

ATTACHMENT-2 TO AMENDMENT No. 01
ANNEXURE-A3 TO GCC

PROFORMA OF “CONTRACT AGREEMENT” (to be executed on proper non-judicial stamp paper)

This Contract Agreement made thisday of (month) two thousand and year between Hindustan Urvarak & Rasayan Limited (HURL), a company incorporated under the Companies Act, 1956, having its registered Office at Coal Bhavan, Coal India Ltd., 7th Floor, Plot No. AF-III, Action Area- 1A, Newtown, Kolkata-700 156 (hereinafter referred to as “Employer” as “HURL” which expression shall include its administrators, successors, executors and assigns) of the one part : And a company incorporated under the Companies Act 1956 having its registered office at.....(hereinafter referred to as the “Consultant” which expression shall include its administrators, successors, executors and permitted assigns) of the other part.

WHEREAS HURL desirous of setting up a brown field Ammonia Urea Complex, having capacity of :Ammonia Plant of 2200 MTPD and Urea Plant of 3850 MTPD along with with its associated offsite & utility facilities at existing fertilizer complex of HFCL’s plant at Barauni, India (hereinafter called the “Project”) has invited bids for “appointment of consultancy services for 2200 mtpd ammonia & 3850 mtpd urea plants and associated offsites & utilities at barauni (briefly describe scope of work as per LOA) as per its Bid Specification No HURL/HQ/04/101/1.

AND WHEREAS the Consultant had participated in the above referred bidding vide their proposal No.....dt.....including its amendments, if any and Employer after examining the said proposal accepted their aforesaid proposal and awarded the Contract to the Consultant on terms and conditions more specifically contained in its Letter of Award No.dtand the documents referred to therein, which have been unequivocally accepted by the Consultant resulting into a concluding “Contract”, hereinafter called the “Contract”.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

1.0 AWARD OF CONTRACT

1.1 The Employer has already awarded the CONTRACT to the Consultant for the work of.....on the terms and conditions contained in its Letter of Award Nodatedthe documents referred to therein and under these presents. The contract has taken effect from i.e. the date of issue of the aforesaid Letter of Award. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the "Contract" referred to in the succeeding Article.

2.0 CONTRACT

The Contract shall be performed strictly as per the terms and conditions stipulated herein, in the Contract Documents and in the Letter of Award (hereinafter collectively referred to as "Contract").

2.1 Contract Documents shall mean:-

- A. Invitation For Bids No. . HURL/HQ/04/101/1 dated 10.11.2017 and Bidding documents in respect of Specification No. No HURL/HQ/04/101/1 uploaded in HURL web site consisting of:
 - (a) Conditions of Contract (Vol.-I) comprising of:
 - I. Instructions to Bidders (ITB) (Vol.-IA)
 - II. General Conditions of Contract (GCC)(Vol.-IB)
 - III. Special Conditions of Contract (SCC) (Vol.-IC)
 - (b) Scope of Services/ Technical specifications (Vol.-II)
 - (c) Bid Proposal Sheets for Envelope-I (Techno-Commercial Bid) (Vol.- IIIA) and Bid Proposal Sheets for Envelope-II (Price Bid) (Vol.-IIIB) alongwith Price Schedule/SOR .
- B. Consultant's Proposal No. datedincluding its amendments if any received and opened on
- C. Agreed Minutes of Meeting held onbetween Employer/ HURL and the Consultant.*

2.2 LETTER OF AWARD: The Letter of Award shall mean the Employers letter no. datedtogether with its amendments if any.

All the aforesaid Contract Documents and Letter of Award above shall form an integral part of this Contract Agreement, in so far as the same or any part thereof is not in conflict with the DocumentsI referred in sub-clause A of Para 2.1 above and 2.2 above and what has been specifically agreed to by the Employer and brought out in its Letter of Award and subsequent amendment if any. Any matter in the Consultant's Proposal referred to in sub-clause B of Para 2.1 above inconsistent therewith, contrary or repugnant thereto or any deviations taken by the Consultant in its "Proposal" but not agreed to specifically by the Employer in its Letter of Award shall not be given effect to and shall be deemed to have been withdrawn by the Consultant without any cost implication to

EMPLOYER., For the sake of brevity, this Contract Agreement alongwith its aforesaid Contract Documents and the Letter of Award shall be referred to as the "Contract".

3.0 CONDITIONS & COVENANTS

3.1 The scope of work under the Contract shall include

3.2 The scope of work under the Contract as specified above, consideration, terms of payment, loans and advances, price variation, Contract Performance Guaranteeit, taxes wherever applicable, insurance, agreed time schedule, Liquidates Damages for delay and all other terms and conditions are contained in the Contract and the Contract shall be duly performed by the Consultant strictly and faithfully in accordance with the terms of this Contract.

3.3 The scope of Works shall also include all such items which are not specifically mentioned in the Contract, but which are necessary for the satisfactory completion of the entire scope of works envisaged under this contract unless otherwise specifically excluded from the scope in the Contract.

3.4 The progress of work shall conform to the agreed work schedule.

3.5 This Contract Agreement constitutes full and complete understanding between the parties and terms of these presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in he Contract Agreement. Any modifications of the Contract Agreement shall be effected only by written instruments signed by the authorized representatives of both the parties.

3.6 Time is the essence of the Contract and it shall be strictly adhered to.

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

4.0 The total contract price for the entire scope of this contract as detailed in Clause No. of Letter of Award is (.....)

5.0 The Terms of Payment is governed by Clause of SCC (Section - IC).

6.0 NO WAIVER OF RIGHTS:

6.1 Neither the inspection by the Employer or the Engineer-in-Charge or any of the officials, employees or agents nor any order by the Employer or the Engineer-in- Charge for payment of money or any payment for or acceptance of, the whole or any part of the

Works by the Employer or the Engineer-in-Charge nor any extension of time nor any possession taken by the Engineer-in-charge shall operate as Waiver of any provisions of the contract, or of any power herein reserved to the Employer, or any right to damages herein provided, nor shall any waiver of any breach in the contract be held to be a waiver of any other or subsequent breach.

7.0 SETTLEMENT OF DISPUTES

7.1 It is specifically agreed by and between the parties that all the differences or disputes arising out of the Contract or touching the subject matter of the Contract shall be decided by process of Settlement of Disputes as specified in Clause of the General Conditions of the Contract as amended and the provisions of the Arbitration & Conciliation Act, 1996 shall apply and Delhi Courts alone shall have exclusive jurisdiction in all matters arising under this Contract. The arbitrator shall give reasoned/speaking award.

8.0 Governing Laws

8.1 The laws applicable to this contract shall be the laws in force in India.

9.0 Notice of Default

9.1 Notice of default given by either party to the other party under the Contract shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgement or by telex or by registered mail with acknowledgement due addressed to the signatories at the addresses mentioned herein above.

IN WITNESS WHEREOF, the parties through their duly authorised representatives have executed these presents (execution there-of has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at #

FOR AND ON BEHALF OF

HINDUSTAN URVARAK & RASAYAN LIMITED

WITNESSES :

1.	:
(Signature)		(Employer's Signature)
.....	:
(Name)		(Printed Name)
2.	:
(Designation)		(Designation)
	
		(Company's Stamp)

: **FOR AND ON BEHALF OF
M/S.**

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.... 1.

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:

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(Signature)

(Consultant's Signature)

.....

:

(Name)

.....

(Printed Name)

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:

(Designation)

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(Designation)

:

.....

(Company's Stamp)