they are working in the same area so that one does not create undue hazard for others.
22. Competent supervision at job site should be continuously ensured from contractor.
23. In case of hearing emergency siren, job should be stopped immediately.
24. Job should be stopped whenever instructed by Fire & Safety personnel/ Plant personnel.
25. All workers should be aware of nearest applicable assembly points.
26. Vehicle entry in plant is not allowed.
27. Sleeping / resting/ eating inside plant premises is not permitted.
28. Any instruction passed from plant personnel / Fire & Safety personnel should be followed.
29. Do not wash hands etc. from plant drains.
30. Do not open any valves etc. in plant area. For drinking purposes, only drinking water available in plant areas should be used.
31. All tools/ tackles as ropes/ chains/ pulleys etc. should be fit for use without any discrepancy. Statutory Testing Certificates of all such tools should be available at site.
32. Additional/ specific instructions as advised for specific areas/ cases from time to time shall also be adhered to strictly.

SCAFFOLDING & WORKING PLATFORMS:

1. Trained personnel should do the erection and dismantling of scaffolding.
2. Good material scaffolding capable of withstanding intended loads should be used. Tubular scaffolding shall be preferred. Wooden/ bamboo scaffolding material is strictly prohibited.
3. The scaffolding should be level and perpendicular on firm base and secured to its supporting structure at regular spacing.
4. Cross bracing should be provided in vertical plane as well as horizontal plane.
5. Guard rails and toe boards should be provided on all open sides and ends of platforms more than 2M above the floor.
6. Working platforms should be fully planked.
7. Defective scaffolding damaged ladders, insufficient working platforms etc. should not be permitted.
8. The boards should have at least 300 mm. overlap and extended 150 mm. beyond its supports at the ends.

9. Tools and loose material should not be left on the scaffoldings from where they are likely to fall.

WORKING AT HEIGHTS

1. All persons should wear Safety Belts while working at insecure higher elevations where fall from height is endangered.
2. Proper scaffoldings and working platforms should be provided to work at higher elevations wherever possible.
3. Things/ tools etc. should not be thrown from heights.
4. While work is carried out at higher elevations, warnings notices should be posted below or barricade the area so as to draw the attention of persons to protect themselves against falling objects.
5. Defective scaffoldings, damaged ladders, insufficient working platforms etc. should not be permitted.
6. Never stand on pipelines/ beams to carry out jobs like tightening bolts etc., as a fall may be severe.
7. The person must wear the safety belt whenever working at height. The end of the belt rope must be tied securely to some rigid structure or support, which is independent of the equipment on which the man is working.
8. Simultaneously heavy duty working in same vertical plane at different levels shall not be permitted.
9. While work requires movement at higher elevations, a strong rope should be tied above the working plane from rigid supports and the safety belt shall be used in co-ordination with this rope.

ELECTRICAL WORK:

1. Electrical connection / disconnection jobs should be done by trained electricians only after getting clearance from the concerned plant area in charge or substation.
2. Avoid over loading of electric circuits.
3. Never use defective or worn out appliances. They may create unnecessary electrical fire hazards.
4. Use only ISI marked electrical appliances, fittings, cables etc.
5. Discard damaged cords and plugs immediately.
6. Check electrical apparatus/ system for damaged insulation and exposed naked wires.

7. Ensure earthing wire is well connected to system/ hand tools etc. use of 3 pin plugs shall be ensured for safe working.
8. Do not touch electrical switches and appliances with wet hands/ body.
9. Electrical equipment used in flammable atmosphere should be flameproof construction.
10. Never permit a person to work in the proximity of any electrical circuit that may come in contact with him in the course of his work.
11. Whenever work is to be done on an electrical circuit, the circuit should be isolated and fuses removed & system is to be discharged to ensure no residual current in the apparatus.
12. As far as possible all temporary electrical cables should be buried at a depth of 1' / laid overhead to a height or of approx. 10" (above man height) for safe area working.
13. All the electrical wires laid on the surface should be protected from damage due to vehicles movement.
14. Proper plugs should be used for tapping power supply. Inserting loose leads into the sockets shall not be permitted.
15. Hand lamps should be provided with guards over the bulb to protect from mechanical damage.
16. Power operated hand tools should be connected with ELCB (Earth Leakage Circuit Breaker), remote isolation switch for operator's safety.
17. Only 24 V supplies shall be ensured for vessel entries.
18. Approach to DB / isolation switch / welding machine etc. should be kept clear all the times.
19. DB/ isolation switches/ welding machines etc. will be placed at safe locations.

LADDERS:

1. Store the ladders in a safe place protected from weather and exposure to sources of heat and dampness.
2. Keep the ladders clean and free from dust, grease, oil etc. Inspect the ladder before use.
3. Place the ladder on a firm and level ground so that both side rails have secure footing. Never place ladders on loose soil, bricks, packing boxes, stool and any movable object.
4. Place the ladder in such a way that the horizontal distance from the base to the vertical plane of the support is approximately one fourth of the ladder length between its supports.
5. Don't lean sideways while working with the ladders.

6. Do not place the ladders on unsecured and weak backing such as loose boxes, barrels, window pans etc.
7. The ladder should extend at least 1.5 m. above its top landing.
8. Secure the ladder at top support as well as bottom support to prevent it from slipping.
9. Never place ladder in front of a door that opens towards the ladder.
10. Don't place the ladder near live electrical wires.
11. Don't use ladder in horizontal position.
12. Always face ladder while ascending or descending.
13. Hold ladder with both hands and don't carry objects in hand while ascending or descending a ladder.

MATERIAL STORAGE:

1. Store the material in an orderly manner. Ensure that the materials are stacked on a firm and level floor. Provide proper supports so that the stacks do not collapse.
2. Protect the material from weather.
3. Don't allow the material to project in to passages.
4. Provide proper identification marks to indicate the contents of the stored material.
5. Provide adequate ventilation where flammable liquids are stored and handled.
6. Wear suitable personal protective clothing while handling harmful chemicals/ materials.
7. Smoking should be strictly prohibited in the storage area and adequate fire safety precautions should be taken where flammable materials are stored.
8. Suitable firefighting appliances shall be provided at the storage place.
9. Do not store material on road/ road sides. Always keep aisles/ roads/ plant/ equipment access free all the time.

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SECTION – IV

(SCOPE OF WORK / TECHNICAL SPECIFICATION)

Contractors before submitting tender should inspect the site for full knowledge about the nature & extent of work and must be conversant with rules applicable for such job & should be prepared to follow them strictly. The work is to be carried out to the entire satisfaction of Engineer – in - charge

Scope of Work:

1. Opening, Removal and Boxing up of End Covers of Heat Exchangers & Hydrotest:

- a) Opening of End Covers of Heat Exchangers for inspection and cleaning of tubes (Cleaning of Tubes will be done by HURL).
- b) The position of the end cover shall be shifted so that the ends of the tubes are completely exposed for cleaning.
- c) Shell side hydrotest to be performed with proper positive nozzle blinding work.
- d) If any tube found leaking, tube plugging to be done and again hydrotest of same to be performed.
- e) After successful hydrotest, the End Covers shall be fitted back in position and De-blinding work of shell side piping joints with new gaskets. Gaskets will be provided by HURL.
- f) In case, it is established that joint has leaked due to the bad workmanship, the contractor shall have to take up the job free of cost.

2. OPENING AND BOXING-UP OF FLANGE JOINTS, BLINDING/DE-BLINDING, MANHOLE COVERS HANDHOLE INSPECTION COVERS:

Opening of flange joint for slip/blind plating, flushing, pressure testing etc. and boxing up after doing these jobs, (Tightening of the flange after putting in slip/blind plate and tightening of the flange after removing the slip/blind plate shall be taken as opening and boxing up of flange twice). Opening of manholes, hand holes and inspection cover of Tanks, Vessel and Towers for inside inspection, repair, removal/filling of packing rings etc. and boxing up of covers after completion of jobs.

- a) Valves have to be completely removed so as to fully expose both valves flanges & gasket seats and in case of manhole covers, it shall be shifted after opening so as to completely expose the hole.
- b) Gasket surfaces should be thoroughly cleaned, Contractor shall ensure that gasket is properly placed while fixing the valve or flange.
- c) Complete leak proof joint shall be ensured by the Contractor under the specified pressure. Leakage will be checked by soap solution at some places and other points, it will be checked by explosive meter, if felt necessary.

- d) In case, it is established that joint has leaked due to the bad workmanship, the contractor shall have to take up the job free of cost.
- e) All the fasteners shall be provided with anti-seize compound of the threaded portion and tightening to specific torque (anti-seize compound shall be provided by HURL).
- f) In case of ring type/lens gasket, the Contractor shall carry out lapping of gasket as well as seat.
- g) In case of cutting of gasket is required, the same shall have to be cut by the Contractor, however, gasket material shall be supplied by HURL.

3. Fabrication and Erection of CS Piping

Fabrication of pipes including associated fittings, welded valves etc. including cutting, edge preparation, welding. Root run to be done by TIG welding if required as per instruction of Engineer- In- Charge, providing reinforcement pads at branch connection, if required.

- a) All required tools & tackles such as welding machines, argon sets, cutting sets, grinders, electrode Owen etc. will be contractor scope.
- b) All welding consumables such as electrodes, oxygen, DA etc will be contractor scope.
- c) Welding electrodes and filler wires should be of make Advani Overlikon/ Adore, ESAB and L&T make only.

Contractor Scope:

- 1. All the tools and tackles i.e. hydraulic jacks, spanners, chain pulley blocks, slings, D shackles etc. shall be arranged by contractor.
- 2. Scaffolding material supply and its erection as per the requirement (opening/ boxed up and cleaning) (all jobs will under progress simultaneously) will be in contractor's scope. As its shutdown job and job has to be completed within 10 days as per schedule. Contractor has to erect all scaffolding before start of shutdown except vessels/Reformer.
- 3. All scaffolding has to be prepared parallelly at all jobs. So, scaffolding material should be arranged by contractor for approx. 3000 M3 and 15 days prior to start of shutdown.
- 4. All the spares, bolts, nuts, gaskets, oil and grease etc. will be supplied by HURL free of cost.
- 5. Construction aids like crane, Hydra etc. will be supplied free of cost by HURL. The requirement of construction aids will be decided by the Engineer-in-charge for the contract.

6. The contractor shall maintain minimum following tools and tackles in healthy working condition for execution of work assigned to him from time to time at different plant/locations

a.	Wire rope Sling upto 20 Ton	4 Nos each
b.	Wire rope Sling upto 10 Ton	4 Nos each
c.	Webbling sling upto 5 Ton	6 Nos each
d.	Webbling sling upto 2 Ton	10 Nos each
e.	Chain blocks of Capacity 1 Ton	2 Nos
f.	Chain blocks of Capacity 2 Ton	4 Nos
g.	Chain blocks of Capacity 5 Ton	4 Nos
h.	Chain blocks of Capacity 10 Ton	4 Nos
i.	D shackles upto capacity 20 Ton	4 Nos each
j.	D shackles upto capacity 10 Ton	4 Nos each
k.	D shackles upto capacity 5 Ton	10 Nos each
l.	Hammering spanners sizes upto 32~75 mm	6 set
m.	Hammering spanner upto 32 mm	6 set
n.	Box Spanner Set upto 75 mm	2 set
o.	Vernier caliper 12 inch & 6 inch	1 No each
p.	Spanners of all sizes	6 Sets

(Ring and D spanners upto size 30X32, Allen key set, filler gauge, center punch, measuring tape, steel scale, slide wrench 12 inch, screw driver set, pipe wrenches 12 inch & 36 inch, File set, hammers of capacity 5 LBS, 10 LBS and 15 LBS, mallet hammer, circlip pliers, Hexa blade frame with blade).

7. All lodging and boarding will be in contractor scope.
8. Vendor has to insure sufficient manpower to complete the job within 10 days.

HURL Scope of Supply:

1. Crane, Hydra, Forklift as per requirement.
2. Power Supply for fabrication work as per requirement.
3. Area for Store and fabrication in plant area.

V. Mobilization Time:

Initial mobilization time of 15 days shall be provided to start the job after written/verbal communication.

VI. Contract Period:

Twelve months from the date of issue of LOI/Work Order.

VII. Safe Working

- a) While working in existing plant area, CONTRACTOR shall obtain safety work permit. The CONTRACTOR shall follow all necessary safety procedure. The detailed Safety Guidelines are attached along with the Tender document as **ANNEXURE – 3**.
- b) All safety devices and personnel protective equipment like safety shoes, helmets, safety belts and safety goggles etc. for contract manpower shall be arranged by contractor only.
- c) All welding machines will be equipped with ELCB, and cutting sets with both side black back arrester.
- d) All cutting regulators should have dual gauges system and in healthy condition.
- e) All welding cables should be copper core based and without any joint.
- f) contractor will provide sufficient no of supervisors for each area work for safely and correctly work execution

Guarantee

VIII.

Executed work is guaranteed for a period of six month from the date of commissioning and if there will be any problem because of defective workmanship or negligence the same is to be repaired/rectified free of cost.

Method of Measurement

IX.

- a) For structural work, measurement shall be made on the basis of weight in tones, using lengths, sectional size, unit weight per unit length of a particular section. In case of plates the net area of plate on a particular thickness shall be multiplied by unit weight of plate.
- c) Gusset plates shall be measured to be actual geometrical shapes to the maximum extent possible. In case not possible, the nearest possible geometrical shape shall be considered to calculate the cost.
- d) The net weight of cleats, brackets, bolts, nuts, washers, separators, gusset, fishplates etc. shall be added to the weight of respective items.
- e) No deduction shall be made for bolt holes
- f) In case of chequered plate each opening exceeding 0.1 M² in area shall be deducted from the net measured area of the chequered plate & this to calculate net weight.
- g) All welding, erection alignment, bolts, drilling, cutting, grinding & minor modification at site shall be deemed to be part of this work and shall not be separately measured.
- h) Running measurement of pipe to be carried out at pipe end to end basis. The length of fittings will not be included in pipe running length for which equivalent running meter has been given.
- i) Fabrication of all nozzles, hand holes, man holes, flanges etc will be included in weight

calculation of SS/CS tanks.

- j) Scaffolding from same floor and support from equipment termed as normal scaffolding which has been included in rates.
- k) In case the execution of work is not in accordance with the instructions given by or on behalf of HURL, the Contractor will be liable to alter, change or repair to the satisfaction of HURL at no extra cost to HURL and in default whereof the Contractor will compensate HURL against the losses/damages suffered by HURL.
- l) The final measurement of the various works shall be taken after virtual completion of job. The virtual completion of the work shall be considered after HURL has certified in writing.

X. The contractor shall at his own cost take adequate insurance cover in respect of the following:

- a) Third party liability other than in respect of owner's surrounding properly.
- b) Contractor's construction aid and temporary works.
- c) Workmen compensation.
- d) Employees State Insurance
- e) Any other insurance as per statutory requirements.

XI. 17. All the pipes, plates & other material required for above fabrication is to be taken by your persons from our Stores to the site for the fabrication of above jobs and the same is to be reconciled at the end.

XII Contractor to make temporary office and fabrication yard for Pre-fabrication etc. at his own cost.

XIII The Contractor will have to arrange the accommodation for his engineers/workers/labor outside HURL's premises at their cost.

XIV The contractor shall be responsible for the reconciliation of material, issued by company in the following manner:

a) **STRUCTURAL STEEL**

2.5 % wastage shall be allowed on theoretical consumption. Out of which 0.5 % shall comprise unrecoverable loss of material during cutting etc. While accounting full credit shall be given for structural steel measuring 1 Mtr. and above and for MS plates and chequered plates, measuring 0.1 M² area and above.

b) **PIPES AND PIPE FITTINGS**

5.5% wastage shall be allowed on theoretical consumption of pipes, out of which 0.5% shall be unaccountable wastage and 5% shall be accountable wastage. Unaccountable wastage of 0.5% shall comprise of unrecoverable loss of material during cutting etc. No wastage shall be allowed for pipe fittings. While accounting, pipes full credit shall be given for pipes measuring 0.5 Mtr. and above.

- c) ii) The company shall take theoretical assessment of material consumed in the works. All steel and pipes will be issued only on the basis of linear/area measurement and the weight will be calculated as per sectional weight given in IS hand book or other relevant codes.
 - iii) Q
 - d) Quoted rates shall be deemed to include the wastage mentioned in above clause. No claim whatsoever shall be entertained on this account. Difference in quantity of material actually issued to Contractor and the theoretical consumed quantity including the permitted wastage, shall be recovered from Contractor at double the then prevailing the free market rates. Scrap steel will be the property of the Company
 - e) The scrap after weighment should be deposited in HURL's scrap yard in a systematic manner at your own cost and shall obtain site clearance certificate from concerned area incharge.
 - f) For the evaluation of rolling tolerances, the contractor shall take the sample of each lot (for each size) issued from the Stores and shall make the proper record as per the direction of the Engineer in-charge.
- XV. 19. All the materials shall be supplied to the Contractor in the Company's Stores or the storage area so designated by the company. In such case, loading on Trailer/Truck/Tractor in Company's Stores/Storage Yard and transportation to work spot shall be the responsibility of Contractor.
- XVI . In the event of work is not completed according to the time schedule, the Service provider shall have to pay Penalty along with GST to the HURL at the rates of 1 % of the total value of work for delay of every day or part thereof, subject to a ceiling of 10 % of the total value of the work.

HINDUSTAN URVARAK & RASAYAN LIMITED

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



SECTION – V

FORMS RELATED TO BID

INDEX

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

TECHNO-COMMERCIAL PROPOSAL BID FORM

(To be Submitted on the Letter Head of Bidder)

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

Bidder's Name & Address :

Date:

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

To

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

Dear Sirs,

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

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

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

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

3.0 COMPLIANCE TO THE PROVISIONS OF THE BIDDING DOCUMENTS

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

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

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

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

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

Dated this..... day of

Thanking you,

Yours faithfully,

Date:

Place:

(authorised signatory Name).

(Designation)

Company Seal

Format for Electronics Payment

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

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

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

Authorized signatory of the bidder

Name

Designation

Date

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

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Work: -

Dear Sir,

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

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

DECLARATION FOR “NO DEVIATION”

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

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

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

Yours faithfully,
(Signature)

Date: Name & Designation.....

Place: Name of the Company.....

(Seal of Company)

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

Ref. _____ : Date: _____

To

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

Sub:

Bidding Doc. No.

Dear Sir,

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

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

Yours faithfully,
(Signature)

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

(FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY OF HURL)

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

Ref. :

Date:

To

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

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

Bidding Doc. No.

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

Date : (Signature of Authorized Signatory)

Place : (Printed Name)

(Designation).....

(Company Seal)

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

Bid Ref No.:

Bidder's Name and Address:

To,

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

Dear Sir,

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

Yours faithfully,

(Signature)

Date
Place

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

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

**DECLARATION REGARDING GST
(To be given on Company Letter Head)**

Date:

To,

Sub: Declaration Regarding GST

Tender Reference No:

Name of Tender / Work: -

Dear Sir,

We hereby submit following declaration with respect to the applicability of GST.

GST (Goods and Service Tax) is inclusive @ _____ in quoted rate.

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

(Please tick in the applicable Box for GST)

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Note: -

1. GST will be loaded in rate quoted by party for obtaining landed cost.
2. 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.

Bid Security Form

Bank Guarantee

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

Bank Guarantee No...

Date...

To:

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

Dear Sirs,

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

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

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

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

Notwithstanding anything contained herein:

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

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

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

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

Authorized Vide Power of Attorney No...

Date...

NOTE:

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

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

Performance Security Form

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

Bank Guarantee No.....

Date.....

To,

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

Dear Sirs,

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

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

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

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

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

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

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

WITNESS :

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

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

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

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

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

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

BANK GUARANTEE VERIFICATION CHECKLIST

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

CHECK LIST

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

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

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

Date : Signature.....
Place :

Printed Name of Authorized Person having Power of
Attorney.....
(Designation)
(Common Seal)

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

FORMAT OF CONTRACT AGREEMENT

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

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

BETWEEN

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

WHEREAS the Owner desires to engage the Contractor to*[scope of work]*..... and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

ARTICLE 1. CONTRACT DOCUMENTS

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

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

1.2 Order of Precedence

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

1.3 Definitions

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

ARTICLE 2. CONTRACT PRICE AND PAYMENT TERMS

2.1 Contract Price

The Owner hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of: *[amount of foreign currency in words]*, *[amount in figures]*, and *[amount of local currency in words]*, *[amount in figures]*, or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.2 Payment Terms

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

ARTICLE 3. EFFECTIVE DATE FOR DETERMINING TIME FOR COMPLETION

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

ARTICLE 4. NON-ASSIGNABILITY

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

ARTICLE 5. GOVERNMENT OF INDIA NOT LIABLE

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

ARTICLE 6. Appendices

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

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

ARTICLE 7. NO LIABILITY ON DIRECTOR AND EMPLOYEE

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

ARTICLE 8. WAIVER

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

ARTICLE 9. LANGUAGE OF CONTRACT AND COMMUNICATION

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

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

Signed by for and on behalf of the Owner

[Signature]

[Title]

in the presence of

Signed by for and on behalf of the Bidder

[Signature]

[Title]

in the presence of _____

CONTRACT AGREEMENT

dated the _____ day of _____, 20 _____

BETWEEN

["the Owner"]

and

["the Bidder"]

[Validate](#)[Print](#)[Help](#)

Item Rate BoQ

Tender Inviting Authority: Sr. VP (HURL-GKP)

Name of Work: Hiring of contract for Shutdown Jobs at HURL, GKP.

Contract No: H/G/C&M/22-23/C-454

Name of the
Bidder/ Bidding
Firm /
Company :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Note 1.Financial Evaluation will be done on overall on L1 basis. For more details refer section IV in Tender Document.

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1	Contract for Shutdown Jobs					
1.01	ERECTION/DISMANTLING OF SCAFFOLDING	3000	M3		0.00	INR Zero Only
1.02	Heat Exchanger CHANNEL COVER OPENING/BOXED UP	160	MT		0.00	INR Zero Only
1.03	MANHOLE/FLANGE OPENING/BOXED UP UPTO600#	500	Inch Dia		0.00	INR Zero Only
1.04	CONTROL VALVE OPENING/ BOXED UP	38	MT		0.00	INR Zero Only
1.05	FABRICATION OF CS PIPE(NON IBR) UPTO SCH 40	350	Inch Dia		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				