

HINDUSTAN URVARAK & RASAYAN LIMITED

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



SECTION – I

NOTICE INVITING TENDER (NIT)

**NAME OF PACKAGE: APPOINTMENT OF PROJECT
MANAGEMENT CONSULTANT (PMC) FOR SETTING UP OF
NANO UREA PLANT AT AMMONIA UREA FERTILIZER
COMPLEX AT HURL GORAKHPUR UNIT**

NIT NO: HURL/HQ/CS452, DATED 10.07.2024



- 1.0** HURL (Hindustan Urvarak & Rasayan Limited) invites on-line bid under Single Stage Single Envelope basis for **“Appointment of Project Management Consultant (PMC) for setting up of Nano Urea Plant at Ammonia Urea Fertilizer complex at HURL Gorakhpur unit.”**

2.0 Brief Details

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

- 3.0** 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.

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

- 4.0** Bid will be opened as per date/time as mentioned on the Date specified above or on the date specified on the e-tendering portal.
- 5.0** HURL shall not be responsible for any postal /courier delay for submission of EMD and/or other original documents, if applicable.
- 6.0** 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.



- 7.0** Bid 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 bidder.

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

8.0 Address for Communication.

Sh. Ashish Senapati Sr. Manager (C&M) Hindustan Urvarak & Rasayan Limited (A Joint Venture of CIL, NTPC, IOCL, FCIL & HFCL) Core-3, 9th Floor, SCOPE Minar, Laxmi Nagar District Centre, New Delhi-110092. EPBAX No: 011-2250 2267/ 2268 Email: ashishsenapati@hurl.net.in	Sh. Vivek Choudhary Manager (C&M) Hindustan Urvarak & Rasayan Limited (A Joint Venture of CIL, NTPC, IOCL, FCIL & HFCL) Core-3, 9th Floor, SCOPE Minar, Laxmi Nagar District Centre, New Delhi-110092. EPBAX No: 011-2250 2267/ 2268 Email: vivekchoudhary@hurl.net.in
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HINDUSTAN URVARAK & RASAYAN LIMITED
(A JOINT VENTURE OF CIL, NTPC, IOCL, FCIL & HFCL)



SECTION – II

INSTRUCTIONS TO BIDDERS
(ITB)



Sr. no	Index
1	Introduction
2	General Information
3	Content of Bidding Documents
4	Benefits To MSEs
5	Cost of Bidding
6	Clarification on Bidding Documents
7	Corrigendum/ Amendment to Bidding Documents
8	Language of Bid
9	Bid Proposal
10	Documents Comprising the Bid
11	Bid Prices
12	Price Basis
13	Bid Currencies
14	Earnest Money Deposit (EMD) / Bid Security / Guarantee
15	Performance Security / Performance Bank Guarantee (PBG)
16	Confirmation of BGs through Structured Financial Messaging System (SFMS)/SWIFT
17	Ineligibility For Future Tenders
18	Period of Validity of Bids (Techno-Commercial Bid and Price Bid)
19	Nil Deviation
20	Format and Signing of Bid
21	Submission of Bids
21.1	Physical bid
21.1.1	Earnest Money Deposit etc.
21.2	on-line
21.2.1	Techno-Commercial Bid



21.2.2	Price Bid
22	Deadline for Submission of Bids
23	Modification and Withdrawal of Bids
24	Opening of Bids
25	Clarification on Bids
26	Preliminary Examination of Techno-Commercial Bids
27	Evaluation Of Techno-Commercial Bids
28	Preliminary Examination Of Price Bid
29	Discrepancies In Bid
30	Evaluation Criteria
31	Evaluation Of Bids
32	Contacting The Employer
33	Employer's Right To Accept Any Bid And To Reject Any Or All Bids
34	Award Criteria
35	Construction of Contract
36	Notification of Award
37	Corrupt or Fraudulent Practices
38	Fraud Prevention Policy
39	Indian Agents
40	Transfer of Bid Documents
41	Restrictions on procurement from a Bidder of a country which shares a land border with India
42	HURL right to assess the capabilities and capacity of Bidder
Annexure-1	Checklist of documents to be submitted:
Annexure-2	Guidelines for online Bid Submission and Reverse Auction.



1.0	Introduction	<p>Hindustan Urvarak & Rasayan Limited (HURL) is a joint venture company of Coal India Limited (CIL), NTPC Limited (NTPC) and Indian Oil Corporation Limited (IOCL) as the lead promoters with Fertilizer Corporation of India Limited (FCIL) and Hindustan Fertilizer Corporation Limited (HFCL) as other two partners.</p> <p>HURL referred to herein as ‘the Employer’, intends to engage an agency for supply of Goods & related Services or Services as per specifications, Scope of Work as detailed in the Bidding documents.</p>												
2.0	General Information	<p>The prospective Bidders are invited to submit a “Technical & Commercial Bid” and “Price Bid” for the package. Methodology for submission of Bid has been detailed hereunder in this document.</p> <p>Applicability of Reverse Auction may be seen on the CPP website / NIT.</p>												
3.0	Content of Bidding Documents	<p>The items and/or services required, bidding procedures, order/contract terms and technical requirements are prescribed in the bidding documents/Bidding Documents.</p> <p>The bidding documents include the following sections:</p> <table><tr><td>Section-I</td><td>Notice Inviting Tender (NIT)/ Tender Enquiry/Invitation for Bid (IFB)</td></tr><tr><td>Section-II</td><td>Instruction to bidder (ITB)</td></tr><tr><td>Section-III</td><td>General Conditions of Contract (GCC)</td></tr><tr><td>Section-IV</td><td>Standard Conditions of Contract (SCC)</td></tr><tr><td>Section-V</td><td>Technical specifications & Scope of work</td></tr><tr><td>Section-VI</td><td>Forms and Procedures</td></tr></table> <p>The Bidder is expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in rejection of its bid.</p>	Section-I	Notice Inviting Tender (NIT)/ Tender Enquiry/Invitation for Bid (IFB)	Section-II	Instruction to bidder (ITB)	Section-III	General Conditions of Contract (GCC)	Section-IV	Standard Conditions of Contract (SCC)	Section-V	Technical specifications & Scope of work	Section-VI	Forms and Procedures
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Section-VI	Forms and Procedures													
4.0	Benefits To MSEs	<p>Micro and Small Enterprises (MSEs) shall be exempted from paying Earnest Money Deposit.</p> <p>The offers submitted by MSE, shall be considered in accordance with MSME Development Act of 2006 & Public Procurement Policy for MSEs of March 2012. The parties claiming benefits Under MSEs policy (if any) must enclose requisite valid Registration Certificate as per said policy along with their offer. Please also indicate whether the MSEs owned by SC/ST & or Women Entrepreneurs. If yes, please attach relevant</p>												



		<p>certificate issued by authorities concerned. However, HURL reserve the right to cancel the order (if any) and blacklist/debar a firm in case it is determined that the firm benefitted wrongly from the Public Procurement Policy.</p> <p>The benefit as above to MSEs shall be available only for Goods/Services produced & provided by MSEs.</p> <p>MSEs seeking exemption and benefits should enclose/upload in e-tender portal an attested/self-certified copy of following registration certificate as a part of his bid, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.</p> <p>i) Ministry of MSME vide Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 had notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified, form and procedure for filing the memorandum (Udyam Registration) w.e.f. 01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e. https://msme.gov.in/) Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs- 2012</p> <p>ii) An enterprise registered prior to 30.06.2020 and who is not re-registered with Udyam Registration, shall continue to be valid for a period up to 31.03.2022. Such enterprise shall submit EM Part-II or Udyog Aadhaar Memorandum (UAM) for availing benefits of PPP-2012.</p> <p>iii) In case of upward re-classification of category, Enterprises shall be extended the non-tax benefits in accordance with sub-paragraph (5) of paragraph 8 of Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 read in conjugation with MSME notification no. CG-DL-E-18102022-239737 dated 18th Oct 2022 and any other relevant govt notifications issued from time to time. Vendors seeking such benefits must submit documents in support of their claims along with the bid, failing which benefit shall not be extended.</p>
5.0	Cost of Bidding	<p>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.</p>
6.0	Clarification on Bidding Documents	<p>A prospective Bidder requiring any clarification of the Bidding Document shall put the query under Clarification tab of the on-line bid at least three days prior to the clarification end date. EMPLOYER will respond to any request for clarification or modification of the bidding documents that it receives within the time line specified.</p> <p>EMPLOYER will post the Clarifications under Clarification tab at e-tender i.e., CPP website. Bidders can view these clarifications.</p> <p>Bidders are advised to regularly check under Clarification tab regarding</p>



		<p>posting of clarification, if any.</p> <p>Bidders must check the Clarifications issued before submission of Bid. Should the Employer deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so and upload the amendments in the tender on the e-tender portal.</p>
7.0	Corrigendum/ Amendment to Bidding Documents	<p>At any time prior to the deadline for submission of bids, EMPLOYER may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.</p> <p>The corrigendum's/amendment's will be posted in the tender on the e-tender portal for viewing by the Bidder. The amendments will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are advised to regularly check the tender regarding posting of Amendments, if any.</p> <p>To give prospective Bidders reasonable time to take the corrigendum/amendment into account in preparing their bid, EMPLOYER may, at its discretion, extend the deadline for the submission of bids.</p>
8.0	Language of Bid	<p>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.</p>
9.0	Bid Proposal	<p>Bid shall be complete in all respects and shall be submitted with requisite information and Attachments. It shall be free from any ambiguity.</p> <p>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.</p>
10.0	Documents Comprising the Bid	<p>The Bid shall comprise of following components:</p> <p>Technical Bid:</p> <p>The following documents are to be furnished by the Bidder as part of the Technical Bid:</p> <ul style="list-style-type: none"> a) Techno Commercial Proposal Bid Form as per format enclosed at Annexure-1 of Section VI (Forms & Procedures) of the Bidding document b) Power of Attorney as per requirement mentioned in NIT. c) Proof for payment of Earnest Money Deposit (EMD) as per format enclosed at Annexure 12 of Section VI (Forms & Procedures) of the Bidding document/ MSE Certificate for



		<p>exemption</p> <p>d) Certificates like Registration certificate, GST No, PAN No. etc.</p> <p>e) Format for Electronic Payment as per format enclosed at Annexure-2 of Section VI (Forms & Procedures) of the Bidding document and a copy of cancelled cheque.</p> <p>f) Tender Acceptance Letter & Letter of authorization to submit bid as per format enclosed at Annexure-3 of Section VI (Forms & Procedures) of the Bidding document.</p> <p>g) Documents as required in accordance with Qualifying Requirements / Pre-Qualification Criteria (PQC) as per Clause 6 of NIT.</p> <p>h) No deviation Certificate as per format enclosed at Annexure-4 of Section VI (Forms & Procedures) of the Bidding document.</p> <p>i) Certificate from CEO or Managing Director or Legally Authorised Signatory, as per format enclosed at Annexure-5 of Section VI (Forms & Procedures) of 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.</p> <p>j) Acceptance of Fraud Prevention Policy of HURL as per format enclosed at Annexure-6 of Section VI (Forms & Procedures) of the Bidding document.</p> <p>k) Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India” as per format enclosed at Annexure-7 of Section VI (Forms & Procedures) of Bidding document</p> <p>l) Any other document asked for in the Bidding Documents.</p> <p>Price Bid:</p> <p>The Price bid is to be submitted in the BOQ provided in the Tender at https://eprocure.gov.in/eprocure/app.</p> <p>Bidders are advised to fill the BOQ and upload the same on the portal. Bidder should not tamper/modify download price bid template. In case if the same is found to be tampered / modified in any manner, bid will be rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with HURL for a period of 2 years.</p>
11.0	Bid Prices	<p>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</p>



		<p>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.</p> <p>Bidders shall give a breakdown of the prices in the manner and detail called for in the Bill of Quantity (BOQ).</p>
12.0	Price Basis	Bidders are required to quote price on the price basis as per Scope of Work/ stipulated in the SCC.
13.0	Bid Currencies	All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the Special Conditions of Contract, on FIRM price basis and to remain valid during the currency of the Contract.
14.0	<p>EARNEST MONEY DEPOSIT (EMD) / BID SECURITY / GUARANTEE:</p> <p>i. The Bidder shall furnish, as part of his bid, an Earnest Money Deposit in the amount as stipulated in NIT/IFB/Tender Enquiry, in a separate envelope (in case paid in modes other than on-line payment) superscribed on the top as under:</p> <p>"ORIGINAL EARNEST MONEY DEPOSIT FOR NIT NO. DATED..... FOR (NAME OF PACKAGE) DUE ON (DATE OF BID OPENING) FROM (NAME OF THE BIDDER)."</p> <p>ii. The Earnest Money Deposit (EMD) shall, at Bidders option, be submitted in the following forms:</p> <p>a) electronically by RTGS / NEFT in the account of HURL details as given in subsequent paragraphs</p> <p>_____or</p> <p>b) in the form of Demand Draft in favour of Hindustan Urvarak & Rasayan Limited, Payable at New Delhi.</p> <p>_____or</p> <p>c) in the form of an irrevocable bank guarantee.</p> <p>— The format of Bid Guarantee (BG) towards EMD shall be in accordance with the form of EMD included in the bidding documents (Annexure 8 of Section VI (Forms and Procedures)). The BG towards EMD shall remain valid for a period of forty five (45) days beyond the original Bid validity period or beyond any extension in the period of Bid validity subsequently requested from any Scheduled / Commercial Bank recognised by Reserve Bank of India. The Bank Guarantee Verification Checklist duly filled in as per format given in the Bidding Documents is also to be submitted. Bidder shall ensure that all the points of check list are replied in "Yes".</p> <p>iii. Wherever Bids under Joint Venture route 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.</p> <p>iv. Any bid not accompanied by an acceptable Earnest Money Deposit in accordance with the aforesaid provisions shall be rejected by the Employer as being non-responsive and shall be rejected without being opened.</p>	



~~v. 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.~~

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

~~(i) to sign the Contract Agreement~~

~~(ii) to furnish the required Security Deposit~~

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

~~f) if the Bidder withdraws/ amends, impairs, and derogates from the tender.~~

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

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

~~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.~~

~~viii. RTGS / NEFT details of HURL as under:~~

~~Account Name: Hindustan Urvarak & Rasayan Limited~~

~~Account no: 00000038863886798~~

~~IFSC code: SBIN0004803.~~

~~**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.~~

~~Any bidder seeking EMD exemption must mention the same in the on line bid under EMD Offline payment by selecting the correct option and also upload the exemption document (MSME certificate). In case a Bidder, who is seeking exemption, does not request for exemption in the online bid under EMD details and/or does not submit the document, then the bidder shall liable to be rejected.~~



15.0	Performance Security / Performance Bank Guarantee (PBG)	<p>Within ten (10) days of the Effective Date of the Contract, the contractor shall furnish the Contract Performance Guarantee (CPG), for the due performance of the Contract for ten percent (10 %) of the Contract Price with an initial validity up to ninety (90) days beyond the completion date for work plus defect liability period (if any), for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer as mentioned below.</p> <p>Performance Security / Performance Bank Guarantee (PBG) may be submitted in any of the following forms:</p> <ul style="list-style-type: none"> a) electronically by RTGS / NEFT in the account of HURL details of which are given in bidding document or b) in the form of Demand Draft in favour of <i>Hindustan Urvarak & Rasayan Limited</i>, Payable at New Delhi. or c) in the form of an irrevocable bank guarantee in accordance with the form of included in the bidding documents (Annexure 9 of Section VI (Forms and Procedures)) from any Nationalized bank / Scheduled Bank recognised by Reserve Bank of India. <p>Failure of the supplier to submit the above-mentioned Performance Security / Performance Bank Guarantee (PBG) shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p> <p>No interest shall be payable by the Employer to the Contractor against the Security Deposit furnished.</p> <p>Performance Security shall be returned after Certification of completion of work and Defect Liability period (if any) by EIC. However, the contractor will have to apply in writing, for refund of the same.</p>
16.0	Confirmation of BGs through Structured Financial Messaging System (SFMS)/SWIFT	<p>While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided in the Special Purchase Conditions.</p> <p>Bidders are advised to ensure that the message is sent by their Bankers and the Bidders must submit the reference details as part of the bid with the EMD.</p> <p><u>Name of Beneficiary of Bank Guarantee:</u></p> <p>Name of the Bank: State Bank of India</p> <p>Account Name-Hindustan Urvarak & Rasayan Limited</p> <p>Account no-00000038863886798</p> <p>IFSC code- SBIN0004803.</p>



		<p>Secured Message Type-SBININBB102</p> <p>In case of submission of EMD in the form of Bank Guarantee, bidders are requested to provide the Details like Bank Name, Branch address, IFSC code and Branch E-mail Id of BG issuing Branch on EMD submission covering letter</p>
17.0	Ineligibility For Future Tenders	<p>Notwithstanding the provisions regarding forfeiture of Earnest Money Deposit specified above, if a bidder after having been issued the Purchase Order/Contract, either does not accept the Purchase Order/Contract or does not submit an acceptable Performance Security and which results in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of the particular package.</p> <p>If a bidder after 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 HQ for a period of 6 months from the date of withdrawal of the bid.</p> <p>If a bidder after having been issued the Notification of Award/Purchase Order of a package where EMD is 'NIL/Not applicable' or exempted for bidder as per policy guidelines, either does not accept the Notification of Award/Purchase Order or does not submit an acceptable Performance Security pursuant to ITB Clause titled 'Performance Security', and which result in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of this particular package.</p>
18.0	Period of Validity of Bids (Techno-Commercial Bid and Price Bid)	<p>Bids shall remain valid for a period of 180 days from the closing date prescribed by EMPLOYER for the receipt of bids, unless otherwise specified in Special Conditions of Contract (SCC). A bid valid for a shorter period shall be rejected by EMPLOYER as being non-responsive.</p> <p>In exceptional circumstances, EMPLOYER may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing by post or email or by telefax followed by post confirmation. If a Bidder accepts to extend the period of bid validity, the validity of Earnest Money Deposit shall also be suitably extended. A Bidder may refuse the request without forfeiting its Earnest Money Deposit. A Bidder granting the request will not be required nor permitted to modify its bid.</p>
19.0	Nil Deviation	<p>No deviation, whatsoever, is permitted by EMPLOYER to any provision of Bidding Documents. The Bidders are advised that while making their Bids and quoting prices, all conditions are appropriately taken into consideration. Bidders shall certify their compliance to the complete Bidding Documents as per Certificate at Annexure 4 of Section VI (Forms and Procedures).</p> <p>In case the Products and/or Services offered do not meet the technical</p>



		<p>requirements, the bid shall be rejected as Technically non-responsive.</p> <p>Bidders may note that in case the Bidder refuses to withdraw additional conditions/deviations/variations/exception, implicit or explicit, found anywhere in the techno-commercial bid, the bid shall be rejected as Technically non-responsive.</p> <p>Bidders may also note that any deviation/variation in any form in the Price Bid shall result in forfeiture of EMD.</p>
20.0	Format and Signing of Bid	<p>The bid including all documents uploaded in the on-line bid shall be digitally certified by a duly authorised representative of the Bidder to bind him to the contract using Class II or Class-III digital signature (in the name of designated individual with Organisation name). The Digital Signature shall be as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI) namely Controller of Certifying Authorities (CCA) of India.</p> <p>Notarised copy of an authorisation letter/power of attorney indicating that the person signing the bid has the authority to sign the bid is to be uploaded as part of the Techno-commercial Bid. Whenever required by HURL, bidders may have to submit the above notarized authorisation letter/power of attorney in physical form.</p>
21.0	Submission of Bids	Bid shall be submitted through e-tender mode in the manner specified elsewhere in bidding document. No Manual/ Hard Copy of the Bid shall be acceptable except those asked for in Physical form.
21.1	PHYSICAL BID	
	EMD	<p>The Bidder shall furnish, as part of his bid, a Earnest Money Deposit in the amount as stipulated in NIT/IFB/Tender Enquiry, in a separate envelope (in case paid in modes other than on-line payment) superscribed on the top as under:</p> <p>"ORIGINAL EARNEST MONEY DEPOSIT FOR NIT NO. DATED..... FOR (NAME OF PACKAGE) DUE ON (DATE OF BID OPENING) FROM (NAME OF THE BIDDER)."</p>
21.2	ON-LINE	<p>Bid along with all the documents should be submitted in the electronic form only through e-Tendering system.</p> <p>Any revision or amendment in bid shall be possible only up to the due date and time of submission of tender.</p>
21.2.1	Techno-Commercial Bid	
(A)	COVER TYPE – FEE	MSEs seeking exemption and benefits should enclose/upload in e-tender portal an attested/self-certified copy of registration certificate as a part of his bid, failing which they run the risk of their bid being passed over as



		ineligible for the benefits applicable to MSEs.
(B)	COVER TYPE -- TECHNICAL	<p>The bidders shall upload documents in compliance to the Bidding Documents.</p> <p>The following documents are to be furnished by the Bidder as part of the Technical Bid:</p> <ol style="list-style-type: none"> Techno Commercial Proposal Bid Form as per format enclosed at Annexure-1 of Section VI (Forms & Procedures) of the Bidding document Power of Attorney as per requirement mentioned in NIT. Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD) as per format enclosed at Annexure-12 of Section VI (Forms & Procedures) of the Bidding document/ MSE Certificate for exemption Signed, Stamped and Scanned copy of Certificates like Registration certificate, GST No, PAN No. etc. Signed, Stamped and Scanned copy of Format for Electronic Payment as per format enclosed at Annexure-2 of Section VI (Forms & Procedures) of the Bidding document and a copy of cancelled cheque. Signed, Stamped and Scanned copy of Tender Acceptance Letter & Letter of authorization to submit bid as per format enclosed at Annexure-3 of Section VI (Forms & Procedures) of the Bidding document. Documents as required in accordance with Qualifying Requirements / Pre Qualification Criteria (PQC). Signed, Stamped and Scanned copy of No deviation Certificate as per format enclosed at Annexure-4 of Section VI (Forms & Procedures) of the Bidding document. Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director or Legally Authorised Signatory, as per format enclosed at Annexure-5 of Section VI (Forms & Procedures) of 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. Acceptance of Fraud Prevention Policy of HURL for which the bidder has to submit Signed, Stamped and Scanned copy of the format enclosed at Annexure-6 of Section VI (Forms &



		<p>Procedures) of the Bidding document.</p> <p>k) Signed, Stamped and Scanned copy of Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India” as per format enclosed at Annexure-7 of Section VI (Forms & Procedures) of Bidding document</p> <p>l) Any other document asked for in the Bidding Documents.</p> <p>Note: -</p> <p>Bidders are requested to upload the clearly visible documents only otherwise if not clearly visible then offer shall be liable for rejection without any further communication. The Techno-Commercial Bid should not contain any price content entry. In case, the Techno-Commercial Bid is found to contain any price content, such bid shall be liable for rejection.</p> <p>Checklist of documents to be submitted is enclosed as Annexure-1 to ITB.</p>
21.2.2	Price Bid (COVER TYPE – FINANCE)	<p>The Price bid is to be submitted in the BOQ provided in the Tender at https://eprocure.gov.in/eprocure/app.</p> <p>Bidders are advised to fill the BOQ and upload the same on the portal. Bidder should not tamper/modify download price bid template. In case if the same is found to be tampered / modified in any manner, bid will be rejected and EMD would be forfeited, and Bidder is liable to be banned from doing business with HURL for a period of 2 years.</p> <p>Bidders shall necessarily submit the prices on-line in the Bill of Quantity (BOQ) only.</p> <p>For preparation of the “Price Bid”, Bidders are expected to take into account the requirements and conditions of the bidding documents. The Price Bid shall be made in the ‘BOQ’ (excel file) only of Bidding Documents.</p> <p>The rate quoted by the bidder shall be inclusive of all provisions for incidental expenses necessary for proper execution and completion of the work in accordance with the terms & condition of the bidding document.</p> <p>All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the Special Conditions of Contract, on FIRM price basis and to remain valid during the currency of the Contract.</p>
	Documents to be uploaded in the format stipulated in the tender (online).	
	Note:	In case of Single Stage Two envelope bidding, Price Bid of those bidders whose bids are found to be qualified and technically & commercially



		responsive shall be opened at a later date under intimation to such bidders.
22.0	Deadline for Submission of Bids	<p>Bids must be submitted online no later than the time and date stated in the Tender Enquiry/NIT/ on line Tender details.</p> <p>The Off-line bid specified in the tender must be submitted to the Employer at the address given in the Special Conditions of Contract before the last date & Time for submission of Bid as specified in the NIT / Tender. Employer shall not be liable for loss/non-receipt/late receipt of above documents in postal transit.</p> <p>The on-line Bid must be submitted on the system well before the expiry of time and the schedule specified in the tender notifications and may note that there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on the server.</p> <p>The processing time for data exchange depends on the internet speed of the bidder, therefore bidder should avoid the last-minute hosting of their bid. The bids visible to the Employer will be final for the purpose of acceptance.</p> <p>EMPLOYER may, at its discretion, extend this deadline for submission of bids, in which case all rights and obligations of Employer and Bidders will thereafter be subject to the deadline as extended.</p>
23.0	Modification and Withdrawal of Bids	<p>The Bidder may modify or withdraw its bid after submission prior to the deadline prescribed for bid submission. In case of withdrawal a letter giving the reason for withdrawal is to be uploaded. Once a bid is withdrawn, the bid cannot be re-submitted.</p> <p>No bid may be withdrawn / modified in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal/Modification of a bid during this interval may result in the Bidder's forfeiture of its Earnest Money Deposit, pursuant to ITB Clause 14 above.</p>
24.0	Opening of Bids	
	Techno-Commercial Bid Opening	<p>The Employer will first open the Techno-Commercial Bid on the date and at the place specified in the tender enquiry/NIT. In the event of the specified date for the opening of bids being declared a holiday for EMPLOYER, the bids will be opened at the appointed time on the next working day. All important information and other such details as EMPLOYER, at its discretion, may consider appropriate, will be announced at the opening.</p> <p>Technical Bid shall be opened for evaluation.</p> <p>In case of Single Stage Two Envelope bidding, the Price Bid will remain unopened and the date and time for opening of price bids shall be intimated separately on the CPP website by EMPLOYER after</p>



		completion of evaluation of Techno-Commercial Bids.
	Price Bid Opening	<p>In case of Single Stage Single Envelope bidding, the Price Bid will be opened on the date and time for opening of bids specified after opening of Techno-commercial bids as specified above.</p> <p>In case of Single Stage Two Envelope bidding, after the evaluation process of Techno-Commercial bid is completed, the date and time for opening of price bids shall be intimated separately by Employer. Bidders, whose Techno-Commercial Bid is not substantially responsive, their Technical Bid shall be rejected and their Price bid will also be rejected & shall not be opened and their Earnest Money Deposit shall be returned.</p> <p>Price bids of those Bidders, who have been considered qualified and whose Techno-commercial Bid is found to be responsive, will be opened online in presence of the Bidder's authorised representatives who choose to attend.</p> <p>The participating bidders will be able to view the bid prices of all the bidders after online opening of Price Bids by Employer on the e-tender portal.</p>
25.0	Clarification on Bids	<p>During bid evaluation, EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to the Purchase Orders/Contracts executed declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT/IFB. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid including substitution of Purchase Orders/Contracts executed in the bid by new/additional Purchase Orders/Contracts executed for conforming to Qualifying Requirement shall be sought, offered or permitted.</p> <p>For this purpose, only 1 chance, shall be given. However, if after review, the employer considers further clarification is required, bidders may be given one more opportunity to submit further clarifications/ documents on the documents/ clarifications already submitted. If the techno-commercial acceptability of bidder is established upon verification of documents including clarifications submitted, the case shall be considered for further processing. If the bidder happens to be defaulter upon verification of the documents or has not uploaded the required document within the mentioned time frame his bid would be analyzed based on the uploaded documents and if found not in order as per requirement, would be outrightly rejected.</p>
26.0	Preliminary Examination of Techno-Commercial Bids	<p>EMPLOYER will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.</p> <p>Prior to the detailed evaluation, the Employer will determine whether the bid is of acceptable quality, is generally complete and is substantially</p>



		<p>responsive to the bidding document. For purpose of this determination, a substantially responsive bid is one that conforms to all the terms, condition and specifications of the bidding documents without material deviations, objections, conditionality or reservations.</p> <p>A material deviation, objection, conditionality, or reservation is</p> <ul style="list-style-type: none"> (i) that effects in any substantial way the scope quality or performance of the contract. (ii) that limits in any substantial way inconsistent with the bidding document the Employers right or the successful bidder's obligation under the contract or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids. <p>Material deficiencies in the bid may render the bid non-responsive and may lead to the rejection of the bid.</p> <p>EMPLOYER's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by EMPLOYER, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.</p>
27.0	Evaluation Of Techno-Commercial Bids	<p>EMPLOYER will carry out a detailed evaluation of the Techno-Commercial bids (of the qualified bidders shortlisted as above) previously determined to be substantially responsive in order to determine whether the technical and commercial aspects are in accordance with the requirements set forth in the bidding documents. In order to reach such a determination, EMPLOYER will examine and compare the technical and commercial aspects of the bids on the basis of the information supplied by the bidders. Bidder may note that no deviation, whatsoever, is permitted by EMPLOYER to any provisions of Bidding Documents.</p> <p>In case the Bidder refuses to withdraw additional conditions/deviations/exceptions, implicit or explicit, found anywhere in the bid in respect of techno-commercial requirements of the bidding documents, without any financial implication whatsoever to the Employer, the bid shall be rejected as technically non-responsive. Product(s) and/or service(s) not meeting the specified technical requirements & scope work, shall be rejected.</p>
28.0	Preliminary Examination of Price Bid	<p>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.</p> <p>In case any additional conditions/deviations/exceptions, implicit or explicit, is found anywhere in the Price bid, the Earnest Money Deposit shall be forfeited.</p>
29.0	Discrepanci	In case of discrepancies in the bid, the following will be adopted to



	es In Bid	<p>correct the discrepancies for Arithmetical for the purpose of evaluation.</p> <p>a) In case of discrepancy between unit price in figures and words, the unit price words will be considered as correct.</p> <p>b) In case of discrepancy between unit price and total price, the unit price will be considered as correct.</p> <p>d) In case of discrepancy between unit price and total price, which is obtained by multiplying the unit price and quantity, or between sub-totals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly.</p>
30.0	Evaluation Criteria	<p>The evaluation criteria specified in Special Conditions of Contract (SCC) shall over-ride all other similar related clauses appearing elsewhere in the bidding documents.</p> <p>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.</p>
31.0	Evaluation Of Bids	<p>a) The Employer shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.</p> <p>b) To evaluate a Bid, HURL shall only use all the criteria and methodologies defined in this document.</p> <p>c) To evaluate a Bid, HURL shall consider the following:</p> <ul style="list-style-type: none"> • The bid price as quoted as per Bill of Quantity (BOQ) • Price adjustment for correction of discrepancy. • Price adjustment due to Price Preference, pursuant to ITB clause 4.0, if applicable • Price adjustment due to Price Preference due to any other condition specified in Special Purchase Condition. • Price adjustment due to application of the evaluation criteria.
32.0	Contacting The Employer	<p>Subject to ITB clause 25.0 above, no Bidder shall contact the Employer on any matter relating to its bid, from the time of the opening of Bids to the time the contract is awarded.</p> <p>Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.</p>
33.0	Employer's Right to Accept Any Bid and to Reject Any or All Bids	<p>The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder(s) of the grounds for the Employer's action.</p>
34.0	Award Criteria	<p>Subject to ITB Clause 33, the Employer will award the contract to the successful Bidder whose bid has been determined to be substantially</p>

		<p>responsive to the Bidding Documents and qualified to perform the contract satisfactorily, as per methodology specified in Special Conditions of Contract (SCC).</p> <p>The Bidder will be required to comply with all requirements of the Bidding Documents without any extra cost to the Employer, failing which his Earnest Money Deposit will be forfeited.</p>
35.0	Construction of Contract	<p>If required, HURL may place separate Orders for supplies and Services.</p> <p>The award of separate Purchase Orders shall not in any way dilute the responsibility of the Supplier for the successful completion of the Facilities as per Contract documents and a breach in one Purchase Order shall be construed as a breach of the other Purchase Order(s) which will confer a right on the Employer to terminate the other Contract(s) also at the risk and cost of the Supplier.</p> <p>The total value of all the orders shall be the Total Package value.</p>
36.0	Notification of Award	<p>Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing by email or letter or by telefax to be confirmed in writing by letter sent by Speed Post/Registered/courier, that its bid has been accepted. The notification of award (Purchase/Service Order) will constitute the formation of the contract and shall be effective from the date of award or the date as specified in Special Conditions of Contract (SCC).</p>
37.0	Corrupt or Fraudulent Practices	<p>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:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;</p> <p>(b) will reject a bid for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract of the</p>



		Employer.
38.0	Fraud Prevention Policy	<p>The Bidders/ Service Providers/ Vendors/ Consultants etc. shall strictly adhere to the Fraud Prevention Policy of HURL displayed on its website http://www.hurl.net.in and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities and immediately apprise HURL of the fraud/suspected fraud as soon as it comes to their notice. A certificate to this effect shall be furnished by the bidder along with his bid, in relevant attachment as per format enclosed (Annexure 6 of Section VI (Forms and Procedures)) with the Bidding Document.</p> <p>If in terms of above policy, it is established that the bidder/his representatives have committed any fraud while competing for this contract then the Earnest Money Deposit shall be forfeited.</p>
39.0	Indian Agents	<p>In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product.</p> <p>If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit bid on behalf of another Principal/OEM in the same tender for the item/product.</p>
40.0	Transfer of Bid Documents	Documents purchased / downloaded by the intending bidders cannot be transferred.
41.0	Restrictions on procurement from a Bidder of a country which shares a land border with India	<p>i. Any Bidder (including its Collaborator/Associate/DJU Partner/JV partner/Consortium Member/Assignee, wherever applicable) from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority.</p> <p>Such registration should be valid for the entire period of bid validity or any extension thereof. However, in case the validity period of registration is less than bid validity period, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids, failing which the bid shall be rejected.</p> <p>Further the successful bidder shall not be allowed to sub-contract works to any “Sub-contractor” from a country which shares a land border with India unless such Sub-contractor is registered with the competent Authority as mentioned in SCC.</p> <p>However, the said requirement of registration will not apply to bidders/sub-contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the updated lists of such countries available in the website of</p>



		<p>the Ministry of External Affairs.</p> <p>ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.</p> <p>iii. "Sub-contractor" (including the term 'Sub-vendor'/Sub-supplier' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of Sub-contractors stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>iv. "Bidders from a country which shares a land border with India" / "Sub-contractor from a country which shares a land border with India" mentioned in para above means.</p> <p>a) An entity incorporated, established, or registered in such a country; or</p> <p>b) A subsidiary of an entity incorporated, established, or registered in such a country; or</p> <p>c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or</p> <p>d) An entity whose beneficial owner is situated in such a country; or</p> <p>e) An Indian (or other) agent of such an entity; or</p> <p>f) A natural person who is a citizen of such a country; or</p> <p>g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p> <p>v. The beneficial owner for the purpose of clause "iv" above will be as under:</p> <p>a) In case of company of Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.</p> <p>Explanation-</p> <p>i. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.</p> <p>ii. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting</p>
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		<p>agreements.</p> <p>b) In case of a partnership firms, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.</p> <p>c) In case of an unincorporated associations or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.</p> <p>d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing officials.</p> <p>e) In case of a trust, the identifications of beneficial owner(s) shall include identification of the author of trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>vi. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p>vii. In regard to “Restrictions on procurement from a Bidder of a country which shares a land border with India” bidder has to submit Certificate as per Annexure 7 of Section VI (Forms and Procedures) of the bidding document.</p>
42.	HURL right to assess the capabilities and capacity of Bidder	HURL reserves the right to assess the capabilities and capacity of the Bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of HURL.
	Important Note	The Special Conditions of Contract (SCC) will supersede any other related conditions anywhere else in the Bidding Documents and will prevail for evaluation / finalization of the tender.



Annexure-1 to ITB

Checklist of documents to be submitted:

Sr. No	Item	Yes / No	Bid Ref.
1	Techno Commercial Proposal Bid Form as per format enclosed at Annexure-1 of Section VI (Forms & Procedures) of the Bidding document		
2	Power of Attorney as per requirement mentioned in NIT.		
3	Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD) as per format enclosed at Annexure-12 of Section VI (Forms & Procedures) of the Bidding document/ 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 Electronic Payment as per format enclosed at Annexure-2 of Section VI (Forms & Procedures) of the Bidding document and a copy of cancelled cheque.		
6	Signed, Stamped and Scanned copy of Tender Acceptance Letter & Letter of authorization to submit bid as per format enclosed at Annexure-3 of Section VI (Forms & Procedures) of the Bidding document.		
7	Documents as required in accordance with Qualifying Requirements / Pre-Qualification Criteria (PQC)/ Eligibility Criteria i.e., <u>Clause 6</u> of NIT		
8	Signed, Stamped and Scanned copy of No deviation Certificate as per format enclosed at Annexure-4 of Section VI (Forms & Procedures) of the Bidding document.		
9	Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director or Legally Authorised Signatory, as per format enclosed at Annexure-5 of Section VI (Forms & Procedures) of the Bidding document, certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof. However, if at any point of time the declarations given in bid are found to be incorrect, HURL shall have the full right to terminate the contract and take		



	any action as per provisions of contract including forfeiture of EMD/Security Deposit.		
10	Acceptance of Fraud Prevention Policy of HURL for which the bidder has to submit Signed, Stamped and Scanned copy of Form of Acceptance of Fraud Prevention Policy of HURL as per the format enclosed at Annexure-6 of Section VI (Forms & Procedures) of the Bidding document.		
11	Signed, Stamped and Scanned copy of Certificate related to "Restrictions on procurement from a Bidder of a country which shares a land border with India" as per format enclosed at Annexure-7 of Section VI (Forms & Procedures) of Bidding document		
12	Any Other Document asked for in the Bidding Document		

Note: Failure to Upload Authentic and Correct Documents as mentioned at Sr. No, 1 to 12, as applicable, (except Sr. no 5) above would lead to Rejection of Techno- Commercial Bid. ~~Price Bids shall be opened only of those bidders who are qualified and whose techno-commercial bids are acceptable.~~



Annexure 2 to ITB

A	Instructions for Online Bid Submission	<p>The bidders are required to submit their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bidsonline on the CPP Portal.</p> <p>More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.</p> <p>1.0 REGISTRATION</p> <p>1.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.</p> <p>1.2 As part of the enrollment process, the bidders will be required to choose a unique username and assign a password for their accounts.</p> <p>1.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.</p> <p>1.4 Upon enrollment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / nCode / eMudhra etc.), with their profile.</p> <p>1.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.</p> <p>1.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.</p> <p>2.0 SEARCHING FOR BIDDING DOCUMENTS</p> <p>2.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP</p>
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		<p>Portal.</p> <p>2.2 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.</p> <p>2.3 The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.</p> <p>3.0 <u>PREPARATION OF BIDS</u></p> <p>3.1 Bidder should take into account any corrigendum published on the Bidding Document before submitting their bids.</p> <p>3.2 Please go through the Bidding Document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.</p> <p>3.3 Bidder, in advance, should get ready the documents to be submitted as indicated in the Bidding Document / schedule. Generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.</p> <p>4.0 <u>SUBMISSION OF BIDS:</u></p> <p>4.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. HURL shall NOT be responsible for any delay.</p> <p>4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Bidding Document.</p> <p>4.3 Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.</p> <p>Bidder should prepare the EMD as per the instructions specified in the Bidding Document. In case the EMD is submitted through DD/BG, the original should be posted/couriered/given in person to the concerned official, so as that it reaches to the concerned official latest by the last date and time of bid submission or as specified in the Bidding Documents.</p>
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		<p>Bid submitted by the Bidder before the Bid submission date and time will be considered for Bid evaluation.</p> <p>4.11 The Bidder is permitted to withdraw his Bid before the last date of Bid submission and time through the CPP Portal. The bidder should provide the supporting reasons for bid withdrawal and attach the supporting letter to the Purchaser.</p> <p>4.12 During bid evaluation, EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to the Purchase Orders/Contracts executed declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT/IFB. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid including substitution of Purchase Orders/Contracts executed in the bid by new/additional Purchase Orders/Contracts executed for conforming to Qualifying Requirement shall be sought, offered or permitted.</p> <p>For this purpose, only 1 chance, shall be given. However, if after review, the employer considers further clarification is required, bidders may be given one more opportunity to submit further clarifications/ documents on the documents/ clarifications already submitted. If the techno-commercial acceptability of bidder is established upon verification of documents including clarifications submitted, the case shall be considered for further processing. If the bidder happens to be defaulter upon verification of the documents or has not uploaded the required document within the mentioned time frame his bid would be analyzed based on the uploaded documents and if found not in order as per requirement, would be outrightly rejected.</p>
B.	Reverse Auction	<p>Procedure in submission of bids by the bidders during Reverse/Forward auction online.</p> <ul style="list-style-type: none"> ➤ Bidders shall login using their login ID & Password and then using DSC. ➤ Click on My Auctions button given in left side of page, to view Action details for which Techno-Commercially qualified. ➤ For participating in Live Auction, <ul style="list-style-type: none"> a) Click on Live Auction Button. b) Click on View button to participate in interested Auction. c) There is List of qualified Lots in which Bidder can participate against selected Auction. d) Click on Hammer Icon to participate in the respective lot. e) On clicking Hammer Icon, system will show Start price, Decremental (or incremental) price and Current price



		<p>against lot. Current Price is appearing as Blank in case no bidder has offered price.</p> <p>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.</p> <p>g) System will show your Latest Value / Price Quoted and system will also show Least Amount/ Rate which any Bidder would have quoted.</p> <p>1. Tender Cum Auction is a combination of Tender Followed by Reverse Auction. It is also called as eRA.</p> <p>Subsequently, Reverse Auction will be conducted amongst techno-commercially qualified / approved bidders after Opening of Financial/Price Bids' online.</p> <p>The Reverse Auction will be normally initiated after Opening of Price Bids. There will be no participation fees for Auction. Only such bidders - who have been found techno-commercially qualified as per requirements of the tender will be permitted to participate in the Reverse Auction.</p> <p>After opening of the price (financial) bids, System displays L1 price based on either over all basis or item wise/lot basis automatically. Using this system provided price, which would be auction start price procuring entity will create Reverse Auction and publish the same.</p> <p>The Techno-commercially qualified bidders will receive Auction information through SMS & email. The participating bidders get an opportunity to revise their prices (reduce in case of Reverse Auction). It allows bidders multiple opportunities to offer a price.</p> <p>2. The lowest value quoted by the bidder will become the auction start price for auction and the participant bidders have to quote below the auction price.</p> <p>3. The Bidder would be allowed to bid lower than the opening price of auction in multiples of the decrement value mentioned in para 5. However, bidder can only bid lower than the Lowest Bid.</p> <p>4. The auction will be done on bid value (to be provided by bidder) which will be derived based upon cost as mentioned in para below. It is inclusive of any taxes, etc.</p> <p>5. The minimum decrement value will be Rs. 10,000.00 as mentioned in clause 7 below. The reduction shall have to be made as per decrement value or in multiple thereof.</p> <p>6. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:</p>
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		<p>a) Current Bid Price in the Auction.</p> <p>b) Start Price.</p> <p>c) Decrement value.</p> <p>At no point of time will any bidder see the names of other bidders, or the prices of bidders other than the lowest bid.</p>
	7.	<p>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 %.</p> <p>For example:</p> <p>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*.</p>
	8.	<p>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.</p>
	9.	<p>The evaluation criteria are based on Price alone in auction. The Bidder who quotes the lowest evaluated Price is determined as the lowest bidder.</p>
	10.	<p>System protects bid and bidder information till auction gets over and displays current L1 price to the bidder.</p>
	11.	<p>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.</p>
	12.	<p>The log details of the entire reverse auction process will be generated by the system once the process of reverse auction is completed.</p>
	13.	<p>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.</p>
	14.	<p>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.</p>
	15.	<p>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.</p>
	16.	<p>Only the chronologically last price bid submitted by the</p>

		<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>23. The detailed Break-up of offered cost, provided by the successful bidder shall be considered and order, if placed, shall be with the same break-up of prices. The successful bidder(s) after reverse auction will be responsible to ensure that the rate as per the breakup of prices provided by him after the reverse auction and total value offered by him in the reverse auction are in same proportion. In no case the price of individual item can exceed the price arrived at after RA as per</p>
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		<p>procedure brought out above. 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 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 breakup given by bidder does not match with total offered price, the HURL will be at liberty to place order by proportionately reducing the component rates on basis of the breakup of the e-auction bid submitted by the successful bidder along with the initial offer and the same will be binding on the successful bidder. All calculations will be done up to two decimal places. In no case the total amount of the revised BOQ to be higher than the amount received after RA. In case the amount with revised BOQ exceeds the amount received after reverse Auction, then rounding off (in the decimal places) in the unit rates shall be done in a manner that the total value does not exceed the total RA price. Such derived rates shall be binding on the successful Bidder.</p>
		<p>Bidders must apprise themselves of the applicable guidelines for submission of and uploading of bids etc. on CPP website.</p>

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



SECTION – III

GENERAL CONDITIONS OF CONTRACTS
(GCC)



The Special Conditions of Contracts (SCC) will supersede any related condition anywhere in the Bidding Documents and will prevail for evaluation / finalization of the tender.		
1	Definitions & Terminology	Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
		“Employer” / “Owner” means the Hindustan Urvarak & Rasayan Limited (HURL), having its registered office Core-4, 9th Floor, Scope Minar, Laxmi Nagar District Centre, Delhi-110092 and shall include their legal representatives, successors and permitted assigns.
		“Contract” means the Contract Agreement entered into between the Owner and the Contractor, together with the Contract Documents referred to therein; they shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.
		“Contract Documents” mean the following documents that constitute the Contract between the Employer and the Contractor: (i) The Contract Agreement along with its appendices (ii) Letter of Award/Service Purchase Order along with its appendices including agreed variations annexed. (iii) Amendment to Tender/Bidding Documents (iv) Special Conditions of Contract (v) Technical Specifications (vi) General Conditions of Contract (vii) The Bid and Bill of Quantities submitted by the Contractor (viii) Instructions to Bidders
		“GCC” means the General Conditions of Contract hereof. “SCC” means the Special Conditions of Contract. “Day” means calendar day of the Gregorian Calendar. “Week” means a continuous period of seven (7) calendar days. “Month” means calendar month of the Gregorian Calendar.
		“Completion” means the fulfilment of the Services by the Contractor in accordance with the terms and conditions set forth in the Contract.
		“Contractor” means the successful Bidder whose bid has been accepted by the OWNER and who has been selected by the OWNER for the award of Works.
		“Contract Price” means the price to be paid for the performance of the Services, exclusive of GST.



	<p>Effective Date means the date on which this Contract comes into force pursuant to GCC Clause 15.</p>
	<p>Foreign Currency means any currency other than the currency of the Owner's country.</p>
	<p>"Local Currency" means the currency of the Government of India.</p>
	<p>"Government" means the Government of the Owner's country i.e., INDIA.</p>
	<p>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.</p>
	<p>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;</p>
	<p>"Funds" means any funds allocated to the Owner under Company budget, or loan, grants and credits placed at the disposal of the Owner.</p>
	<p>Services means the work to be performed by the Contractor pursuant to this Contract</p>
	<p>Sub-Contractor means any person or entity to whom/which part of the Services is sub-consulted.</p>
	<p>"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.</p>
	<p>"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.</p>
	<p>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.</p>



2	Order of the precedence of the Documents	<p>Subject to order of precedence listed below, all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.</p> <p>The order of precedence of documents shall be as under:</p> <ul style="list-style-type: none"> 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 Purchase Conditions g) The Bid and BOQ submitted by the Supplier h) Instructions to bidders <p>An amendment issued after issue of Contract shall take precedent over the formal Contract and all other contract documents.</p> <p>In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Documents are listed above.</p> <p>Any error in description, quantity, or rate in Bill of Quantity (BOQ) or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Works comprised therein according to drawings and specifications or from any of his obligations under the Contract.</p>
3	Singular and Plural	<p>The singular shall include the plural and the plural the singular, except where the context otherwise requires.</p>
4	Headings	<p>The headings and marginal notes in the General Conditions of Contract are included for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.</p> <p>Heading and marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.</p>
5	Communications and Notices	<p>Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the Authorized Representatives named in the Contract. A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p> <p>A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.</p>



6	Governing Laws	<p>The Contract shall be governed by and interpreted in accordance with laws in force in India.</p> <p>The Courts of Delhi shall have exclusive jurisdiction in all matters arising under the Contract, unless otherwise stated in the SCC.</p>
7	Governing Language	<p>The Contract shall be written in English. All correspondences and documents relating to the Contract shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language, as long as such literature is accompanied by a translation of its pertinent passages in English language in which case, for purposes of interpretation, the translation shall govern.</p> <p>The English Translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate. Further, translation shall be authenticated by the Indian Consulate located in the Country where the documents have been issued or the Embassy of that Country in India.</p> <p>The Contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.</p>
8	Assignment	<p>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.</p>
9	Authorized Representatives	<p>Engineer-in-Charge</p> <p>If the Engineer-in-Charge is not named in the Contract, then within fourteen (14) days of the Effective Date, the Owner shall appoint and notify the Contractor in writing of the name of the Engineer-in-Charge. The Owner may from time to time appoint some other person as the Engineer-in-Charge in place of the person previously so appointed, and shall give a notice of the name of such other person to the Contractor without delay. The Owner shall take reasonable care to see that no such appointment is made at such a time or in such a manner as to impede the progress of work. The Engineer-in-Charge shall represent and act for the Owner at all times during the currency of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Engineer-in-Charge, except as herein otherwise provided. All notices, instructions, information and other communications given by the Contractor to the Owner under the Contract shall be given to the Engineer-in-Charge, except as herein otherwise provided.</p>
10	Contractor's Authorised Representative	<p>Contractor's Representative</p> <p>If the Contractor's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Contractor shall</p>



		<p>appoint the Contractor's Representative and shall request the Owner in writing to approve the person so appointed. If the Owner makes no objection to the appointment within fourteen (14) days, the Contractor's Representative shall be deemed to have been approved. If the Owner objects to the appointment within fourteen (14) days giving the reason therefore, then the Contractor shall appoint a replacement within fourteen (14) days of such objection, and the foregoing provisions of this GCC Clause shall apply thereto.</p> <p>The Contractor's Representative shall represent and act for the Contractor at all times during the currency of the Contract and shall give to the Engineer-in-Charge all the Contractor's notices, instructions, information and all other communications under the Contract.</p> <p>All notices, instructions, information and all other communications given by the Owner or the Engineer-in-Charge to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided.</p> <p>The Contractor shall not revoke the appointment of the Contractor's Representative without the Owner's prior written consent, which shall not be unreasonably withheld. If the Owner consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out in above GCC Clause.</p> <p>The Contractor's Representative may, subject to the approval of the Owner (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Contractor's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Owner and the Engineer-in-Charge.</p> <p>Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with the above GCC Clause shall be deemed to be an act or exercise by the Contractor's Representative.</p>
11	Relation between the Parties	<p>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.</p>
12	Location	<p>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.</p>



13	Taxes & Duties	<p>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.</p> <p>It shall be incumbent upon the Contractor to obtain a registration certificate as a dealer under GST Law, and other law(s) relating to levy of tax, duty, cess etc. and necessary evidence to this effect shall be furnished by the Contractor to the Owner.</p> <p>The Contract Price (of both domestic and foreign Contractor) shall also be exclusive of GST applicable on services as per the rates prevailing as on seven (7) days prior to the date of Techno-Commercial bid opening. In case the Contractor is from outside India, who does not have any fixed establishment or permanent address in India, the GST shall be paid to the concerned Tax Authorities in India by the Owner and the same shall be recovered/ deducted from the Contractor.</p> <p>In case of any variation in the rate of GST during the period of Contract, an equitable amount shall be paid/ recovered from the Contractor to fully take into account any such change.</p> <p>If a new tax, duty, or levy is imposed or any rates of tax are increased or decreased under statute or law in India after the date seven (7) days prior to date of Techno-Commercial bid opening and the Contractor becomes liable there under to pay and actually pays the said new tax, duty or levy for bonafide use on the work contracted, the same shall be reimbursed/recovered to the Contractor.</p> <p>As regards Income Tax, Surcharge on Income Tax and other Corporate Taxes, including Cess wherever applicable, the Contractor shall be responsible for such payments to the concerned authorities.</p> <p>The Owner shall be entitled to make necessary tax deductions at source as per the prevalent laws. The Contractor shall be required to submit the PAN details before the submission of the first bill/invoice under the Contract.</p> <p>In case the Contractor is from outside India, it shall be required to either furnish (i) the certificate from Indian Tax Authority or (ii) Ruling from "the Authority for Advance Ruling (AAR)" determining the applicable rate of Income Tax in India before release of first payment.</p> <p>The Contractor shall himself be informed of all the applicable laws, notifications, rules, circulars, and other communications of the State or Central or other authorities with regard to levy of any tax, duty, cess, levy or fee etc., which in any manner may impinge upon him in performance of any obligations/responsibilities under or arising out of the Contract.</p> <p>Further in case of foreign Contractor, certain benefits of Income Tax</p>
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		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 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



		<p>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.</p>
23	Limitation of Liability	<p>HURL shall in no way be responsible for any liabilities arising out of the Contractor's Contractual obligations with the Contractor's personnel, experts, engineers, sub-Contractors, licensors, collaborators, vendors, or subsidiaries. Similarly, the Contractor shall in no way be responsible for any liabilities arising out of HURL's personnel, sub-Contractors, licensors, collaborators, vendors, or subsidiaries.</p> <p>The Contractor and HURL both agree that each shall assume full risk of damages or injury to its own properties, employees and representatives caused by any act or omission to act by their respective employees or representatives, during the performance of this Contract.</p> <p>Except in cases of criminal negligence or wilful misconduct,</p> <p>(a) Neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and</p> <p>(b) The aggregate liability of the either party to the other party, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.</p> <p>Notwithstanding anything contained hereinabove, the aggregate liability of the Employer to the Contractor shall not exceed the Total Contract Price, less payments already released to the Contractor, if any.</p>
24	Liability of the Contractor	<p>The Contractor shall be, liable to and required to indemnify, the Owner as stated under for due performance of the Contract.</p> <p>The Contractor shall indemnify the Owner from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Owner during or in connection with the Services by reason of:</p>

		<p>(a) infringement or alleged infringement by the Contractor of any patent or other protected right; or</p> <p>(b) plagiarism or alleged plagiarism by the Contractor.</p> <p>The Contractor shall ensure that all goods and services (including without limitation all computer hardware, software, and systems) procured by the Contractor out of funds provided or reimbursed by the Owner or used by 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.</p>
25	Insurance to be taken out by the Contractor	<p>The Contractor</p> <p>(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/ Technical Specifications; and</p> <p>(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.</p>
26	Contractor's Actions Requiring Owner's Prior Approval	<p>The Contractor shall obtain the Owner's prior approval in writing before taking any of the following actions:</p> <p>(a) any subcontract relating to the Services to an extent and, with such specialists and entities as may be approved as</p> <p>(b) any other action that may be specified in the SCC.</p> <p>Notwithstanding any approval as above, the Contractor shall remain fully liable for the performance of Services by the Sub-Contractor and its Personnel and retain full responsibility for the Services.</p>
27	Assistance and Exemptions	<p>The Owner shall use its best efforts to ensure the following:</p> <p>(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.</p> <p>(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.</p> <p>(c) provide to the Contractor, Sub-Contractors, and Personnel any such other assistance as may be specified in the SCC.</p>
28	Payment Terms	<p>General</p> <p>In consideration of the Services performed by the Contractor under this Contract, the Owner shall make to the Contractor such payments and in such manner as stated below:</p>



		<p>Payments will be made in the currency or currencies in which the Contract Price has been stated in the Contractor's bid i.e., INR.</p> <p>No payment made by the Owner herein shall be deemed to constitute acceptance of the Services nor relieve the Contractor of any obligations.</p> <p>Modes of Billing and Payment</p> <p>All the invoices of payment shall be supported by necessary Documents and submitted in quadruplicate for the certification of Engineer-in-Charge for which he will require a maximum time of fifteen (15) days before the same are submitted for processing the payment of amount admitted.</p> <p>The Owner shall pay to the Contractor all the admissible payments within thirty (30) days of certification of the Engineer-in-Charge of the amount payable for the services.</p> <p>Contractor shall furnish the details of Bank Account in the prescribed format along with Bid in order to facilitate the Owner to release Payments electronically through Electronic Fund Transfer system wherever technically feasible. The Contractor shall hold the Owner harmless & Owner shall not be liable for any direct, indirect, or consequential loss or damage sustained by the Contractor on account of any error in the information or change in Bank details provided to the Owner in the prescribed form without intimation to Owner duly acknowledged.</p>
29	Early Warning	<p>If at any time during performance of the Contract, the Contractor or its Sub-Contractors should encounter events, circumstances conditions that may adversely affect the quality of the work, increase the cost of Services, or delay the execution of the Services, the Contractor shall promptly notify the Owner in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor's notice, the Owner shall evaluate the situation, and the Contractor shall cooperate with the Owner in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.</p>
30	Extension of the Intended Completion Date	<p>In the event the Contractor is unable to complete the assignment by the Intended Completion Date it may request the Owner to extend the Intended Completion Date giving reasons. The Owner may extend the Intended Completion Date if the reasons given by the Contractor, including prior review where necessary, are found acceptable. The Owner shall, however, decide by how much to extend the Intended Completion Date.</p>
31	Good Faith	<p>The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.</p>
32	Liquidated Damage (LD) for	<p>If the Contractor fails to complete the Work on or before the scheduled or extended date of completion, he shall, without prejudice to any other</p>



	Delay	<p>right or remedy of the Employer, arising out of the Contract on account of such delay, be liable for payment of liquidated damages @ ½ percent per week, not as penalty, on the Contract Value of the Work for every week that the progress remains below the required progress or that the Work remains incomplete subject to a maximum of 5% of the Contract Value.</p> <p>In case of amendment in the contract value, the limiting value of the Liquidated damages shall be 5% of the amended Contract Value.</p> <p>The amount of Compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Owner.</p>
33	Change in laws and regulations	<p>If, after the date seven (7) days prior to the last date of Bid submission, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to items in respect of both direct transactions between the Employer and Supplier.</p>
34	Performance Security	<p>Within ten (10) days of the receipt of Purchase Order/Service Order from the Employer, the contractor shall furnish the Contract Performance Guarantee (CPG), if applicable, for the due performance of the Contract for ten percent (10 %) of the Contract Price with an initial validity up to ninety (90) days beyond the completion date for work plus defect liability period (if any), for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer as mentioned below.</p> <p>CPG may be submitted in any of the following forms:</p> <ol style="list-style-type: none"> crossed Demand Draft / Bankers cheque drawn in favour of HURL Payable at New Delhi. An irrevocable Bank Guarantee as per the HURL standard format from any Nationalized bank / Scheduled Bank as acceptable to HURL as per list enclosed. <p>Failure of the supplier to submit the above-mentioned Contract Performance Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p> <p>No interest shall be payable by the Employer to the Contractor against the Security Deposit furnished.</p> <p>Performance Security shall be returned after Certification of completion of work by EIC. However, the contractor will have to apply in writing, for refund of the same.</p>

35	Force Majeure	<p>Neither CONTRACTOR nor OWNER shall be considered in default in the performance of their obligations under CONTRACT, as long as such performance is prevented or delayed for reasons such as, including but not limited to, whether similar or dissimilar, acts of God, earthquake, tidal wave, tsunami, hurricane, storm, typhoon or cyclone (except monsoon), floods, lightening, land slide, fire or explosions, plague or epidemic, strikes of a whole National category of workers and concerted act of workmen or other industrial disturbances (lasting more than 7 consecutive calendar DAYS), lockouts (lasting more than 7 consecutive calendar DAYS), sabotage, blockade, war, riots, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, terrorist acts, insurrection or military or usurped power of confiscation or trade embargoes or destruction or requisition by order of any Government or any Public Authority or for reasons or cause beyond the reasonable control of the affected party provided notice of any such cause is given forthwith and in any event not later than one week (7) DAYS of the happening of the event by the party claiming the benefit of this Clause to the other specifying the matter constituting FORCE MAJEURE explaining to what extent contractual obligations will thereby be prevented or delayed and the further period for which it is estimated that such prevention or delay will continue.</p> <p>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.</p> <p>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.</p> <p>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</p>
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		<p>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.</p> <p>CONTRACTOR and OWNER shall endeavour to prevent, overcome, or remove the causes of FORCE MAJEURE.</p> <p>No ground for exemption can be invoked if CONTRACTOR has failed to give timely notice by registered letter and subsequently supported it by documentary evidence.</p> <p>Delay or non-performance by a party hereto caused by the occurrence of any event of FORCE MAJEURE shall not:</p> <p>(a) Constitute a default or breach of the CONTRACT,</p> <p>Or</p> <p>(b) Give rise to any claim for damages or additional cost or expense occasioned thereby, if such delay or non-performance is caused by the occurrence of any event of FORCE MAJEURE. FORCE MAJEURE conditions are not payable under any circumstances.</p> <p>Force Majeure is no one's fault, therefore each party should bear its own cost and a provision to terminate the CONTRACT in case of Force Majeure extending beyond six (06) month is provided. Should OWNER wish the CONTRACTOR to continue further, both parties may sit together and mutually agree on the future course failing which Parties will have the right to terminate. Such termination shall not be considered as Termination for Owner's Convenience. However, outstanding invoices, payment for supplies made and payment to the work already performed will be paid by OWNER on such termination and shall be detailed at the time of CONTRACT finalisation. CONTRACTOR shall have the right to take action to mitigate the impact of the prolonged Force Majeure event in mutual consent with Owner.</p> <p>FORCE MAJEURE shall not apply to any obligation of the OWNER to make payments to the CONTRACTOR under the contract.</p>
36	No Breach of Contract	<p>The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.</p>
37	Measures to be taken on Force Majeure	<p>A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen</p>



		<p>(14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor, upon instructions by the Owner, shall either:</p> <ul style="list-style-type: none"> (a) demobilize, in which case the Contractor shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Owner, in reactivating the Services; or (b) continue with the Services to the extent possible, in which case the Contractor shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
38	Suspension	<p>The Contractor shall, on receipt of the order in writing of the Engineer-in-Charge, suspend the progress of the Works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary for any of the following reasons:</p> <ul style="list-style-type: none"> i. On account of any default on part of the Contractor. ii. for proper execution of the Works or part thereof for reasons other than the default on the part of the Contractor. iii. for safety of the Works or part thereof, for reasons other than those attributable to the Contractor. <p>The Contractor shall, during such suspension, properly protect and secure the Works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.</p> <p>The time for completion of the WORKS will be extended for a period equal to the duration of the suspension. The Contractor shall not be eligible for any other compensation whatsoever for such suspension, except as otherwise provided herein under.</p> <p>If such suspension of WORK by OWNER delays or is likely to delay the progress of WORK or the carrying out of WORK under CONTRACT resulting in additional expenses or increased liability to CONTRACTOR, the OWNER shall pay to the CONTRACTOR all reasonable expenses, mutually agreed between OWNER and CONTRACTOR, arising from suspension of the work by an order in writing of the OWNER provided that such suspensions of work is more than a cumulative period of ninety (90) days and provided that such suspension is not due to some fault on the part of the CONTRACTOR or a SUBCONTRACTOR.</p>

39	Termination for Default	<p>The Owner or the Contractor, without prejudice to any other remedy for breach of Contract, by notice of default sent to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of contract. In such an occurrence one party shall give not less than fifteen (15) days' written notice of termination to the other party.</p> <p>Fundamental breaches of the Contract shall include but shall not be limited to, the following:</p> <ul style="list-style-type: none"> (a) If the Contractor fails to remedy a failure in the performance of their obligations hereunder, within fifteen (15) 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. <p>For the purpose of this Sub-Clause:</p> <p>"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Owner and includes collusive practice among Contractors (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition.</p>
40	Termination for Insolvency	<p>The Owner and the Contractor may at any time terminate the Contract by giving notice to the other party if:</p> <ul style="list-style-type: none"> (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.
41	Termination for Convenience	<p>The Owner, by notice sent to the Contractor, may in its sole discretion and for any reason whatsoever, terminates the Contract, in whole or in</p>



		<p>part, at any time for its convenience. The notice of termination shall specify that termination is for the Owner's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>In event of termination of Order/Contract, the Employer shall pay to the Supplier/Contractor the Contract Price, properly attributable to the works/supplies executed by the Supplier/Contractor as on the date of termination. However, any sums due to the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Order/Contract.</p>
42	Termination because of Force Majeure	The Owner and the Contractor may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than thirty (30) days.
43	Cessation of Services	Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clauses 39 to 42, the Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.
44	Payment upon Termination	Upon termination of this Contract pursuant to GCC Clauses to 39 to 42, the Owner shall make the payments to the Contractor for Services satisfactorily performed prior to the effective date of termination.
45	Disputes about Events of Termination	<p>If either Party disputes whether an event specified in GCC Clause 39, 40 or 41 has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 46, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.</p> <p>In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC Clause 46.</p>
46	Settlement of Disputes	<p>Mutual Discussion</p> <p>Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties and so notified in writing by either Party to the other Party (the 'Dispute') shall in the first instance, be attempted to be resolved amicably by mutual consultations between the Parties within a period of 30 days. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any</p>



		<p>Dispute.</p> <p>Arbitration</p> <p>If either the Owner or the Contractor is dissatisfied with the mutual discussion, or if the mutual discussion fails to arrive at a decision within thirty days (30) days of a dispute being discussed, then either the Owner or the Contractor may, within fifty-six (56) days of such reference, give notice to the other party, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with above clause, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Services.</p> <p>Any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.</p> <p>The Owner and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within twenty-eight (28) days after the latter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority as given below:</p> <ul style="list-style-type: none"> a) President, Institution of Engineers in case of an Indian Contractor. b) President, International Chambers of Commerce, Paris in case of a Foreign Contractor. <p>If one party fails to appoint its arbitrator within forty-two (42) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.</p> <p>If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned under the Clause related to Governing Law and a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>Arbitration proceedings shall be conducted,</p> <p>(i) in accordance with the following rules of procedure:</p> <ul style="list-style-type: none"> a) In case of a foreign Contractor, the arbitration proceeding shall be conducted in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976. b) In case of an Indian Contractor, adjudication/Arbitration proceedings shall be conducted in accordance with Indian
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		<p>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.</p> <p>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.</p> <p>(ii) in New Delhi, India (Place for Arbitration)</p> <p>(iii) in the language in which this Contract has been executed.</p> <p>The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.</p>
47	Fraud Prevention Policy	<p>The Supplier along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall strictly adhere to the Fraud Prevention policy of the Employer displayed on its tender website http://www.hurl.net.in.</p> <p>The Supplier along with their associate / collaborator / subcontractors /sub-vendors / consultants / service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of the Contract (Purchase Order/Service Order).</p> <p>The Supplier shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.</p>
48	Risk purchase	<p>In the event Contractor fails to execute the services in scheduled completion period, HURL reserves the right to get the job executed from any other source at the Contractors risk and cost and the difference in cost shall be borne by the Contractor.</p> <p>Further, HURL shall retain the right of forfeiture of Performance Security and or any other action as deemed fit.</p>
IMPORTANT NOTE		The Special Conditions of Contract will supersede any other related conditions anywhere in the tender documents and will prevail for evaluation / finalization of the tender.

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



SECTION – IV

***SPECIAL CONDITIONS OF CONTRACTS
(SCC)***

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

SCC Clause	Reference Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract or additional clauses
1	Definitions & Terminology GCC CLAUSE 1	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>“DAY” means a calendar day of 24 hours duration.</p> <p>“MONTH” means, when used for the purpose of calculating, a period of time herein, period from the date of one calendar month to the corresponding date of next calendar month, if such date exists or if not, to the last day of next calendar month mentioned above.</p> <p>“MAN-DAYS” means a unit of time equivalent to one person working for a standard working day subject to minimum period of 8 working hours in a day.</p> <p>“MAN-MONTH” means a unit of time equivalent to one person working for a standard month i.e. 25 Man-Days.</p> <p>“SITE” means that part of the PROJECT Site at Gorakhpur in the State of Uttar Pradesh, where the PROJECT is to be located.</p> <p>“BATTERY LIMIT” means boundaries of areas within which Nano Urea Project and associated facilities are to be installed including interconnections between various units and integration with existing facilities.</p> <p>“RATED CAPACITY” of Nano Urea Plant means 1.5 Lakh Bottles (of 500 ml)/Day OR 75 KL per day</p> <p>“PROJECT” means facilities to produce, package and dispatch minimum Capacity - 75 KL per Day i.e. 1,50,000 bottles of 500 ml each per day of Nano Urea (Liquid) along with associated facilities at OWNER's site at Gorakhpur, Uttar Pradesh, India.</p> <p>“PROJECT MANAGEMENT CONSULTANT” or “PMC” or “CONSULTANT” or “CONTRACTOR” means the firm or party on whom the Letter of Intent/Work order for faithful execution of the work mentioned herein is placed and shall include his/her/their heirs, legal representatives, successors and permitted assigns. PMC shall provide their services for Engineering, Procurement and Construction Management as per scope of work mentioned in tender.</p> <p>“WORK” means all duties, services, responsibilities and obligations to be discharged by PMC pursuant to the CONTRACT.</p> <p>“LICENSOR” means M/s Ray Nano Science & Research Centre LLP, offering process license to the OWNER, its successors and permitted assignees for setting up the project and manufacturing of Nano Urea.</p> <p>“LSTK CONTRACT” means the lump sum turnkey contract to be entered between the finalized LSTK CONTRACTOR and HURL for execution of the LSTK PACKAGE including subsequent amendments thereto agreed to in writing by HURL and finalized LSTK CONTRACTOR.</p> <p>“LSTK CONTRACTOR” means the contractor as may be appointed by HURL for</p>

		<p>execution of the LSTK PACKAGE as per the terms & conditions agreed and outlined in the LSTK CONTRACT.</p> <p>“LSTK PACKAGE” shall mean entire facilities required for the production of Nano Urea from Raw Material Handling & Storage up to Storage and Dispatch of Finished Product. It shall broadly include Main Plant Building (PEB), Process Plant, Raw Material Storage & Handling, Bottling of the Product, Storage & Retrieval System for product, System for loading of products in trucks for dispatch, Control Room, Lab with equipment and any other facilities required for successful operation of Nano Urea Plant, including the utility connections required from the existing Ammonia Urea Fertilizer complex. The package shall also include area levelling/grading, Roads & Drains, External infrastructure and other facilities which are required for completion of the project.</p> <p>“EQUIPMENT” means Machinery, Equipment, Materials, Structures, Electrical, Instruments, Spares, and other items as required by the PROJECT and to be permanently incorporated into and to form part of the PROJECT.</p> <p>“CRITICAL EQUIPMENT” means such items of EQUIPMENT, which are of critical nature either functionally or due to delivery constraints and are identified by the OWNER</p> <p>“NON-CRITICAL EQUIPMENT” means such items of EQUIPMENT other than CRITICAL EQUIPMENT.</p> <p>“PROCESS EQUIPMENT” means EQUIPMENT used to Process the Raw Material for manufacturing of the Nano Urea, using the LICENSOR technology. PROCESS EQUIPMENT includes, but is not limited to, Tanks, Vessels, Converters, Blenders, Reactors, Separators, Filters, Heaters, Agitators, Sonicators, etc.</p> <p>“FCO” means Fertilizer Control Order 1985, which is administered by Department of Agriculture Cooperation, Govt. of India issued under the Essential Commodities Act, 1955 which lays down as to what substances qualify for use as fertilizers in the soil, product-wise specifications, methods for sampling and analysis of fertilizers, procedure for obtaining license/registration as manufacture/dealer in fertilizers and conditions to be fulfilled for trading thereof including any amendments/modifications thereto.</p> <p>“FCO Parameters” means the parameters as mentioned in the General Specifications of Nano Fertilizers under the FCO License S.O. 1048(E) under Fertilizer (Inorganic, Organic or Mixed) (Control) Order, 1985 as amended from time to time.</p> <p>“PRE-PROJECT ACTIVITIES” shall mean and include the following as listed below:</p> <ol style="list-style-type: none"> I. Preparation of master layout considering – <ol style="list-style-type: none"> a) Material and Man movement b) Efficiency of Production c) Interface with existing Infrastructure and Utilities, if & where possible d) Safety Aspects e) Statutory Compliances
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		<p>f) Codes and standards</p> <p>g) Value Engineering</p> <p>II. Finalization of concept based on process licensor's available inputs and the requirements of Nano Urea Plant.</p> <p>III. Preparation of basic system design i.e establish concept, capacities and sizing, interconnection requirements, design parameters, defining battery limits and finalization of project philosophy, based on the Basic Engineering inputs of Process provided by the LICENSOR. PMC shall coordinate with the LICENSOR arrange the required inputs.</p> <p>IV. Preparation of General Plot Plan indicating the various key areas, including the hazardous area classification. The Plot Plan should include plant location with tentative dimensions of major areas/packages, buildings, roads etc.</p> <p>V. Preparation of Technical enquiry specification for procurement of LSTK PACKAGE including the basic system design required for tendering of LSTK CONTRACTOR. Inputs for the Basic engineering of Process shall be provided by the LICENSOR.</p> <p>VI. Technical Assistance to Owner/Owner's Representative for getting all the statutory clearances including the "Environment Clearance", required for setting up the project.</p> <p>"MECHANICAL COMPLETION" means the date on which EQUIPMENT have been installed in their respective position; all Electrical, Instrumentation & Civil Works have been completed and Equipment & Piping for the PROJECT have been hooked up as per requirement and the system is ready for COMMISSIONING.</p> <p>"COMMISSIONING" shall mean production of FCO compliant Nano Urea and bottling of Nano Urea at 100% rated capacity.</p> <p>"Performance Guarantee Test Run (PGTR)" shall mean production of FCO compliant Nano Urea and bottling of Nano Urea at 100% rated capacity as per Guarantee parameters mentioned in the Licensee agreement.</p> <p>"COMMENCEMENT OF PRODUCTION" shall mean the date when the End Product produced in the Factory is duly certified by characterization reports of "FCO parameters" issued by independent laboratories mutually appointed by OWNER and the PROCESS LICENSOR which shall be tested as per the guideline / procedure mentioned in CG-DL-E-01062021-227305 by ministry of agriculture & farmer's welfare (Department of Agriculture, Cooperation & Farmer's welfare) ORDER dated 31st May 2021, S.O.2126 (E).</p> <p>"DECLARATION OF COMMERCIAL PRODUCTION" shall mean the day when complete equipment/plant is officially declared by the OWNER to be available for continuous operation for different loads up to and including rated capacity</p> <p>"PROVISIONAL ACCEPTANCE" means the date on which the PROJECT has been Provisionally accepted and/or certificate to this effect has been issued by HURL as per the provisions of Clause No-7 of Section-V.</p> <p>"FINAL ACCEPTANCE" means the date on which the PROJECT has been finally</p>
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		accepted and/or certificate to this effect has been issued by HURL as per the provisions of Clause No-7 of Section-V.
2	Price Bid/ BOQ	<p>Schedule of price bid / BOQ in the form of BOQ_XXXX .xls is provided along with this tender document at https://eprocure.gov.in/eprocure/app.</p> <p>Bidders are advised to upload the same in the commercial bid. Bidder shall not tamper/modify download price bid template in any manner. In case if the same is found to be tampered / modified in any manner, the tender will be completely rejected.</p> <ol style="list-style-type: none"> 1. The Bidder shall quote lumpsum fee for “Engineering & Procurement Management”, fees per Man-Months for “Construction Management, Pre-Commissioning & Commissioning and Performance Guarantee Test Run” and fees per Man-Days for “Inspection & Expediting Services”; as per the scope of work defined at Cl. 1 (Detailed Scope of Work) of Section V, TECHNICAL SPECIFICATIONS (SCOPE OF WORK AND OTHER TERMS & CONDITIONS) 2. PMC’s fee and payments shall be inclusive of all applicable taxes, duties, levies, etc., but excluding GST. 3. The Fee shall be quoted in Indian Rupees only. <p>The GST shall be paid extra as per the provisions of Clause 6 (i.e., Taxes and Duties) of SCC.</p> <p>Note: BOQ (Bill of Quantity) and SOR (Schedule of Rates) shall have the same meaning.</p>
3	<u>Bid Evaluation</u>	<p><u>Technical Bid Evaluation</u></p> <p>Bids shall be scrutinized on Techno-Commercial parameters based on the documents as mentioned in Annexure-1 to ITB. Bidders are required to submit fully compliant bid. The bidders are required to furnish no deviation certificate in conformity to same. Conditional bid will not be accepted.</p> <p><u>Price Bid Evaluation</u></p> <p>Price bid(s) of the bidder(s) shall be evaluated on the basis of SUM-TOTAL of bidder’s quote for all the items as quoted by bidder in SOR including GST amount.</p> <p>The management reserves the right to accept/ reject any or all tenders at the time prior to award of contract without assigning any reasons whatsoever.</p>
4	Award Criteria	<p>HURL reserves the right to negotiate price with the bidder.</p> <p>Letter of Award / Purchase Order / Contract Agreement shall have the same meaning.</p>
5	Contract Price	<p>“CONTRACT VALUE” or “CONTRACT PRICE” shall mean the sum total of PMC Fees indicated in the price schedule to be paid to the CONSULTANT excluding applicable GST.</p>
6	Taxes and Duties	<p>PMC shall pay any and all taxes including duties, levies etc. which are payable in relation to the performance of the CONTRACT. The quoted price shall be</p>

	GCC CLAUSE 13	<p>inclusive of all such taxes and duties. However, GST shall be payable extra as per the applicable rates by HURL</p> <p>GST shall be paid by the owner at actuals limited at the rate applicable as per GST law on submission of documentary evidence. GST payment applicable at the time of awarding the contract shall be subject to any change in GST law in future.</p> <p>HURL shall deduct Income tax at source at applicable rates and issue the certificate for the tax deducted at source.</p> <p>Any variation in statutory levies and taxes within the contractual delivery period shall be on HURL's account and beyond that, it shall be on CONSULTANT's account.</p> <p>The contractor shall indemnify the Company against levy of any taxes/charges etc., imposed by the Govt. or any authority which are in existence at the time of submission of tender and also future statutory levies and the Contractor failed to deposit the same. The Company shall have the right to recover the total amount of tax so assessed including litigation expenses from contractor's bills / security deposit.</p>
7	Payment Terms & Documents required for Payment	As per Cl. 4 (TERMS OF PAYMENT) of Section V, TECHNICAL SPECIFICATIONS (SCOPE OF WORK AND OTHER TERMS & CONDITIONS)
8	Defect Liability Period	As per Cl. 6. (GUARANTEES & LIABILITIES) of Section V, TECHNICAL SPECIFICATIONS (SCOPE OF WORK AND OTHER TERMS & CONDITIONS)
9	Effective Date GCC CLAUSE 14 & 15	As per Cl. 5.1 (EFFECTIVE DATE OF CONTRACT) of Section V, TECHNICAL SPECIFICATIONS (SCOPE OF WORK AND OTHER TERMS & CONDITIONS)
10	Insurance to be taken out by the Contractor GCC CLAUSE 25	<p>The following is added:</p> <p>The PMC shall at its own cost, take all necessary insurance coverages which are required for the execution of the Contract.</p>
11	Performance Security GCC CLAUSE 34	<p>Within ten (10) days of the Effective Date of the Contract (ref. Cl. No. 9 of SCC), the contractor shall furnish the Contract Performance Guarantee (CPG), for the due performance of the Contract for ten percent (10 %) of the Contract Price with an initial validity up to ninety (90) days beyond the completion date for work plus defect liability period (if any), for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer as mentioned below.</p> <p>CPG may be submitted in any of the following forms:</p> <p>a) electronically by RTGS / NEFT in the account of HURL details of which are</p>

		<p>given in bidding document or b) in the form of Demand Draft in favour of <i>Hindustan Urvarak & Rasayan Limited</i>, Payable at New Delhi. or c) in the form of an irrevocable bank guarantee in accordance with the form of included in the bidding documents (Annexure 9 of Section VI (Forms and Procedures)) from any Nationalized bank / Scheduled Bank recognised by Reserve Bank of India.</p> <p>Failure of the supplier to submit the above-mentioned Performance Security / Performance Bank Guarantee (PBG) shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p> <p>No interest shall be payable by the Employer to the Contractor against the Security Deposit furnished.</p> <p>Performance Security shall be returned after Certification of completion of work and Defect Liability period (if any) by EIC. However, the contractor will have to apply in writing, for refund of the same.</p>
12	Contract Period	As per Cl. 5.2 (Completion Schedule) of Section V, TECHNICAL SPECIFICATIONS (SCOPE OF WORK AND OTHER TERMS & CONDITIONS)
13	Signing of Contract Agreement	<p>The successful tenderer / bidder shall be required to execute a contract agreement on non-judicial stamp paper of Rs.500 in the prescribed proforma (enclosed as Annexure-11 to Section VI i.e., Forms and Procedures) with the Company within 15 (fifteen) days of the issue of the work order of the same for carrying out the work according to the general and special conditions of contract specified in the Tender Document.</p> <p>Cost of non-judicial stamp paper shall be borne by successful bidder. The contract shall be presumed to be effective from the effective date contract. The Tender Document, Letter of Acceptance and other correspondence between the Company and the tenderers shall form part of the contract.</p> <p>Failure of the successful tenderer / bidder to execute the above-mentioned Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p>
14	NOTICE OF DEFAULT	In the event of any default by either party hereto, in respect of any of its obligations and responsibilities under the Contract, the party not in default shall give notice in writing to the other party calling upon it to rectify such default. Should the party in default does not rectify such default within a period of fifteen (15) days of the receipt thereof within the said period, the other party shall be entitled to treat it as a breach of Contract and notice to that effect shall be given forth with.
15	Mutually Agreed Damages	As per Cl. 6.1.4 (Mutually Agreed Damages) of Section V, TECHNICAL SPECIFICATIONS (SCOPE OF WORK AND OTHER TERMS & CONDITIONS)

	(MAD)/ Liquidated Damages (LD) GCC CLAUSE 32	
16		If a tenderer resorts to any frivolous, malicious, or baseless complaints/allegations with an intent to hamper or delay the tendering process or resorts to canvassing / rigging/influencing the tendering process, HURL reserves the right to debar such tenderer from participation in the future tenders up to a period of 2 years.
17		Bidders must before submission of their Bids, acquaint themselves with all applicable regulatory and other legal requirements pertaining to insurance and health, safety and environment requirement in India and rules related to work permit and visa requirements in India or in any way or manner affecting the performance of Scope of Work, the Contractor and the Plant operation and performance including social security, safety, pollution control, permits, licenses, and the other statutory requirements and regulations. The submission of a Bid by the Bidder will be construed as evidence that such an examination was made, and the Bidder shall not raise at any time later any claims/disputes against the Owner and the Owner shall not be liable for the same in any manner whatsoever.
18	Confidentiality GCC CLAUSE 22	The following is added: The PMC, after award of Contract will be required to sign Confidentiality agreement/ Non-Disclosure Agreement with HURL & the Licensor. The Mutual Confidentiality and Non-Disclosure Agreement to be signed with HURL is enclosed at Annexure-14 to Section-VI (Forms & Procedures)
19	Sub-letting of Work	The PMC shall not assign or sublet the WORK under the CONTRACT or any part thereof or share any interest therein without prior written consent/ permission of the OWNER.
20	Continued Performance	The PMC shall not stop work in case of any dispute pending before arbitrator/ court/ tribunal in relation to the contract or otherwise unless further progress of works has been rendered impossible due to non-fulfilment of any reciprocal promise. Unilateral stoppage of work by the PMC shall be considered a breach of CONTRACT and the OWNER shall be within its rights to take suitable and necessary action as it may deem fit to adequately protect its own interests.
21	Change in Scope of Work	21.1 OWNER shall have the right to request in writing changes in WORK within the scope specified. 21.2 For each request for a change in WORK, PMC shall promptly inform OWNER in writing whether this request will fall within the provision of Cl. 21.4. If this request does not fall under the provision of Cl. 21.4 and PMC has to incur additional expenses, then PMC shall promptly submit a cost estimate, and terms of payment & completion time for making the requested change together with the details of any variation

		<p>required to be made to any of PMC's or OWNER's obligations and/or guarantees.</p> <p>21.3 The OWNER and PMC shall agree upon the basis and terms of the change in WORK in writing.</p> <p>21.4 The following changes shall not be considered a change in the meaning of this Clause:</p> <p>(a) Changes requested by OWNER and accepted by CONSULTANT which do not involve any additional cost or man-day effort.</p> <p>(b) Changes in PMC's WORK required on account of PMC not having included any item of EQUIPMENT or WORK which in the opinion of OWNER is necessary for the normal safe and continuous operation of the PROJECT.</p>
22	Indemnification	<p>The PMC agrees to indemnify, defend, release and hold harmless OWNER (and its affiliates, directors, officers, employees, agents and representatives) against any and all losses, damages, liabilities, claims (whether in negligence, strict liability, breach of warranty or otherwise), costs, fees and expenses (including but not limited to Court costs, legal fees and expenses and reasonable attorney's fees) for breach of the terms and conditions of the agreement or of enforcing such right of indemnifications arising out of:</p> <p>(a) Damages occasioned by fraud, misconduct or negligence of any act or omission of the PMC including its employees and any other authorised representatives and;</p> <p>(b) Breach of confidentiality obligations by PMC or its employees/ agents / representative etc. and;</p> <p>(c) Any act or omission and failure by the PMC to comply with all applicable laws and;</p> <p>(d) Breach of data privacy, data protection laws and regulations, anti-bribery and anti-corruption laws and other relevant laws and;</p> <p>(e) Infringement of Patent/ Registered design/ Copyright, if any, lodged by Licensor, LSTK Contractor or any other third party in connection with the WORK performed by the PMC for the PROJECT, which shall be carried out on the basis of process details/ data/ documents/ scheme made available by HURL/ Licensor/ LSTK Contractor to PMC</p>

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



SECTION – V

TECHNICAL SPECIFICATIONS

(SCOPE OF WORK AND OTHER TERMS & CONDITIONS)

Hindustan Urvarak & Rasayan Limited (HURL), a joint venture company of NTPC, CIL, IOCL, FCIL & HFCL, operates three Urea manufacturing Units at Gorakhpur (UP), Barauni (Bihar) and Sindri (Jharkhand).

HURL is also planning to set up a Nano Urea Fertilizer plant at its Gorakhpur Unit having capacity of 1,50,000 bottles (500 ml each) per day. Nano Urea plant shall consist of entire facilities required for the production of Nano Urea from Raw Material Handling & Storage up to Storage and Dispatch of Finished Product. It shall broadly include Main Plant Building (PEB), Process Plant, Raw Material Storage & Handling, Bottling of the Product, Storage & Retrieval System for product, System for loading of products in trucks for dispatch, Control Room, Lab with equipment and any other facilities required for successful operation of Nano Urea Plant, except the utility connections required from the existing Ammonia Urea Fertilizer complex, up to the battery limit of Nano Urea Plant Package.

In this connection, HURL intends to appoint a Project Management Consultant (PMC) for setting up of Nano Urea plant.

PMC's Scope of Work, as 'PROJECT MANAGEMENT CONSULTANT', shall be providing Consultancy Services for the proposed Nano Urea manufacturing plant of capacity 1.5 lakh bottles of 500ml per day (75kl per day) at HURL's Gorakhpur unit, Uttar Pradesh which shall inter-alia include but not limited to the following services:

- Implementation of PRE-PROJECT ACTIVITIES
- Pre and post Award PMC Services for LSTK PACKAGE
- Overall Project Management
- Coordination with Licensor

PMC shall be responsible for overall coordination and integration of PRE-PROJECT ACTIVITIES and LSTK PACKAGE, so as to monitor and perform all requisite services for the project for timely completion of the project including project closure.

1. Detailed Scope of Work shall cover the following activities:

1.1. Implementation of Pre Project-Activities:

1.1.1. Pre Project activities shall broadly include, but not limited to the following:

- Meeting with HURL team to understand their requirements and philosophies towards Process, Infrastructure and Utilities

- Visit the site and carry out an initial appraisal. Make every endeavor to acquire information about the site and verify it by further investigation, where necessary. Confirm to HURL, any physical restrictions which may have a significant impact on the design.
- Carry out contour survey and soil investigation, if required at finalized plot and suggest any action required, if any, based on reports of these activities. HURL shall provide the available reports of Soil Investigation of existing plant.
- Study the available Utilities at the existing Plant of HURL for efficient hook up of required utilities for proposed Nano Urea plant
- Collect the required inputs/data from HURL and LICENSOR
- Review of documents, drawings, process flow chart, and other documents provided by the Licensor, as per the License Agreement.
- Finalization of PROJECT MANAGEMENT Philosophy with HURL
- Master Layout Finalization
- 3D Model of Complete Plant
- Discuss and review relevant statutory norms for project development and necessary permissions for starting the construction and production.
- Construction Power and Water quantity and tie in points for LSTK CONTRACTOR

1.1.2. Block Budget for the complete project - On finalization of the Master Layout, Equipment Sizing and other requirements for completion of the PROJECT, PMC shall prepare Budgetary Estimate for the Complete Project. PMC shall review the same with the OWNER and re-work to match OWNER's requirements. The total estimated budget will be prepared in accordance with CONSULTANT's standard accounting procedures and will contain all elements up to the detailed level. The cost heads and format will be mutually agreed. This estimate will be used for cost control purposes and budget will be updated to reflect any changes of scope requested and approved by OWNER. For any revision in Project Cost, PMC shall revise the financial parameters of the DFR and shall submit and make presentation of the revised DFR for approval of HURL.

1.1.3. Indian Green Building Council (IGBC) Certification – Conceptualize the Design of the project for achieving GOLD rated Green Building Certification from IGBC and coordinate and advise the LSTK CONTRACTOR for obtaining the IGBC certification for the Project. PMC shall also ensure this while reviewing/approving the detail engineering of LSTK CONTRACTOR. Statutory Fee, if any, shall be provided by OWNER. PMC shall guide and provide assistance to HURL for obtaining the certification.

1.1.4. Statutory Clearances - PMC shall provide necessary technical assistance by way of furnishing technical information (within the scope of PMC) to the Owner for submission

to Statutory Authorities for getting all the statutory clearances/approvals including the “Environment Clearance/CTE”, required for setting up the project. All applicable statutory fee/charges to be paid for obtaining approvals from Govt. / Statutory Authorities shall be borne by HURL.

1.1.5. If there is requirement of appointing an external consultant for obtaining the Environmental Clearance/CTE for setting up of Nano Urea Project, PMC shall appoint the consultant having similar experience, in consultation with the OWNER/LICENSOR at its own cost in time bound manner. However, delay in grant of EC / CTE by concerned authority shall not be attributable to the PMC.

1.1.6. PMC shall prepare overall Project Schedule at L1/L2 level in consultation with HURL and Licensor.

1.2. Consultancy for Pre- Award PMC Services for LSTK PACKAGE

- a) Visit of PMC Team to the SITE.
- b) Finalization of concepts, based on LICENSOR’s available inputs.
- c) Preparation of basic system design i.e. establish concept, capacities and sizing, interconnection requirements, design parameters, defining battery limits and finalization of project philosophy, based on the Basic engineering of Process provided by the LICENSOR.
- d) Preparation of general Plot Plan indicating the Hazardous Area Classification, location, dimensions of major plant area, buildings & roads etc. Basic Engineering for Process shall be provided by LICENSOR.
- e) Preparation of layouts, visualizations, images and any such documents as are necessary to fulfill the requirements of the LSTK CONTRACTOR for detailed engineering.
- f) Coordination with Licensor/Owner for getting the necessary inputs including basic engineering of process and statutory approvals.
- g) Preparation of budgetary estimates for LSTK PACKAGE. Inputs of process shall be provided by Licensor, if required.
- h) PMC shall ensure that the design shall have a nominal over plus capacity of 10%.
- i) PMC shall make suitable designs and layout for miscellaneous works including, Vehicle Parking areas, Traffic circulation plan, Telecommunication and IT networking facilities, Illumination, etc., wherever appropriate.
- j) PMC shall Develop Bid drawings, Bill of Quantities (BOQ), P&ID/PFDs and detailed technical specifications for the NIT preparation of LSTK CONTRACT and shall take final approval from the OWNER.

- k) PMC shall prepare the bid document comprising of Technical & Commercial Sections inter-alia including the NIT/ IFB, ITB, GCC, SCC, Scope of Work, Technical Specifications, List of approved makes, Forms & Procedures for floating open tender for implementation of Nano Urea Project on LSTK basis. Reference for Commercial & Technical tender documents shall be provided by HURL.
- l) PMC shall Finalize various finishes, approved makes and material of construction in discussion with the OWNER and LICENSOR.
- m) Preparation of lists of mandatory spares for two years trouble free operation of plant and same shall be part of tenders under scope of supply by LSTK CONTRACTOR.
- n) Furnishing clarifications to the queries of bidders, if any, on the ITB Document.
- o) Evaluation of the Un-Priced Techno-Commercial Part of the received bids, (including obtaining clarifications from bidders, if required) and submission of Techno-Commercial Bid Evaluation Statement / Recommendation to HURL for necessary approval.
- p) Evaluation of Priced Bids of the techno-commercially qualified bidders.
- q) Submission of recommendations to HURL for placement of Order on recommended agency
- r) Along with PMC's recommendation in (a) Techno-Commercial evaluation report and (b) Price Bid evaluation report of any package, PMC will also furnish a certificate stating that PMC has carried out the selection of Contractor for that package by exercising its own due diligence and fully complying with all applicable laws, rules, regulations and guidelines of Government of India issued from time to time, as well as CVC's procurement policies and established procedures.
- s) Apart from the above, reasonability and justification of recommended price for award shall also be certified by PMC.
- t) After approval of HURL, PMC shall prepare the Draft Contract for signing with the selected CONTRACTOR. The Draft Contract so prepared shall be submitted to HURL for their review and comments. The Final Contract will be compiled and submitted by PMC after suitably incorporating the comments / observations, received in writing, from HURL.

1.3. Post-Award PMC Services for LSTK PACKAGE

These services shall be related to Post-Award PMC services in respect of LSTK PACKAGE, which shall inter-alia include but not limited to the following:

1.3.1 Project Management including Scheduling & Monitoring

The following Project Management activities are envisaged to be carried out by PMC during various stages of implementation of Nano Urea Plant covered under LSTK CONTRACT:

- (i) To review Project implementation procedure & activity schedule for installation of Nano Urea Plant by LSTK CONTRACTOR.
- (ii) To review the documents prepared by LSTK CONTRACTOR including:
 - Work Breakdown Structure incorporating:
 - Engineering (Basic & Detail Engineering including software models generated for analysis and designs, if any)
 - Procurement related documents
 - Quality Assurance Schedule (Inspection & Expediting)
 - Delivery Schedules
 - Construction & Erection Philosophy and Procedures
 - Pre-Commissioning, Commissioning and Guarantee Test Run Procedures
 - PROJECT Network Diagrams
 - PROJECT Activity List, Milestones incorporating the Early Start, Early Finish, Late Start & Late Finish Dates, Total Float, Free Float against each activity
 - PROJECT Overall Progress Schedule: Monthly Breakups, and Cumulative Breakups
 - PROJECT Financial Schedule in accordance with the envisaged / actual dates of delivery / construction
 - Organogram of LSTK for PROJECT Office & Construction SITE Office for adequacy
 - Manpower Deployment Schedule (Month wise) of LSTK CONTRACTOR for adequacy
 - PROJECT Communication / Coordination Plan
 - Inspection Schedule and Plan
 - Fortnightly / Monthly Reports of LSTK CONTRACTOR
 - Review/Approval methodology of Engineering, Procurement and Construction documents
- (iii) To participate in association with HURL's REPRESENTATIVE in weekly/ fortnightly / monthly meetings with LSTK CONTRACTOR.

- (iv) To monitor progress of the PROJECT and submit periodic status reports to HURL, highlighting slippages, if any, caused by the LSTK CONTRACTOR or any agency of LSTK CONTRACTOR hindering efficient execution of the PROJECT.
- (v) Certification of all invoices of LSTK CONTRACTOR.
- (vi) PMC shall Monitor and Control the Project, in-line with the LSTK CONTRACT. PMC shall provide suitable recommendations to HURL for time extension to LSTK Contractor, if required. PMC shall also perform the delay analysis.
- (vii) Closure of Contract, in-line with the approved procedure of HURL

Detailed Progress Monitoring Methodology shall be mutually agreed between PMC and HURL.

1.3.2 Engineering Management

PMC shall be the lead coordinator between LSTK CONTRACTOR, LICENSOR and OWNER.

Detail Design Engineering activities of the PROJECT, will start immediately upon the appointment of the LSTK CONTRACTOR.

The progress of engineering activities in co-ordination of LSTK CONTRACTOR and LICENSOR will be monitored by **PMC**. Process and other discipline engineers may visit the respective LICENSOR's / LSTK CONTRACTOR'S offices periodically during review/approval of the relevant documents / drawings and monitor the activities (However, all such visits shall be undertaken only with prior approval of HURL)

The detailed scope of engineering management shall be in line with standard project management techniques which shall broadly include, but not limited to the following:

Review and Approval of Engineering Documents

The work that will be performed by the PROJECT team at PMC's Home Office/Head Office during this phase, shall broadly include:

- Review of Design basis
- Review of following preliminary Engineering documents may be undertaken by PMC:
 - Process Flow Diagrams (PFDs) with mass & energy balance
 - Raw material & Utility balance diagram
 - Plot Plans
 - Piping and Instrumentation Diagrams
 - EQUIPMENT data sheets and drawings

- Single Line Diagram and Electrical load list
 - Process Control philosophy
 - Fire Protection system, UPS and emergency power requirement
 - Spares' philosophy in line with the finalized philosophy with HURL
 - Civil, Architecture, Structure, Electrical, Mechanical piping, Fire protection systems, interior Designs etc. under scope of LSTK Contractor.
 - Other, if any under the scope of LSTK Contractor
- Review of Detail Engineering Documents prepared / furnished by LSTK CONTRACTOR shall be undertaken with a view to assure compliance to approved specifications, specified codes and standards and good engineering practices. The detailed engineering documents / drawings will be reviewed based on the codes and standards specified in the LSTK CONTRACT with HURL.
- The detail engineering document(s) / drawing(s) to be reviewed shall include Process, Mechanical (Machinery, Piping, Pressure vessels), Electrical, Instrumentation & Civil related documents broadly covering the following:
- Detailed P&ID
 - Technical Specifications, data sheets of all EQUIPMENT and machinery
 - EQUIPMENT Layout drawings
 - Piping Layout drawings
 - Quality control procedure and plan for piping system
 - Piping Material Specification / Valve Material Specification
 - 3-D Model Review
 - GA Drawings
 - EQUIPMENT mechanical design - Load data, platforms, ladders, davits and hoists, internals, nozzle orientations, welding details, etc
 - Flexibility Analysis of critical piping
 - Thermal design of EQUIPMENT such as heaters, exchangers, if applicable
 - Rotating EQUIPMENT and auxiliaries – Relevant drawings like Characteristic curves
 - Extent of Fireproofing and Firefighting system
 - Insulation and painting specifications and schedule
 - VENDOR documents and drawings
 - Single Line Diagrams

- Final Electrical Load List
- Final data sheets for transformers, switch-gears, MCCs, important HV motors, Battery, Battery Charger, UPS, DG Set.
- Layout drawings for cable rack, trench, lighting, earthing, lightning protection, switchgear, substation cable.
- Cathodic protection system
- Cable Schedules
- Alarm and interlock system details
- Plant Communications system & CCTV
- Layout of Process Control Room / DCS Configurations
- Detail design drawings for structural items
- Foundation design criteria
- Specifications and drawings of buildings
- Site preparation drawings & site report
- Roads, paving, area drainage, etc.
- Design Criteria for Plant Structures, Buildings & Foundations and Standard drawings.
- Drawings for Structures, RCC works/ foundations.
- Operating manual
- Instrument Specification of field Instrument.
- Analyzer Specifications
- DCS/ESD Specification
- Instrumentation drawings.

Notes:

- i. The documents mentioned above will be covered under various categories viz.
 - i) For Approval ii) For Review & iii) For Information, depending on the criticality of documents, which shall be discussed & finalized during Kick-off meeting with LSTK CONTRACTOR, based on **PMC's** experience on previous projects for similar services.
- ii. **PMC** shall depute its concerned representative for participation in HAZOP study.

1.3.3 Procurement Management

The objective of PMC Services during Procurement will be to assure that EQUIPMENT and materials procured by the LSTK CONTRACTOR are as per the approved specifications to meet the PROJECT requirements and that they are delivered in a timely manner.

LSTK CONTRACTOR shall follow the VENDOR list for various critical & noncritical EQUIPMENT and any deviation shall be subject to **PMC** / HURL approval, as per procedure laid down in the LSTK ITB. Procedure shall be prepared by PMC in consultation with HURL.

PMC shall monitor the procurement activities of LSTK CONTRACTOR to meet the specifications and to ensure timely delivery to meet overall PROJECT objectives and schedule.

Major activities to be undertaken by PMC from Home Office/Head Office during procurement phase will include following:

Review of:

- List of VENDORS / subcontractors submitted by LSTK CONTRACTOR prior to approval of said list by HURL.
- Procurement and coordination procedures of LSTK CONTRACTOR.
- Procurement policies, plans, procedures and forms
- Purchasing schedules
- Vendor selection procedure of LSTK CONTRACTOR
- Technical purchase specifications
- PURCHASE ORDERS of key EQUIPMENT to check for inclusion of various aspects viz. description of goods, applicable engineering specifications, complete and approved drawings/ documents / data sheets, vendor data requirements, inspection and test, marking/ tagging requirements, requirements for spare parts identification and supply list, vendor start up service requirements, Scheduled delivery dates etc.
- Manufacturing and delivery schedules
- Coordination plan
- Inspection and expediting plans and schedules, expediting reports
- Quality assurance reports
- Material movement and handling procedures

Note: The documents mentioned above will be covered under various categories viz. i) For Approval ii) For Review & iii) For Information, depending on the criticality of documents, which shall be discussed & finalized during Kick-off meeting with LSTK CONTRACTOR, based on **PMC's** experience on previous projects for similar services.

1.3.4 Inspection and Expediting Services

LSTK CONTRACTOR shall appoint a Third-Party Inspection Agency for Inspection and Expediting. However, **PMC** shall render Inspection Services (periodic/ stage wise) on case-to-case basis for EQUIPMENT, machinery, materials sourced from various VENDORS to ensure that such items conform to the requirement of PURCHASE ORDER with good design, engineering & fabricating practice and for Expediting of the supply of EQUIPMENT, machinery & materials. Such inspections shall be carried out with prior approval of the OWNER.

1.3.5 Construction Management

- PMC shall undertake overall monitoring of LSTK CONTRACTOR construction & erection activities to meet the overall PROJECT objective. PMC shall review and monitor LSTK CONTRACTOR's adherence to the approved plans and procedures, and take the necessary actions in providing information to HURL for directing the LSTK CONTRACTOR when deviations are noted. PMC shall deploy adequate manpower at project site for construction management.
 - Deployment of Team Leader (RCM), Civil Engineers, Mechanical Engineers, Electrical Engineers, Planning Engineer and Safety & Quality Supervisors for monitoring and expediting of construction activities. Minimum qualification of Supervisory personnel shall be a Graduate Engineer and / Or Diploma engineers with minimum 5 years and 7 Years of relevant experience respectively.
- The scope of construction management by PMC shall broadly comprise the following activities:
 - PROJECT management and control
 - Review of drawings / documents, installation details of all CRITICAL EQUIPMENT.
 - Review and monitoring of LSTK CONTRACTOR's construction activities with respect to approved schedule, drawings, Quality Plans and safety procedures.
 - Progress reporting, generate "alert" and action plan for overcoming slippage in schedule, if any.

- Management and Supervision of Construction at SITE including Safety Management.
 - Maintaining a Hindrance Register
 - PMC shall record measurement of Civil, Mechanical, Electrical, Instrumentation and other construction/erection Work in measurement sheets periodically. These measurements shall be carried out jointly by the representatives of PMC and CONTRACTOR. The measurements so recorded shall form the basis of preparation of running and final bills of CONTRACTORS. PMC shall check and recommend the bills of CONTRACTORS for payment on submission of bills. Deputation of required number of PMC personnel will be mutually agreed.
 - PMC shall prepare a SITE manpower deployment chart, which will be finalized in consultation with HURL and PMC shall deploy its manpower accordingly.
 - PMC shall devise a system for incorporating change orders for Civil and Erection Work arising out of change in specification, nature of Work and/or increase in Scope of Work etc. Change of Work in WORK ORDER shall be carried out after obtaining necessary approval from HURL.
- PMC shall review and monitor LSTK CONTRACTOR's adherence to the approved plans and procedures, and take the necessary actions in providing information to HURL for directing the LSTK CONTRACTOR when deviations are noted.
- PMC shall review/monitor various Construction and Erection activities of LSTK CONTRACTOR such as:
- Resource planning, construction plans / Schedules.
 - Proposed key management personnel.
 - Planning and scheduling of LSTK CONTRACTOR's work and providing the necessary directives to address the identified schedule concerns.
 - Adequacy of manpower and construction resources (equipment, cranes, tools, scaffolding, lighting, etc.) to be deployed by LSTK CONTRACTOR for the execution of the work.
 - Quality of work for adherence to good engineering and construction standards and practices for identification of non-conforming work / inadequacies.
 - Verify for acceptability of inspections and tests carried out / arranged by LSTK CONTRACTOR through relevant test certificates / records.
 - Field design changes carried out at SITE by LSTK CONTRACTOR to ensure compliance with PROJECT requirements.
 - Additional work or modifications, if any, are performed according to the approved Change Order.

- Assistance for close-out of construction work.
 - Conductance of PROJECT Review Meeting with LSTK CONTRACTOR
- PMC will review/monitor following activities of LSTK CONTRACTOR pertaining to MECHANICAL COMPLETION:
- To monitor that each part of the PROJECT has been mechanically erected and that various systems inspection and testing have been carried out satisfactorily according to the approved procedures.
 - To identify uncompleted work and un-rectified deviations from PROJECT requirement so that such work could be performed before MECHANICAL COMPLETION is achieved.
 - Preparation of check lists and their liquidation at various stages like erection, MECHANICAL COMPLETION and commissioning.
 - Based on the above, PMC will recommend to issue necessary certificate of MECHANICAL COMPLETION, in consultation with the OWNER.

1.3.6 Pre- Commissioning, Commissioning and Start-Up Phase

To provide technical assistance to HURL and coordinate with LSTK CONTRACTOR and LICENSOR for safe pre-commissioning & commissioning of the plant.

The objective of PMC Services for this phase shall be to assure that the Commissioning and Performance Tests are successfully completed by LSTK CONTRACTOR in accordance with approved schedules, procedures and as per Contract terms and conditions.

PMC's role will generally include following:

- Review of procedures, plans and schedules of LSTK CONTRACTOR for start-up, pre-commissioning, commissioning & performance test, in consultation with the LICENSOR. PMC shall coordinate with LSTK CONTRACTOR and LICENSOR.
- To Monitor LSTK CONTRACTOR'S pre-commissioning work
- Review adequacy of manpower and other resources deployed by LSTK CONTRACTOR.
- Monitor and supervise various commissioning and start-up activities of the PROJECT
- Keep HURL informed of the progress and status of the commissioning & start-up work.
- Review preparatory work carried out by LSTK CONTRACTOR for commissioning vis-à-vis the procedure & schedule of the startup, commissioning and Guarantee Test Plan as mentioned in the LSTK CONTRACT with HURL.

- Review schedules, procedures, and Performance Tests to be undertaken by LSTK CONTRACTOR for commissioning so that procedures and proposed tests include various activities to be completed for commissioning.
- To monitor recording and maintenance of daily commissioning log sheets and preparation of weekly progress reports by LSTK CONTRACTOR.
- Commissioning activities shall include the following:
 - 1) Start of production of FCO compliant Nano Urea and stepping up production to 100% capacity
 - 2) Bottling of Nano Urea to 100% capacity

PMC will depute its commissioning engineer to oversee the various commissioning activities to be carried out by the LSTK CONTRACTOR.

1.3.7 Performance Guarantee Test Run (PGTR)

The Guarantee Test Run will be conducted by LSTK CONTRACTOR in the presence of LICENSOR, PMC and HURL. PMC shall assist in the Performance Guarantee test runs.

CONSULTANT shall be responsible for coordinating with the LSTK Contractor for ensuring performance guarantee test run of all machines / equipment / System under their scope as per design. Design shall be finalized in consultation with Owner and Licensor. Guarantee parameters shall be in line with the parameters mentioned in the Licensee agreement. Performance Guarantee Test Run for a specific period will be mutually decided between OWNER, LICENSOR and CONSULTANT.

The Guarantee Test Run Report prepared by LSTK CONTRACTOR shall be reviewed by PMC and PMC shall recommend the same to HURL for acceptance. Successful completion of Performance Guarantee test run shall rest with Licensor and LSTK Contractor.

1.3.8 Overall Project Management

1.3.8.1 PMC, being the CONSULTANT, with single point responsibility of Project Management Consultancy as per the Scope of Work for this PROJECT shall carry out the following:

- Preparation of overall WBS, Network Diagram, Bar Chart and Project Master Schedule (in MS Project/Primavera), Master Drawing List (MDL) incorporating Pre Project-Activities and LSTK Package Activities
- Updating and submitting the schedule on monthly basis.

- Preparing S-Curve of the PROJECT (Scheduled vs Actual), updating on monthly basis
- Detailed Schedule for Engineering, Procurement and Construction in the form of Document Control Index (DCI), Material Control Index (MCI) and Construction Control Index (CCI), and related Progress curves.
- Look Ahead Schedule
- Suggested Catch Up Plan, if required.
- Fortnightly Progress Reports covering highlights of the Detailed Status, Progress Statistics, S-Curves, DCI and MCI of the PROJECT. Report should flag the items requiring urgent attention from HURL.
- Monitoring progress of various statutory approvals to be taken by HURL and indicating the slippages, if any, highlighting impact on the overall progress of the PROJECT.
- Detailed Progress Monitoring Methodology shall be mutually agreed between PMC and HURL.
- An overall 3-D Model preparation and review of the entire PROJECT.
- Any other activity in the capacity of PROJECT MANAGEMENT CONSULTANT that is not explicitly mentioned in the CONTRACT but required for successful completion of the PROJECT.
- Review and approval of all price break-up for purpose of on account payment as specified in terms and procedure of payment in CONTRACT for LSTK PACKAGE.
- Review of VENDOR's / CONTRACTOR's request for payment and recommend payment via a payment advice note / payment certification after reviewing all the necessary documents (PMC shall be responsible for measurement, checking and certification of Works performed by Contractors under LSTK PACKAGE).
- Review of payments towards taxes & duties as per provisions of the Contract and recommend the amount of payment in this regard to HURL.
- Review of Contractor's request for Essentiality certificates, any other certificate regarding duty exemption, if applicable. PMC shall review and coordinate with HURL for the same.
- Review of Contractor's letters/communication for Claims, Time Extension, Disputes and any other matter related to PROJECT execution. PMC shall review and respond to such communications in consultation with HURL.
- Review LSTK CONTRACTOR's non-technical / administrative functions such as storekeeping, material management, site security, housekeeping, maintenance, etc.
- All transmission of documents / drawings between PMC Project Manager and HURL will be through Electronic Document Management System (EDMS) for which access shall be provided to HURL. For LSTK PACKAGE Part, the Document Management System of LSTK CONTRACTOR shall be followed.

- Preparation of Final plant operating manual(s) based on the Basic operating manual provided by the LSTK CONTRACTOR and in line with the operating philosophy recommended by the LICENSOR

1.3.8.2 HURL reserves the right to request PMC for replacement of PMC Personnel working on this PROJECT, if not found suitable by the Engineer-in-Charge of HURL. PMC, in all such cases, will replace the person within a reasonable time up to a maximum of 30 days.

1.3.8.3 On completion of the PROJECT, PMC shall hand over / arrange hand over of all as-built drawings and operation / maintenance manuals related to the PROJECT to HURL

1.3.8.4 In the event that there is any EQUIPMENT or WORK of the type provided for which is not specifically mentioned in the specifications or drawings but which is mutually agreed to be necessary (even though not mentioned in this NIT or PMC'S offer) for normal, safe, and continuous operation of NANO UREA PROJECT, PMC shall include such equipment in the design and perform such items of work also free of cost to OWNER as if the same had been originally included in the offer.

1.3.8.5 PMC shall exercise all skill, care and diligence in the discharge of the services agreed to be performed by him, under the CONTRACT.

1.3.8.6 PMC shall execute the "Work" provided for and entrusted to him as per the WORK ORDER and/or CONTRACT in a thorough and workmanlike manner and with the best resources available with him in a professional manner in accordance with the plans, specification, terms and conditions contained herein or annexed hereto or contained in or annexed to the CONTRACT and the PMC warrants about the workmanship of the work executed by him and of the soundness of the documentation etc. as required of him under the CONTRACT.

1.3.8.7 Keeping a record of progress of the project.

1.3.8.8 Interface Management including Management of Archives (Proper Documentation, listing, indexing and updation of all documents / drawings under the PROJECT)

1.3.8.9 PMC shall arrange to provide Executive Summary of Progress reports for top Management

1.4. Coordination with Licensor

PMC shall coordinate with the Licensor for process related inputs required for the Engineering, Procurement, Construction, Commissioning and Performance Guarantee Test of the Project.

2. OWNER'S OBLIGATIONS

HURL shall provide the following to **PMC/ PMC** personnel free of cost, unless otherwise specified and also undertake the following obligations:

- 2.1 HURL shall nominate an Engineer-in-charge (EIC) / Coordinator, who shall be single point contact person from their side for all communications & overall coordination of all Work to be carried out by all Parties for the PROJECT.
- 2.2 HURL shall notify other CONTRACTORS / agencies involved in the PROJECT regarding appointment of PMC as CONSULTANT for this PROJECT.
- 2.3 HURL shall make timely payments to PMC, as per agreed terms & conditions.
- 2.4 Cost of publishing ITB on CPP Portal and press advertisement shall be borne by HURL at actual.
- 2.5 HURL shall obtain necessary approvals relevant to PROJECT from Financing Institutions, IBR, Explosives Inspector, Factory Inspector etc. PMC shall provide necessary technical assistance from its Home Office by way of furnishing technical information (within the scope of PMC) to HURL for submission to Statutory Authorities. All applicable statutory fee/charges to be paid for obtaining Approvals from Govt. / Statutory Authorities shall be borne by HURL.
- 2.6 HURL shall provide access to SITE for PMC personnel visiting the SITE.
- 2.7 HURL shall provide space in their project office to PMC. The space shall also include furniture, intercom, internet connection as per requirement. Printer, Plotter, Stationary and other items required to function the office shall be arranged by PMC at its own cost.

3. PMC FEES

For due and faithful performance of PMC obligations under AGREEMENT, HURL shall pay to PMC the fees for the WORK for the PROJECT.

For the purpose of payments only, the fees are classified and specified in this under the following headlines:

3.1 Engineering & Procurement Management (Lump Sum)

A lump-sum fee shall be payable for delivering the all the scope of work as per NIT (excluding *Construction Management, Pre- Commissioning & Commissioning and Performance Guarantee Test Run and Inspection & Expediting services*). This fee is fixed and not subjected to escalation. All the required visits to site / HURL and LICENSOR offices in connection with the services required under this head shall be covered in lump-sum fee.

3.2 Construction Management, Pre-Commissioning & Commissioning and Performance Guarantee Test Run

PMC shall be responsible for the Supervision of Construction, Erection, Pre-Commissioning, commissioning and Performance Guarantee Test run in connection with this WORK and shall depute experienced personnel for such work in accordance with the conditions of deputation of PMC personnel hereto and shall be paid as per rate quoted per Man-Month. Estimated Man Months towards this is 60 (Sixty), however, payment shall be made based on the actual number of Man Months deployed, but shall not exceed 60 (sixty) man-months.

Man-day rate shall be calculated as (Man-month rate/25). This shall be used whenever payments are to be released for the part of the month.

The standard working time of PMC's personnel shall be 8 hours a day. Timing shall be as applicable at the Project Site for HURL Personnel.

PMC's personnel shall be entitled to paid holidays, festival leaves and weekly off days as applicable to HURL personnel.

The duration of services of PMC's personnel at SITE for computing the man-days/Man-month shall be reckoned from the date of joining at SITE to the date of departure from SITE.

Site supervision charges shall be inclusive of all the direct/indirect expenses that PMC wants to bill in all considerations towards Site Supervision services provided to the

OWNER. All the expenses on account of out-of-pocket expenses including but not limited to travel, boarding, lodging, Shift allowance etc. of PMC's personnel for the site supervision charges are deemed to be included in the Site Supervision charges. There shall be no cost whatsoever to OWNER other than the Site Supervision charges.

Depending on the site requirement, subject to availability and for limited period, OWNER may provide lodging and boarding facilities at HURL's Guest House, to the engineers of PMC deputed for site supervision services on chargeable basis at the prevalent rates, if available and requested by the PMC.

OWNER shall be at liberty to object to any nomination and can advise CONSULTANT to remove their Supervisory Manpower for good causes by giving a notice of 1 month. CONSULTANT shall replace such person by competent substitute at no extra cost to OWNER.

3.3 Inspection & Expediting Services

For rendering inspection and expediting services for indigenous supplies (supply of Indian origin), PMC shall be paid on man day basis as per man day rates quoted. Estimated Man days towards this, is 100 (One Hundred) Man-days only, however, payment shall be made based on the actual number of Man-days deployed, but shall not exceed 100 (One Hundred) man-days.

All the expenses on account of travel and out-of-pocket expenses including but not limited to boarding, lodging, etc. of PMC's personnel for the inspection service are deemed to be included in the inspection service charges. There shall be no cost whatsoever to OWNER other than the inspection service charges.

3.4 No additional cost, over and above the fees indicated in the price schedule/BOQ shall be payable subject to the Scope of Work indicated above.

4. TERMS OF PAYMENT

Fee for PMC Services as mentioned in Clause – 3 above shall be paid to PMC by OWNER in following manner:

4.1 Engineering & Procurement Management

The fee quoted at clause 3.1 above shall be paid in the following stages:

SN	Stages of Payment	% of Total Lump Sum Fees
1	Approval of Master Layout of the Nano Urea Project Complex	5%
2	Finalising the Project Philosophy in line with discussion with Licensor and HURL (submission of Detailed Philosophy Report)	5%
3	On submission of Estimate for the LSTK Package	5%
4	On submission of Draft NIT document including Specifications for LSTK Package	10%
5	On finalization of Tender documents for LSTK Package tendering	5%
6	On submission of Recommendation letter for award of LSTK Package	5%
7	On award of LSTK Package	5%
8	Approval of detailed Design philosophy adopted by LSTK Contractor	5%
9	Approval of Good for Construction (GFC) Civil drawings for the Nano Urea Plant as per MDL	10%
10	Approval of GA Drawings of Process Equipments as per MDL	10%
11	Approval of Infrastructure drawings for construction as per MDL	5%
12	Review and approval of Mechanical utilities, piping, fire protection and HVAC drawings for construction as per MDL	10%
13	On Mechanical Completion	10%
14	On Successful Completion of PGTR	5%
15	Provisional Acceptance by HURL	3%
16	Final Acceptance by HURL	2%

4.2 Construction Management, Pre-Commissioning & Commissioning and Performance Guarantee Test Run

- a.** 95% payment shall be made by OWNER against monthly invoices for actual manpower deployed in the preceding month as per the man month rate quoted for clause 3.2 above.
- b.** Balance 5 % of the fee shall be paid within 30 (thirty) DAYS after PROVISIONAL ACCEPTANCE.

4.3 For Inspection and Expediting Services

- a.** 95% payment shall be made by OWNER against monthly invoices for actual manpower deployed in the preceding month as per the man month rate quoted for clause 3.3 above.
- b.** Balance 5 % of the fee shall be paid within 30 (thirty) DAYS after PROVISIONAL ACCEPTANCE.

OWNER shall pay for the services rendered as per stipulation in the tender through E-Banking or through account payee cheques drawn in favour of CONSULTANT within 30 days of receipt of invoices by OWNER along with all supporting documents. All Bank charges of consultant's Bankers shall be to the consultant's account.

Note: No Payment shall be processed without receipt of Security Deposit cum Performance Bank Guarantee.

5. **EFFECTIVE DATE OF CONTRACT & COMPLETION SCHEDULE**

5.1 The **EFFECTIVE DATE OF CONTRACT** shall be date of issuance of LOI/LOA or PO or Work Order or Contract Agreement, whichever is earlier.

5.2 **COMPLETION SCHEDULE** of the Project shall be 16 (Sixteen) months from Effective Date of Contract. PMC shall submit activity-wise time schedule in the form of bar chart along-with its offer. Timely finalization of LSTK Package of the Project in close coordination of LICENSOR and OWNER shall be necessary for scheduled completion of Project.

SN	Milestone	Timeline
1	Mechanical Completion	12 Months from the Effective Date of Contract
2	Provisional Acceptance Date	16 Months from the Effective Date of Contract

5.2.1 Delivery/ Completion Schedule shall be correspondingly extended in the event of delay occurring due to reasons not attributable to PMC, which inter alia include the following:

- a) Delays in APPROVAL/ clearance of drawings/ documents, procurement clearance by HURL beyond 15 (fifteen) working DAYS from date of submission. However, APPROVAL of any drawing/document by HURL shall not relieve PMC of its obligations.
- b) Delay in obtaining Environmental Clearance or other statutory clearances

5.2.2 **Time Extension:** If the CONSULTANT requires any extension of time for completing the Work under the CONTRACT, he must apply to the OWNER within seven days from the date of the occurrence of the event on account of which he desires such extensions and the OWNER may, if he thinks such request reasonable, grant such extension of time as he may think necessary. The extension so considered shall be without prejudice to the levy of liquidated damages as per Clause No. 6.1 (Guarantee against Project Time Schedule)

6. GUARANTEES & LIABILITIES

PMC assumes overall single point responsibility as a consultant for execution of the Nano Urea PROJECT and provides the following guarantees:

6.1 Guarantee against Project Time Schedule

- 6.1.1 PMC guarantees that services shall be rendered with all diligence & care in the most expeditious manner and shall be free from defects and fit for respective uses & purposes intended.
- 6.1.2 PMC shall guarantee that the Consultancy Services covered under this Contract shall be performed in such a way so as to enable HURL achieve the following:
 - (a) MECHANICAL COMPLETION - 12 Months from Effective date of Contract
 - (b) PROVISIONAL ACCEPTANCE – 16 Months from Effective date of Contract
- 6.1.3 In case of delay in MECHANICAL COMPLETION of project for reasons solely attributable to PMC, PMC shall pay Mutually Agreed damages to OWNER at the rate of 1% of total CONTRACT VALUE per week (seven days) of delay solely attributable to the PMC or part thereof until MECHANICAL COMPLETION is achieved subject to cap of 10% of the total CONTRACT VALUE.
- 6.1.4 In case of delay in PROVISIONAL ACCEPTANCE of project for reasons solely attributable to CONSULTANT, CONSULTANT shall pay Mutually Agreed damages to OWNER at the rate of 1% of the total contract value per week (seven days) of delay solely attributable to the Consultant or part thereof until PROVISIONAL ACCEPTANCE of the project is achieved subject to cap of 10% of the total CONTRACT VALUE.
- 6.1.5 The maximum liability towards MAD under this CONTRACT will be limited to 10 % of the total CONTRACT VALUE.

6.2 Workmanship Guarantee

- 6.2.1 **PMC** warrants that all professional personnel of **PMC** and its sub-contractors, if any, shall have proper qualifications for the WORK assigned to them hereunder. The CVs of the experts who would be engaged by **PMC** during the PROJECT implementation phase shall necessarily to be approved by HURL before their deployment. However, such approval shall not absolve **PMC** from Workmanship Guarantee mentioned in this AGREEMENT.
- 6.2.2 **PMC** guarantees that the Consultancy Services including Engineering, Project Management, Engineering Review, Inspection, Expediting, Construction Supervision and Commissioning services, as applicable for the various facilities covered under this

PROJECT as detailed out in Clause 1 above shall be in accordance with sound & established engineering practices using applicable Indian/ International standards and codes.

- 6.2.3 The said guarantee will be valid for a period of 12 months from the PROVISIONAL ACCEPTANCE DATE of the PROJECT.
- 6.2.4 CONSULTANT shall prepare and be responsible for the design and engineering documentation of Nano Urea Project in accordance with the CONTRACT. In the event of any errors in PMC's design or engineering or specifications of EQUIPMENT requiring correction for which OWNER gives written notice within 15 (fifteen) DAYS after discovery thereof and prior to the expiration of a 12 (Twelve) Months period commencing with the date of the PROVISIONAL ACCEPTANCE DATE, PMC shall perform or cause to be performed such additional design and re-engineering as may be necessary to correct such error and prepare for OWNER, PURCHASE ORDER for any additional materials or EQUIPMENT required and called for by such additional design and re-engineering for which PMC is responsible. The cost and expense of such additional design, engineering shall be borne by PMC. In case PMC has to modify or prepare further documentation, the validity of the guarantees in connection there with, shall be at the discretion of the OWNER. PMC shall also provide all other services related to WORK that may be required in connection with the aforesaid additional design and re-engineering without additional cost to OWNER.

6.3 VENDOR's Guarantees

- 6.3.1 PMC shall use its best efforts to obtain for the benefit of HURL from Vendor's guarantees to replace or repair any of the EQUIPMENT which are found to be defective under normal operating condition within 12 (twelve) months from the date of feed in of raw materials in the PROJECT or within 48 (forty-eight) months from the date of delivery FOB port of export, or in case of Indian supply FOR/FOT, whichever shall expire first. As regards maximum noise level guarantees, PMC and OWNER shall ensure that VENDORS give guarantees to OWNER as stipulated in the Design Basis. VENDORS shall be obliged to make all necessary modifications at no cost to OWNER to meet such guarantees in the event noise level guarantees are not met during guarantee test run.
- 6.3.2 In case a defect in EQUIPMENT is due to an error in specifications prepared by PMC, PMC shall undertake such steps to re-engineer at its own cost. In the event that as a result of faulty EQUIPMENT installed in NANO UREA PROJECT due to PMC's faulty specifications, NANO UREA PROJECT does not, during the one-year period after PROVISIONAL ACCEPTANCE DATE, operate within the ranges specified in this tender to be

demonstrated by a guarantee test conducted by OWNER in accordance with the provisions of the contract, PMC will have responsibility for carrying out re-engineering at its own cost.

- 6.3.3 **PMC** agrees to fully cooperate and assist HURL to enforce such guarantees against such VENDORS excluding litigation.

7. ACCEPTANCE OF PMC'S WORK

PMC's Liability for its GUARANTEES, as provided in clause-6 above, shall terminate and WORK shall be accepted when following conditions are fulfilled: -

- a) Performance Guarantee Test Run of PROJECT has been successfully carried out; or

HURL notifies PMC in writing that HURL does not require the Guarantees to be proved by the carrying out of a Performance Test;
- b) The MAD as set out in Clause no 6.1 above, if any, has been paid to HURL;
- c) Closure of Contracts for LSTK PACKAGE has been achieved.
- d) Defects liability Period of 12 months from the date of Provisional acceptance inter-alia including Workmanship Guarantee (Clause 6.2) & Vendor Guarantee (Clause 6.3)

7.1 Upon **PMC** discharging liabilities as provided above (a) & (b), **PMC** shall send to HURL a Certificate of PROVISIONAL ACCEPTANCE of PROJECT for APPROVAL. HURL shall within 30 (Thirty) DAYS from the date of receipt of above Certificate either convey APPROVAL or reasons for non-acceptance of such Certificate. If within the above period of 30 (Thirty) DAYS, HURL does not communicate objection for not accepting such Certificate then the same shall be deemed to have been accepted.

7.2 Further, upon **PMC** discharging liabilities as provided above (a) to (d)

7.2.1 **PMC** shall send to HURL a Certificate of FINAL ACCEPTANCE of PROJECT for APPROVAL. HURL shall within 30 (Thirty) DAYS from the date of receipt of above Certificate either convey APPROVAL or reasons for non-acceptance of such Certificate. If within the above period of 30 (Thirty) DAYS, HURL does not communicate objection for not accepting such Certificate then the same shall be deemed to have been accepted.

7.2.2 HURL shall issue a Certificate of Completion of **PMC's** Work in connection with this AGREEMENT to **PMC** within 30 (Thirty) DAYS from the discharge of the liability last discharged.

8. NOTICES & ADDRESSES AND ENGINEERING-IN-CHARGE

It may be noted that after award of work, contract will be operated from HURL, Gorakhpur Unit.

Unless another form of notice is specified for a specific purpose under the CONTRACT, any notice or order required or permitted under this CONTRACT shall be in writing and shall be given either personally or by post or E-mail.

All correspondence with respect to HURL shall be given at the following address:

Vice President (Maintenance)

Hindustan Urvarak & Rasayan Limited

Admin Building, HURL HURL-Fertilizer Plant

Gorakhpur- 273007 (U.P.)

Ph: 0551-2261177 / +91 - 7976376404

E- mail: - akhilendrasingh@hurl.net.in

Detail communication matrix shall be finalized by both parties in the Kick- off meeting

9. COORDINATION PROCEDURE

This shall be discussed between HURL and Project Management Consultant (PMC) during the kick off meeting.

1.0 Scope

- 1.1 The Coordination procedure outlines the procedures to be followed between OWNER, and PMC in carrying out their responsibilities and obligations. The Coordination Procedure provides the basis for development of detailed procedures for correspondence, specifications, and engineering data, reporting of progress of work and financial cost, meetings, approvals, changes in scope and other matters for performance of WORK.
- 1.2 PMC shall mark copies of correspondence to OWNER as per this procedure.
- 1.3 This Procedure may be revised and updated to suit the ongoing needs of the project as mutually agreed

2.0 Project Organizations of Owner and PMC

- 2.1 The organization charts, job descriptions, manpower deployment charts of OWNERS, and PMC project organization chart shall be discussed and finalized mutually.

3.0 Progress Reporting

- 3.1 In order to keep OWNER properly informed about the progress in various phases of WORK, difficulties being encountered and the method for solving these problems and for effective coordination and monitoring of progress of WORK, PMC shall submit the following reports:

SN	Report	Frequency
a	Progress Report	Fortnightly
b	Document Status Report	Fortnightly
c	Enquiry Status Report of LSTK Contract	Fortnightly
d	Purchase Order Report	Fortnightly
e	Expediting Report	Fortnightly
f	Construction Report	Fortnightly
g	Cost Estimate	With enquiry of LSTK Contract
Format for the above reports shall be mutually agreed.		

3.2 **Overall Progress Report** – PMC shall submit an overall progress report on monthly basis in the agreed format. Monthly reports shall be issued indicating the progress accomplished and the cumulative progress in various sections/areas of the PROJECT. The report shall cover all aspects stipulated, but not limited to, the items/activities listed below:

- a) Updated Master Schedule
- b) Status of milestones from master schedule, indicating scheduled, actual and forecasted completion dates
- c) Analysis of areas of concern affecting project schedule with suggested remedial actions
- d) Need list from OWNER and PMC
- e) Rolling plan for next month
- f) Manpower deployed by PMC for the PROJECT at SITE and information on manpower deployed by LSTK CONTRACTOR at SITE.

Copy of overall progress report or part thereof to be mutually agreed shall be submitted in hard as well as in soft copy by the PMC.

3.3 **Expediting Reports:** PMC shall submit expediting reports in the agreed format after award of LSTK Contract. Format shall be decided mutually.

3.4 **Construction Reports:** PMC shall issue fortnightly reports on the progress of SITE. This will include weighted overall progress measurement, S-curves, problem areas, materials, construction drawings and other inputs required. The formats for Construction reports shall be mutually agreed.

3.5 **Financial Reports:** PMC shall issue monthly report on the financial part comprising of committed cost, actual expenditure, Budget status, financial progress % etc.

4.0 **Engineering**

4.1 **General:** Engineering will be carried out in accordance with the standard methods and good engineering practice acceptable to OWNER. Metric system will be used for data and information prepared by PMC. All related standards and Piping specifications shall be supplied by PMC. PMC shall provide soft editable copies compatible to Auto-cad / MS-Office of documents to OWNER.

4.2 **Operating Manuals:** PMC shall arrange/furnish prior to pre-commissioning of NANO UREA PROJECT, 3 (three) copies of bound Operating Manuals of all process / equipment / machines under the scope of consultant. In addition to that, PMC shall also submit the same document in a soft copy in hard drive. Documents shall be prepared in coordination with the LICENSOR. The contents of the Manuals may include, but not limited to the following:

- a. Process description
- b. Process and operating principles
- c. Special equipment and instrumentation description.
- d. Shut down procedure - normal and emergency
- e. Process flow diagram
- f. Anticipated operating conditions
- g. Material balance, if any
- h. Plot Plan
- i. Piping and Instrumentation diagram.
- j. Utility and Auxiliary diagrams
- k. Operating instructions and pre-commissioning activities.
- l. Standards pertinent to operation of NANO UREA PROJECT.
- m. Vessels and furnaces drawings pertinent to the process and of interest to the operators.
- n. Instructions regarding actions to be taken during normal and emergency operations.
- o. Procedure for statutory inspection requirements as per IBR, Indian factories Act and Indian Explosives Act etc.
- p. List of chemicals, laboratory analysis, their methodology and frequency and interpretation of results and actions for control during commissioning and after stabilization of the NANO UREA PROJECT.

5.0 Drawings, Documents Distribution Schedule

Drawings, Documents distribution schedule shall be discussed and finalized in the kick off meeting.

HINDUSTAN URVARAK & RASAYAN LIMITED

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



SECTION – VI

FORMS AND PROCEDURES (NIT)

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 of Bank Guarantee for Bid Security
9	Format of Performance Bank Guarantee
10	Bank Guarantee Verification Checklist
11	Format for Contract Agreement
12	Format for Proof for payment of EMD
13	Details of Manpower Deployment
14	Confidentiality Agreement

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

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

Date:

Bidder's Name & Address:

Person to be contacted:

Designation :

Tel. No(s). :

Mobile No. :

Fax No(s). :

E-mail address :

To,

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

Dear Sirs,

1.0 Having examined the Bidding Documents bearing No. dated including its subsequent amendments and clarifications, if any, issued by Owner, the receipt of which is hereby acknowledged, we the undersigned, offer to complete the work under the above-named Package in full conformity with the said Bidding Documents and hereby furnish our Techno-Commercial Proposal.

2.0 We have understood the instructions and the terms & conditions mentioned in the Bidding Documents furnished by you and have thoroughly examined the specifications laid down by you in the Bidding Documents and are fully aware of the nature of consultancy services required.

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

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

Sr. No	Description
1	Power of Attorney as per requirement mentioned in NIT.
2	Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD) as per format enclosed at Annexure-12 of Section VI (Forms & Procedures) of the Bidding document/ 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 Electronic Payment as per format enclosed at Annexure-2 of Section VI (Forms & Procedures) of the Bidding document and a copy of cancelled cheque.
5	Signed, Stamped and Scanned copy of Tender Acceptance Letter & Letter of authorization to submit bid as per format enclosed at Annexure-3 of Section VI (Forms & Procedures) of the Bidding document.
6	Documents as required in accordance with Qualifying Requirements / Pre-Qualification Criteria (PQC)/ Eligibility Criteria i.e., Clause 6 of NIT
7	Signed, Stamped and Scanned copy of No deviation Certificate as per format enclosed at Annexure-4 of Section VI (Forms & Procedures) of the Bidding document.
8	Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director or Legally Authorised Signatory, as per format enclosed at Annexure-5 of Section VI (Forms & Procedures) of 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.
9	Acceptance of 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 as per the format enclosed at Annexure-6 of Section VI (Forms & Procedures) of the Bidding document.
10	Signed, Stamped and Scanned copy of Certificate related to "Restrictions on procurement from a Bidder of a country which shares a land border with India" as per format enclosed at Annexure-7 of Section VI (Forms & Procedures) of 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 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,

Date:

Place:

Yours faithfully,

(authorised signatory Name).

(Designation)

Company Seal

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

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

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

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

Authorized signatory of the bidder

Name:

Designation:

Date:

Note: Copy of cancelled cheque to be enclosed.

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

Date:

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 is not under liquidation/ bankruptcy.
6. I / We do hereby declare that our Firm has not been blacklisted/ debarred or kept under holiday by any Public Sector Undertaking/ Government Organization.
7. 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)**

Bid Proposal Ref. No. -

Date:

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

Sub:

Tender Ref. No. -

Dear Sir,

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

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

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)

Bid Proposal Ref. No. -

Date:

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

Sub: Form of Acceptance of Fraud Prevention Policy of HURL

Tender Ref. 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)

Bid Proposal Ref No. -

Bidder's Name and Address:

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

Sub: Model Clause Certificate as per Annexure-III (Tenders) of Restrictions under rule 144 (xi) of the General financial Rules (GFRs) 2017, dated: 23.07.2020.

Sir,

I..... (authorized signatory for
M/s..... have read the clause regarding restrictions on procurement
from a bidder of a country which shares a land border with India. We certify that this bidder
M/s... **[Vendor Name & address]** is not from such a country

Or,

if from such a country **[Tick appropriate option & cut the other one]**, has been registered
with the competent authority. We hereby certify that we fulfil all requirements in this regard
and is eligible to be considered **[attach evidence of valid registration certificate with
competent authority]**.

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.

~~— 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:~~

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

~~Dear Sirs,~~

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

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

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

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

Notwithstanding anything contained herein:

- ~~1. Our liability under this bank guarantee shall not exceed [Bid security amount]~~
- ~~2. This bank guarantee shall be valid up to [expiry date]~~
- ~~3. We are liable to pay the guaranteed amount or any part under this bank guarantee only and only if you serve upon us a written claim or demand on or before [claim expiry date of guarantee]".~~

~~In witness where of the Bank, through its authorised officer, has set its hand and stamp~~

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

_____(Signature)

_____(Name)

_____(Designation with Bank Stamp)

~~Authorized Vide Power of Attorney No...~~

~~Date...~~

NOTE:

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

~~Bank: SBI~~

~~Current account no 38863886798,~~

~~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,

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

Dear Sirs,

In consideration of the[*Owner's Name*]..... (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s[*Bidder's Name*]..... with its Registered /Head Office at (hereinafter referred to as the 'Bidder', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Owner's Notification of Award No. dated..... and the same having been unequivocally accepted by the Bidder, resulting into a Contract bearing No..... 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 up to(@)..... [*days/month/year*] without any demur, reservation, contest, recourse or protest and/or without any reference to the Bidder. Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

The Owner shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Bidder. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of

any right which they might have against the Bidder, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Bidder or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

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

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

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

WITNESS:

.....
(Signature)

(Signature).....

.....
(Name)

(Name).....

.....
(Official Address)

.....
(Designation with Bank Stamp)

Attorney as per Power
of Attorney No.....
Dated.....

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

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

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

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

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

BANK GUARANTEE VERIFICATION CHECKLIST

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

CHECK LIST

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

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

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) Special Conditions of Contract
- e) Technical Specifications and Drawings
- f) General Conditions of Contract
- g) The Bid and Price Schedules submitted by the Bidder
- h) Instruction to Bidders

1.2 Order of Precedence

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

1.3 Definitions

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

ARTICLE 2. CONTRACT PRICE AND PAYMENT TERMS

2.1 Contract Price

The 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 in 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"]

PROOF OF PAYMENT OF EMD

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

Bid Proposal Ref. No. _____ Date: _____

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

Sub: PROOF OF PAYMENT OF EMD

Dear Sir / Madam,

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

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

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

Yours faithfully,

Signature

Name & Designation

Name of the Company

(Seal of the Company)

**Details of Manpower to be deployed at Home Office & Project Site for execution of Project
for fulfilment of scope of work**

DEPLOYMENT OF MAN POWER FOR EXECUTION OF THE PROJECT

The bidder shall depute the experience and qualified Engineers for the project at home office and at site. Bidder shall also depute experienced manpower for inspection and expediting services as and when required or directed by owner

Discipline wise Man power: Tentative break up of discipline wise Man power to be deployed at home office & site till the completion of the scope of work under the contract may be furnished by the bidder in the below table. Total number of man-month for deployment at project site should be limited to the quantity indicated in clause no 3.2.

At Home Office/Head Office:

SN	Discipline	No of Manpower to be Deployed	Designation	Work Experience in Years	Man-Days / Man- Months

At Project Site:

SN	Discipline	No of Manpower to be Deployed	Designation	Work Experience in Years	Man-Days / Man- Months

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into at Delhi today on _____ ("Effective Date") by and between

Hindustan Urvarak & Rasayan Limited (HURL), having its registered office at Core-4, 9th floor Scope Minar, Laxmi Nagar district Centre, New Delhi-110092 and corporate office at Core-3, 9th Floor, SCOPE Minar, Laxmi Nagar District Centre, New Delhi-110092,

Represented for the purposes of this Agreement by _____

Hereinafter referred to as the "Company",

ON THE FIRST PART,

AND

_____, having its office and place of business at _____ (hereinafter referred to as "Recipient" which term, unless repugnant to the context, shall mean and include its successors in interest, directors, representatives and permitted assigns) through their authorised representative _____ of the Other Part.

ON THE SECOND PART,

Company and Recipient are hereinafter together referred to as the "Parties" and individually as a "Party."

RECITALS:

- A. has been appointed as Project Management Consultant (PMC) for setting up of Nano Urea Plant at Ammonia/Urea Fertilizer Complex at Gorakhpur Unit vide LOIdatedas per Tender reference No.
- B. Company has agreed to make available to the Recipient certain confidential, proprietary and non-public oral, written and electronic information for the sole purpose of permitting the Recipient to carry out the scope of work as envisaged vide LOI dated ("Purpose")
- C. Company desires to prevent the unauthorized use and disclosure of such information; and
- D. Recipient wishes to protect the Confidential Information (as defined below) and to enable discussions to take place between the Parties;

- E. This document to be read in conjunction with Clause no. 22 (confidentiality) of General conditions of contract of Tender reference No.

Now therefore, the Parties agree the following:

The Company is willing, subject to the terms and conditions hereof, to disclose to the Recipient as much of the information, data and experience relating to the Company as may be necessary for enabling the Recipient to carry out the Purpose of the Agreement, in the framework of the aforesaid.....dated..... for which the Company's Information is needed by the Recipient hereafter ["The Project"].

IT IS THEREFORE AGREED AS FOLLOWS:

Article 1- Confidential Information

- 1.1 The Recipient recognizes that certain confidential information, data and experience relating to the Company and the HURL Nano urea project at Gorakhpur shall be furnished to it in connection with the Project. Such information, data and experience shall hereinafter be referred to as "Confidential Information" and shall mean any information, data and experience which have been shared by the Company with Recipient.

"Confidential Information" shall mean and include, without any limitation, all proprietary and non-public information directly or indirectly related to the Project or relating to the business and affairs of the Company, including records, reports, results, maps, charts, strategic and financial plans, operating, technical and other data whether in written, oral or electronic form and including all confidential, proprietary and non-public information obtained by the Recipient and / or disclosed directly or indirectly by the Company, or their Representatives on behalf of the Company to the Recipient.

All such aforesaid information, data and experience are considered by the Company to be secret and confidential.

Company shall inform the Recipient in writing if, in connection with the Project, the Engagement Team will have access to any unpublished price sensitive information, whether of the Company or any other entity. Company agrees that the Recipient shall not be responsible for determining the difference between price sensitive and non-price sensitive information that would form part of the information disclosed to the Recipient. All information supplied to the Recipient (in whatever form) which is not in the public domain will be treated as Confidential Information for the purposes of the Project. Further, the Recipient recommends the Company to obtain legal advice to ensure that information disclosed to the Recipient is not in contravention of any applicable laws and regulations.

- 1.2 It is understood that the term "Confidential Information" does not include information which Recipient can demonstrate:
- i. is publicly known at the time of disclosure;

- ii. after disclosure by the Company, becomes publicly known other than through a breach of this Agreement;
- iii. the Recipient can evidence was known to it, other than under an existing obligation of confidentiality or restricted use, prior to its disclosure by the Company.
- iv. becomes lawfully available to the Recipient from a third party whom the Recipient reasonably believes to be free from any confidentiality restriction;
- v. is independently developed by or for the Recipient without reference to the Company's Confidential Information.

Specific Confidential Information disclosed to the Recipient shall not be deemed to come under the above exceptions merely because it is embraced by more general information which is or becomes public knowledge or was in the prior possession of the Recipient.

Article 2 – Disclosure

- 2.1 The Recipient acknowledges that the Company has a particular interest in maintaining the confidentiality of all Confidential Information and that Company has signed Non-Disclosure agreement with concerned Licensor of HURL Nano urea project at Gorakhpur and the Recipient undertakes that it shall not disclose the Confidential Information to any person who is not one of its partners, directors, associates, affiliates, employees, subordinates, agents, subcontractors ("Engagement Team") with a need to know in relation to the Project or counsel without the prior consent of the Company and that it shall not use the Confidential Information for any purpose other than to enable itself to perform the Project.
- 2.2 The Recipient guarantees that it shall not disclose all or any part of the Confidential Information by its directors, subordinates or counsels for any purpose other than to answer to the Project.
- 2.3 The Recipient agrees to engage its Engagement Team having access to the Confidential Information to keep such information secret and confidential to the same extent and for so long as Recipient is obligated to do so.
- 2.4 In the event that the Recipient receives any request to disclose all or any part of the Confidential Information including under the terms of a valid and effective order issued by a court of competent jurisdiction or by a judicial or administrative agency or legislative body, the Recipient shall to the extent legally permissible and reasonably practicable, agrees to (i) immediately notify the Company of the existence, terms and circumstances surrounding such request, (ii) consult the Company on the advisability of taking available legal steps to resist or narrow such request, and (iii) if disclosure of such Confidential Information is required or deemed advisable, the Recipient shall reasonably assist the Company in exercising its best efforts to obtain an order or other

reliable assurance that confidential treatment shall be accorded to such portion of the Confidential Information to be disclosed which the Company designates. Notwithstanding the aforesaid, the Recipient shall be entitled to use the Confidential Information and to provide such information to its Engagement Team and such other parties who facilitate the administration of the Recipient's business or support their infrastructure in both cases (a) in order to perform client and engagement acceptance procedures (including but not limited to the identification of potential conflicts of interest or compliance with independence requirements), (b) for purposes of internal risk assessments and (c) to support the maintenance of quality and professional standards in the delivery of services (e.g. through the involvement of professional practice and policy departments, the participation in quality assurance measures or the establishment and maintenance of knowledge databases). However, the Recipient shall remain responsible for preserving confidentiality if Confidential Information is shared with or accessed by parties mentioned herein. The Recipient shall be permitted to disclose Confidential Information to its professional indemnity insurers or advisers, in which event the Recipient may do so privately and in confidence only.

- 2.5 Nothing contained in this Agreement or in any disclosures hereunder made shall be construed to grant to Recipient any license or other rights in or to the Confidential Information or any patent or patents which have been or may hereafter be issued with respect to the same.
- 2.6 Except as otherwise mentioned in this Agreement, the Confidential Information provided and showcased in the Web Based Dashboard related to Project shall not be shown/ presented/ disclosed to any third party by the Recipient, without the prior consent of the Company.

Article 3 – Title

- 3.1 The Recipient hereby acknowledges that any Confidential Information disclosed herein or records, documents, computer software or equipment, drawings, prints, datasheets, or any other tangible information supplied to it by the Company in order to assist the Recipient in the Project are the sole and exclusive property of the Company. The Recipient hereby acknowledges that all such information shall be deemed to be loaned to Recipient only for fulfilling the Purpose, and Recipient will not, without the prior written consent of Company insofar as such Confidential Information is concerned, use, reproduce or copy, or permit the use, reproduction or copying of any of said drawings, prints, data and other information, except as strictly necessary for the limited Purpose of this Agreement, keeping a record of all such copies, except as permitted herein. Any data stored in a computer or electronic retrieval system shall be deleted and all of the aforesaid drawings, prints, data and other information supplied by Company to Recipient, as well as all the copies thereof, shall be returned to Company insofar as such Confidential Information is concerned, at any time upon request or upon termination of the Project. Notwithstanding anything to the contrary hereinabove, the Recipient shall be allowed to retain sufficient documentation required as per applicable law and/or to evidence, justify and support the work

performed by it in connection with the Project. The documentation retained will continue to be subject to confidentiality obligations set out in this Agreement.

- 3.2 The Recipient agrees not to patent or describe in patent application any unpatented information or data included in the Confidential Information or derived from the Confidential Information.

Article 4 – Responsibility

- 4.1 Unless parties agree on different terms in a separate agreement, the Company makes no representation or warranty as to the accuracy or completeness of the Confidential Information.
- 4.2 In case of a breach by the Recipient of any of its obligations under this Agreement, the Company shall be entitled to cease immediately the disclosure of any further Confidential Information.
- 4.3 Without prejudice to any other disposition of the present agreement except Article 7.2, the Recipient agrees that the Company will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement.

Article 5 - Term and period of Obligation of Confidentiality

This Agreement shall continue till the Confidential Information is not in the public domain and to the extent that you may release it in writing. The obligations of confidentiality under this Agreement, including but not limited to those specified under Article 2,3,4 hereof, shall continue for a period of 20 (twenty) years from the last signature date of this Agreement. Where any definitive agreement is executed in connection with the Project, this Agreement shall be read together with the definitive agreement and be governed by the same.

Article 6 - Severability

The invalidity or unenforceability of any provision in this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement, which shall remain in full force and effect.

This Agreement may not be modified or amended except in writing by authorized representatives of both Parties.

Article 7 - Applicable law and disputes

- 7.1 The Agreement shall be governed by and construed in accordance with the laws of India.
- 7.2 In the event of any dispute or differences between the Parties under this Contract, as to their respective rights or obligations in terms hereof or connected herewith or incidental hereto or as to the interpretation of any of the terms hereof, such dispute or differences should be settled amicably between the contracting Parties.

Any dispute or difference arising out of this Work shall be mutually discussed and the Parties shall try to reach an amicable settlement within a period of thirty (30) days. If a consensus cannot be reached within this period, then each party to the contract shall have the right to appoint one arbitrator and these two arbitrators will jointly select a third arbitrator for forming the 3member arbitration panel. The arbitration shall be governed as per the provisions of the Arbitration and Conciliation Act 1996 and subsequent modifications thereof.

The arbitration proceedings shall be conducted in the English language. The place and venue of the Arbitration shall be at New Delhi, India.

Each party represents and warrants that it has full power and authority to sign and delivery this Agreement and that this Agreement has been duly authorized, signed and delivered by it and constitutes its legal, valid and binding obligations enforceable in accordance with its terms.

On Witness of the above, The Parties hereto have executed this Agreement, in two originals, one for each party, at the places and dates herein below referred:

For the Company

Name:
Title:
Date:

For the Recipient

Name:
Title:
Date:

Witness:

Name:
Title:
Date:

Name:
Title:
Date: