

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



SECTION – I

NOTICE INVITING TENDER (NIT)

**NAME OF PACKAGE: ANNUAL CONTRACT FOR
BAGGING PLANT OPERATION AT HURL GORAKHPUR**

NIT NO: HURL/GKP/C&M/21-22/C-118/BAGGING DATED 26.11.2021

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

2.0 Brief Details

Published Date	Refer CPP Portal
Bid Document Download / Sale Start Date	Refer CPP Portal
Bid submission Start Date	Refer CPP Portal
Last Date and Time for Bid submission	Refer CPP Portal
Technical Bid Opening Date & Time	Refer CPP Portal
Earnest Money Deposit (EMD) in INR	INR 25,36,000.00
Pre-Bid Conference Date & Time (if any)	Not Applicable
Last Query Date	Refer CPP Portal
Reverse Auction	Shall be intimated later

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

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

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

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

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

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

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

Not more than one tender shall be submitted by one bidder/ bidder(s) having business relationship. Under no circumstance will father and his son(s) or other close relations who

have business relationship with one another (i.e., when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

6.0 Qualifying Requirements / Pre-Qualification Criteria (PQC)

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

S.N.	Conditions	Documents required (To be submitted along with Technical Bid)
1	<p>Bidder should be service provider/contractor of having existence in the business of neem coated urea bagging, Truck loading/wagon Loading /stacking & associated activities in fertilizer plant during immediate last seven (7) years.</p> <p>Note: “The last Seven (7) years shall be counted from last date of the preceding month in which tender has been issued.”</p>	<ul style="list-style-type: none"> i) Year of Establishment & Registration No along with documentary proof if any. ii) P.F Registration No. of the Contractor to be intimated along with Documentary proof thereof. iii) Authorization letter from the company on behalf of the person signing the document be provided with technical bid. iv) <u>For Proprietorship firm-</u> Name of the proprietor to be mentioned. Affidavit of proprietorship in original duly notarized (Latest) v) For partnership firms —Affidavit in originals duly notarized, confirming the current status of the firm along with names of the partners. Copy of partnership deed duly notarized (latest) to be submitted. vi) PAN No. of the Contractor to be intimated along with Documentary Proof thereof.
2	<p>Bidder should have successfully completed ‘Bagging, Loading & Associated activities’ in fertilizer plant during immediate last Seven (7) years as mentioned below:</p> <p>The tenderer should have completed three similar works each costing not less than Rs 5.20 Crores.</p> <p>(or)</p> <p>The tenderer should have completed two similar works each costin9 not less than Rs. 6.50 Crores.</p> <p>(or)</p> <p>The tenderer should have completed one similar work costing not less than Rs. 10.4 Crores</p>	<p>Copy of Completion Certificate along with copy of Work Order from the organization where the work is executed is to be enclosed mentioning the completed value of each single work executed and performance certificate issued by the client.</p>

3	<p>The average annual turnover of the bidder during last three financial years ending on the date of issuance of enquiry shall not be less than Rs 4.0 Crores</p> <p>Note:</p> <ul style="list-style-type: none"> In case financial year closing date is with in 6 months of date of issue of enquiry and audited annual report of preceding financial year is not available, bidder has the option to submit the financial details of the three previous year immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate three preceding financial years. (Example, in case, audited annual report of immediately preceding financial year (year ending 31st March) is not available and where enquiry issue date is up to 31st December, the financial details of the three previous years immediately prior to the last financial year may be submitted. However, in case the enquiry issue date is after 31st December, it is compulsory to submit the financial details of the immediate three preceding financial years only. In case bidder is having subsidiaries but only a single consolidated annual report is prepared as per prevailing law of land and audited which includes the financial details of their subsidiaries, consolidated audited annual report shall be considered for establishing the financial criteria subject to statutory auditor /chartered accountant of the bidder certifying that separate annual report of Bidder (without the financial data of subsidiaries) is not prepared and audited. Further, in case a bidder is a subsidiary company and separate annual report of the Bidder is not published, but only a consolidated annual report of the parent company is available, consolidated annual report shall be considered for establishing the financial criteria subject to statutory auditor of Parent Company /Chartered accountant of the Bidder certifying that separate annual report of the Bidder is not prepared and audited. 	<p>Bidder shall submit financial standing through audited * balance sheet/profit & Loss account for the last three financial years.</p> <p>(FY 2018-19,2019-20 & 2020-21).</p> <p>*Where audited accounts are not mandatory as per law, bidder can submit financial standing duly certified by practicing chartered accountants (not being an employee or a director or not having any interest in the bidder's company)</p>
4	<p>The net worth of the bidders should be positive for the Financial year 2020-2021 ending 31.03.2021*.</p>	<p>A Copy of Audited* Balance Sheet should be submitted in support of your claim.</p> <p>* Where audited accounts are not mandatory as per law, bidder can submit financial standing duly certified by practicing Chartered Accountants (not being an employee or a director</p>

		or not having any interest in the bidder's company).
5	Bidder should have minimum working capital of Rs 1.3 Crores per Audited Financial result of FY 2020-21 in which tender has been issued. "Working capital should be current assets minus current liabilities."	Copy of audited balance sheet for the financial year ending 31.03.2021 should be submitted. Or, Requisite document issued either from any Indian scheduled Bank (except co-operative bank and Gramin Bank) for availability of unutilized fund-based line of credit for at least of Rs 1.3 Crores as on 31.10.2021 in which tender has been issued.
6	I. Bidder Must not be black listed by any government department/public sector undertaking/co-operative Unit. II. Bidder Must not be delisted / on Negative List by any government department/public sector undertaking/co-operative Unit in the last two years, as on date of participating in the tender. III. Bidder must not be on the Holiday list of HURL	Self-certification(s) for both should be submitted on Party's letterhead for the same.

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

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

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

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

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

11.0 Address for Communication.

Sh. P C Chaturvedi DGM (Contracts & Material) Hindustan Urvarak & Rasayan Limited (A Joint Venture of CIL, NTPC, IOCL, FCIL & HFCL) Admin Building, HURL Campus, PO-HURL Fertilizer Plant Gorakhpur-273007 Mobile No. 9450916413 Email ID: pchaturvedi@hurl.net.in	Sh. Vijay Kunwar Kant Manager (Contracts & Material) Hindustan Urvarak & Rasayan Limited (A Joint Venture of CIL, NTPC, IOCL, FCIL & HFCL) Admin Building, HURL Campus, PO-HURL Fertilizer Plant Gorakhpur-273007 Mobile No. 9999798169 Email ID: kant vk@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)

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1.0	Introduction	<p>Hindustan Urvarak & Rasayan Limited (HURL) is a joint venture company of Coal India Limited (CIL), NTPC Limited (NTPC) and Indian Oil Corporation Limited (IOCL) as the lead promoters with Fertilizer Corporation of India Limited (FCIL) and Hindustan Fertilizer Corporation Limited (HFCL) as other two partners.</p> <p>HURL referred to herein as ‘the Employer’, intends to engage an agency for supply of Goods & related Services or Services as per specifications, Scope of Work as detailed in the Bidding documents.</p>										
2.0	General Information	<p>The prospective Bidders are invited to submit a “Technical & Commercial Bid” and “Price Bid” for the package. Methodology for submission of Bid has been detailed hereunder in this document.</p> <p>Applicability of Reverse Auction may be seen on the CPP website / NIT.</p>										
3.0	Content of Bidding Documents	<p>The items and/or services required, bidding procedures, order/contract terms and technical requirements are prescribed in the bidding documents/Bidding Documents.</p> <p>The bidding documents include the following sections:</p> <table border="1" data-bbox="534 875 1417 1267"> <tr> <td data-bbox="534 875 715 987">Section-I</td> <td data-bbox="715 875 1417 987">Notice Inviting Tender (NIT)/Tender Enquiry/Invitation for Bid (IFB)</td> </tr> <tr> <td data-bbox="534 987 715 1055">Section-II</td> <td data-bbox="715 987 1417 1055">Instruction to bidder (ITB)</td> </tr> <tr> <td data-bbox="534 1055 715 1122">Section-III</td> <td data-bbox="715 1055 1417 1122">General Conditions of Contract (GCC)</td> </tr> <tr> <td data-bbox="534 1122 715 1189">Section-VI</td> <td data-bbox="715 1122 1417 1189">Scope of work and Other terms & condition</td> </tr> <tr> <td data-bbox="534 1189 715 1256">Section-V</td> <td data-bbox="715 1189 1417 1256">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-VI	Scope of work and Other terms & condition	Section-V	Forms and Procedures
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Section-VI	Scope of work and Other terms & condition											
Section-V	Forms and Procedures											
4.0	Benefits To MSEs	<p>Micro and Small Enterprises (MSEs) shall be exempted from paying Earnest Money Deposit.</p> <p>Further, in case of tenders where splitting of quantity is possible, participating MSEs quoting price within price band of L1 + 15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 percent of total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity).</p> <p>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</p>										

		<p>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 31.12.2021. Such enterprise shall submit EM Part-II or Udyog Aadhaar Memorandum (UAM) for availing benefits of PPP-2012.</p>
5.0	Cost of Bidding	The Bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
6.0	Clarification on Bidding Documents	<p>A prospective Bidder requiring any clarification of the Bidding Document shall put the query under Clarification tab of the on-line bid at least three days prior to the clarification end date. EMPLOYER will respond to any request for clarification or modification of the bidding documents that it receives within the time line specified.</p> <p>EMPLOYER will post the Clarifications under Clarification tab at e-tender i.e., CPP website. Bidders can view these clarifications.</p> <p>Bidders are advised to regularly check under Clarification tab regarding posting of clarification, if any.</p> <p>Bidders must check the Clarifications issued before submission of Bid. Should the Employer deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so and upload the amendments in the tender on the e-tender portal.</p>
7.0	Corrigendum/ Amendment to Bidding Documents	<p>At any time prior to the deadline for submission of bids, EMPLOYER may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.</p> <p>The corrigendum's/amendment's will be posted in the tender on the e-tender portal for viewing by the Bidder. The amendments will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are advised to regularly check the tender regarding posting of Amendments, if any.</p> <p>To give prospective Bidders reasonable time to take the corrigendum/amendment into account in preparing their bid, EMPLOYER may, at its discretion, extend the deadline for the submission of bids.</p>
8.0	Language of Bid	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English. In such case for purposes of

		interpretation of the Bid such translation shall govern.
9.0	Bid Proposal	<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> <ol style="list-style-type: none"> a) Techno Commercial Proposal Bid Form b) Power of Attorney as per requirement mentioned in NIT. c) proof for payment of Earnest Money Deposit (EMD)/ MSE Certificate for exemption. d) Certificates like Registration certificate, GST No, PAN No. etc. e) Format for Electronic Payment f) Tender Acceptance Letter & Letter of authorization to submit bid. g) Documents as required in accordance with Eligibility Criteria h) No deviation Certificate. i) Certificate from CEO or Managing Director or Legally Authorised Signatory, in the format as enclosed with the Bidding Document certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof. However, if at any point of time the declarations given in bid are found to be incorrect, HURL shall have the full right to terminate the contract and take any action as per provisions of contract including forfeiture of EMD/Security Deposit. j) Acceptance of Fraud Prevention Policy of HURL, k) Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India”. l) Documents in compliance to Scope of Work and Technical Specifications m) Any other document asked for in the Bidding Documents. <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</p>

		doing business with HURL for a period of 2 years.
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 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>The Bidder shall furnish, as part of his bid, a Earnest Money Deposit in the amount as stipulated in NIT/IFB/Tender Enquiry, in a separate envelope (in case paid in modes other than on-line payment) superscribed on the top as under:</p> <p><i>“ORIGINAL EARNEST MONEY DEPOSIT FOR NIT NO.DATED..... FOR (NAME OF PACKAGE) DUE ON (DATE OF BID OPENING) FROM (NAME OF THE BIDDER).”</i></p> <p>The Earnest Money Deposit (EMD) shall, at Bidders option, be submitted in the following forms:</p> <p>electronically by RTGS / NEFT in the account of HURL details as given in subsequent paragraphs or in the form of Demand Draft in favour of <i>Hindustan Urvarak & Rasayan Limited</i>, Payable at New Delhi. or 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>Wherever Bids under Joint Venture route are permitted as per Qualifying Requirement in the Bidding Documents, the Earnest Money Deposit of the Joint</p>	

Venture must be on behalf of all the partners of the Joint Venture.

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

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

- a) If the Bidder withdraws or varies its bid during the period of Bid validity.
- b) If the Bidder does not accept the Arithmetical correction of its Bid Price
- c) If the Bidder refuses to withdraw, without any cost to the Employer, any deviation, variation, additional condition or any other mention anywhere in the bid, contrary to the provisions of bidding documents;

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

to sign the Contract Agreement
to furnish the required Security Deposit

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

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

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

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

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

RTGS / NEFT details of HURL as under:

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

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

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

IFS CODE: SBIN0004803, Account No: 36245010741.

Bidders are required to upload Signed, Stamped and Scanned copy of the Certificate as

	<p>part of Technical Bid, failing to which their bids are liable for rejection.</p> <p>Price Bids shall be opened only of those bidder(s) whose EMD shall be found as per the requirement of the bidding documents.</p> <p>Exemption from submission of EMD:</p> <p>Micro and Small Enterprises (MSEs) bidders are exempted from submission of EMD as per provisions at clause 4.0 above.</p>																		
<p>15.0</p>	<p>Performance Security / Performance Bank Guarantee (PBG)</p> <p>Within thirty (30) days of the receipt of Purchase Order/Service Order from the Employer, the contractor shall furnish the Contract Performance Security / Guarantee, for the due performance of the Contract for the value as tabulated below with an initial validity up to ninety (90) days beyond the completion date for work plus defect liability period (if any), for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer.</p> <table border="1" data-bbox="536 730 1474 1200"> <thead> <tr> <th>Sr. No</th> <th>Contract Price (Excluding GST) (INR)</th> <th>Performance Security / Performance Bank Guarantee (INR)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Up to 250 Lakh</td> <td>5 Lakh</td> </tr> <tr> <td>2</td> <td>> 250 Lakh & <= 500 Lakh</td> <td>7.5 Lakh</td> </tr> <tr> <td>3</td> <td>> 500 Lakh & <= 750 Lakh</td> <td>10 Lakh</td> </tr> <tr> <td>4</td> <td>> 750 Lakh & <= 1000 Lakh</td> <td>12.5 Lakh</td> </tr> <tr> <td>5</td> <td>> 1000 Lakh</td> <td>15 Lakh</td> </tr> </tbody> </table> <p>Performance Security / Performance Bank Guarantee (PBG) may be submitted in any of the following forms:</p> <ul style="list-style-type: none"> a) electronically by RTGS / NEFT in the account of HURL details of which are given in bidding document or b) in the form of Demand Draft in favour of <i>Hindustan Urvarak & Rasayan Limited</i>, Payable at New Delhi. or c) in the form of an irrevocable bank guarantee in accordance with the form of included in the bidding documents (Annexure 9 of Section VI (Forms and Procedures)) from any Nationalized bank / Scheduled Bank recognised by Reserve Bank of India. <p>Failure of the supplier to submit the above-mentioned Performance Security / Performance Bank Guarantee (PBG) shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p> <p>No interest shall be payable by the Employer to the Contractor against the Security Deposit furnished.</p> <p>Performance Security shall be returned after Certification of completion of work and Defect Liability period (if any) by EIC. However, the contractor will</p>	Sr. No	Contract Price (Excluding GST) (INR)	Performance Security / Performance Bank Guarantee (INR)	1	Up to 250 Lakh	5 Lakh	2	> 250 Lakh & <= 500 Lakh	7.5 Lakh	3	> 500 Lakh & <= 750 Lakh	10 Lakh	4	> 750 Lakh & <= 1000 Lakh	12.5 Lakh	5	> 1000 Lakh	15 Lakh
Sr. No	Contract Price (Excluding GST) (INR)	Performance Security / Performance Bank Guarantee (INR)																	
1	Up to 250 Lakh	5 Lakh																	
2	> 250 Lakh & <= 500 Lakh	7.5 Lakh																	
3	> 500 Lakh & <= 750 Lakh	10 Lakh																	
4	> 750 Lakh & <= 1000 Lakh	12.5 Lakh																	
5	> 1000 Lakh	15 Lakh																	

		have to apply in writing, for refund of the same.
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-36245010741</p> <p>IFSC code- SBIN0004803.</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 (Technical 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</p>

		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.
19.0	Nil Deviation	<p>No deviation, whatsoever, is permitted by EMPLOYER to any provision of Bidding Documents. The Bidders are advised that while making their Bids and quoting prices, all conditions are appropriately taken into consideration. Bidders shall certify their compliance to the complete Bidding Documents as per Certificate at Annexure 4 of Section VI (Forms and Procedures).</p> <p>In case the Products and/or Services offered do not meet the Technical requirements, the bid shall be rejected as Technically non-responsive.</p> <p>Bidders may note that in case the Bidder refuses to withdraw additional conditions/deviations/exceptions/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>An authorisation letter/power of attorney indicating that the person signing the bid has the authority to sign the bid is to be submitted in Physical form and copy uploaded as part of the Techno-commercial Bid.</p>
21.0	Submission of Bids	Bid shall be submitted through e-tender mode in the manner specified elsewhere in bidding document. No Manual/ Hard Copy of the Bid shall be acceptable except those asked for in Physical form.
21.1	PHYSICAL BID	
	EMD	<p>The Bidder shall furnish, as part of his bid, a Earnest Money Deposit in the amount as stipulated in NIT/IFB/Tender Enquiry, in a separate envelope (in case paid in modes other than on-line payment) superscribed on the top as under:</p> <p><i>“ORIGINAL EARNEST MONEY DEPOSIT FOR NIT NO.DATED..... FOR (NAME OF PACKAGE) DUE ON (DATE OF BID OPENING) FROM (NAME OF THE BIDDER).”</i></p>
21.2	ON-LINE	<p>Bid along with all the documents should be submitted in the electronic form only through e-Tendering system.</p> <p>Any revision or amendment in bid shall be possible only up to the due date and time of submission of tender.</p>
21.2.1	Techno-Commercial Bid	

(A)	COVER TYPE – FEE	MSEs seeking exemption and benefits should enclose/upload in e-tender portal a 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"> a) Techno Commercial Proposal Bid Form (Enclosed as Annexure-1 to Forms and Procedures i.e., Section VI) b) Power of Attorney as per requirement mentioned in NIT. c) Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD)/ MSE Certificate. d) Signed, Stamped and Scanned copy of Certificates like Registration certificate, GST No, PAN No. etc. e) Signed, Stamped and Scanned copy of Format for Electronics Payment (Enclosed as Annexure-2 to Forms and Procedures i.e., Section VI) f) Signed, Stamped and Scanned copy of Tender Acceptance Letter & Letter of authorization to submit bid (Enclosed as Annexure-3 to Forms and Procedures i.e., Section VI) g) Documents as required in accordance with Eligibility Criteria i.e., <u>Clause 6</u> of NIT h) Signed, Stamped and Scanned copy of No deviation Certificate (Enclosed as Annexure-4 to Forms and Procedures i.e., Section VI) i) Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director or Legally Authorised Signatory, in the format as enclosed as Annexure-5 to Forms and Procedures i.e., Section VI to Bidding Document shall be furnished certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof. However, if at any point of time the declarations given in bid are found to be incorrect, HURL shall have the full right to terminate the contract and take any action as per provisions of contract including forfeiture of EMD/Security Deposit. j) Acceptance to Fraud Prevention Policy of HURL, for which the bidder has to submit Signed, Stamped and Scanned copy of Form of Acceptance of Fraud Prevention Policy of HURL. (Enclosed as Annexure-6 to Forms and Procedures i.e., Section VI) k) Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India”. (Enclosed as

		<p>Annexure-7 to Forms and Procedures i.e., Section VI)</p> <p>l) Documents in compliance to Scope of Work and Technical Specifications</p> <p>m) 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</p>

		<p>the bidder and the refreshing of the data on the server.</p> <p>The processing time for data exchange depends on the internet speed of the bidder, therefore bidder should avoid the last minute hosting of their bid. The bids visible to the Employer will be final for the purpose of acceptance.</p> <p>EMPLOYER may, at its discretion, extend this deadline for submission of bids, in which case all rights and obligations of Employer and Bidders will thereafter be subject to the deadline as extended.</p>
23.0	Modification and Withdrawal of Bids	<p>The Bidder may modify or withdraw its bid after submission prior to the deadline prescribed for bid submission. In case of withdrawal a letter giving the reason for withdrawal is to be uploaded. Once a bid is withdrawn, the bid cannot be re-submitted.</p> <p>No bid may be withdrawn / modified in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal/Modification of a bid during this interval may result in the Bidder's forfeiture of its Earnest Money Deposit, pursuant to ITB Clause 14 above.</p>
24.0	Opening of Bids	
	Techno-Commercial Bid Opening	<p>The Employer will first open the Techno-Commercial Bid on the date and at the place specified in the tender enquiry/NIT. In the event of the specified date for the opening of bids being declared a holiday for EMPLOYER, the bids will be opened at the appointed time on the next working day. All important information and other such details as EMPLOYER, at its discretion, may consider appropriate, will be announced at the opening.</p> <p>Technical Bid shall be opened for evaluation.</p> <p>In case of Single Stage Two Envelope bidding, the Price Bid will remain unopened and the date and time for opening of price bids shall be intimated separately on the CPP website by EMPLOYER after completion of evaluation of Techno-Commercial Bids.</p>
	Price Bid Opening	<p>In case of Single Stage Single Envelope bidding, the Price Bid will be opened on the date and time for opening of bids specified after opening of Techno-commercial bids as specified above.</p> <p>In case of Single Stage Two Envelope bidding, after the evaluation process of Techno-Commercial bid is completed, the date and time for opening of price bids shall be intimated separately by Employer. Bidders, whose Techno-Commercial Bid is not substantially responsive, their Technical Bid shall be rejected and their Price bid will also be rejected & shall not be opened and their Earnest Money Deposit shall be returned.</p> <p>Price bids of those Bidders, who have been considered qualified and whose Techno-commercial Bid is found to be responsive, will be opened online in presence of the Bidder's authorised representatives who choose to attend.</p> <p>The participating bidders will be able to view the bid prices of all the bidders after online opening of Price Bids by Employer on the e-tender portal.</p>
25.0	Clarification on Bids	<p>During bid evaluation, EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to the</p>

		<p>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. 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>
<p>26.0</p>	<p>Preliminary Examination Of Techno-Commercial Bids</p>	<p>EMPLOYER will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.</p> <p>Prior to the detailed evaluation, the Employer will determine whether the bid is of acceptable quality, is generally complete and is substantially responsive to the bidding document. For purpose of this determination, a substantially responsive bid is one that conforms to all the terms, condition and specifications of the bidding documents without material deviations, objections, conditionality or reservations.</p> <p>A material deviation, objection, conditionality or reservation is</p> <ul style="list-style-type: none"> (i) that effects in any substantial way the scope quality or performance of the contract. (ii) that limits in any substantial way inconsistent with the bidding document the Employers right or the successful bidders 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>
<p>27.0</p>	<p>Evaluation Of Techno-Commercial Bids</p>	<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</p>

		conditions/deviations/exceptions, implicit or explicit, found anywhere in the bid in respect of techno-commercial requirements of the bidding documents, without any financial implication whatsoever to the Employer, the bid shall be rejected as technically non-responsive. Product(s) and/or service(s) not meeting the specified technical requirements & scope work, shall be rejected.
28.0	Preliminary Examination Of Price Bid	<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	Discrepancies In Bid	<p>In case of discrepancies in the bid, the following will be adopted to 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 discounts offered; • Price adjustment due to Price Preference, pursuant to ITB clause 4.0, if applicable • Price adjustment due to Price Preference due to any other condition specified in Special Purchase 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</p>

		evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.
33.0	Employer's Right To Accept Any Bid And To Reject Any Or All Bids	The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder(s) of the grounds for the Employer's action.
34.0	Award Criteria	Subject to ITB Clause 33, the Employer will award the contract to the successful Bidder whose bid has been determined to be substantially responsive to the Bidding Documents and qualified to perform the contract satisfactorily, as per methodology specified in Special Conditions of Contract (SCC). 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.
35.0	Construction of Contract	If required, HURL may place separate Orders for supplies and Services. The award of separate Purchase Orders shall not in any way dilute the responsibility of the Supplier for the successful completion of the Facilities as per Contract documents and a breach in one Purchase Order shall be construed as a breach of the other Purchase Order(s) which will confer a right on the Employer to terminate the other Contract(s) also at the risk and cost of the Supplier. The total value of all the orders shall be the Total Package value.
36.0	Notification of Award	Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing by email or letter or by telefax to be confirmed in writing by letter sent by Speed Post/Registered/courier, that its bid has been accepted. The notification of award (Purchase/Service Order) will constitute the formation of the contract and shall be effective from the date of award or the date as specified in Special Conditions of Contract (SCC).
37.0	Corrupt or Fraudulent Practices	Employer requires that Bidders, Contractors and Suppliers observe the highest standard of ethics during the procurement and execution of the contracts. In pursuance of this policy, Employer: (a) defines, for the purposes of this provision, the terms set forth below as follows: (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition; (b) will reject a bid for award if it determines that the Bidder recommended

		<p>for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract of the Employer.</p>
38.0	Fraud Prevention Policy	<p>The Bidders/ Service Providers/ Vendors/ Consultants etc. shall strictly adhere to the Fraud Prevention Policy of HURL displayed on its website http://www.hurl.net.in and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities and immediately apprise HURL of the fraud/suspected fraud as soon as it comes to their notice. A certificate to this effect shall be furnished by the bidder along with his bid, in relevant attachment as per format enclosed (Annexure 6 of Section VI (Forms and Procedures)) with the Bidding Document.</p> <p>If in terms of above policy, it is established that the bidder/his representatives have committed any fraud while competing for this contract then the Earnest Money Deposit shall be forfeited.</p>
39.0	Indian Agents	<p>In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product.</p> <p>If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit bid on behalf of another Principal/OEM in the same tender for the item/product.</p>
40.0	Transfer of Bid Documents	<p>a. Transfer of Bidding documents is not permissible.</p> <p>b. Documents purchased / downloaded by the intending bidders cannot be transferred.</p>
41.0	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 the Ministry of External Affairs.</p> <p>ii. “Bidder” (including the term 'tenderer', 'consultant' or 'service provider'</p>

		<p>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 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>
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		<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>
	Important Note	<p>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.</p>

Annexure-1 to ITB

Checklist of documents to be submitted:

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

12	Declaration regarding GST (Enclosed as Annexure-8 to Forms and Procedures i.e., Section V).		
13	Documents in compliance to Scope of Work and Technical Specifications		
14	Any Other Document asked for in the Bidding Document		
15	Filled BOQ		

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

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 <u>REGISTRATION</u></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 <u>SEARCHING FOR BIDDING DOCUMENTS</u></p> <p>2.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.</p> <p>2.2 Once the bidders have selected the tenders they are 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</p>
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each tender, in case they want to obtain any clarification / help from the Helpdesk.

3.0 PREPARATION OF BIDS

3.1 Bidder should take into account any corrigendum published on the Bidding Document before submitting their bids.

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.

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.

4.0 SUBMISSION OF BIDS:

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.

4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Bidding Document.

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.

4.4 Bidder should prepare the EMD as per the instructions specified in the Bidding Document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the Bidding Documents.

4.5 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the Bidding Document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the blue colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

4.6 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

4.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of

		<p>the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.</p> <p>4.8 Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded Bidding Documents become readable only after the tender opening by the authorized bid openers.</p> <p>4.9 The uploaded Bidding Documents become readable only after the tender opening by the authorized bid openers.</p> <p>Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid withall other relevant details.</p> <p>4.10The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.</p> <p>4.11The Bidder is allowed to re-submit the Bid and related Bid documents before the last dateof Bid submission and time. The Bid can be re-submitted as many times as required by the Bidder, within the indicated timelines. The last version of the Bid submitted by the Bidder before the Bid submission date and time will be considered for Bid evaluation.</p> <p>4.12The 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>4.13During 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. If the techno-commercial acceptability of bidder is established upon verification of documents including clarifiactions submitted, the case shall be considered for further processing. If the bidder happens to be defaulter upon verification of the documents or has not uploaded the required document within the mentioned time frame his bid would be analyzed based on the uploaded documents and if found not in order as per requirement, would be outrightly rejected.</p>
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B.	Reverse Auction	<p>Procedure in submission of bids by the bidders during Reverse/Forward auction online.</p> <ul style="list-style-type: none"> ➤ Bidders shall login using their login ID & Password and then using DSC. ➤ Click on My Auctions button given in left side of page, to view Action details for which Techno-Commercially qualified. ➤ For participating in Live Auction, <ul style="list-style-type: none"> a) Click on Live Auction Button. b) Click on View button to participate in interested Auction. c) There is List of qualified Lots in which Bidder can participate against selected Auction. d) Click on Hammer Icon to participate in the respective lot. e) On clicking Hammer Icon, system will show Start price, Decremental (or incremental) price and Current price against lot. Current Price is appearing as Blank in case no bidder has offered price. f) Enter your Price in ‘My Auction Price’ in multiples of decremental (incremental) value up to above (below) Max Seal % value, and then sign it digitally by clicking on Sign Icon and Clickon submit button. g) System will show your Latest Value / Price Quoted and system will also show LeastAmount/ Rate which any Bidder would have quoted. <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>
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	<p>12. The log details of the entire reverse auction process will be generated by the system once the process of reverse auction is completed.</p> <p>13. If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the price bid shall be considered as the final price of that bidder.</p> <p>14. Since, reverse auction is a sequel to e-tender, the process of finalizing the tender upon completion of reverse auction will be same as the tender process without reverse auction.</p> <p>15. The bid history shall reflect only the bid value inclusive of taxes. The value will not besame for two bidders even if any bidder makes such an attempt in the bidding.</p> <p>16. Only the chronologically last price bid submitted by the bidder till the end of the auction shall be considered as the valid price bid of that bidder. Any bid submitted prior to submission of his last bid will not be considered as the valid price bid.</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 toward 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</p>
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		<p>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. The successful bidder will not be allowed to increase the rate of any component while submitting the breakup. While giving the break up, the successful bidder will have to consider same rate of taxes as quoted while submitting the commercial bid. In case the successful bidder(s) fail(s) to submit the final BoQ within 3 days or the break up given by bidder does not match with total offered price, the HURL will be at liberty to place order by proportionately reducing the component rates on basis of the breakup of the e-auction bid submitted by the successful bidder along with the initial offer and the same will be binding on the successful bidder.</p>
		<p>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)



1	Definitions & Terminology	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>“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.</p> <p>“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.</p> <p>“Contract Documents” mean the following documents that constitute the Contract between the Employer and the Contractor:</p> <ul style="list-style-type: none"> (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 <p>“GCC” means the General Conditions of Contract hereof.</p> <p>“SCC” means the Special Conditions of Contract.</p> <p>“Day” means calendar day of the Gregorian Calendar.</p> <p>“Week” means a continuous period of seven (7) calendar days.</p> <p>“Month” means calendar month of the Gregorian Calendar.</p> <p>“Completion” means the fulfilment of the Services by the Contractor in accordance with the terms and conditions set forth in the Contract.</p> <p>“Contractor” shall mean the successful Sole Bidder or Consortium whose bid has been accepted by the OWNER and who has been selected by the OWNER for the award of Works and shall include his heirs, legal representatives, successors and permitted assigns.</p>
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	<p>“Contract Price” means the price to be paid for the performance of the Services, exclusive of GST.</p>
	<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 /</p>



		Engineer, appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other.
2	Order of the precedence of the Documents	<p>Subject to order of precedence listed below, all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.</p> <p>The order of precedence of documents shall be as under:</p> <ol style="list-style-type: none"> 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	The singular shall include the plural and the plural the singular, except where the context otherwise requires.
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	Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the Authorized Representatives named in the Contract.



		<p>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</p>



		Owner under the Contract shall be given to the Engineer-in-Charge, except as herein otherwise provided.
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 appoint the Contractor's Representative and shall request the Owner in writing to approve the person so appointed. If the Owner makes no objection to the appointment within fourteen (14) days, the Contractor's Representative shall be deemed to have been approved. If the Owner objects to the appointment within fourteen (14) days giving the reason therefore, then the Contractor shall appoint a replacement within fourteen (14) days of such objection, and the foregoing provisions of this GCC Clause shall apply thereto.</p> <p>The Contractor's Representative shall represent and act for the Contractor at all times during the currency of the Contract and shall give to the Engineer-in-Charge all the Contractor's notices, instructions, information and all other communications under the Contract.</p> <p>All notices, instructions, information and all other communications given by the Owner or the Engineer-in-Charge to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided.</p> <p>The Contractor shall not revoke the appointment of the Contractor's Representative without the Owner's prior written consent, which shall not be unreasonably withheld. If the Owner consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out in above GCC Clause.</p> <p>The Contractor's Representative may, subject to the approval of the Owner (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Contractor's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Owner and the Engineer-in-Charge.</p> <p>Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with the above GCC Clause shall be deemed to be an act or exercise by the Contractor's Representative.</p>
11	Relation between the Parties	Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Owner and the Contractor. The Contractor, subject to this Contract, has



		complete charge of Personnel and Sub-Contractors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
12	Location	The Services shall be performed at such locations as are specified in the Contract and, where the location of a Special task is not so specified, at such locations as the Owner may approve.
13	Taxes & Duties	<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</p>



		<p>applicable rate of Income Tax in India before release of first payment.</p> <p>The Contractor shall himself be informed of all the applicable laws, notifications, rules, circulars and other communications of the State or Central or other authorities with regard to levy of any tax, duty, cess, levy or fee etc, which in any manner may impinge upon him in performance of any obligations/responsibilities under or arising out of the Contract.</p> <p>Further in case of foreign Contractor, certain benefits of Income Tax may be available to him in his country under Double Taxation Avoidance Agreement (DTAA). While quoting for the assignment, the foreign Contractors are required to consider such benefits in their proposal.</p>
14	Effectiveness of Contract	The Contract shall come into force and effect on the date, called the "Effective Date", of the Owner's notice to the Contractor instructing the Contractor to commence carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, as specified in the SCC have been met or as mentioned elsewhere in the tender document.
15	Effective Date	The date the Contract comes into effect shall be as specified in the SCC.
16	Commencement of Services	The Contractor shall commence carrying out the Services not later than the number of days after the Effective Date as specified in the SCC.
17	Modifications or Changes or Amendment	No Modifications or changes or amendment or other variation of the Contract (Purchase Order / Service Purchase) shall be effective unless it is in writing, is dated, expressly refers to the Purchase Order / Service Order, and is signed by a duly authorized representative of Employer and accepted by the Contractor.
18	Contract Price	The Contract price, other than GST, shall remain FIRM throughout the contract period and will be NOT be subject to adjustment for price escalation during the performance of the Contract until unless specified otherwise in the SCC.
19	Severability	If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
20	Standard of Performance	The Contractor shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the



		Owner, and shall at all times support and safeguard the Owner's legitimate interests in any dealings with Sub Contractors or Third Parties.
21	Conflict of Interests	The Contractor shall hold the Owner's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
22	Confidentiality	The Owner and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the Owner to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this clause of GCC.
23	Limitation of Liability	<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 willful 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</p>



		Total Contract Price, less payments already released to the Contractor, if any.
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> <ul style="list-style-type: none"> (a) infringement or alleged infringement by the Contractor of any patent or other protected right; or (b) plagiarism or alleged plagiarism by the Contractor. <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> <ul style="list-style-type: none"> (a) shall take out and maintain, and shall cause any Sub-Contractors to take out and maintain, at their (or the Sub-Contractors', as the case may be) own cost, but on terms and conditions approved by the Owner, during the performance of the Contract, the insurance against the risks, and for the coverage as specified in the SCC; and (b) at the Owner's request, shall provide evidence to the Owner showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
26	Contractor's Actions Requiring Owner's Prior Approval	<p>The Contractor shall obtain the Owner's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> (a) any subcontract relating to the Services to an extent and, with such specialists and entities as may be approved as (b) any other action that may be specified in the SCC. <p>Notwithstanding any approval as above, the Contractor shall remain fully liable for the performance of Services by the Sub-Contractor and its Personnel and retain full responsibility for the Services.</p>
27	Assistance and Exemptions	<p>The Owner shall use its best efforts to ensure the following:</p> <ul style="list-style-type: none"> (a) To ensure the accuracy of all information and/or data to be supplied by the Owner to the Contractor necessary for performance of the



		<p>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	In the event the Contractor is unable to complete the assignment by the Intended Completion Date it may request the Owner to extend the Intended Completion Date giving reasons. The Owner may extend the Intended Completion Date if the reasons given by the Contractor, including prior review where necessary, are found acceptable. The Owner shall, however, decide by how much to extend the Intended Completion Date.
31	Good Faith	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
32	Liquidated Damage (LD) for Delay	<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 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	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.
34	Performance Security	Within thirty (30) days of the receipt of Purchase Order/Service Order from the Employer, the contractor shall furnish the Contract Performance Guarantee (CPG), if applicable, for the due performance of the Contract for ten percent (10%) of the Contract Price with an initial validity up to ninety (90) days beyond the completion date for work plus defect liability period (if any), for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer as



		<p>mentioned below.</p> <p>CPG may be submitted in any of the following forms:</p> <p>a) crossed Demand Draft / Bankers cheque drawn in favour of HURL Payable at New Delhi.</p> <p>b) An irrevocable Bank Guarantee as per the HURL standard format from any Nationalized bank / Scheduled Bank as acceptable to HURL as per list enclosed.</p> <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. 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</p>



or indirect) in obtaining materials, or in any SUB-CONTRACTOR/VENDOR or worker performing any WORK or any other delay, default or failure (financial or otherwise) attributable to SUB-CONTRACTOR/Vendor/worker, unless such delay, default or failure results from any act, event or condition which would, with respect to such SUBCONTRACTOR/ VENDOR/ worker, constitute an event of force majeure.

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

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

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

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

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

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

Or

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

Force Majeure is no one's fault, therefore each party should bear its own cost and a provision to terminate the CONTRACT in case of Force Majeure extending beyond six (06) month is provided. Should OWNER wish the CONTRACTOR to continue further, both parties may sit together and mutually agree on the future course failing which Parties will have the right to terminate. Such termination shall not be considered as Termination for Owner's Convenience. However, outstanding invoices, payment for supplies made and payment to the



		<p>work already performed will be paid by OWNER on such termination and shall be detailed at the time of CONTRACT finalisation. CONTRACTOR shall have the right to take action to mitigate the impact of the prolonged Force Majeure event in mutual consent with Owner.</p> <p>FORCE MAJEURE shall not apply to any obligation of the OWNER to make payments to the CONTRACTOR under the contract.</p>
36	No Breach of Contract	<p>The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.</p>
37	Measures to be Taken on Force Majeure	<p>A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor, upon instructions by the Owner, 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>



		<p>(i) On account of any default on part of the Contractor; or (ii) for proper execution of the Works or part thereof for reasons other than the default on the part of the Contractor; or (iii) for safety of the Works or part thereof, for reasons other than those attributable to the Contractor.</p> <p>The Contractor shall, during such suspension, properly protect and secure the Works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.</p> <p>The time for completion of the WORKS will be extended for a period equal to the duration of the suspension. The Contractor shall not be eligible for any other compensation whatsoever for such suspension, except as otherwise provided herein under.</p> <p>If such suspension of WORK by OWNER delays or is likely to delay the progress of WORK or the carrying out of WORK under CONTRACT resulting in additional expenses or increased liability to CONTRACTOR, the OWNER shall pay to the CONTRACTOR all reasonable expenses, mutually agreed between OWNER and CONTRACTOR, arising from suspension of the work by an order in writing of the OWNER provided that such suspensions of work is more than a cumulative period of ninety (90) days and provided that such suspension is not due to some fault on the part of the CONTRACTOR or a SUBCONTRACTOR.</p>
39	Termination for Default	<p>The Owner or the Contractor, without prejudice to any other remedy for breach of Contract, by notice of default sent to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of contract. In such an occurrence one party shall give not less than thirty (30) days' written notice of termination to the other party.</p> <p>Fundamental breaches of the Contract shall include but shall not be limited to, the following:</p> <p>(a) If the Contractor fails to remedy a failure in the performance of their obligations hereunder, within thirty (30) days of receipt of such notice of suspension or within such further period as the Owner may have subsequently approved in writing;</p> <p>(b) If the Contractor submits to the Owner a statement which has a material effect on the rights, obligations or interests of the Owner</p>



		<p>and which the Contractor knows to be false;</p> <p>(c) if the Contractor, in the judgement of the Owner has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>For the purpose of this Sub-Clause:</p> <p>"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Owner and includes collusive practice among Contractors (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition.</p>
40	Termination for Insolvency	<p>The Owner and the Contractor may at any time terminate the Contract by giving notice to the other party if:</p> <p>(a) the Owner becomes bankrupt or otherwise insolvent;</p> <p>(b) the Contractor becomes (or, if the Contractor consist of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or</p> <p>(c) in such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.</p>
41	Termination for Convenience	<p>The Owner, by notice sent to the Contractor, may in its sole discretion and for any reason whatsoever, terminates the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Owner's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>In event of termination of Order/Contract, the Employer shall pay to the Supplier/Contractor the Contract Price, properly attributable to the works/supplies executed by the Supplier/Contractor as on the date of termination. However, any sums due to the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Order/Contract.</p>
42	Termination	<p>The Owner and the Contractor may at any time terminate the Contract by</p>



	because of Force Majeure	giving notice to the other party if, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
43	Cessation of Services	Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clauses 39 to 42, the Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.
44	Payment upon Termination	Upon termination of this Contract pursuant to GCC Clauses to 39 to 42, the Owner shall make the payments to the Contractor for Services satisfactorily performed prior to the effective date of termination.
45	Disputes about Events of Termination	<p>If either Party disputes whether an event specified in GCC Clause 39, 40 or 41 has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 46, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.</p> <p>In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC Clause 46.</p>
46	Settlement of Disputes	<p>of Adjudicator</p> <p>Managing Director (MD) of HURL shall be the Appointing Authority for Adjudicator. Adjudicator under the Contract shall be retired judge of Supreme Court/High Court of India.</p> <p>If any dispute of any kind whatsoever shall arise between the Owner and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the services—whether during the progress of the work or after their completion and whether before or after the termination, abandonment or breach of the Contract—the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.</p> <p>The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Owner or the Contractor within fifty-six (56) days of such reference, the decision shall become final and binding upon the Owner and the Contractor. Any decision that has</p>



		<p>become final and binding shall be implemented by the parties forthwith.</p> <p>Should the Adjudicator resign or die, or should the Owner and the Contractor agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the Contract, another Adjudicator shall be jointly appointed by the Owner and the Contractor. Failing agreement between the two within twenty-eight (28) days, the new Adjudicator shall be appointed at the request of either party by the Appointing Authority. Expenses incurred in the process of adjudication including the fees required to be paid to the adjudicator, if any, shall be shared equally between the Owner and the Contractor.</p> <p>Arbitration</p> <p>If either the Owner or the Contractor is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within twenty-eight (28) days of a dispute being referred to it, then either the Owner or the Contractor may, within fifty-six (56) days of such reference, give notice to the other party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</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</p>
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		<p>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> <p>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.</p> <p>b) In case of an Indian Contractor, adjudication/Arbitration proceedings shall be conducted in accordance with Indian Arbitration and Conciliation Act 1996. In case the Indian Contractor is an Indian Public Sector Enterprise/Government Department (but not a State Govt. Undertaking or Joint Sector Undertaking which is not a subsidiary of Central Govt. Undertaking), the dispute arising between the Owner and the Contractor shall be referred for resolution to a Permanent Arbitration Machinery (PAM) of the Department of Public Enterprises, Government of India.</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</p>



		<p>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>

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



SECTION – IV

TECHNICAL SPECIFICATIONS

(SCOPE OF WORK AND OTHER TERMS &
CONDITIONS)

Introduction

Urea Product Handling system at HURL, Gorakhpur is designed for loading of 45 Kg Neem coated urea filled bags into wagons / trucks with mechanized wagon / truck loading devices. Presently there are 10 (Ten) number of bunkers for urea receiving with manual bag placer, Semi-automatic Bagging machine, Stitching machine along with conveyors, bag diverters and chutes. The design capacity of each bagging line is 1200 bags / hour and the normal operating capacity is 1000 bags / hour.

Plant description, capacity and configuration:

Urea product handling system are started from transfer tower TT-1 near prilling tower up to bagging plant including semiautomatic bagging & stitching machines, provision of stacking of filled bag on the platform, wagon & truck loading facilities. From the discharge of first belt conveyor, on-spec product urea shall be transferred directly to the bagging plant through series of conveyor systems. Within the bagging plant, there are proper distribution system to feed the product into the series of bunkers 1 to 10. Below each bunker there are dedicated semi-automatic weighing/bagging machine and bag stitching machine where product is filled into bags. Filled bags (4 nos. of streams) have the provision to distribute either to truck loading side or to Wagon loading side and filled bags shall only travel to wagon loading side for rest 6 nos. of streams. At the Wagon loading platform there shall be platform distribution conveyors, which shall cover the entire length of platform and feed the filled bag to the respective wagon loaders. Wagon loader have the facility to load the bags into standard wagons as well as to stack the filled bags on the platform. At the Truck loading platform there are Truck loader which shall load the bags into standard trucks. At the filled bag storage/stacking platform on both side of bagging building, there shall be distribution conveyors, which shall cover the entire length of storage platform.

SI No	Plants & Facilities	Capacity
1	Urea plant (Prilled)	Rated-3850MTPD Design-4235 MTPD
2	Bulk Urea Conveying Rated	Rated-161 TPH Design-193TPH
3	Bag handling conveyors	Rated-1000bags/hr Design-1200 bags/hr
4	Bunker/Hopper in Bagging Plant	Approx. 100 MT each, Total approx.1000 MT
5	Bagging & Stitching Machine	Rated-45TPH/1000 bags/hr. Design-54TPH/1200 bags/hr.
6	Wagon & Truck Loader	Rated-45TPH / 1000 bags/hr. Design-54TPH/1200 Bags/hr.
7	Filled bag	45kg each

1.0 Scope of work

In Bagging Plant, urea will be received from Urea Plant (3850 MTPD, present capacity) and will be distributed into individual bunkers 10 Nos with the help of belt conveyors. The contractor has to ensure free flow of material from various bunkers to weighing machine. The contractor shall have to maintain all the working areas free of spillage and dust. De choking of bunkers shall be carried out by the contractor during normal as well as shut down conditions.

1.1 Bag filling and stitching

a) During normal operations eight (8) bagging lines will be in operation to meet the requirement of simultaneous wagon / truck loading .Rest two stream will be either spare or to be used for truck / wagon loading during more requirement or filled bag storage area stacking .Though complete bag filling and stitching operations are semi-automatic , the contractor shall have to arrange adequate manpower for each operating line to ensure no interruption in bag filling and stitching operation and report to Shift-in-charge HURL in case of any abnormality .The complete bag filling and stitching operations are in the scope of contractor .

b) Filled and stitched bags from the above eight (8) streams can be diverted to either truck / rail wagon side with the help of series of belt conveyors and then finally with mechanized truck loaders / wagon loaders. Eight numbers of mechanized wagon loaders are installed on each track to take care of rail loading for both tracks, eight streams can be diverted to wagon side.

c) In the event of failure of any wagon / truck loader, contractor has to make arrangement to load the under-loading truck /wagon, manually just by receiving the bags directly from the chute outside wagon/truck loader.

1.2 Check Weighment

a) Normally one bag out of every 50 bags per stream shall have to be removed from the conveyor , check weight and put back on conveyor .Contractor has to provide manpower to check weighment for all the bagging lines in operation .The contractor is responsible for ensuring the correct weight of urea for the bags filled by him .Contractor has to check the weight of filled bags on check-weighing machines as per requirement of hurl .The check weighing shall be done simultaneously for all the streams in operation. If a machine malfunctions, the frequency of check weighment shall be increased as required by HURL representative. The readings of check weighment are to be recorded in a sheet of register for verification by Shift-in-charge at shift end. The excess/short weighment bags found during checking will have to be opened and weighed for correct weighment quantity and put back on conveyor for stitching. In order to avoid erratic readings of weighment of filled urea bags, contractor has to ensure correct functioning of check weigher with the help of Instrument Staff.

1.3 Loading of wagons, counting of bags, demurrage

As soon as the empty wagons are placed on the loading tracks, contractor shall check and ensure the following:

Rejected wagons are not loaded. In case such rejected wagons are loaded, contractor will be responsible to unload the same and reload in the fit wagons at his own cost. Any delay /demurrage arising out of such incidents will be entirely to contractors' account.

a) Contractor shall ensure that the doors of the wagons are open able and shall be closed after loading. labels shall be pasted provided by HURL, two each in case of 4 wheelers (CSI , CRT)and four in case of 8 wheelers (BCXT , BCN , BOX), on both sides of the loaded wagons .Adhesives /paste /gum shall be arranged by the contractor at his own cost .Also prior to sealing , the door cleavages should be blocked with grease and cement compound arrange by contractors.

For opening the doors which are riveted /bolted, contractor shall arrange chisel / hacksaw / hammer at his own cost.

- I. Contractor should check thoroughly that there are no sharp edges on the surfaces and sidewalls and any holes / cracks inside the wagons. If any holes and cracks found, contractor has to arrange sealants for water proofing.
- II. Wagons may be required to be pushed manually to the loading points in case movement of wagon loader is not possible or loco becomes defective. The contractor should employ sufficient labour to position the wagons on loading tracks and should not hamper loading activities. Safety precautions to be followed under the guideline of HURL representative.
- III. The contractor shall arrange to open the doors , clean the wagons thoroughly and fit wagon should be dried before loading .The contractor shall arrange to clean the wagons thoroughly, along with railway tracks, and remove the sweepings through door on outer side of the track .The contractor shall arrange and spread gunny/HDPE wrappers /black LDPE sheet on wagon floor after cleaning the wagons as per the instructions of HURL representative .In case the wagon loading is started without proper cleaning to the satisfaction of HURL representative , the contractor shall be asked to unload the wagons for cleaning without any extra payment .Any delays/demurrages arising out of this operation shall be at the cost of contractor.
- IV. The contractor shall intimate HURL representative within half an hour of placement if any wagon is to be rejected due to any damage. Any demurrage and extra cost accruing due to non-rejection of wagon in time shall be debited to the contractors' account.
- V. After placement of cleaned empty wagons at the loading point, contractors' supervisor must write the number of bags to be loaded on the wagons with chalk arranged by the contractor at his own cost.
- VI. The stacking of the bags inside wagons or platforms to be done in a manner as directed by HURL representative so that counting is possible without any difficulties. The contractor must ensure that only fixed numbers of bags are loaded in the wagons. He must ensure minimum one Talley Clerk for each loading point. He shall prepare loading sheet for each wagon and write row wise number of bags to be loaded and thereafter actual number of bags to be loaded. He should fill up loading sheet, sign and hand over to HURL. While loading the wagons, Talley clerks shall also line mark the 8th bag of each stack either with marking ink / crayon arranged by the contractor at his own cost.

- VII. Contractor shall ensure that wet, torn or improperly stitched bags are not loaded.
- VIII. Contractor shall be responsible for closing the doors of the wagons prior to sealing the doors. Contractor should also instruct his staff not to remove wagon attachments such as hose pipes, washers, coupling etc. In case railways penalize HURL for any such loss, the same shall be recoverable from the contractor.
- IX. For wagon loading, the filled bags shall be transported up to the loading platform with the help of conveyors. The bags shall be loaded in the wagons with the help of wagon loaders. In case the wagon loaders are not available, the telescopic conveyor of the wagon loader shall be placed outside the wagon floor, and the bags shall be received from the loading chute manually and then loaded it in the wagon. Contractor has to provide sufficient manpower at each loading point to load the wagons. Operation of the wagon loaders shall be in the scope of contractor. Operation of the wagon loaders and the sequence of stacking inside wagon shall be explained by HURL representative.
- X. In case of non-availability of the mechanized wagon loading arrangement, the contractor should keep sufficient manpower to lift the filled bags manually and to stack the filled bags inside the wagons. No extra time shall be admissible for loading due to non-availability of wagon loading system and delay / demurrage on this account if any, shall be to the contractors' account.
- XI. Loading operation has to be synchronized with working of Bagging Plant .Each bagging line can deliver through the chute up to 15 - 16 bags per minute and there are five such line of conveyors at present .The contractor shall therefore, has to carry out loading operations at a speed , so that bags discharged from the chutes are loaded promptly into wagons / trucks .In any condition bagging operation should not interrupted due to slow off-take from the loaders .Any delays / demurrages accrued due to any such reason will be to the account of the contractor .While cleaning chocked loaders, the contractor shall take all reasonable precautions to ensure that choking is removed without damage to the bags and no spillage on floor .
- XII. Contractor should ensure sufficient manpower for de stacking the filled bags from platform and loading these bags into wagons.
- XIII. The contractor has to arrange at his own cost, sufficient number of persons to have vigilance and guide the movement of filled bags from the discharge of the bagging machine conveyors up to loading points through intermediate conveyors bag diverters, chute loaders etc.in default of the conveying system or bags movement to ensure un-interrupted bagging and loading.
- XIV. Surprise check of loaded wagons shall be done in each rack (one wagon in a rack) by HURL representative. Contractor has to arrange manpower for unloading the bags in one wagon of each rack and reload all bags in the same wagon. In case number of bags loaded into wagons is found incorrect, contractor shall have to pay a penalty of per INR 500/-excess/short bag and also to be reloaded at no extra cost.
- The Contractor will ensure the the requisite numbers of bags are loaded in wagon. If the shortage/excess in a wagon are up to 2 bags, a penalty of Rs.500/- per bag will be imposed. In case the shortage/ excess is more than 2 bags, penalty of Rs.10000/-per wagon will be imposed subject to maximum of of Rs.25000/- per rake per contractor apart from this, no payment will be made for unloading and reloading the test wagon. HURL reserves the right to

increase the penalty if no improvement is observed in excess/short bags loading.

- Progressive penalty bag per instance per month

1st Instance: 1500 per bag

2nd Instance: 3000 per bag

3rd Instance: 6000 per bag

4th Instance: 12000 per bag

5th Instance & onwards: 25000 per bag

Frequency will get reset every month.

XV. Surprise check shall also be done by HURL representatives at unloading points and in case number of bags unloaded is found incorrect as per loading sheet, the contractor shall be liable to pay penalty as follows:

- In case of number of bags unloaded found in excess, the contractor shall be liable to pay full cost of material (on full retention price) and shall also reimburse for any penalty charged by the Railways for excess loading.
- In case of number of bags unloaded found short the loading charges for such short quantity shall be disallowed and the contractor shall be liable to pay for the freight charges which have been paid on full quantity to railways.
- In addition, a penalty of INR 10000 per excess/short bag will also be payable by the contractor. (Shall be imposed if numerical shortage frequency found more than two times in a month)

XVI. HURL will inform the contractor in advance to depute his authorized representative at the unloading point to check the loaded wagons. In case they are unable to depute, the observations / findings of HURL representative shall be final and to be agreed and accepted by the contractor. The frequency of surprise checks at loading and unloading points will be as per the discretion of the HURL.

XVII. In case open wagons are loaded, the contractor shall provide adequate labour for sheeting on the floor and all the side walls of the open wagon. Same sheeting on the floor shall be done for the covered wagons also whenever required as per the instruction of Shift -in-charge. For loading open wagons wooden ramp shall have to be used by the contractor. Tarpaulin cover to be done by contractor.

XVIII. LDPE sheet has to spread in the bottom of each wagons and for the complete rack before loading and in the doors after loading all bags. LDPE sheet has to be arranged by the contractor. The required size to cut and made available before rack placing.

In any case filled bags should not be used as steps. In case if found, the contractor shall be charged INR 1000/- as penalty. The labour for all these operations will be provided by the contractor at his own cost. Tarpaulins' or covers of any kind used for covering stacks of urea bags / wagons and ropes will be provided by HURL. However, proper covering of the stacks / wagons shall be done by the contractor's labour.

When tarpaulins are not in use, they will be neatly folded and stacked at any place in the plant site as per the instruction of HURL representative. Any damage to the tarpaulins due

to mishandling shall be attributable to the contractor and the extent of damage so caused will be determined by HURL conclusively and deducted from the contractors' bill.

b) Demurrage for wagon loading

Contractor shall ensure loading of entire rake including cleaning, door closing and sealing within the time period mentioned below which has been arrived at by deducting placement time from free time provided by railways.

S.N.	Wagon Type	No. of Wagons	Wagon Load (MT)	Rack Load (MT)
1	BOX	58	44	2552
2	BCNHL	58	52.6	3050
3	BCN	42	60.8	2554
4	BCNA	42	63.8	2680
5	BCXT	42	54.8	2300

Time Schedule (Applicable with Nine hours move in move out option)

No. of Wagons	Loading	Unloading
1 – 20 wagons	4 Hrs.	6 Hrs.
21 – 30 wagons	6 Hrs.	7 Hrs.
Above 30 wagons	7 Hrs.	8 Hrs.

If the wagons/rakes are not loaded within the time period mentioned above after placement on platforms, and if demurrage is levied by railways on HURL, same shall be recoverable in full or part, if in the opinion of HURL representative, the same is wholly or partly due to contractors' fault.

- c) If required, the contractor shall arrange sufficient labours to load two rakes simultaneously of above-mentioned capacity within the time period mentioned above.
- d) Truck loading should not be suspended during rake loading.
- e) In case of EOL scheme, full rake of 42 BCN wagons / 58 BCNHL has to be completed within five hours in all respect.

1.4 Loading Operation in Trucks

- I. The contractors' supervisor shall check the Truck Loading Advice of the trucks which come to the respective areas for loading. Contractor should ensure to load quantity mentioned in the TLA with right type of product (viz. Neem coated Urea) The contractor shall not detain the trucks for more than half an hour during the process of loading.
- II. The filled bags will be transported up to the loading platform via conveyors and trucks shall be loaded with truck loaders .Four(4) truck loaders are installed in truck loading area .The contractor shall provide sufficient manpower for stacking the bags inside trucks and for operation of truck loaders .In the event of non-availability of truck loaders or inability to take the telescopic conveyor of the truck loader inside the truck , contractor has to load manually by keeping the truck loading discharge chute just outside the truck .No compensation shall be admissible for no availability of sufficient manpower for destacking filled urea bags from platform or from anywhere in the factory premises and loading the same into trucks .
- III. Before and after loading, the trucks will be weighed at HURLs Weigh Bridge. In case the net weight of any particular truck is outside the tolerance limit specified by HURL, the particular truck shall be brought back to Bagging Plant and unloaded. The unloading and re-loading shall be carried out by the contractor, as may be directed by HURL and on following conditions:
 - In case counted number of bags shows short/excess a penalty of INR 500/- for each short / excess bag shall be charged from the contractor. In addition, the contractor will not be paid for any un-loading and re-loading of trucks . The penalty amount will be maximum INR 2000/-for trucks only.
 - The Contractor shall ensure that the requisite of bags is loaded in trucks. If the shortage /excess in a truck are up to 2 bags, a penalty of Rs. 500/- per bag will be imposed. In case the shortage/excess is more than 2 bags, penalty of Rs. 2000/-per truck will be imposed per contractor. Apart from this, no payment will be made for unloading and reloading the truck. HURL reserves the right to increase the penalty if no improvement is observed in excess/short bags loading.
 - The contractor shall carry out the unloading, standardization, stitching and reloading of the bags without any extra charges.

1.5 Stacking, De stacking and Transportation in Plant

In case of reduction in despatches either by trucks or wagons , contractor shall ensure normal operations of the Bagging Plant by providing sufficient manpower to transport the filled bags from platform conveyors /truck loading points and to stack them on the either ends of platform or anywhere in Factory premises with tractor or trolley / trucks as desired by the Shift-in-charge .The filled bags may be stacked to a height of 10 – 12 bags in a countable manner .The stack height may be increased to 15 bags , if so desired by HURL representative for which no extra payment will be made .

1.6 Unloading /Distribution of Empty bags

- I. Empty bags are received in the form of bales of 500 bags each in the case of HDPE/PP bags (approx.70 Kgs each). The empty bags bale /bundle have to be unloaded from the trucks and lifted with the help of mono rail electric hoist to the empty bag storage building, just above the unloading point. Operation of electric hoist shall be in the contractor's scope.
- II. The stacking of bales shall be normally up to a height of 20 bales in the case of 500 bags bales of HDPE/PP bags .EOT crane has been installed at first floor of Bagging Building (110 metre. Level) to facilitate easy stacking of empty bags to cover the whole area defined for storage.
- III. Cross stacking shall be done with the help of EOT Crane. In case EOT Crane / Hoist is out of order or not available for operation, bales unloaded from trucks shall be neatly stacked at the ground floor store and thereafter lifted to First Floor Storage on availability of electric hoist / EOT crane subject to clearance of Quality Control Analysis.
- IV. Contractors' representative in Bagging Plant will be informed by HURL Shift-incharge as soon as the challan is received regarding the arrival of empty bag. Contractor has to make arrangement to unload within one hour. Any demurrage incurred on account of delay in unloading shall be to the contractors' account.
- V. Contractor should ensure that his labours do not remove empty bags from bales, scatter them in Bagging Plant or use them for sitting /sleeping. The contractor shall be liable for such mishandling.
- VI. Empty bags bales shall be transported from empty bags storage to Bagging Floor (same level) using a Platform Trolley. These bales are to be manually lifted from storage and safely stacked on Trolley. Hooks shall not be used for lifting the bales.
- VII. The contractor shall open the bales and sort out damaged /torn /cut/short sized /mis-printed /defective bags which cannot be used and bags with monogram other than HURL. All such bags segregated will be certified by HURL representative for the purpose of payment. While filling damaged bags / burst bags, the same shall be segregated supplier wise and handed over to empty bag store in charge.
- VIII. After opening the empty bag bales, the HDPE wrappers shall be collected, make them in bundles and deposited in the empty bag store godown which has to be shifted to a designated place as per instructions of HURL representative at shift end positively.
- IX. Contractor labours engaged for the distribution of empty bags shall also distribute the stitching thread to all bagging machines whenever required. Thread cone after use of thread shall be collected from Bagging Floor and stored at a designated place in Empty Bags Store for disposal.
- X. Unloading of Bag Closing Thread cartons and black LDPE sheet shall also be in the scope of contractor. After analysis & approval of quality by Quality Control Department, bag closing thread shall be lifted to store at Bagging Floor for normal use in shift. During unloading, lifting and stacking of thread cartons, contractor has to ensure no breakage of cartons, and thread spools.
- XI. Contractor has to ensure no trapping of foreign material like HDPE tape, sutli, thread piece in the wheels of Platform Trolley being used for transport of Empty Bag and thread.

XII. Any rejected bag shall be defaced by the contractor as per instruction of HURL.

1.7 CLEANING AND RECLAMATION OF GOOD UREA AND OFF GRADE UREA FROM STORAGE SYSTEM, RECLAMATION SYSTEM, CONVEYORS AND BUNKERS AREA

- I. Collection of spilled urea along & near conveyor belts, conveyors drive pulley, transfer towers, surge hoppers, bunkers, and its related galleries and transferring the same to Platform as directed by Engineer-in-Charge round the clock.
- II. Transfer off grade urea from bagging plant to Urea plant
- III. Cleaning of bunker floor, filled bags area(s), and empty bags area(s).
- III. Cleaning of Neem nozzle spray & filters.
- IV. Cleaning of de-dusting system (wet & Dry)
- V. Cleaning of neem oil separation system.
- VI. Neem oil tanker unloading.
- VII. Urea dust bags shifting work.
- VIII. Damage filled & empty bags shifting work.
- IX. Cleaning of Bagging building & wagon platform, Additional Platform.
- X. Sampling assistance for empty bag bales strength checking. (During empty bag unloading by truck)

1.8 Operational Support to Miscellaneous Activities As & When required Basis

- I. Swept Urea collection in bagging plant, and facilitation for dissolving of collected swept Urea.
- II. Plant air compressor operation as and when required
- III. Shifting of off grade urea to urea plant

2.CONTRACTOR'S RESPONSIBILITIES

- I. The Contractor shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and materials not specifically mentioned in the Contract which can be reasonably inferred from the Contract as being required for attaining completion of job herein as if such work and/or items and materials were expressly mentioned in the Contract.
- II. The Contractor shall, execute and complete the job with the highest level of skill and care, workmanship, diligence and efficiency in accordance with good engineering practice and in conformity with the provision of Contract. The Contractor confirms that it has entered into this Contract after proper site inspection and examination of documents to the extent normally performed by an experienced contractor and which has been carried out prior to the execution of this Contract.
- III. Contractor shall be deemed to have examined and inspected the site and its surrounding (for on-site jobs) and obtained all information required in connection therewith, and to have satisfied itself as to all matters, conditions and circumstances affecting the Contract Price and the Time schedule including, without limitation, the extent and nature of work and materials necessary for the proper transportation to the site and the accommodation. Contractor confirms that he is aware of and shall at all time remain in compliance with all applicable local, state and national laws, codes, rules and regulations that may be applicable for performance of work hereunder. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost for successfully performing the job
- IV. The Contractor shall acquire and shall maintain in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings where the site is located that are necessary for the performance of the Contract. The Contractor shall also acquire all other permits, approvals and/or licenses that are required in the name of HURL and that are necessary for the performance of the Contract.
- V. The Contractor shall comply with all applicable laws in force in India. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless HURL at all times from and against any and all losses, liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the subcontractors appointed by Contractor and their personnel.
- VI. All works shall have to be carried out as per the instructions of ENGINEER-INCHARGE (HURL). All materials to be used shall be of the best quality and prior approval of HURL shall have to be obtained before using any material for the work. The work shall have to be carried out as per good engineering practices and decision of HURL representative regarding quality of material and workmanship shall be final and binding.

- VII. Contractor shall be responsible for registering itself with all statutory and regulatory authorities as required under applicable statutory & regulatory Laws & Rules. The prices charged by Contractor shall include all taxes and levies that are payable in the execution of this contract. Contractor shall keep HURL indemnified at all times against all demands and claims made against HURL in this regard.
- VIII. During execution of the job by Contractor, if any loss is suffered directly or indirectly by HURL on account of negligence, indiscipline, theft, misappropriation or any other act of Contractor's representatives/ persons, Contractor shall, immediately on demand by HURL, make good such loss in the manner and to the extent called upon by HURL. Alternatively, HURL in its sole discretion reserves the right to recover the loss/ losses and costs either by adjustment against Contractor's bill(s) or otherwise asking Contractor to repay at his risk and cost. In such an event, this contract is also terminable by HURL without any notice to Contractor.
- IX. Contractor shall comply with all laws, rules, regulations and obligations relating to the employment of persons deployed by Contractor at HURL site. The Contractor shall be liable for all claims / payment under Workmen's Compensation Act 1923, The Contract Labour (Regulation and Abolition) Act 1970, The Minimum Wages Act 1948, The Payment of Wages Act 1936, The Employee Provident Fund and Miscellaneous Provision Act 1952, The Employees State Insurance Act 1948, The Payment of Bonus Act, 1965, safety regulations and any other law applicable to the persons engaged by Contractor. Contractor shall keep HURL indemnified against any and all claims, compensation, loss, damages and liability of any nature under any statute / bye - laws / notifications etc including industrial / labour laws;
- X. Contractor will give a list of the persons likely to be engaged by Contractor for the job assigned to Contractor to HURL's Security Department for the purposes of gate passes. Contractor will also provide its personnel necessary Identity Cards with a photograph for identification purpose under intimation of these details to the company;
- XI. HURL will have full right to recover and claim any liability incurred towards payment of any dues, compensation or cost which, the Contractor is liable to pay. The Contractor shall reimburse such payments immediately on demand to HURL and the HURL shall also be entitled to recover said payments from the bill and/ or security deposit of the Contractor as deemed expedient by HURL.
- XII. HURL reserves the rights to make alternative arrangements from any other source at Contractor's risk and cost if, at any stage, HURL feels that the services provided by Contractor are not in accordance with the requirements of HURL.
- XIII. Contractor will be entirely responsible for all statutory obligations/payments to the persons engaged by the Contractor or to the authorities concerned, for carrying out of the job and HURL shall have no obligation whatsoever in this regard.
- XIV. Contractor will issue wage slips to his employees as required under the Contract Labour (Regulation and Abolition) Act ' 1970 and rules there under.

Contractor will also maintain records / registers as prescribed under the Contract Labour (Regulation and Abolition) Act'1970 and / or Factories Act'1948 and the rules there-under e. g. Attendance Record, Muster Roll Register, Payment Register, Leave Register, Register of advances, deductions, fines, overtime etc. Contractor will also submit returns to the concerned authorities under various laws including half yearly return under Contract Labour (Regulation and Abolition) Act with a copy to our Manager # Industrial Relation and Legal.

XV. Contractor shall be responsible for procurement, direction and supervision of all personnel utilized in carrying out job in accordance with the terms and conditions of this Contract. The said personnel shall at no point of time be deemed or represented to be employees of HURL. Contractor assures/ warrants that it shall be fully responsible for complying with the labour and other laws and shall also be responsible for all actions of its personnel and deal with any suits/legal actions in connection with PF, ESI, Minimum wage rate etc., which may arise in connection with them and shall keep HURL indemnified in this regard.

3. TERMINATION OF THE CONTRACT: -

HURL reserves the right to terminate the above contract by giving three month's written notice. Similarly, Contractor shall also have an option to terminate the contract by giving three month's written notice. The contractor shall be liable to vacate the site/space within the premises of HURL within 15 days of closure of this contract failing which HURL shall charge/recover demurrage @ of the Contract value per day and HURL shall also be entitled to take possession of such site/space/office and no liabilities for materials left behind shall be entertained.

4. VALIDITY OF THE CONTRACT:

The contract shall come to end on the expiry of the last day of the Contract. Contractor should request 30 days in advance before expiry of the Contract for extending the tenure of Contract and HURL may at its absolute discretion renew the contract on the terms and conditions mutually acceptable to both the parties.

5. PROVIDENT FUND & FAMILY PENSION SCHEME

Contractor will comply with the provisions of The Employee Provident Fund and Miscellaneous Provision Act 1952 as under:

- I. Contractor shall ensure that applicable provident fund amount (Share of Contractor and their Employee with administrative fee) is deposited to their respective Provident Fund Commissioner's office strictly in accordance to provisions of The Employee Provident Fund and Miscellaneous Provision Act 1952. Contractor shall submit copies of challan towards deposit of provident fund on or before 15th of every month to HURL
- II. In case of any default or delay in Contractor's compliance with the above guidelines, a penalty may be imposed on Contractor and the same shall be realized from Contractors bills without any reference to Contractor.

6. PAYMENT OF WAGES

- I. The wages to every labour employed by Contractor under this Contract shall be paid by Contractor before the expiry of 7th day, after the last day of the month in respect of which the wages are payable (i.e. the wages for the previous month have to be paid in the first week of the next month). The rate of minimum wages payable to laborers of unskilled/other categories will not be less than the wage rate prescribed under the Minimum Wages Act ' 1948 and the rules framed there under, as notified by the State Government and/or other authority from time to time.
- II. You will submit a copy of the payment sheet along with statement of your personnel for whom Provident Fund contribution have been deposited to HURL
- III. In case of any default or delay in disbursement of wages, HURL shall not only be entitled to cancel your Contract but may levy a penalty of delay which will be deducted from Contractors pending bills / dues.

7. GENERAL INDEMNIFICATION

Contractor shall indemnify and keep HURL and/ or its Directors, officer, employees indemnified at all times from and against all claims, demands, causes of action or suits arising out of services/works provided by Contractor under this work order.

8. COMPLETION PERIOD

Timely completion of work as stipulated in the contract is essence of the contract. Failure to complete the work on schedule will render the contract liable for cancellation. HURL at the cost and risk of Contractor reserves the right to award contract to an alternate source in case HURL at any stage feels that work schedule is delayed or quality of work is not as specified in Contract and recover from and/ or debit to Contractor the extra cost incurred on this account.

9. TAXES AND DUTIES

Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges levied, imposed or assessed by the State Govt. / Central Govt. and other statutory/ regulatory / local bodies on the Contractor, its Subcontractors or their employees. All amounts payable by HURL to Contractor pursuant to this Contract shall be subject to deduction of taxes, duties, levies etc. as may be applicable from time to time.

10. FIRM PRICES

Fixed Rates: The rates shall remain fixed for the entire duration of contract except for the following:

- In case any change in statutory levies and taxes, which shall be paid at actual.
- Contract rate shall remain firm during contractual period and not subject to revision on any account except minimum wages revision by the Govt. In the event of minimum wage

revision, rate of items shall be revised as per the mutual agreed formula decided during the contract finalisation.

11. PAYMENT TERMS

Payment will be made against submission of bill after due verification of quantity and quality of work executed as per the Contract. The certification of work by HURL's authorized representatives shall be considered final and no representation in this matter shall be entertained. All original invoices should be submitted to the concerned HURL official clearly indicating the Work Order No. before 15 day of every month.

12. ENVIRONMENTAL & OCCUPATIONAL HEALTH & SAFETY POLICY

Contractors are required to follow HURL environmental, Occupational health & safety policy and guidelines.

13. GOVERNING LAW OF JURISDICTION

This Contract shall be governed by and construed in accordance with the laws of India. The courts at _____ shall have exclusive jurisdiction over the enforcement of an award rendered pursuant to arbitration under Clause 2 (L) hereof and in relation to any petition for interim relief.

14. ASSIGNMENT

This Contract shall not be assignable or transferable by the Contractor without the prior written consent of HURL. The Contractor shall not sub-contract the work assigned hereunder.

15. NO DUES CERTIFICATE

Contractor shall arrange to get filled no dues certificate from the concerned engineer in charge and shall enclose the same along with the final bill. The payment shall be kept on hold till receipt of duly filled no due certificate.

16. SAFETY, JOB SUPERVISION AND SITE MANAGEMENT

CONTRACTOR'S SUPERVISION:

The Contractor shall provide all necessary superintendence during the execution of work. Their supervisor shall be having minimum 10 years of experience in similar nature of job. The Contractor shall provide name of the safety supervisor to Fire and Safety Dept. Contractor employing 50 persons or more shall deploy a safety officer who should be having Diploma in Industrial Safety. He should have experience of working and supervising similar nature of job and minimum 5 years of experience. The safety officer shall specifically be responsible for ensuring safety compliance and shall not be having any other responsibility.

ISSUE OF GATE PASS FOR ENTRY IN PLANT PREMISES:

- I. Pre-requisites for issue of gate pass.
- II. The Contractor should have registration under ESIC. Registration no. of the firm and individual worker's IP No. shall be produced on letterhead for gate pass request.
- III. Along with ESI, the employees should be covered under accidental death Insurance Policy, where minimum death benefit is Rs.8.0 Lac. Contractor to give a certification of the same on its letter head with documentary proof.
- IV. Persons, who does not fall under ESI criteria due to higher salary, Contactor shall take workmen compensation policy for them as per applicable laws for personnel(s) deployed for execution of the job; policy shall be valid till the date of completion of Insurance Policy, where minimum death benefit is Rs.17Lac then Contractor may give a certification of the same on its letter head.
- V. Provident Fund account no. of the individual(s) duly verified by the deputing authority on Contractor's Letter head. Identification proof in the form of photo I-Card issued by any Government Authority like Ration card, Voter card, Driving licence, PAN card, Passport, photo passbook issued by public sector banks/ post office, photo identity card issued by government educational institutes, property registration document carrying photo, photo certificate towards scheduled caste/ scheduled tribes/ other backward class issued by competent authority, photo pension book issued to Ex-Servicemen by competent authority, photo job card issued by competent authority under national rural employment guarantee scheme, etc.
- VI. Two Recent Passport size photographs of the individual(s).
 - a. Details of manpower mobilized and gate pass request on letter-head.
 - b. Medical fitness of the workers will be the sole responsibility of the contractor for the assigned job. Contractor must ensure complete health check/examination of their workers from qualified Doctor (MBBS) before reporting for the job and provide medical fitness certificate.
 - c. Safety Shoes and Helmet (yellow colour) is must for entry in Factory Complex.
 - d. Labour Licence in case the number of labours engaged is 50 or more or as per U.P. government rule.
- VII. Police verification of workman.
- VIII. Work order / Contract acceptance copy.
- IX. The gate pass shall be issued after workers have undergone safety training. Refresher safety job. In case your employees are already covered under Contractor's existing Group training shall also be imparted every year and this shall be endorsed by HURL safety officer at the time of gate pass renewal.
- XII. Contractor shall maintain training records for all his workmen.
- XII. Every workman shall undergo medical examination once in a year and contractor shall maintain the record. The date of medical examination and due date should be indicated on gate pass.
- XIII. No workman shall be allowed to work beyond 12 hours, contractor should deploy adequate number of persons to ensure compliance.

SAFETY

- I. The safety of workers of the Contractor is the sole responsibility of the Contractor. The Contractor shall follow in letter and spirit the HURL's safety policy, HURL Safety Manual, all relevant Safety procedures (relevant Operation Control Procedure, Job Safety Analysis)
- II. b) Work shall be done only by persons authorised for the job and whose names are mentioned on the permit.
- III.c) Only duly tested (certified by a competent person as authorised by Chief Inspector of Factories and Boilers, U.P.) tools, tackles, gas cylinders & appliances as per statutes in force shall be used & a copy of their certificate shall be submitted to our Safety department.
- IV. d) Chemicals will only be allowed inside the factory after endorsement of HURL incharge on Contractor's application submitted along with Material Safety Data Sheet
- V. Contractors shall ensure strict compliance to procedures and guidelines for all jobs and special attention has to be paid to work at height, hot jobs, working inside vessel, working with chemicals and relevant Operation Control Procedures shall be obtained from concerned HURL engineer before start of job and all provisions shall have to be complied with.
- VI. Contractor shall ensure that ISI marked Personnel Protective Equipments (PPEs) such as safety Helmet (yellow colour only), Gloves, Safety shoes, full body harness, safety net, fall arrester, rope and any other PPE as may be required for safe execution of job are provided to the workers engaged by Contractor and the same are strictly used during execution of the job. The specifications and make of PPEs should be approved by HURL
- VII. Contractors shall strictly comply to road safety guidelines including no entry without spark arrestor, maintaining speed, parking at designated places, use of crash helmet & seat belts, maintaining healthy vehicles, valid Pollution Under Control certificate, valid driving license, vehicle pass etc as per guidelines issued from time to time
- VIII. SITE CLEARANCE:
- IX. Site Clearance in Course of Performance: In the course of carrying out the job, Contractor shall keep the site clear of all debris at all times. Contractor shall remove any surplus material, clear away any debris, rubbish or equipment no longer required to execute the job. Contractor should deploy a person to look after housekeeping separately. All waste including used PPE shall be disposed only at designated waste bins. Any non-compliance in his work area shall be penalized.
- X. CONTRACT LABOUR EMPLOYED IN THE FACTORY PREMISES:
 - a. The Contractor shall observe all provisions of the Factories Act 1948, including in respect of Working hours, Holidays rest intervals, spread over, leave and over-time to its Contract Labour. All payments, as due and admissible under the law in this respect shall be Contractor's sole responsibility.
 - b. For all critical jobs, the minimum age of the worker shall be 28 years and minimum 3 years of experience in the specific field.

- c. Employment of young person under 18 years of age is not allowed
- d. Contractor shall ensure not to employ child labour

STATUTORY DOCUMENTS:

Following documents to be submitted to our IR dept. of relevant persons and for relevant period (job execution period) for statutory compliance# by 18th of every month

- PF CHALLAN
- TRRN DETAILS
- ELECTONIC CHALLAN CUM RETURN (ECR)
- ESI CHALLAN
- ESI CONTRIBUTION DETAILS
- MUSTER ROLL
- WAGES SHEET (PAYMENT TO BE CERTIFIED BY HOD OF USER DEPARTMENT)
- REGISTER FOR OT
- REGISTER FOR ADVANCE
- REGISTER FOR FINEK
- DEDUCTION FOR DEMAGE REGISTER

- ADULT REGISTER
- UNDERTAKING
- PROOF OF PAYMENT OF WAGES THOROUGH BANK
- ATTENDANCE CARD CUM WAGE SLIP

For any clarification regarding statutory document; please contact to our IR deptt.

Contractor can send documents on email and with covering letter mentioning order no. and job duration.

Note: Contractor shall ensure that the workers who are deployed at HURL, must have bank account and their wage must get credited in their bank account directly

17) INCENTIVE CRITERIA:

Option A During normal working:

- a) BCN/BCNA Rake- Rs.3.20 /- per MT if rake is fully loaded within 6 hours
- b) BOXN Rake- Rs.3.20 /- per MT if rake is fully loaded within 6:30 hours
- c) BCNHL Rake- Rs. 3.25 /- per MT if rake is fully loaded within 7:30 hours

Option B During normal working:

- a) BCN/BCNA Rake- Rs.4.37 /- per MT if rake is fully loaded within 5:30 hours.
- b) BOXN Rake- Rs.4.00 /- per MT if rake is fully loaded within 6 hours.
- c) BCNHL Rake- Rs.4.37 /- per MT if rake is fully loaded within 7 hours.

NOTE:

- a) Above time includes all activities from rake handover for loading to release of rake by the contractor back to HURL.
- b) Above mentioned rates are valid from 1st Jan'2022 to 31st Dec'2022.

18) PENALTY/ DEMMURAGE CLAUSE:

- a) Any delay in loading rake due to non-availability of sufficient loading workers or any problems from the Contractor side, HURL shall impose a penalty. Rate of penalties shall remain same i.e. penalty @ Rs. - 6300/- & Rs.8700 /- per full rake per hour for BCN/BOXN & BCN HL rake and similarly for mini rake as Rs.3150/- & Rs.4350 /- per rake per hour for BCN/BOXN & BCN HL type rake. These penalty charges are in accordance with current railway rules for Demurrage.

However, these charges are subject to revision during contract period as & when amendment is issued by Indian Railway. Time lost due to mechanical / machine problem or due to non-availability of material shall not be counted. In case demurrage is payable due to delay on other contractor's part, the other contractor pays penalty on full rake instead of only on his portion of the rake. Rake loading time shall be as mentioned below:

All efforts shall be made to complete the rakes (BCN, BCN-HL & BOXN) within 6:00 hours. The penalty shall be applicable if the rake is not completed within:

- 7:00 hours in for BCN rake
- 7:30 hours in for BOXN rake
- 8:30 hours in for BCN HL rake

- b) In case of poor housekeeping; penalty @500 /- per instance maximum up to 5000/- per day shall be deducted from invoice payment.
- c) GST as applicable shall be paid extra along with invoice payment.
- d) Overlapping of rakes # In case of overlapping of rakes the starting time of second rake shall be counted from the time of placement of 1st rake plus 8 hours in G I and plus 9hrs for GII and BCNHL rake. In case completion of first rake gets delayed for reasons not attributable to contractor, the time of placement of second rake shall be counted from the time of completion of first rake.
- e) The provision of lodging and boarding arrangements (if any) of the labour deployed by contractor for efficient handling of the contract shall be in contractor scope.
- f) Contractor shall work in close co-ordination with the other contractor and extend full cooperation to him to ensure a win-win situation for all the three parties i.e. both contractors and HURL.
- g) Contractor shall arrange 1 no of dedicated qualified Safety Officer. In case if contractor fails to arrange the Safety Officer then HURL will deploy the same and the expenses will be recovered from contractor's bill. Safety Officer shall be advised to point out safety noncompliance's to the labour directly at the point of non-compliance to have a better impact and submit a daily report of observations. Also, Contractor to nominate Safety

supervisors from the existing workmen in each shift @ one safety supervisor per every 50 workers or part thereof. Training for safety supervisors shall be provided by HURL.

- h) The contractor shall keep close coordination with Railways to get maximum cooperation from them in running our day to day operations efficiently.
 - i) For any pilferage or misuse of empty bags, deduction of Rs.50 /- per bag shall be made from the bill. In case weight variation is found in standardized bags then Rs.100/- per bag shall be deducted from the bill.
-

HINDUSTAN URVARAK & RASAYAN LIMITED

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



SECTION – V

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 for Declaration of GST
9	Format of Bank Guarantee for Bid Security
10	Format of Performance Bank Guarantee
11	Bank Guarantee Verification Checklist
12	Format for Contract Agreement

TECHNO-COMMERCIAL PROPOSAL BID FORM

(To be Submitted on the Letter Head of Bidder)

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

Bidder's Name & Address :

Date:

Person to be contacted :

Designation :

Tel. No(s) :

Mobile No. :

Fax No(s) :

E-mail address:

To

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

Dear Sirs,

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

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

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

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

3.0 COMPLIANCE TO THE PROVISIONS OF THE BIDDING DOCUMENTS

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

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

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

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

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

Dated this. _____ day of _____

Thanking you,

Date : _____

Place : _____

Yours faithfully,

(authorised signatory Name).

(Designation)

Company Seal

Format For Electronics Payment

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

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

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

Authorized signatory of the bidder

Name

Designation

Date

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

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Work: -

Dear Sir,

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

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

DECLARATION FOR “NO DEVIATION”

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

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

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

Yours faithfully,
(Signature)

Date: Name & Designation.....

Place: Name of the Company.....

(Seal of Company)

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

Ref. _____ : Date:

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

Sub:

Bidding Doc. No.

Dear Sir,

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

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

Yours faithfully,
(Signature)

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

(FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY OF HURL)

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

Ref. : _____ Date: _____

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

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

Bidding Doc. No.

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

Date : _____ (Signature of Authorized Signatory)

Place : _____ (Printed Name)

(Designation).....

(Company Seal)

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

Bid Ref No. :

Bidder's Name and Address:

To,

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

Dear Sir,

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

Yours faithfully,

(Signature)

Date
Place

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

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

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

Date:

To,

Sub: Declaration Regarding GST

Tender Reference No:

Name of Tender / Work: -

Dear Sir,

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

GST (Goods and Service Tax) on transportation activity being under reverse charge mechanism (RCM) shall be deposited by HURL.

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

(Please tick in the applicable Box for GST)

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Note: -

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

Bid Security Form

Bank Guarantee

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

Bank Guarantee No...

Date...

To:

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

Dear Sirs,

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

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

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

This Guarantee shall be irrevocable and shall remain valid upto(@).....
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 36245010741,
IFSC Code- SBIN0004803.

Performance Security Form

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

Bank Guarantee No.....
Date.....

To,

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

Dear Sirs,

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

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

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

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

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

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

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

WITNESS :

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

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

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

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

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

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

BANK GUARANTEE VERIFICATION CHECKLIST

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

CHECK LIST

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

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

Date : Signature.....

Place :

Printed Name of Authorized Person having Power of

Attorney.....

(Designation)

(Common Seal)

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

FORMAT OF CONTRACT AGREEMENT

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

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

BETWEEN

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

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

NOW IT IS HEREBY AGREED as follows:

ARTICLE 1. CONTRACT DOCUMENTS

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

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

1.2 Order of Precedence

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

1.3 Definitions

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

ARTICLE 2. CONTRACT PRICE AND PAYMENT TERMS

2.1 Contract Price

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

2.2 Payment Terms

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

ARTICLE 3. EFFECTIVE DATE FOR DETERMINING TIME FOR COMPLETION

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

ARTICLE 4. NON-ASSIGNABILITY

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

ARTICLE 5. GOVERNMENT OF INDIA NOT LIABLE

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

ARTICLE 6. Appendices

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

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

ARTICLE 7. NO LIABILITY ON DIRECTOR AND EMPLOYEE

No Director, employee, consultant or agent of the 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"]

