### HINDUSTAN URVARAK & RASAYAN LIMITED

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



### SECTION - I

# NOTICE INVITING TENDER (NIT)

NAME OF PACKAGE: SUPPLY & INSTALLATION OF BALANCE MECHANICAL WORKSHOP ITEMS AT HURL'S FERTILIZER PLANTS (GORAKHPUR, BARAUNI & SINDRI)

NIT NO: HURL/HQ/CS625, DATED: 13.10.2025



**1.0** HURL (Hindustan Urvarak & Rasayan Limited) invites on-line bids on Limited Tender basis under Two Bid system for aforesaid package.

### 2.0 Brief Details

Published Date	Refer CPP Portal
Bid Document Download / Sale Start Date	Refer CPP Portal
Bid submission Start Date	Refer CPP Portal
Last Date and Time for Bid submission	Refer CPP Portal
Technical Bid Opening Date & Time	Refer CPP Portal
Earnest Money Deposit (EMD) in INR	INR 5,00,000
Pre-Bid Conference Date & Time (if any)	Refer CPP Portal
Last Query Date	Refer CPP Portal
Reverse Auction	Not Applicable

**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.

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

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

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

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

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 any manner. In case the same is found to tampered/modified in any manner, 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)

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

l. No.	Qualifying Requirement proposed by the Committee	Documents required (To be submitted as part of technocommercial bid)
	The bidder shall be Supplier of Mechanical Work Shop Equipments who should have executed supply, installation & testing of Mechanical Work Shop Equipments which includes at least Lathe Machine & Universal Radial Drilling Machine during last seven years ending last day of month before the one in which applications are invited with any one of the three conditions as given below: A. One work-order with executed value not less than Rs 10.16 Crore excluding GST Or B. Two work-order with executed value in each not less than Rs 6.35 Crore excluding GST Or C. Three work-order with executed value in each not less than Rs 5.08 Crore excluding GST	A) Purchase Order copy covering following details: i. Purchase order number,Date, and value. ii. Name of theEmployer/Owner/ Client. iii. Period of Contract /Supply. iv. Scope of Work / Items to be supplied.  B) Execution certificate issued by Employer/Owner/Client highlighting following: i. Reference Purchase order number with date and value. ii. Name of the Employer/Owner/Client. iii. Period of Contract. iv. Value of executed work C) Contact details of the Employer /Owner / Client / end user
2.	The net worth of the bidder shall be positive as per audited financial statement as on 31st March 2025	<b>\</b>

3	The average financial turnover during the last three consecutive financial years ending on 31st March 2025 should be at least Rs. 3.81 Crore	Audited Balance Sheet / Profit & Loss Account for the three preceding financial years i.e 2022-23, 2023-24 and 2024-2025.  i). In case above is not available, then certificate from practicing CA /
		SA certifying the annual turnover for the three preceding financial years i.e. 2022-23, 2023-24 and 2024-2025.
		ii). In case above are not available, then audited Balance Sheet / Profit & Loss Account for the three consecutive financial years preceding the last financial year i.e. 2021-22, 2022-23 and 2023-2024 along with Annexure A&B
		iii). In case above are not available, then certificate from practicing CA / SA certifying the annual turnover for the three consecutive financial years preceding the last financial year ie. 2021-22, 2022-23 and 2023-2024 along with Annexure A&B
		Note-
		UDIN number should be mentioned in the CA certificates
4	Bidder should not be on holiday list/Black list in any GOVT/PSU Sector as on date of issue of NIT	Bidder has to submit a declaration on their letter head that they are not on holiday list/Black list in any GOVT/PSU Sector as on date of issue of NIT

- **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 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.
- 9.0 Bids shall be digitally signed and uploaded by someone legally authorized and competent on behalf of his firm / company i.e., Bidder and relevant documents w.r.t. the same to be uploaded along with the bid by the bidders.
  The Power of Attorney (on stamp paper duly notarized) of such person needs to be furnished along with bid.

#### 10.0 Address for Communication.

Sh.ShaktiPadaMahto Manager (C&M)

Hindustan Urvarak & Rasayan Limited (A Joint Venture of CIL, NTPC, IOCL, FCIL & HFCL)

Core-3, 9th Floor, SCOPE Minar, Laxmi Nagar District Centre, New Delhi-110092.

EPBAX No: 011-2250 2267/ 2268

Email: shaktipada.mahato@hurl.net.in

Sh. Umang Sinha Chief Manager (C&M)

Hindustan Urvarak & Rasayan Limited (A Joint Venture of CIL, NTPC, IOCL, FCIL & HFCL)

Core-3, Floor, 9th SCOPE Minar, Laxmi Nagar District Centre, New Delhi-110092.

EPBAX No: 011-2250 2267/ 2268

Email:umangsinha@hurl.net.in

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



authorities concerned. However, HURL reserve the right to cancel the order (if any) and blacklist/debar a firm in case it is determined that the firm benefitted wrongly from the Public Procurement Policy.

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).

However, in case of tenders where splitting of quantity is not possible, participating MSEs quoting price within price band of L1 + 15 percent shall be allowed to execute the package by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise. The award shall be made as follows:

- a) Award shall be given to L1 bidder if L1 bidder is an MSE.
- b) In case L1 bidder is not an MSE, then all the MSE vendor(s) who have quoted within the range of L1 + 15%, shall be given the opportunity in order of their ranking (starting with the lowest quoted MSE bidder and so on) to bring down its price to match with L1 bidder. Award shall be placed on the MSE vendor who matches the price quoted by L1 bidder.
- c) If no MSE vendor who has quoted within range of L1 + 15% accepts the price of L1 bidder then the award shall be made to the L1 bidder.

MSEs seeking exemption and benefits should enclose/upload in e-tender portal an attested/self-certified copy of following registration certificate as a part of his bid, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

- 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. <a href="https://msme.gov.in/">https://msme.gov.in/</a>) Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012
- ii) In case of upward re-classification of category, Enterprises shall be extended the non-tax benefits in accordance with sub-paragraph (5) of paragraph 8 of Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 read in conjugation with MSME notification no. CG-DL-E-18102022-239737 dated 18<sup>th</sup> Oct 2022 and any other relevant govt notifications issued from time to time.



		Vendors seeking such benefits must submit documents in support of their claims along with the bid, failing which benefit shall not be extended.		
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	A prospective Bidder requiring any clarification of the Bidding Document shall put the query under Clarification tab of the on-line bid at least three days prior to the clarification end date. EMPLOYER will respond to any request for clarification or modification of the bidding documents that it receives within the time line specified.  EMPLOYER will post the Clarifications under Clarification tab at e-tender		
		i.e., CPP website. Bidders can view these clarifications.  Bidders are advised to regularly check under Clarification tab regarding		
		posting of clarification, if any.  Bidders must check the Clarifications issued before submission of Bid.		
		Should the Employer deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so and upload the amendments in the tender on the e-tender portal.		
7.0	Corrigendum / Amendment to Bidding Documents	At any time prior to the deadline for submission of bids, EMPLOYER may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.		
		The corrigendum's/amendment's will be posted in the tender on the etender portal for viewing by the Bidder. The amendments will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are advised to regularly check the tender regarding posting of Amendments, if any.		
		To give prospective Bidders reasonable time to take the corrigendum/amendment into account in preparing their bid, EMPLOYER may, at its discretion, extend the deadline for the submission of bids.		
8.0	Language of Bid	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English. In such case for purposes of interpretation of the Bid such translation shall govern.		
9.0	Bid Proposal	Bid shall be complete in all respects and shall be submitted with requisite information and Attachments. It shall be free from any ambiguity.		



		For preparation of Bids, Bidders are expected to go through the complete bidding documents carefully. Material deficiencies in providing the information requested may result in rejection of the Bid.
10.0	Documents Comprising	The Bid shall comprise of following components:  Technical Bid:
	the Bid	The following documents are to be furnished by the Bidder as part of the Technical Bid:
		a) Techno Commercial Proposal Bid Form.
		b) Power of Attorney as per requirement mentioned in NIT.
		c) Proof for payment of Earnest Money Deposit (EMD) / MSE Certificate for exemption of EMD.
		d) Certificates like Registration Certificate, GST No., PAN No., UDYAM etc.
		e) Format for Electronic Payment and a Copy of Cancelled Cheque.
		f) Tender Acceptance Letter & Letter of Authorization to submit bid.
		g) Documents as required in accordance with Qualifying Requirements / Pre-Qualification Criteria (PQC).
		h) No Deviation Certificate.
		i) Certificate from CEO or Managing Director or Legally Authorized Signatory, in the format as enclosed with the Bidding Document certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof. However, if at any point of time the declarations given in bid are found to be incorrect, HURL shall have the full right to terminate the contract and take any action as per provisions of contract including forfeiture of EMD/Security Deposit.
		j) Acceptance of Fraud Prevention Policy of HURL.
		k) Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India.
		I) Declaration on Local Content (Preference to Make in India).
		m) Any other document asked for in the Bidding Documents.
		Price Bid:
		The Price bid is to be submitted in the BOQ provided in the Tender at <a href="https://eprocure.gov.in/eprocure/app.">https://eprocure.gov.in/eprocure/app.</a>
		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.		
Bid Prices	Bidders shall quote such that the bid price covers all the Supplier's obligations mentioned in or to be reasonably inferred from the bidding documents including all requirements in accordance with the requirements of the Technical Specifications & Scope of Work. Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents.		
	Bidders shall give a breakdown of the prices in the manner and detail called for in the Bill of Quantity (BOQ).		
Price Basis	Bidders are required to quote price on the price basis as per Scope of Work / stipulated in the SCC.		
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 <b>FIRM</b> price basis and to remain valid during the currency of the Contract.		
EARNEST MO	ONEY DEPOSIT (EMD) / BID SECURITY / GUARANTEE:		
amount as	r shall furnish, as part of his bid, an Earnest Money Deposit in the stipulated in NIT/IFB/Tender Enquiry, in a separate envelope (in case des other than on-line payment) superscribed on the top as under:		
"ORIGINAL EARNEST MONEY DEPOSIT FOR NIT NODATED FOR (NAME OF PACKAGE) DUE ON (DATE OF BID OPENING) FROM			
	The Earnest Money Deposit (EMD) shall, at Bidders option, be submitted in the following forms:		
•	a) electronically by RTGS / NEFT in the account of HURL details as given in subsequent paragraphs		
or			
	orm of Demand Draft in favour of <i>Hindustan Urvarak &amp; Rasayan</i> . Payable at New Delhi.		
or			
c) in the fo	orm of an irrevocable bank guarantee.		
form of E and Proc five (45) the peri Commero Verificati	at of Bid Guarantee (BG) towards EMD shall be in accordance with the EMD included in the bidding documents (Annexure 8 of Section VI (Forms edures)). The BG towards EMD shall remain valid for a period of forty-days beyond the original Bid validity period or beyond any extension in od of Bid validity subsequently requested from any Scheduled / cial Bank recognised by Reserve Bank of India. The Bank Guarantee on Checklist duly filled in as per format given in the Bidding Documents is be submitted. Bidder shall ensure that all the points of check list are a "Yes".		
	Price Basis  Bid Currencies  EARNEST MC  i. The Bidde amount as paid in mo "ORIGINAL FOR FROM  ii. The Earner following a) electron subseque or b) in the form of E and Proceedive (45) the period Commerce Verification also to be		



Requirement in the Bidding Documents, the Earnest Money Deposit of the Joint Venture must be on behalf of all the partners of the Joint Venture.

- iv. Any bid not accompanied by an acceptable Earnest Money Deposit in accordance with the aforesaid provisions shall be rejected by the Employer as being non-responsive and shall be rejected without being opened.
- v. The Earnest Money Deposit shall be forfeited in any of the following circumstances without any notice or proof of damage to the Employer:
  - a) If the Bidder withdraws or varies its bid during the period of Bid validity.
  - b) If the Bidder does not accept the Arithmetical correction of its Bid Price
  - c) If the Bidder refuses to withdraw, without any cost to the Employer, any deviation, variation, additional condition or any other mention anywhere in the bid, contrary to the provisions of bidding documents.
  - d) In the case of a successful Bidder, if the Bidder fails, within the time limit,
    - (i) to sign the Contract Agreement
    - (ii) to furnish the required Security Deposit
  - e) If the bidder / his representatives commit any fraud while competing for this contract pursuant to Fraud Prevention Policy of HURL.
  - f) if the Bidder withdraws/amends, impairs, and derogates from the tender.
- vi. No interest will be payable by the Employer on the said amount covered under Earnest Money Deposit.
- vii. EMD shall be refunded to all the unsuccessful Bidder within thirty days of acceptance of work order by the successful Bidders and no interest shall be payable thereon. EMD of the bidders whose price are not considered to be opened, shall be released/refunded at the earliest but not later than thirty days beyond the award of the subject work.

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

viii. RTGS / NEFT details of HURL as under:

Account Name: Hindustan Urvarak & Rasayan Limited

Account no: 41288344914

IFSC code: SBIN0004803.

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

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

### **Exemption from submission of EMD:**

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

Any bidder seeking EMD exemption **must** mention the same in the on-line bid under



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

Government agencies are also exempted from submission of EMD

### 15.0

**Performance** Security / **Performance** Bank Guarantee (PBG)

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 equivalent to 5 % of the contract price (including GST amount) 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.

Performance Security / Performance Bank Guarantee (PBG) may be submitted in any of the following forms:

- 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 Hindustan Urvarak & Rasayan Limited, 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 recognized by Reserve Bank of India.

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.

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

Performance Security shall be returned after Certification of completion of work and Defect Liability period (if any) by EIC. However, the contractor will have to apply in writing, for refund of the same.

### 16.0

Confirmation of BGs through Structured **Financial** Messaging System (SFMS)/SWIFT While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided in the Special Purchase Conditions.

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

Name of Beneficiary of Bank Guarantee:

Name of the Bank: State Bank of India

Account Name-Hindustan Urvarak & Rasayan Limited



	T	
		Account no-00000038863886798
		IFSC code- SBIN0004803.
		Secured Message Type-SBININBB102
		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
17.0	Ineligibility For Future Tenders	Notwithstanding the provisions regarding forfeiture of Earnest Money Deposit specified above, if a bidder after having been issued the Purchase Order/Contract, either does not accept the Purchase Order/Contract or does not submit an acceptable Performance Security and which results in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of the particular package.  If a bidder after opening of tenders where EMD is 'NIL/Not applicable' or exempted for bidders as per policy guidelines, withdraws its offer
		within the validity period of the offer, then such bidder shall be treated as ineligible for participation in the future tenders issued from HQ for a period of 6 months from the date of withdrawal of the bid.
		If a bidder after having been issued the Notification of Award/Purchase Order of a package where EMD is 'NIL/Not applicable' or exempted for bidder as per policy guidelines, either does not accept the Notification of Award/Purchase Order or does not submit an acceptable Performance Security pursuant to ITB Clause titled 'Performance Security', and which result in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of this particular package.
18.0	Validity of Bids (Techno-	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.
	Commercial Bid and Price Bid)	In exceptional circumstances, EMPLOYER may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing by post or email or by telefax followed by post confirmation. If a Bidder accepts to extend the period of bid validity, the validity of Earnest Money Deposit shall also be suitably extended. A Bidder may refuse the request without forfeiting its Earnest Money Deposit. A Bidder granting the request will not be required nor permitted to modify its bid.
19.0	Nil Deviation	No deviation, whatsoever, is permitted by EMPLOYER to any provision of Bidding Documents. The Bidders are advised that while making their Bids and quoting prices, all conditions are appropriately taken into consideration. Bidders shall certify their compliance to the complete Bidding Documents as per Certificate at Annexure 4 of Section VI (Forms



		and Procedures).
		In case the Products and/or Services offered do not meet the technical requirements, the bid shall be rejected as Technically non-responsive.
		Bidders may note that in case the Bidder refuses to withdraw additional conditions/deviations/variations/exception, implicit or explicit, found anywhere in the techno-commercial bid, the bid shall be rejected as Technically non-responsive.
		Bidders may also note that any deviation/variation in any form in the Price Bid shall result in forfeiture of EMD.
20.0	Format and Signing of Bid	The bid including all documents uploaded in the on-line bid shall be digitally certified by a duly authorised representative of the Bidder to bind him to the contract using Class II or Class-III digital signature (in the name of designated individual with Organisation name). The Digital Signature shall be as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI) namely Controller of Certifying Authorities (CCA) of India.
		Notarised copy of an authorisation letter/power of attorney indicating that the person signing the bid has the authority to sign the bid is to be uploaded as part of the Techno-commercial Bid. Whenever required by HURL, bidders may have to submit the above notarized authorisation letter/power of attorney in physical form.
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	The Bidder shall furnish, as part of his bid, an Earnest Money Deposit in the amount as stipulated in NIT/IFB/Tender Enquiry, in a separate envelope (in case paid in modes other than on-line payment) superscribed on the top as under:  "ORIGINAL EARNEST MONEY DEPOSIT FOR NIT NO.
		DATED FOR (NAME OF PACKAGE) DUE ON (DATE OF BID OPENING) FROM(NAME OF THE BIDDER)."
21.2	ON-LINE	Bid along with all the documents should be submitted in the electronic form only through e-Tendering system.
		Any revision or amendment in bid shall be possible only up to the due date and time of submission of tender.
21.2.1	Techno-Com	mercial Bid



(A)	COVER TYPE – FEE	MSEs seeking exemption and benefits should enclose/upload in e-tender portal an attested/self-certified copy of registration certificate as a part of his bid, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.	
(B)	COVER TYPE	The bi	dders shall upload documents in compliance to the Bidding nents.
	TECHNICAL		ollowing documents are to be furnished by the Bidder as part of echnical Bid:
		a)	Techno Commercial Proposal Bid Form (Enclosed as <b>Annexure-1</b> to Forms and Procedures i.e., Section VI).
		b)	Power of Attorney as per requirement mentioned in NIT.
		с)	Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD) as per format enclosed at <b>Annexure-13</b> of Section VI (Forms & Procedures) of the Bidding documents / MSE Certificate for exemption of EMD.
		d)	Signed, Stamped and Scanned copy of Certificates like Registration Certificate, GST No., PAN No., UDYAM etc.
		e)	Signed, Stamped and Scanned copy of Format for Electronics Payment (Enclosed as <b>Annexure-2</b> to Forms and Procedures i.e., Section VI) and a copy of cancelled cheque.
		f)	Signed, Stamped and Scanned copy of Tender Acceptance Letter & Letter of authorization to submit bid (Enclosed as <b>Annexure-3</b> to Forms and Procedures i.e., Section VI)
		g)	Documents as required in accordance with Qualifying Requirements / Pre-Qualification Criteria (PQC) i.e., Clause 6 of NIT.
		h)	Signed, Stamped and Scanned copy of No deviation Certificate (Enclosed as <b>Annexure-4</b> to Forms and Procedures i.e., Section VI)
		i)	Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director or Legally Authorized Signatory, in the format as enclosed as <b>Annexure-5</b> 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.
		j)	Signed, Stamped and Scanned copy of Form of Acceptance of Fraud Prevention Policy of HURL (Enclosed as <b>Annexure-6</b> to Forms and Procedures i.e., Section VI).
		k)	Signed, Stamped and Scanned copy of Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India. (Enclosed as <b>Annexure-7</b> to



		Forms and Procedures i.e., Section VI).	
		I) Any other document asked for in the Bidding Documents.	
		Note: -	
		Bidders are requested to upload the clearly visible documents only otherwise if not clearly visible then offer shall be liable for rejection without any further communication. The Techno-Commercial Bid should not contain any price content entry. In case, the Techno-Commercial Bid is found to contain any price content, such bid shall be liable for rejection.	
		Checklist of documents to be submitted is enclosed as Annexure-1 to ITB.	
21.2.2	Price Bid	The Price bid is to be submitted in the BOQ provided in the Tender at <a href="https://eprocure.gov.in/eprocure/app.">https://eprocure.gov.in/eprocure/app.</a>	
	(COVER TYPE – FINANCE)	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.	
		Bidders shall necessarily submit the prices on-line in the Bill of Quantity (BOQ) only.	
		For preparation of the "Price Bid", Bidders are expected to take into account the requirements and conditions of the bidding documents. The Price Bid shall be made in the 'BOQ' (excel file) only of Bidding Documents.	
		The rate quoted by the bidder shall be inclusive of all provisions for incidental expenses necessary for proper execution and completion of the work in accordance with the terms & condition of the bidding document.	
		All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the Special Conditions of Contract, on FIRM price basis and to remain valid during the currency of the Contract.	
	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	Bids must be submitted online no later than the time and date stated in the Tender Enquiry/NIT/ on line Tender details.	
	of Bids	The Off-line bid specified in the tender must be submitted to the Employer at the address given in the Special Conditions of Contract	



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



Bidders, whose Techno-Commercial Bid is not substantially responsive, their Technical Bid shall be rejected and their Price bid will also be rejected & shall not be opened and their Earnest Money Deposit shall be returned.

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

The participating bidders will be able to view the bid prices of all the bidders after online opening of Price Bids by Employer on the etender portal.

### 25.0 Clarification on Bids

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

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

# 26.0 Preliminary Examination of TechnoCommercial Bids

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

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

A material deviation, objection, conditionality, or reservation is

(i) that effects in any substantial way the scope quality or performance of the contract.



		(ii) that limits in any substantial way inconsistent with the bidding document the Employers right or the successful bidder's obligation under the contract or	
		(iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.	
		Material deficiencies in the bid may render the bid non-responsive and may lead to the rejection of the bid.	
		EMPLOYER's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by EMPLOYER, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.	
27.0	Evaluation Of Techno- Commercial Bids	EMPLOYER will carry out a detailed evaluation of the Techno-Commercial bids (of the qualified bidders shortlisted as above) previously determined to be substantially responsive in order to determine whether the technical and commercial aspects are in accordance with the requirements set forth in the bidding documents. In order to reach such a determination, EMPLOYER will examine and compare the technical and commercial aspects of the bids on the basis of the information supplied by the bidders. Bidder may note that no deviation, whatsoever, is permitted by EMPLOYER to any provisions of Bidding Documents.	
		In case the Bidder refuses to withdraw additional conditions/deviations/variations/exception, implicit or explicit, found anywhere in the bid in respect of techno-commercial requirements of the bidding documents, without any financial implication whatsoever to the Employer, the bid shall be rejected as technically non-responsive. Product(s) and/or service(s) not meeting the specified technical requirements & scope work, shall be rejected.	
28.0	Preliminary Examination of Price Bid	The Employer will examine the Price bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.	
		In case any additional conditions/deviations/variations/exception, implicit or explicit, is found anywhere in the Price bid, the Earnest Money Deposit shall be forfeited.	
29.0	Discrepancies in Bid	In case of discrepancies in the bid, the following will be adopted to correct the discrepancies for Arithmetical for the purpose of evaluation.	
		a) In case of discrepancy between unit price in figures and words, the unit price words will be considered as correct.	
		b) In case of discrepancy between unit price and total price, the unit price will be considered as correct.	
		d) In case of discrepancy between unit price and total price, which is obtained by multiplying the unit price and quantity, or between	



		sub-totals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly.		
30.0	Evaluation Criteria	The evaluation criteria specified in Special Conditions of Contract (SCC) shall over-ride all other similar related clauses appearing elsewhere in the bidding documents.		
		The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this Bidding Document.		
31.0	Evaluation of Bids	a) The Employer shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.		
		b) To evaluate a Bid, HURL shall only use all the criteria and methodologies defined in this document.		
		c) To evaluate a Bid, HURL shall consider the following:		
		<ul> <li>The bid price as quoted as per Bill of Quantity (BOQ)</li> <li>Price adjustment for correction of discrepancy.</li> <li>Price adjustment due to Price Preference, pursuant to ITB clause</li> </ul>		
		<ul> <li>4.0, if applicable</li> <li>Price adjustment due to Price Preference due to any other condition specified in Special Purchase Condition.</li> <li>Price adjustment due to application of the evaluation criteria.</li> </ul>		
32.0	Contacting the Employer	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.		
		Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.		
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	If required, HURL may place separate Orders for supplies and Services.		
-	•			



	of Contract	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:
		<ul><li>(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</li></ul>
		(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;
		(b) will reject a bid for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
		(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract of the Employer.
38.0	Fraud Prevention Policy	The Bidders/ Service Providers/ Vendors/ Consultants etc. shall strictly adhere to the Fraud Prevention Policy of HURL displayed on its website http://www.hurl.net.in and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities and immediately apprise HURL of the fraud/suspected fraud as soon as it comes to their notice. A certificate to this effect shall be furnished by the bidder along with his bid, in relevant attachment as per format



39.0	Indian Agents	enclosed (Annexure 6 of Section VI (Forms and Procedures)) with the Bidding Document.  If in terms of above policy, it is established that the bidder/his representatives have committed any fraud while competing for this contract then the Earnest Money Deposit shall be forfeited.  In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product.  If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit bid on behalf of another Principal/OEM in the same tender for the item/product.
40.0	Transfer of Bid	a. Transfer of Bidding documents is not permissible.
	Documents	b. Documents purchased / downloaded by the intending bidders cannot be transferred.
41.0	Restrictions on procurement from a Bidder of a country which shares a land border with India	<ul> <li>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.</li> <li>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.</li> </ul>
		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.
		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.
		<ul> <li>ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.</li> <li>iii. "Sub-contractor" (including the term 'Sub-vendor'/Sub-supplier' in certain contexts) means any person or firm or company, every</li> </ul>



- 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.
- 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.
  - a) An entity incorporated, established, or registered in such a country; or
  - b) A subsidiary of an entity incorporated, established, or registered in such a country; or
  - c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or
  - d) An entity whose beneficial owner is situated in such a country; or
  - e) An Indian (or other) agent of such an entity; or
  - f) A natural person who is a citizen of such a country; or
  - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- v. The beneficial owner for the purpose of clause "iv" above will be as under:
  - 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.

### Explanation-

- 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.
- 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.
- 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.
- 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.



42.	HURL right to assess the capabilities and capacity of Bidder  Important Note	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.  HURL reserves the right to assess the capabilities and capacity of the Bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of HURL.  The Special Conditions of Contract (SCC) will supersede any other related conditions anywhere else in the Bidding Documents and will
		<ul> <li>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.</li> <li>vi. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</li> <li>vii. In regard to "Restrictions on procurement from a Bidder of a</li> </ul>
		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.



### Annexure-1 to ITB

### **Checklist of documents to be submitted:**

Sr. No.	Item	Yes / No
1	Techno Commercial Proposal Bid Form (Enclosed as <b>Annexure-1</b> to Forms and Procedures i.e., Section VI).	
2	Power of Attorney as per requirement mentioned in NIT.	
3	Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD) as per format enclosed at <b>Annexure-13</b> of Section VI (Forms & Procedures) of the Bidding documents / MSE Certificate for exemption of EMD.	
4	Signed, Stamped and Scanned copy of Certificates like Registration Certificate, GST No., PAN No., UDYAM etc.	
5	Signed, Stamped and Scanned copy of Format for Electronics Payment (Enclosed as <b>Annexure-2</b> to Forms and Procedures i.e., Section VI) and a copy of cancelled cheque.	
6	Signed, Stamped and Scanned copy of Tender Acceptance Letter & Letter of authorization to submit bid (Enclosed as <b>Annexure-3</b> to Forms and Procedures i.e., Section VI).	
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 <b>Annexure-4</b> to Forms and Procedures i.e., Section VI).	
9	Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director or Legally Authorized Signatory, in the format as enclosed as <b>Annexure-5</b> to Forms and Procedures i.e., Section VI to Bidding Document shall be furnished certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof.	
10	Signed, Stamped and Scanned copy of Form of Acceptance of Fraud Prevention Policy of HURL (Enclosed as <b>Annexure-6</b> to Forms and Procedures i.e., Section VI).	
11	Signed, Stamped and Scanned copy of Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India. (Enclosed as <b>Annexure-7</b> to Forms and Procedures i.e., Section VI).	
12	Signed, Stamped and Scanned copy of Declaration on Local Content (Preference to Make in India). (Enclosed as <b>Annexure-14</b> to Forms and Procedures i.e., Section VI).	
13	Any other document asked for in the Bidding Documents	



<u>Note</u>: Failure to Upload Authentic and Correct Documents as mentioned at Sr. No. 1 to 13 (except Sr. No. 5) above would lead to Rejection of Techno- Commercial Bid. Price Bids shall be opened only of those bidders who are qualified and whose techno-commercial bids are acceptable.



## A Instructions for Online Bid Submission

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

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

### 1.0 REGISTRATION

- 1.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- **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.
- **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.
- **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.
- **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.
- **1.6** Bidder then logs in to the site through the secured login by entering their user ID / password and the password of the DSC / e-Token.

### 2.0 SEARCHING FOR BIDDING DOCUMENTS

- 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.
- **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.

**2.3** The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

### 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 understandthe 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.

Bidder should prepare the EMD as per the instructions specified in the Bidding Document. In case the EMD is submitted through DD/BG, the original should be posted/couriered/given in person to the concerned official, so as that it reaches to the concerned official latest by the last date and time of bid submission or as specified in the Bidding Documents.

**4.4** Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a



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.

- **4.5** The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- **4.6** All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology.
- 4.7 Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded Bidding Documents become readable only after the tender opening by the authorized bid openers.
- **4.8** The uploaded Bidding Documents become readable only after the tender opening by the authorized bid openers.
  - 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.
- **4.9** The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- **4.10** The 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.
- **4.11** The Bidder is permitted to withdraw his Bid before the last



date of Bid submission and time through the CPP Portal. The bidder should provide the supporting reasons for bid withdrawal and attach the supporting letter to the Purchaser.

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

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

## B. Reverse Auction

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

- ➤ 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,
  - 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 offeredprice.
  - 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.
- **1.** Tender Cum Auction is a combination of Tender Followed by Reverse Auction. It is also called as eRA.

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

The Reverse Auction will be normally initiated after Opening of Price Bids. There willbe 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.

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.

The Techno-commercially qualified bidders will receive Auction information through SMS & email. The participating bidders get an opportunity to revise their prices (reduce in case of Reverse Auction). It allows bidders multiple opportunities to offer a price.

- 2. The lowest value quoted by the bidder will become the auction start price for auction and the participant bidders have to quote below the auction price.
- The Bidder would be allowed to bid lower than the opening price of auction in multiples of the decrement value mentioned in <u>para 5.</u> However, bidder can only bid lower thanthe Lowest Bid.
- 4. The auction will be done on bid value (to be provided by bidder) which will be derivedbased upon cost as mentioned in para below. It is inclusive of any taxes, etc.
- 5. The minimum decrement value will be Rs. 10,000.00 as mentioned in **clause VII** below. The reduction shall have to be made as per decrement value or in multiple thereof.
- **6.** Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:
  - a) Current Bid Price in the Auction.
  - b) Start Price.
  - c) Decrement value.



- At no point of time will any bidder see the names of other bidders, or the prices of bidders other than the lowest bid.
- 7. In case of Reverse Auction, in order to displace a standing lowest bid and to become "L1", a bidder can offer a minimum bid decrement or in multiples of decremental valueup to above Max Seal %.

### For example:

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

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



- 17. Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned.
- 18. All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder against that site and acceptance of the same by HURL will form a binding contract between HURL andthe bidder for entering into a contract.
- 19. If the lowest price received during reverse auction is unreasonable or it is unacceptableon ground of being too high compared with estimated price, the HURL management reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable, HURL may not accept such bid and may go for another tender process.
- 20. In case of disruption of service at the service provider's end while the RAP is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be the 'Start Bid' price for the restarted RAP. The prices quoted in the prematurely ended RAP will be binding on all the bidders for consideration if the restarted RAP does not trigger within the stipulated time.
- 21. However, if Reverse Auction does not lead to any bid, HURL shall reserve the right to award the job based on the lowest prices quoted in online commercial bid.
- 22. The successful bidder needs to submit the revised BOQ in line with price quoted by him in reverse auction. The ratio of percentage decrease in cost of each item of BOQ component shall be same as the overall percentage reduction in the bid value originally quoted by successful bidder and final L1 value quoted by successful bidder.
- 23. The detailed Break-up of offered cost, provided by the successful bidder shall be considered and order, if placed, shall be with the same break-up of prices. Thesuccessful bidder(s) after reverse auction will be responsible to ensure that the rate as per the breakup of prices provided by him after the reverse auction and total value offered by him in the reverse auction are in same proportion. In no case the price of individual item can exceed the price arrived at after RA as per procedure brought out above. The successful bidder willnot be allowed to increase the rate of any component while submitting the breakup. While giving the breakup, the successful bidder will have to consider same rate of taxes as



quoted while submitting the commercial bid. In case the successful bidder(s) fail(s) to submit the final BoQ within 3 days or the breakup given by bidder does not match with total offered price, the HURL will be at liberty to place order by proportionately reducing the component rates on basis of the breakup of the e-auction bid submitted by the successful bidder along with the initial offer and the same will be binding on the successful bidder. All calculations will be done up to two decimal places. In no case the total amount of the revised BOQ to be higher than the amount received after RA. In case the amount with revised BOQ exceeds the amount received after reverse Auction, then rounding off (in the decimal places) in the unit rates shall be done in a manner that the total value does not exceed the total RA price. Such derived rates shall be binding on the successful Bidder.
Bidders must apprise themselves of the applicable guidelines for submission of and uploading of bids etc. on CPP website.

### **HINDUSTAN URVARAK & RASAYAN LIMITED**

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



**SECTION - III** 

GENERAL CONDITIONS OF CONTRACTS
(GCC)



1

## The Special Conditions of Contracts (SCC) will supersede any related condition anywhere in the Bidding Documents and will prevail for evaluation / finalization of the tender.

### Definitions & Terminology

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

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

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

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

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

"GCC" means the General Conditions of Contract hereof.

"SCC" means the Special Conditions of Contract.

"Day" means calendar day of the Gregorian Calendar.

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

"Month" means calendar month of the Gregorian Calendar.

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

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

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



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

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

"Local Currency" means the currency of the Government of India.

"Government" means the Government of the Owner's country i.e., INDIA.

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

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

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

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

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

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

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

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

## Order of the precedence of the

2

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



	Documents	a whole.
		The order of precedence of documents shall be as under:
		a) Contract Agreement and the Appendices
		b) Purchase Order/Service Order along with its annexures.
		c) Amendment to Bidding Documents
		d) Special Conditions of Contract
		e) Technical Specifications including Scope of Work
		f) General Conditions of Contract
		g) The Bid and BOQ submitted by the Supplier
		h) Instructions to bidders
		An amendment issued after issue of Contract shall take precedent over the formal Contract and all other contract documents.
		In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Documents are listed above.
		Any error in description, quantity, or rate in Bill of Quantity (BOQ) or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Works comprised therein according to drawings and specifications or from any of his obligations under the Contract.
3	Singular and Plural	The singular shall include the plural and the plural the singular, except where the context otherwise requires.
4	Headings	The headings and marginal notes in the General Conditions of Contract are included for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.
		Heading and marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.
5	Communications and Notices	Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the Authorized Representatives named in the Contract.
		A notice shall be effective when delivered or on the notice's effective date, whichever is later.
		A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.
6	Governing Laws	The Contract shall be governed by and interpreted in accordance with laws in force in India.
		The Courts of Delhi shall have exclusive jurisdiction in all matters arising under the Contract, unless otherwise stated in the SCC.



7	Governing Language	The Contract shall be written in English. All correspondences and documents relating to the Contract shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language, as long as such literature is accompanied by a translation of its pertinent passages in English language in which case, for purposes of interpretation, the translation shall govern.  The English Translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that
		the translation is complete and accurate. Further, translation shall be authenticated by the Indian Consulate located in the Country where the documents have been issued or the Embassy of that Country in India.  The Contractor shall bear all costs of translation to the governing
		language and all risks of the accuracy of such translation.
8	Assignment	Neither the Owner nor the Contractor shall assign, in whole or in part, their obligations under this Contract; except with prior written approval of the Owner.
		Engineer-in-Charge
9	Authorized Representatives	If the Engineer-in-Charge is not named in the Contract, then within fourteen (14) days of the Effective Date, the Owner shall appoint and notify the Contractor in writing of the name of the Engineer-in-Charge. The Owner may from time to time appoint some other person as the Engineer-in-Charge in place of the person previously so appointed, and shall give a notice of the name of such other person to the Contractor without delay. The Owner shall take reasonable care to see that no such appointment is made at such a time or in such a manner as to impede the progress of work. The Engineer-in-Charge shall represent and act for the Owner at all times during the currency of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Engineer-in-Charge, except as herein otherwise provided. All notices, instructions, information and other communications given by the Contractor to the Owner under the Contract shall be given to the Engineer-in-Charge, except as herein otherwise provided.
10	Contractor's Authorised	Contractor's Representative  If the Contractor's Representative is not named in the Contract, then
	Representative	If the Contractor's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Contractor shall appoint the Contractor's Representative and shall request the Owner in writing to approve the person so appointed. If the Owner makes no objection to the appointment within fourteen (14) days, the Contractor's Representative shall be deemed to have been approved. If the Owner objects to the appointment within fourteen (14) days giving the reason therefore, then the Contractor shall appoint a replacement within fourteen (14) days of such objection, and the foregoing



		provisions of this GCC Clause shall apply thereto.
		The Contractor's Representative shall represent and act for the Contractor at all times during the currency of the Contract and shall give to the Engineer-in-Charge all the Contractor's notices, instructions, information and all other communications under the Contract.
		All notices, instructions, information and all other communications given by the Owner or the Engineer-in-Charge to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided.
		The Contractor shall not revoke the appointment of the Contractor's Representative without the Owner's prior written consent, which shall not be unreasonably withheld. If the Owner consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out in above GCC Clause.
		The Contractor's Representative may, subject to the approval of the Owner (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Contractor's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Owner and the Engineer-in-Charge.
		Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with the above GCC Clause shall be deemed to be an act or exercise by the Contractor's Representative.
11	Relation between the Parties	Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Owner and the Contractor. The Contractor, subject to this Contract, has complete charge of Personnel and Sub-Contractors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
12	Location	The Services shall be performed at such locations as are specified in the Contract and, where the location of a Special task is not so specified, at such locations as the Owner may approve.
13	Taxes & Duties	Contractor shall bear all tax liabilities, duties, Govt. levies etc. on account of payments made under this Contract. It shall be the responsibility of the Contractor to submit to the concerned Indian authorities the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.
		It shall be incumbent upon the Contractor to obtain a registration certificate as a dealer under GST Law, and other law(s) relating to levy of tax, duty, cess etc. and necessary evidence to this effect shall be



furnished by the Contractor to the Owner.

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

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

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

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

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

In case the Contractor is from outside India, it shall be required to either furnish (i) the certificate from Indian Tax Authority or (ii) Ruling from "the Authority for Advance Ruling (AAR)" determining the applicable rate of Income Tax in India before release of first payment.

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

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

## 14 Effectiveness of Contract

The Contract shall come into force and effect on the date, called the "Effective Date", of the Owner's notice to the Contractor instructing the Contractor to commence carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, as specified in the SCC have been met or as mentioned elsewhere in the tender document.

### 15 **Effective Date**

The date the Contract comes into effect shall be as specified in the SCC.



16	Commencement of Services	The Contractor shall commence carrying out the Services not later than the number of days after the Effective Date as specified in the SCC.
17	Modifications or Changes or Amendment	No Modifications or changes or amendment or other variation of the Contract (Purchase Order / Service Purchase) shall be effective unless it is in writing, is dated, expressly refers to the Purchase Order / Service Order, and is signed by a duly authorized representative of Employer and accepted by the Contractor.
18	Contract Price	The Contract price, other than GST, shall remain FIRM throughout the contract period and will NOT be subject to adjustment for price escalation during the performance of the Contract until unless specified otherwise in the SCC.
19	Severability	If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
20	Standard of Performance	The Contractor shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Owner, and shall at all times support and safeguard the Owner's legitimate interests in any dealings with Sub Contractors or Third Parties.
21	Conflict of Interests	The Contractor shall hold the Owner's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
22	Confidentiality	The Owner and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data, and other information it receives from the Owner to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this clause of GCC.
23	Limitation of Liability	HURL shall in no way be responsible for any liabilities arising out of the Contractor's Contractual obligations with the Contractor's personnel, experts, engineers, sub-Contractors, licensors, collaborators, vendors, or subsidiaries. Similarly, the Contractor shall in no way be responsible for any liabilities arising out of HURL's personnel, sub-Contractors, licensors,



		collaborators, vendors, or subsidiaries.
		The Contractor and HURL both agree that each shall assume full risk of damages or injury to its own properties, employees and representatives caused by any act or omission to act by their respective employees or representatives, during the performance of this Contract.
		Except in cases of criminal negligence or wilful misconduct,
		(a) Neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and
		(b) The aggregate liability of the either party to the other party, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.
		Notwithstanding anything contained hereinabove, the aggregate liability of the Employer to the Contractor shall not exceed the Total Contract Price, less payments already released to the Contractor, if any.
24	Liability of the Contractor	The Contractor shall be, liable to and required to indemnify, the Owner as stated under for due performance of the Contract.
		The Contractor shall indemnify the Owner from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Owner during or in connection with the Services by reason of:
		(a) infringement or alleged infringement by the Contractor of any patent or other protected right; or
		(b) plagiarism or alleged plagiarism by the Contractor.
		The Contractor shall ensure that all goods and services (including without limitation all computer hardware, software, and systems) procured by the Contractor out of funds provided or reimbursed by the Owner or used by the Contractor in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.
25	Insurance to be	The Contractor
	taken out by the Contractor	(a) shall take out and maintain, and shall cause any Sub-Contractors to take out and maintain, at their (or the Sub-Contractors', as the case may be) own cost, but on terms and conditions approved by the Owner, during the performance of the Contract, the insurance



		against the risks, and for the coverage as specified in the SCC; and
		(b) at the Owner's request, shall provide evidence to the Owner showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
26	Contractor's Actions Requiring	The Contractor shall obtain the Owner's prior approval in writing before taking any of the following actions:
	Owner's Prior Approval	(a) any subcontract relating to the Services to an extent and, with such specialists and entities as may be approved as
		(b) any other action that may be specified in the SCC.
		Notwithstanding any approval as above, the Contractor shall remain fully liable for the performance of Services by the Sub-Contractor and its Personnel and retain full responsibility for the Services.
27	Assistance and	The Owner shall use its best efforts to ensure the following:
	Exemptions	(a) To ensure the accuracy of all information and/or data to be supplied by the Owner to the Contractor necessary for performance of the Contract, except when otherwise expressly stated in the Contract.
		(b) issue to officials, agents, and representatives of the Owner all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
		(c) provide to the Contractor, Sub-Contractors, and Personnel any such other assistance as may be specified in the SCC.
28	Payment Terms	General
		In consideration of the Services performed by the Contractor under this Contract, the Owner shall make to the Contractor such payments and in such manner as stated below:
		Payments will be made in the currency or currencies in which the Contract Price has been stated in the Contractor's bid i.e., INR.
		No payment made by the Owner herein shall be deemed to constitute acceptance of the Services nor relieve the Contractor of any obligations.
		Modes of Billing and Payment
		All the invoices of payment shall be supported by necessary Documents and submitted in quadruplicate for the certification of Engineer-in-Charge for which he will require a maximum time of fifteen (15) days before the same are submitted for processing the payment of amount admitted.
		The Owner shall pay to the Contractor all the admissible payments within thirty (30) days of certification of the Engineer-in-Charge of the amount payable for the services.
		Contractor shall furnish the details of Bank Account in the prescribed format along with Bid in order to facilitate the Owner to release Payments electronically through Electronic Fund Transfer system wherever technically feasible. The Contractor shall hold the Owner



		harmless & Owner shall not be liable for any direct, indirect or consequential loss or damage sustained by the Contractor on account of any error in the information or change in Bank details provided to the Owner in the prescribed form without intimation to Owner duly acknowledged.
29	Early Warning	If at any time during performance of the Contract, the Contractor or its Sub-Contractors should encounter events, circumstances conditions that may adversely affect the quality of the work, increase the cost of Services or delay the execution of the Services, the Contractor shall promptly notify the Owner in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor's notice, the Owner shall evaluate the situation, and the Contractor shall cooperate with the Owner in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.
30	Extension of the Intended Completion Date	In the event the Contractor is unable to complete the assignment by the Intended Completion Date it may request the Owner to extend the Intended Completion Date giving reasons. The Owner may extend the Intended Completion Date if the reasons given by the Contractor, including prior review where necessary, are found acceptable. The Owner shall, however, decide by how much to extend the Intended Completion Date.
31	Good Faith	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
32	Liquidated Damage (LD) for Delay	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.
		In case of amendment in the contract value, the limiting value of the Liquidated damages shall be 5% of the amended Contract Value.
		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.
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 (5%) of the Contract Price including GST with an initial validity up to ninety (90) days beyond the completion date for work plus defect liability period (if any), for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer as mentioned below.
		CPG may be submitted in any of the following forms:
		a) crossed Demand Draft / Bankers cheque drawn in favour of HURL Payable at New Delhi.
		b) An irrevocable Bank Guarantee as per the HURL standard format from any Nationalized bank / Scheduled Bank as acceptable to HURL as per list enclosed.
		Failure of the supplier to submit the above-mentioned Contract Performance Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
		No interest shall be payable by the Employer to the Contractor against the Security Deposit furnished.
		Performance Security shall be returned after Certification of completion of work by EIC. However, the contractor will have to apply in writing, for refund of the same.
35	Force Majeure	Neither CONTRACTOR nor OWNER shall be considered in default in the performance of their obligations under CONTRACT, as long as such performance is prevented or delayed for reasons such as, including but not limited to, whether similar of 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 or indirect) in obtaining materials, or in any SUB-CONTRACTOR/VENDOR or worker performing any WORK or any other delay, default or failure (financial otherwise) attributable 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 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.  FORCE MAJEURE shall not apply to any obligation of the OWNER to make payments to the CONTRACTOR under the contract.
36	No Breach of Contract	The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
37	Measures to be Taken on Force Majeure	A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
		A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
		Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
		During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor, upon instructions by the Owner, shall either:
		(a) demobilize, in which case the Contractor shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Owner, in reactivating the Services; or
		(b) continue with the Services to the extent possible, in which case the Contractor shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
38	Suspension	The Contractor shall, on receipt of the order in writing of the Engineer- in- Charge, suspend the progress of the Works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary for any of the following reasons:
		(i) On account of any default on part of the Contractor.



(ii) for proper execution of the Works or part thereof for reasons other than the default on the part of the Contractor.

or

(iii) for safety of the Works or part thereof, for reasons other than those attributable to the Contractor.

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

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

If such suspension of WORK by OWNER delays or is likely to delay the progress of WORK or the carrying out of WORK under CONTRACT resulting in additional expenses or increased liability to CONTRACTOR, the OWNER shall pay to the CONTRACTOR all reasonable expenses, mutually agreed between OWNER and CONTRACTOR, arising from suspension of the work by an order in writing of the OWNER provided that such suspensions of work is more than a cumulative period of ninety (90) days and provided that such suspension is not due to some fault on the part of the CONTRACTOR or a SUBCONTRACTOR.

### 39 Termination for Default

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

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

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

For the purpose of this Sub-Clause:

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

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to



		the detriment of the Owner and includes collusive practice among Contractors (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition.
40	Termination for Insolvency	The Owner and the Contractor may at any time terminate the Contract by giving notice to the other party if:
		(a) the Owner becomes bankrupt or otherwise insolvent.
		(b) the Contractor becomes (or, if the Contractor consist of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or
		(c) in such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.
41	Termination for Convenience	The Owner, by notice sent to the Contractor, may in its sole discretion and for any reason whatsoever, terminates the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Owner's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.
		In event of termination of Order/Contract, the Employer shall pay to the Supplier/Contractor the Contract Price, properly attributable to the works/supplies executed by the Supplier/Contractor as on the date of termination. However, any sums due to the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Order/Contract.
42	Termination because of Force Majeure	The Owner and the Contractor may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
43	Cessation of Services	Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clauses 39 to 42, the Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.
44	Payment upon Termination	Upon termination of this Contract pursuant to GCC Clauses to 39 to 42, the Owner shall make the payments to the Contractor for Services satisfactorily performed prior to the effective date of termination.
45	Disputes about Events of Termination	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.

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.

### 46 Settlement Disputes

### of Adjudicator

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

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

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

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

### **Arbitration**

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



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

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

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

- a) President, Institution of Engineers in case of an Indian Contractor.
- b) President, International Chambers of Commerce, Paris in case of a Foreign Contractor.

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

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

Arbitration proceedings shall be conducted

- (i) in accordance with the following rules of procedure:
  - a) In case of a foreign Contractor, the arbitration proceeding shall be conducted in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976.
  - b) In case of an Indian Contractor, adjudication/Arbitration proceedings shall be conducted in accordance with Indian Arbitration and Conciliation Act 1996. In case the Indian Contractor is an Indian Public Sector Enterprise/Government Department (but not a State Govt. Undertaking or Joint Sector Undertaking which is not a subsidiary of Central Govt. Undertaking), the dispute arising between the Owner and the Contractor shall be referred for resolution to a Permanent Arbitration Machinery (PAM) of the Department of Public Enterprises, Government of India.
  - c) In case of a foreign collaborator/associate of the Contractor, the arbitration proceedings shall be conducted in accordance with the United Nation Commission on International Trade Law



		(UNCITRAL) Arbitration Rules of 1976.
		(ii) in New Delhi, India (Place for Arbitration)
		(iii) in the language in which this Contract has been executed.
		The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.
47	Fraud Prevention Policy	The Supplier along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall strictly adhere to the Fraud Prevention policy of the Employer displayed on its tender website http://www.hurl.net.in.
		The Supplier along with their associate / collaborator / subcontractors /
		sub-vendors / consultants / service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of the Contract (Purchase Order/Service Order).
		The Supplier shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.
48	Risk purchase	In the event Contractor fails to execute the services in scheduled completion period, HURL reserves the right to get the job executed from any other source at the Contractors risk and cost and the difference in cost shall be borne by the Contractor.
		Further, HURL shall retain the right of forfeiture of Performance Security and or any other action as deemed fit.

### IMPORTANT NOTE

The Special Conditions of Contract will supersede any other related conditions anywhere in the tender documents and will prevail for evaluation / finalization of the tender.

### **HINDUSTAN URVARAK & RASAYAN LIMITED**

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



**SECTION - IV** 

SPECIAL CONDITIONS OF CONTRACTS (SCC)

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

SCC Clause	Reference Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract or additional clauses
1.	Type of Tender	Single stage two envelope.
2.	Qualifying Requirements / Pre- Qualification Criteria (PQC)	As per clause 6.0 of Section 1 i.e., NIT (Notice Inviting Tender).
3.		Schedule of price bid / BOQ in the form of BOQ_XXXX .xls is provided along with this tender document at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> .
	Price Bid/ BOQ	Bidders are advised to upload the same in the commercial bid. Bidder shall not tamper/modify download price bid template in any manner. In case if the same is found to be tampered / modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing business with HURL.
		The quoted basic rate shall be inclusive of taxes duties, levies including any other incidental charges applicable for the complete Scope of Work excluding GST.
		The Bidder shall also quote rate of GST applicable which shall be paid extra as per the provisions of Clause 6 (i.e., Taxes and Duties) of SCC.
		HURL reserve the rights to get any of the activity of the BOQ executed from the bidder as per the requirement and same shall be binding in the bidder.
		Bidders are required to quote for all the items of the BOQ.
		Note:. BOQ (Bill of Quantity) and SOR (Schedule of Rates) shall have the same meaning.
4.	Bid Evaluation	Pre-Qualification Evaluation HURL, by the examination of Techno-Commercial Bid, will determine to its satisfaction whether the participating bidders are qualified to satisfactorily perform the contract in terms of Pre- Qualification Criteria stipulated in clause 1 of SCC.  An affirmative determination of meeting the Pre- Qualification Criteria will be a prerequisite for further evaluation of Techno-Commercial bid. A negative determination will result in rejection of the Bidder's Techno-Commercial Bid in which event HURL will not open the Price Bid of the concerned bidder and his EMD shall be returned.  Technical Bid Evaluation
		Bids shall be scrutinized on Techno-Commercial parameters based on the documents as mentioned in Annexure-1 to ITB. Bidders are required to submit

fully compliant bid. The bidders are required to furnish no deviation certificate in conformity to same. The bidder who has not submitted / furnished such certificate, their price bid shall not be opened. The PRICE BID shall be opened only of those bidders whose bid would have been considered technocommercially accepted. Conditional bid will not be accepted.

### **Price Bid Evaluation**

Price bid(s) of the bidder(s) shall be evaluated on the basis of SUM-TOTAL of bidder's quote for all the items in **BOQ/SOR** including GST amount.

The lowest evaluated price of the technically qualified bidder shall be considered for award.

The lowest evaluated price of the technically qualified bidder shall be considered for initiating of Reverse Auction (RA) Process and the Lowest Received Price of the bidder after the completion of Reverse auction shall be considered for award.

Reverse Auction (RA) Process shall be conducted on the total quantity of BOQ

The financial comparison for selection of Lowest (L-1) Bidder after reverse auction shall be done based on the total derived price of all the items mentioned in BOQ/SOR . The aggregate amount will be worked out as total derived price of all items of BOQ , shall be considered for evaluation and award.

The L1 bidder needs to submit the revised total amount in reverse auction

The successful bidder for each zone needs to submit the revised BoQ in line with price quoted by him in reverse auction. The ratio of percentage decrease in cost of each component shall be same as the overall percentage reduction in the bid value originally quoted by successful bidder and final L1 value quoted by successful bidder after reverse auction.

The detailed Break-up of offered cost, provided by the successful bidder shall be considered and order, if placed, shall be with the same break-up of prices. The successful bidder after reverse auction will be responsible to ensure that the rate as per the breakup of prices provided by him after the reverse auction and total value offered by him in the reverse auction are in same proportion. The successful bidder will not be allowed to increase the rate of any component while submitting the breakup. While giving the break up, the successful bidder will have to consider same rate of taxes as quoted while submitting the commercial bid. In case the successful bidder(s) fail(s) to submit the final BoQ within 3 days or the break up given by bidder does not match with total offered price, the HURL will be at liberty to place order by proportionately reducing the component rates on basis of the breakup of the final bid after negotiation for each zone submitted by the successful bidder along with the initial offer and the same will be binding on the successful bidder.

However, if Reverse Auction does not lead to any bid, HURL shall reserve the right to award the job based on the lowest prices quoted in online commercial bid.

Schedule of price bid / BOQ in the form of BOQ\_XXXX.xls is provided along with this tender document at https://eprocure.gov.in/eprocure/app.

Bidders are advised to upload the same in the price bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered / modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with HURL.

The quoted rate/amount shall be inclusive of taxes duties, levies including any

	other incidental charges applicable for the complete Scope of Work excluding GST. GST shall be quoted separately in the BOQ under relevant column heading. The total amount in the BOQ shall be the sum total for the price quoted under various headings.
	The GST shall be paid extra as per the provisions of Clause 6 (i.e., Taxes and Duties) of SCC.
	Note: BOQ (Bill of Quantity) and SOR (Schedule of Rates) shall have the same
	meaning.

		The contract will be awarded to the bidders based on lowest total evaluated value for total item wise, at final Negotiated rates of L1 and as per rules in vogue or MSE/MII bidders.
		HURL reserves the right to negotiate price and other terms & conditions with L1 bidders.
		Bidder shall be considered for award considering following:
		a) BENEFITS TO MSE criteria mentioned at clause 4.0 of Instruction to Bidders.
_	Award Criteria	The lowest received price of the bidder after the negotiation shall be considered for award on L1 bidder.
5.		HURL reserves the right to negotiate price with L1 bidder.
	Contract Price	Contract Price shall be total amount excluding GST.
6.	Contract Fine	The basic price quoted by bidders will not be subject to any Escalation/De- escalation
7.	Taxes and Duties	The Basic rate shall include all taxes, duties, royalties and other statutory levies leviable at present but exclusive of GST applicable on the BOQ activities.
		GST shall be paid by the owner at actuals limited at the rate quoted by bidder in the BOQ, on submission of documentary evidence.
		Bidder must quote the applicable rate of GST in the BOQ. If the bidder quotes Zero "0" or keep the same blank in the Applicable GST rate in the BOQ, the GST amount would be deemed to be included in the rate quoted by the bidder in the BOQ.
		The contractor shall indemnify the Company against levy of any taxes/charges etc., imposed by the Govt. or any authority which are in existence at the time

		of submission of tender and also future statutory levies and the Contractor failed to deposit the same. The Company shall have the right to recover the
		total amount of tax so assessed including litigation expenses from contractor's bills / security deposit.
		GST payment applicable at the time of awarding the contract shall be subject to any change in GST law in future.
8.	Payment Terms & Documents required for Payment	As per clause 2.15 of Section V i.e., Technical Specifications/Scope of Work.
9.	Defect Liability Period	Bidder shall guarantee the satisfactory performance of the machines/equipment/items for a minimum period of 12 months from the date of commissioning
10.	Effective Date GCC CLAUSE 14 & 15	Effective Date of contract shall be the date of Letter of Award / Purchase Order.
11.	Contract Period	Period of supply will be 08 months from the date of release of Purchase Order & commissioning date will be 10 months from the date of release of Purchase Order.
12.	Signing of Contract Agreement	Acceptance of Purchase order shall be deemed to constitute the contract agreement.
13.	NOTICE OF DEFAULT	In the event of any default by either party hereto, in respect of any of its obligations and responsibilities under the Contract, the party not in default shall give notice in writing to the other party calling upon it to rectify such default. Should the party in default does not rectify such default within a period of thirty (30) days of the receipt thereof within the said period, the other party shall be entitled to treat it as a breach of Contract and notice to that effect shall be given forth with.
14.	Quantity Variation	Not Applicable 1. The Quantity mentioned in the BOQ is tentative and is not binding on the Owner. The quantity to be executed shall be as per instruction of the owner.  Note: The limiting value may vary up to +30% at the discretion of HURL subject to approval of competent authority.
15.		If a tenderer resorts to any frivolous, malicious, or baseless complaints/allegations with an intent to hamper or delay the tendering process or resorts to canvassing / rigging/influencing the tendering process, HURL reserves the right to debar such tenderer from participation in the future tenders up to a period of 2 years.
16.		Bidders must before submission of their Bids, acquaint themselves with all applicable regulatory and other legal requirements pertaining to insurance and health, safety and environment requirement in India and rules related to

work permit and visa requirements in India or in any way or manner affecting the performance of Scope of Work, the Contractor and the Plant operation and performance including social security, safety, pollution control, permits, licenses, and the other statutory requirements and regulations. The submission of a Bid by the Bidder will be construed as evidence that such an examination was made, and the Bidder shall not raise at any time later any claims/disputes against the Owner and the Owner shall not be liable for the same in any manner whatsoever.

### **HINDUSTAN URVARAK & RASAYAN LIMITED**

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



### **SECTION – V**

### **TECHNICAL SPECIFICATIONS**

(SCOPE OF WORK AND OTHER TERMS & CONDITIONS)



#### 1.0.1 GENERAL DESCRIPTION & SCOPE OF WORK:

Hindustan Urvarak & Rasayan Limited (HURL) herein after referred to as HURL is a Joint Venture Company by Coal India Limited (CIL), NTPC Limited (NTPC) and Indian Oil Corporation Limited (IOCL) as the lead promoters with Fertilizer Corporation of India Limited (FCIL) & Hindustan Fertilizer Corporation Limited (HFCL) as other two Partners. The prime objective of HURL is to establish and operate state of the art environment friendly and energy efficient Natural Gas based new Fertilizer Complexes (Ammonia-Urea) of 2200 MTPD Ammonia and 3850 MTPD Urea (1.27 MMTPA neem coated urea) at each of the three locations i.e. Gorakhpur & Sindri units of FCIL and Barauni unit of HFCL. All the three Units located at Gorakhpur, Barauni and Sindri have been commissioned and are under operation.

#### 2.0 SCOPE OF WORK & TECHNICAL SPECIFICATIONS

### **SCOPE OF WORK**

This specification outlines the minimum requirements for design, engineering, selection, manufacture, inspection, testing, and supply including grouting, testing, commissioning, and performance guarantee testing of Workshop Equipment including all associated items like Mechanical Workshop Equipment's and Miscellaneous Items as listed in ATTACHMENT-I, ATTACHMENT-II & ATTACHMENT-III respectively.

All equipment and materials supplied under these specifications shall be designed and manufactured in accordance with sound engineering principles, good fabrication, and construction practices. Compliance with these specifications shall not relieve the contractor of his responsibilities for complying with statutory regulations, codes as applicable.

### **DELIVERY OF WORK SHOP EQUIPMENTS:**

Delivery of equipment's at HURL, Gorakhpur, Sindri & Barauni site.

#### **COMPLETION SCHEDULE OF MECHANICAL JOB:**

Completion Date- (08 MONTHS FROM LOI)
Commissioning- (10 MONTHS FROMLOI)

2.0 SCOPE OF WORK & TECHNICAL SPECIFICATIONS: included as follows.



2.1	BIDDER'S SCOPE OF SUPPLY AND SERVICES
2.2	CODES AND STANDARDS
2.3	SAFETY REQUIREMENTS
2.4	EXCLUSION
2.5	SPECIAL TOOLS AND TACKLES
2.6	TECHNICAL SPECIFICATIONS & WORKSHOP EQUIPMENTS DETAILS (WS – I)
2.7	MISCELLANEOUS ITEMS DETAILS (WS – II)
	DETAILS OF TOOLS FOR CENTRAL TOOL ROOM, TECHNICIAN TOOL
2.8	KIT, AND LIST OF NDT/CONDITION MONITORING EQUIPMENTS (WS III)
2.9	INSPECTION AND TESTING
2.10	PACKAGE LAYOUT
2.11	PAINTING
2.12	PREPARATION FOR SHIPMENT AND PACKING
2.13	IDENTIFICATION
2.14	SPARE PARTS
2.15	DOCUMENTATION
2.16	CONFLICT
2.17	QUALITY ASSURANCE, TESTING AND COMMISSIONING

This specification outlines the minimum requirements for design, engineering, selection, manufacture, inspection, testing, painting and supply including erection, grouting, testing, commissioning, and performance guarantee testing of **Workshop Equipment** including all associated items like Mechanical Workshop Equipment's, Tools tackles, Miscellaneous Items



& Recommended spares as listed in ATTACHMENT-I, ATTACHMENT-II, & ATTACHMENT-III

All equipment and materials supplied under these specifications shall be designed and manufactured in accordance with sound engineering principles, good fabrication, and construction practices. Compliance with these specifications shall not relieve the contractor of his responsibilities for complying with all statutory regulations, codes as applicable. All materials supplied shall be adequate for the intended service and Seismic Data. Delivery of equipments at HURL, Gorakhpur, Sindri & Barauni site.

### **PLANT LOCATION:**

The Gorakhpur Fertilizer Factory is located at a site about 12 Km north from Gorakhpur town in eastern part of Uttar Pradesh. It has excellent connectivity by road, rail & by Air. The nearest railway station is situated at a distance of about 6 Km from plant site & Gorakhpur Airport is situated at a distance of about 16 Km from plant site and has flights to and from Delhi via Lucknow and from Kolkata via Patna.

Barauni unit of Hindustan Fertilizer Corporation Ltd. (HFCL) having Ammonia Urea Plants along with all associated facilities and township is located in the Begusarai, district of Bihar. Broad gauge Railway Station (Barauni) is at a distance of 0.8 km from the plant site. The Barauni Refinery of IOCL lies adjacent to the fertilizer plant. The plant is well connected by rail and road. National Highways No. 31 passes nearby. The nearest airport is at Patna about 100 km from Barauni.

The existing Sindri unit of FCIL is located in the district of Dhanbad in the state of Jharkhand. Sindri is well connected with major cities by rail/road. Dhanbad district head quarter is about 26 KM from Sindri and in an important division head quarter of East Central Railway. The historical Grand Trunk Road and National Highway NH-02 connecting Kolkata and Delhi pass only about 25KM from Sindri Factory area.

### **UTILITY SYSTEM:**

Electrical / Instrumentation Power shall be provided at one point of Workshop as defined in respective specification. Further distribution of power/electric, control/communication cables to each equipment shall be done by bidder for machine tools, miscellaneous equipment etc. (wherever applicable). Utilities/Service water piping shall be provided at point of workshop/outside the building. Further distribution of water piping to each machine shall be in bidder scope in terms of design, engineering, supply, installation.

Power & utility requirement to be furnished along-with bid. Owner shall supply single point 415



V AC, 50Hz, TPN supply. Any other necessary power supplies and further distribution required from bidder's PDB for workshop equipments shall be in bidder's scope. Supply & installation of power cables, power distribution Junction boxes and all necessary hardware consumables required for power distribution from single point supply to workshop equipments shall be done by bidder. Bidder shall terminate the cable in the Power distribution box (to be provided by the bidder). Any equipment requiring reliable power supply shall be provided with battery back-up with minimum 30 minutes back up time by the bidder.

Supply, laying and termination of all cables for the workshop equipments inside workshop building up to the equipment shall be in bidder's scope. Provide suitable power distribution box and complete wiring from the distribution box to the respective equipment at each location.

All equipment shall be immune to EMI, RFI interference generated by any nearby source & shall meet the latest international standards in this regard.

Adequate safety devices should be provided to ensure protection against following:

Reverse DC voltage, Over Voltage, Surges & Short/open Circuit. Fuses and built-in safety devices should be provided to prevent any danger to operating and repairing personal or equipment. Fail safe design to ensure that a fault in particular circuit does not result in any danger to any other part(s) of the equipment. Visual and aural alarms should be displayed to indicate any critical failure. All equipment shall be protected with overvoltage, under-voltage protection, surges and short/open circuits. All equipment shall be provided with short circuit and reverse power protection. All outdoor installations shall be provided with lightning strike arrestors, suitable to divert the resultant transients/ surges safely to earth thereby protecting the electronic component and the system itself.

#### 2.1 BIDDER'S SCOPE OF SUPPLY AND SERVICES

#### 2.1.1 SCOPE OF SUPPLY

Bidder's scope of supply shall **include all Workshop items as listed in ATTACHMENT-I, ATTACHMENT-III** including all equipment's & spare, items and materials as covered in attached specifications and documents, to make the unit complete and operatable. All equipment/machinery under this SOR shall be new, unused and of sturdy design.

The equipment/system supplied shall be complete in every respect, ready for installation and operation. It is not intent of purchaser to specify every piece of equipment / item, therefore any item not specified mentioned in this specification but required as per good engineering practice and safe and trouble-free operation of the system shall be deemed to have been specified by the purchaser and shall be included in bidder's scope of work/supply.



#### 2.1.2 SCOPE OF SERVICES

- i) Design, engineering and selection of the equipments.
- ii) Procurement of raw materials and bought out items.
- iii) Manufacture, fabrication & assembly.
- iv) Inspection and testing as specified/ Manufacturer standard.
- v) Surface preparation, protective coating and painting including supply of paints required for touchup/ damaged painting at site.
- vi) Packing and supply.
- vii) Erection of all equipment, alignment, grouting commissioning &required testing at site as per instruction of Engineer in charge/owner.
- viii) Bidder shall guarantee the equipment for performance strictly as per contract document. All instruments, tools/tackles, calibration items as required for performance testing shall be arranged by bidder at site. Bidder can take back all such instruments after handover of equipment to Owner.
- ix) Statutory approvals, if any, wherever required.
- x) The team of Owner's personnel to be trained at site will comprise of persons from all disciplines of maintenance, operation, and other associated departments. All required facilities for training at site shall be provided by Owner. However, all training materials shall be provided by the Vendor. Training shall comprise of:
  - a. 5(FIVE) days for the group of 5(FIVE) personnel for Mechanical Workshop Equipments (Attachment-I) as listed for operation and maintenance/troubleshoot.



- b. 2 (TWO) days for the group of 2(TWO) personnel for Misc Equipment & other (Attachment-II & III) as listed.
- xi) Bidder shall carry out Third party inspection (TPI), for the system to be supplied, by one of the approved TPI Agencies by HURL.
- xii) Preparation and submission of drawings and documents for Workshop Equipments as specified in enquiry doc.

#### 2.2 CODES AND STANDARDS

The main codes, standards, applicable to each equipment or system are indicated in the respective section. Other reference documents, as applicable, are also listed in these corresponding specifications wherein the requirements of various codes and standards are amended or supplemented for compliance by the Bidder.

### 2.3 SAFETY REQUIREMENTS

- a) It is the intent that operational hazards be reduced to a minimum. Bidder shall use sound engineering judgement to complete an installation that will perform the required function without compromising this aim.
- b) Electrical devices shall meet the requirements for the area classifications in which they are installed.
- c) Couplings, gears and exposed rotating parts shall be provided with adequate guards. For hazardous area installation, these guards shall be of non-sparking construction. Drive belts, if used, shall be antistatic type.
- d) Noise Level shall be limited to 85dBA, unless otherwise specified.

### 2.4 EXCLUSION

- a) All items outside Bidder's Battery Limits.
- b) Civil building/ shed of Workshop.
- c) Supply of utilities such as water, power, air etc.



#### 2.5 SPECIAL TOOLS AND TACKLES

The Bidder shall provide a set of new and unused special tools and tackles, if required, for day-to-day operation and maintenance of the offered equipment / system. Bidder shall include the price of the special tools and tackles, in base price, and furnish the list along with the bid.

### 2.6 TECHNICAL SPECIFICATIONS & WORKSHOP EQUIPMENTS DETAILS:

### MECHANICAL WORKSHOP MACHINERIES (REFER ATTACHMENT-I)

### 2.6.1 Vertical Turret Lathe

1. Table Diameter Not less than 1500 mm.

2. Maximum Swing diameter above Not less than 1750mm.

3. No. of Tools in turret

Not less than 12.

4. Required features

- Radius turning up to 1200mm Diameter.
- Outside and inside diametrical. Grinding attachment and necessary Grinder etc.
- External and internal threading for metric.
   And British (Inch threads) threads.
- Metric: 0.0075mm pitch to 6mm pitch.
- BSW (inch thread): All standards size form

0.25 TPI to 60TPI.

- Taper turning.
- indexing drilling in different flange.
- Multiple machining heads Ram head, side head, and turret head.
- 5. Minimum accessories and attachment
- Self Cantering table.
- Four Jaws.
- Coolant equipment.



- Octagonal ram head.
- Fine measuring facilities with automatic feed.
- Special tool holders.
- Crowning attachment.
- Digital readout.
- Hydro coping.
- Radius turning.
- Taper turning attachment.

### 2.6.2 Plate Shearing Machine

1 Nominal cutting capacity and accuracy Mild steel platehaving12mm or more.UTS of~440N/sq. mm

2 Stainless Steel plate 10mm or more.

3 Job cutting width 3000mm or more.

4 Back gauge stroke length 1000mm or more.

5 Back Gauge accuracy ±0.2mm or better.

6 Squarenessof cut plate 0.5mm/meter, or better

7 Squaringand support arm 1No. Heavy duty squaring and supporting arm of

> length 1000mm or more shall be fitted at the lefthand side of the machine bed. It shall have a wide stainless-steel scale fitted on it with zero reference from blade cutting edge. Two additional front supporting arm of lenth~1000mm

or more with roller bearing mounted.

8 Table Type Ball transfer mounted for assisting the movement

of heavy plates.

Both ram & bed blades shall have four side Cutting

Edges. Both ram and bed blades will be

Interchangeable.

9 Blades



Blade material shall be HCHCr/D2 & minimum hardness shall be 55 HRC.

10 Strokes 5 strokes or more/ minute.

11 Hydraulic hold down clamps for plate/sheet Minimum 14 nos.

12 Cutting angle range 0.5 to 3 degree or higher.

13 Bladeclearance adjustment for 1mm to 12mm thick or more.

Cutting different thickness of plates

14 Other features Front side digital controller with back Gauge

Adjustments Back gauge shall be operated on heavy duty Ball screws driven by AC servo motors and fitted with absolute position encoders. The Encoders shall be protected from the job plate

movements.

15 Hydraulic Power pack Shall be of Re-circulating Type. Hydraulic tank should be preferably placed at shop floor. No leakage or spillage will be Tolerable.

16 NC Controller with all necessary software Packages for cutting

of plates in different lengths.

17 Operator's Panel Operator's Panel will be in front of the machine with all necessary control and display for the operation of the machine of size five inch or more.

18 Safety features i). Two no. Emergency stop Push button to be provided one on operator panel side & other at another end of machine.

ii). Operator's hand safety guard shall be provided before the plate hold down plungers.

### 2.6.3 Plate Bending Machine

1 Type (No of Rollers) Three roller type plate bending Machine.

2 Maximum thickness to be rolled 20mm.

3 Minimum width to be rolled 2500mm.



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4	Type of Roller	Roller should be with hardened surface.
5	Top roller	dia 250mm.
6	Movement of bottom rollers	Mechanical/Hydraulic.
7	Control panel	Movable type with at least 6m cable.
8	Safety system overloading etc.	All necessary safety system like trip against

### 2.6.4 Cylindrical Grinder

1 Centre height Min. 225mm.

2 Swing over bed Min. 450mm.

3 Maximum Grinding dia. 250mm.

4 Distance between centers Min. 1200mm.

5 Accessories • Machine Guard.

Forced Coolant system.

### 2.6.5 Hydraulic Press

1Capacity 100 Te.

2 Type of press Four Pillar, double action and PLC controlled.

3 Cylinder Stroke Not less than 600mm.

4 Type of actions Double acting permitting pulling as well as

pressing Ram action.

5 Mode of operation Dual Hand Push Button.

6 Cylinder Type Double acting.



7 Press Speed No more than 2mm/sec. 8 Return Speed Not more than 50mm/sec. 9 Hydraulic cylinders Cylinders should be made from duly tested solid Steel. Rams should be made from high quality. Steel forgings, with hard chrome placed and meticulously ground to super finish. Wipers should be provided the Ram Rod Diameters to protect cylinders from dust, etc. 10 Table Height Adjustable table. 11 Control wiring High grade Oil & Coolant resistant Conforming to IS/IEC standards. 12 Frame Four Pillar frame, should be made from tested M S plates, heavy duty steel structures properly Reinforced and ruggedly welded. The bed and cylinder mounting surfaces should be duly machined parallel for perfect alignment. Frame should be engineered for its rated tonnage with Generous strength and required factor of safety 13 Bolsters Press Bolster to be made sturdy to ensure uniform pressure distribution over entire surfaces. 14 Platens Platens should be manufactured out of highquality tested M S Solid IS 2062 plates. The surface of the platens should be accurately Machined and ground and guaranteed for Uniform heating over the entire surface.

15 Minimum Safety features

Emergency stop relief valve to ensure that the system pressure never exceeds the rated load of press. Photo Electric Guard at the front side



for operator Safety.

### 2.6.6 Lapping Machine

• Lapping Plate Size: 850 x 45 thk

Ø Machine Size: 1200 x 1200 x 950 height

Ø Weight (Approx Kg). 1400 kg

Ø Dead weight: fix weight manually: 3 Nos.

3 conditional ring

Size of Condi. Ring: I.D. 345 x 25 thk x 100

Connection Load 3 hp

#### 2.6.7 Valve test Bench/Machine

- Test Pressures Up to 10,000 PSI.
- Test Media Air, Water.
- Valve Capacity 12" Diameter.
- # of Stations 1.
- Clamping 100-ton cylinder.

#### 2.6.8 EOT CRANE

Design, detailed engineering, manufacturing, shop testing & inspection, painting, supply, transportation to site, unloading and storage at site, load testing at site, final painting, and Erection &

commissioning with necessary access, requisite statutory approval of Electric Overhead Travelling Crane along with runway rails and supply of spare parts for crane as per the technical specifications. Relevant Indian (IS: 3177) / ISO Standards to be applicable for EOT Crane. 02 Nos EOT Crane of

capacity 10 MT for each unit for Mechanical/Electrical &instrument workshop.

### 2.7 MISCELLANEOUS ITEMS (REFER ATTACHMENT-II)

### 2.7.1 Air Compressor (150 Nm3/Hr. Screw Type non lubricated type



with Air Receiver of 150 lit capacity of normal working pressure 10.5 Kg/cm2 and Hydraulic test pressure of 17.5 Kg/cm2 complete with all instrument and starter for air compressor motor. Along with all accessories. Electrical supply voltage 3 phase 415±10%, 50Hz is at all places.

### 2.7.2 Bearing Inserting Sleeve

Bearing inserting sleeve consist of Impact ring and other accessories required for putting bearing on the rotor shaft. Bearing inserting sleeve required for Size of bearing 6000 to 6213, 6410, 6311, 6015 along with all accessories.

### 2.7.3 Welding Generator

### **Trolley Mounted Diesel welding generator**

The welding set shall consist of a brushless Generator &Power sources for current for welding, connected by a direct coupling to a suitable diesel engine. The complete unit shall be mounted on a robust base frame with perfect alignment and it should be mounted on a suitable fabricated wheel Trolley with arrangement of haulage.

1 Specification of welding generator.

2 Welding current 50 to 400 Amp or above.

3 Ambient Temp. to which rating 42 to 48 degrees.

apply

5

4 Maximum OpenCurrent Voltage 80 Volts and above.

Class of insulation H.

6 Degree of Protection IP23

7 AC output • 5.5 kVA at 230V at single

Phase AC 50Hz

8.0 kVA at 415V at Three

Phase AC 50Hz.

8 Type of Generator Brushless Generator Generators shall be designed to yield fine Dynamic and static characteristics, which Make for each striking and excellent stability of Arc throughout the operating range should be capable of being used with all types of Electrodes1 to



5mm dia. including bare, Coated, mild steel high tensile steel non-Ferrous and carbon electrode. It should have inbuilt remote-control facility with 15m long remote-control cable.

9 Auxiliary power sources for Lighting & hand tools One point with switch of rating 5.5 kVA at 230V at single Phase AC 50 Hz.

10 Control panel

the following control devices and equipment shall

be suitably housed in water proof Control panel of IP pen closure and shall conform to provision of IE Act 2000andwithEasy Accessibility for monitoring/repair.

- Volt Meter.
- Ammeter.
- Earth Fault Relay.
- MCCB& HRC fuse of adequate capacity for short circuitprotection.

### 2.7.4 Low Speed Dynamic Balancing Machine

#### Specification for Balancing Machine

Maximum weight of rotor to be balanced: 1600 Kg or above

Minimum weight of rotor to be balanced: 20 Kg or less

Max Distance between bearing center: 4000 mm or above

Min Distance between bearing center: 140 mm or less

Min Distance between bearings with belt driven unit positioned between the bearing pedestals

: 350 mm

Largest rotor swing diameter above the machine base: 1600 mm or

above Journal bearing diameters : 18 to 140 mm

Display : Digital



Drive : Belt drive

The correction plane should be selected between or outside the bearing pedestals

### 2.7.5 Portable Bearing Induction Heater

2.8 LIST OF TOOLS FOR CENTRAL TOOL ROOM, TECHNICIAN TOOL KIT, AND LIST OF NDT/CONDITION MONITORING EQUIPMENTS (REFER ATTACHMENT-III FOR EQUIPMENT DETAILS).

#### 2.9 INSPECTION AND TESTING

Equipment shall be subjected to stage wise expediting, inspection, and testing at vendor's/sub vendor's works by purchaser/its authorized inspection agency. Vendor shall submit Quality Assurance (QA) plan before commencement of fabrication. Approved QA plan shall form the basis for equipment inspection.

- **2.9.1** Vendor shall perform tests and inspection necessary to ensure that the material and workmanship conform to the requirement of this specification.
- **2.9.2** Fittings, valves, instruments, other accessories shall be duly tested as per applicable codes, standards and purchasers/ manufacturer's other specifications and manufacturer's test certificates shall be furnished.
- **2.9.3** Any or all the tests, at purchaser's option, shall be witnessed by purchaser/its authorized inspection agency. However, such inspection shall be regarded as check-up and shall in no way absolve the vendor of his responsibility.



### 2.10 PACKAGE LAYOUT

- **2.10.1** Bidder shall furnish layout of workshop items for Mechanical & Misc Items as defined in ATTACHMENT–I to ATTACHMENT–II and shall install all items within existing layout.
- 2.10.2 Layouts shall be prepared and furnished by Bidder considering good engineering practice of conventional workshop. Workshop shall house EOT crane. Bidder shall install workshop equipment based on heavy duty/light duty equipment handled under 10T EOT crane travelling zone keeping in view scrap handling arrangement/area. Layout shall be subject to review by owner during detail engineering and comments shall be compiled by the bidder in all respects.
- **2.10.3** Package layout shall be such that there are adequate clearances for the maintenance & operation of equipment & instruments.

### 2.11 PAINTING

Painting shall be as per manufacturer recommend standard practice considering corrosive environment of fertilizer plants.

### 2.12 PREPARATION FOR SHIPMENT AND PACKING

- **2.12.1** The unit may be disassembled into major components suitable for shipment and shall be properly packed to provide adequate protection against mechanical damage and atmospheric corrosion during shipment and for outdoor storage at job site. All assemblies shall be properly match marked for site erection.
- **2.12.2** Open end of tubes shall be capped for protection.
- 2.12.3 All flanged openings shall be protected with metal cover plates to prevent damage during shipment. Cover shall be a minimum of 6mm thick and shall be installed with a suitable gasket using a minimum of four full diameter bolts. The cover and flange shall be taped for waterproof protection.
- **2.12.4** Bracing, supports and rigging connections shall be provided to prevent damage during shipment, lifting and unloading.
- **2.12.5** Exposed finished and machined surfaces, including bolting shall be given a heavy coating of rust inhibition compound or grease. Internal metal surfaces shall be sprayed or coated with a



suitable rust preventive, where required, and tagged at opening to so indicate.

- **2.12.6** Two complete sets of installation instructions shall be shipped with the equipment.
- **2.12.7** All tapped openings in process service shall be plugged with solid steel pipe plugs with 1 1/2" extension.
- **2.12.8** Solid steel pipe plugs shall be used instead of plastic plugs for any parts that is pressurized during start up or operation.
- **2.12.9** Loose assemblies, if unavoidable, shall be properly packed for transportation and outdoor storage of site. Storage instructions shall be boldly marked on consignment. Bidder shall supervise installation of loose assemblies at site. Details of shipping in respect of skid and loose assemblies shall be clearly defined in the commercial bid.

### 2.13 IDENTIFICATION

Each major piece of equipment shall have a permanently attached stainless steel name plate giving salient equipment data, make, year of manufacture, equipment number etc.

### 2.14 DOCUMENTATION

2.14.1 Foundation load data, utilities details, drawings for package vendor's supplied items shall be provided within Four (4) weeks from date of award of job for HURL/Owner review. Vendor to supply all relevant doc not limited to GA, Cross section drg, Foundation drg/civil drgs. Technical specification/ data sheet, installation and operation manual, lubrication schedule etc.

Package vendor to note that the engineering document submission schedule and schedule for ordering of critical items will be finalized during kick off meeting. However, Bidder to ensure that the same is completed within One (1) month from the date of award of job

#### 2.15 PAYMENT TERMS-

I. ADVANCE PAYMENT (All the milestone/Progressive payments other than this advance payment shall be released only after signature on CONTRACT Agreement between OWNER and CONTRACTOR)

The CONTRACTOR shall be paid an interest free amount equal to 10% (Ten percent) of



Supply Price component of the CONTRACT towards Advance Payment subject to fulfillment of the following conditions:

- a. Acceptance of LOI by the CONTRACTOR.
- b. A Bank Guarantee (in the given format) is submitted by the CONTRACTOR for 110% of advance amount. The validity of the Advance BG shall be upto PRILIMARY ACCEPTANCE of Plant plus a claim period of 90 days over and above the validity period with a provision to extend the validity in case of delay. The BG shall be reduced on semester basis proportionate to the value of receipt of Equipment/Materials at Site. In case of default and encashment of Bank Guarantee for Advance Payment, Advance will be interest bearing (the interest rate shall be simple interest of SBI Base rate + 5.25%)
- c. Submission of SECURITY CUM PERFORMNCE BANK GUARANTEE as stipulated in Section II ITB Clause 15. The CONTRACTOR shall at the request of the OWNER extend the validity of the SECURITY CUM PERFORMNCE BANK GUARANTEE(S) for such further period or periods as may be required failing which, without prejudice to any other right or remedy available to the OWNER, the OWNER shall be entitled to encash the SECURITY CUM PERFORMNCE BANK GUARANTEE.

#### d. Submission and finalization of L2 network.

Notes: 1) The CONTRACT PRICE for the purpose of SECURITY CUM PERFORMNCE BANK GUARANTEE would be derived on date of CONTRACT and would not be revised except in case scope of WORK is altered.

2) The advance paid to the CONTRACTOR shall be used only for execution of this CONTRACT and the CONTRACTOR shall satisfy the OWNER in this regard whenever required. If it is found that the said advance has been utilised by the CONTRACTOR in whole or part for any other purpose, the OWNER may at its discretion forthwith recall the entire advance and without prejudice to any other right or remedy available to the OWNER, recover the same by recourse to any Bank Guarantee(s).

### II. AGAINST PLACEMENT OF PURCHASE ORDER(s):

of the following documents with the CONTRACTOR's invoice:

5% (Five Percent) of Supply Price component of the CONTRACT will be released on placement of all purchase orders as per the list of major tagged items to be finalised during the Kick off meeting with CONTRACTOR.

This Payment shall be released only after submission of BG for 110% of the payment Amount and fulfillment of other conditions mentioned at clause 14.3.1 (I) above. Further, CONTRACTOR shall furnish submit the Unpriced Copy of related Purchase Order(s) duly accepted by vendor/supplier.

### III. On Issue of Certificate of Verification of Goods on receipt at Site, Against Contractor's Certified Running Account Bill(s):

65% (Sixty Five percent) of Supply Price for each identified equipment in approved Billing Schedule upon receipt of equipment/Material on pro-rata basis shall be released on submission



- (a) Verification and acceptance report of Third Party Inspection certificate as per QAP approved by OWNER along with Test Certificate.
- (b) Tax paid invoices.
- (c) Certificate of Verification of Goods on receipt of material at site.
- (d) Insurance documents regarding valid insurance coverage for these items/materials as per the provisions of the bidding documents
- IV. 0% (Ten percent) of total Supply value of CONTRACT on issue of MECHANICAL COMPLETION Certificate.
- V 8% (Eight percent) of total Supply value of CONTRACT on issue of PRELIMINARY ACCEPTANCE CERTIFICATE.
- VI 2% (Two percent) total Supply value of CONTRACT on completion of balance job, if any,

### 2.16 QUALITY ASSURANCE, TESTING AND COMMISSIONING

#### A) QUALITY ASSURANCE PROGRAM

Bidder shall submit the details of Quality Assurance Program followed by him beginning with raw materials, active, passive and fabricated components, units, sub-assemblies, assemblies, wiring, interconnections, structures etc. to finished product. Bidder shall obtain and forward the Quality Assurance Program for equipment supplied by Sub vendor,

The HURL reserves the right to inspect and test equipment at all stages of production and commissioning of the system. The inspection and testing shall include but not be limited to raw materials, components, sub-assemblies, prototypes, produced units, guaranteed performance specifications, etc.

For Factory inspection and testing, Bidder shall arrange all that is required e.g., quality assurance personnel, space, test gear etc. for successful carrying out of the job by the HURL, at Bidder's cost, at the Manufacturer's works.

HURL shall have free entry and access to any and all parts of the Manufacturer's facilities associated with manufacturing and testing of the system at any given time.

It shall be explicitly understood that under no circumstances shall any approval of the HURL relieve the Bidder of his responsibility for material, design, quality assurance and the guaranteed performance of the system and its constituents.

Bidder shall invite the HURL, at least 40 days in advance, of the date at which system shall be ready for Inspection and Testing. All relevant documents and manuals, approved Engineering drawings, etc. shall be available with the HURL well in advance of the start of Inspection and Testing.



HURL or his representative shall, after completion of inspection and testing to their satisfaction, issue factory acceptance certificates to release the equipment for shipment. No equipment shall be shipped under any circumstances unless a factory acceptance certificate has been issued for it, unless agreed otherwise by HURL.

### B) TEST CATEGORIES, TESTING & COMMISSIONING

### i) Test categories

The following tests (in the same sequence) shall be conducted for acceptance of the equipment and the system before final acceptance of the system:

- Pre-Factory Acceptance testing
- Factory Acceptance Testing (FAT)
- Pre-commissioning test (after installation i.e. Pre-SAT) for total integrated system
- Site Acceptance testing (SAT)
- Trial Run
- ii) These tests shall be carried out on all equipment supplied by Bidder including those supplied by sub-vendors, if any.
- iii) Bidder shall arrange all necessary test instruments, manpower, test-gear, accessories, etc.
- **iv)** All technical personnel assigned by Bidder shall be fully conversant with the system specifications and requirements. They shall have the specific capability to make the system operative quickly and efficiently and shall not interfere or be interfered by other concurrent testing,

construction and commissioning activities in progress. They shall also have the capability to incorporate any minor modifications/suggestions put forward by HURL.

**v)** Power supply and any temporary commissioning facility including communication system required for installation/testing/commissioning of the workshop equipment, shall be arranged by the Bidder.

### vi) Test Plan

Bidder shall submit to HURL and PMC `Test Plans' well in advance of commencement of actual testing in each of the above mentioned test categories (refer clause a). The plans shall include:

- System, Equipment functional and performance description (in short) and Tests to be conducted and purpose of test.
- Test procedures (including time schedule for the tests) and identification of test inputs details



and desired test results.

### vii) Test Report

The observations and test results obtained during various tests conducted shall be compiled and documented to produce Test Reports by Bidder. The Test Reports shall be given for each equipment/item and system as a whole. The report shall contain the following information to a

#### minimum:

#### Test results

- Comparison of test results with anticipated (as per specifications) test result as given in test plans and reasons for deviations if any.
- The data furnished shall prove convincingly that:

The system meets the guaranteed performance objectives.

Mechanical and Electrical limits were not exceeded.

Failure profile of the equipment during the tests is well within the specified limits.

### viii) Failure of Components

Till the system is accepted by the HURL, a log of each and every failure of components shall be maintained. It shall give the date and time of failure, description of failed component, circuit, module, component designation, effect of failure of component on the system/equipment, cause of failure, date and time of repair, mean time to repair etc. Repair/modification done at any point of time at one site shall be carried out by bidder at all the sites. Detailed documentation for the same shall be submitted to HURL for future reference.

If the malfunctions and/or failures of a unit/module/sub-system/ equipment repeat during a test, the test shall be terminated and Bidder shall replace the necessary component or module to correct the deficiency. Thereafter, the tests shall commence all over again from the start.

If after the replacement the equipment still fails to meet the specifications, Bidder shall replace the equipment with a new one and tests shall begin all over again. If a unit/subsystem/module has failed

during the test, the test shall be suspended and restarted all over again only after the Bidder has placed the Equipment back into acceptable operation. HURL,s approval shall be obtained for any allowable logistics time required to replace the failed component/unit/module/sub-system.

### ix) Readjustments



No adjustments shall be made to any equipment during the acceptance tests. If satisfactory test results cannot be obtained unless readjustments are made, Bidder shall carry out only those readjustments needed to ready the equipment/system for continuance of tests. A log of all such adjustments shall be kept giving date and time, equipment, module, circuit, adjustments, reasons,

test result before and after adjustment etc. Fresh acceptance tests shall be conducted after the readjustments have been completed.

### C. FACTORY ACCEPTANCE TESTING

Pre Factory Acceptance Testing shall be conducted by the bidder on his own as per approved FAT procedures and test reports for the same shall be forwarded to HURL for review before giving call for FAT.

Factory acceptance tests shall be carried out after review and approval of FAT procedures / documents as per bid requirements and review of PRE-FAT results. The Factory Acceptance Testing shall be conducted in the presence of the HURL. The tests shall be carried out on all equipment/items including those supplied by Sub vendors and factory acceptance certificates shall be issued. The factory tests shall include but not be limited to:

### **Equipment testing:**

- 1. Mechanical checks to the equipment for dimensions, inner and outer supports, finishing, welds, hinges, terminal boards, connectors, cables, painting etc.
- 2. Electrical checks including internal wiring, external connections to other equipment etc.
- 3. Check for assuring compliance with standards mentioned in the specifications.
- 4. Individual check on each/module/sub-assembly in accordance with the modes and diagnostics programs of the bidder.
- 5. Checks on power consumption and heat dissipation characteristics of equipment.
- 6. Environmental testing (Prototype test results shall be submitted. In case of non-availability of valid Prototype test results, environmental testing shall be conducted.)
- 7. Functional tests.



8. Any other test not included in FAT document but relevant to the project as desired by the HURL at the time of factory acceptance testing.

All equipment shall be connected using the same/identical cables (interfaces/components) as will be used during final installation so that the system can be tested as in its final configuration.

After successful completion of Factory Acceptance Testing, equipment shall be sent to site for installation. Equipment without factory acceptance certificates (EQUIPMENT TESTING) shall not be acceptable at site.

Bidder shall include all installation materials required for proper installation of the equipment.

#### d. INSTALLATION

Foundation civil drawings & requirement of utilities for each machine to be provided by Bidder within one month from the date of LOI. Bidder to note that complete installation & testing of the offered systems, minor rectification in civil foundation, anchor bolts/Hilti (Make Hilti or equivalent) supply and fixing & accessories, all utilities connection, cabling, supporting & other work required to make system functional shall be under bidder's scope. All types of chipping of FFL/Raw surfaces, anchoring, grouting is in scope of workshop equipment supplier.

#### e. PRE-COMMISSIONING

A list of Pre-commissioning tests (same as approved by the HURL for Site Acceptance Testing) and activities shall be prepared by bidder and the tests shall be carried out by the bidder on his own. After the tests have been conducted to the Bidder's own satisfaction, the bidder shall provide the test results for review by HURL and then offer the system for Site Acceptance Testing. Bidder shall bring all tools, accessories, special tools, test gears, spares parts etc., at his

own cost as required for the successful completion of the job.

If during commissioning any repairs are undertaken, the maintenance spares supplied with the equipment shall not be used for the repair. Bidder shall arrange his own spare parts for such activities till such time the system has been finally accepted by the HURL. During precommissioning, if any fault occurs to any equipment or system, bidder shall identify the same and provide report/history of all faults to the HURL.

During pre-commissioning of the workshop equipment, bidder shall ensure enough number of

commissioning spares so that the installation is not held up because of non availability of commissioning spares.

### f. SITE ACCEPTANCE TESTING (SAT)



On completion of Pre-commissioning, Site Acceptance Testing shall be conducted on the system as per the approved SAT procedures and its constituents by the bidder under the presence of HURL.

The tests shall include, but not be limited to the following:

- Checks for proper installation as per the approved installation drawings for each equipment/item and system as a whole.
- Guaranteed performance specifications of individual equipment/item
- Self diagnostics test on individual equipment
- Tests on remote alarm transmission and reception.
- Any other test not included in SAT document but relevant to the project as desired by the HURL at the time of Site Acceptance Testing

### g. TRIAL RUN

As last leg of the site acceptance testing the Bidder shall keep the facilities up for 30 days for `TRIAL RUN'. During this period, Bidder shall provide all specialist Engineers & Technicians including experts at the SITE to maintain the total log, incidents, failures & for assisting site engineer & for total co-ordination. However, the normal operation and maintenance of the system shall be performed by the personnel of the HURL trained for the purpose. If during `Trial Run' any defect is noted in the system, the Bidder shall rectify, replace the same to the satisfaction of HURL. The decision to repeat the final test or restart the `Trial' shall be of HURL, depending upon the severity of the defect.

During trial run, if any fault occurs to any equipment or system, bidder shall identify and rectify the same and provide report, history of all faults to the HURL .Ideally, during the `Trial Run', no shutdown of the system due to failure of equipment, power supply etc. should happen. A record of all failures shall be kept and the availability of the system shall be calculated, accordingly and results will be submitted to HURL.

If the system fails to come up to the guaranteed performance, the Bidder, within a period of thirty (30) days shall take any and all corrective measures and resubmit the system for another `Trial Run' of trial period. All modifications, changes, corrective measures & labour shall be at the cost of the Bidder.

In case the date of completion for the second trial run exceeds the time schedule for the project, he shall be liable to pay liquidated damages.

If the system fails to reach the guaranteed performance even after the second trial run, the HURL shall be free to take any action as he deems fit against the Bidder and to bring the system to the guaranteed performance with the help of a third party at the expense of the bidder.



#### h. FINAL ACCEPTANCE OF THE SYSTEM

Upon successful completion of the `TRIAL RUN', any shortfalls when compared to the contract shall be made good by the Bidder. After this, HURL shall notify the Bidder in writing within reasonable time, his pre-warrantee acceptance of the system.

Nothing herein provided above, inclusive of the `Pre-Warrantee Acceptance Certificate; shall absolve bidder of his full liabilities under the contract inclusive of and relative to the system performance and material Warranty.

**GUARANTEE:** Bidder shall guarantee for the satisfactory performance of the Machine/equipments/items for a period of minimum 12 months from the date of commissioning.

**Note:** If any problem is observed in operation or in performance of machine then bidder shall immediate replace the machine/equipments with new one machine/equipment within one week from date of notice period.

### **Vendor / make List for equipment:**

Bidder to select machine / equipment from the Vendor / make list prescribed in this document (Refer attachment-I, II & III). All equipment shall be from reputed make and bidder shall have supplied similar machines which must be under satisfactory operation & new one Bidder shall give an undertaking that the crane offered is wholly a Brand New & First-hand product and latest model in their Technical and un-priced commercial bid. In this regard, the successful bidder shall have to furnish NEWNESS CERTIFICATE for the equipment supplied by them.

Bidder/ vendor to furnish end-user Feedback reports / certificates in the support of the same. For

reputed equivalent make bidder shall take prior approval from Client/Consultant & submit credential document for client/consultant review & approval. If any ambiguity related to specification of any equipment/machine then before ordering bidder shall discuss with Client/Consultant and take approval for the same.

### **Balance Workshop Item List:**

	wo	RKSHOP I	TEMS LIST	
Sr.No	DESCRIPTION OF ITEMS	UOM	REQUIRED QTY	TOTAL



			GORAKHPUR	BARAUNI	SINDRI	
ı	DESIGN, ENGINEERIN	IG & SUUPL	Y OF WORKSHOP	PEQIPMENTS	S (WS-1)	
1	2.6.1.1 Vertical Turret Lathe	Nos	1	1	1	3
2	2.6.1.7 Plate Shearing Machine	Nos	1	0	1	2
3	2.6.1.8 Plate Bending Machine	Nos	1	1	0	2
4	2.6.1.10 Cylindrical Grinder	Nos	1	2	2	5
5	2.6.1.15 Hydraulic Press	Nos	1	0	0	1
6	2.6.1.16 Lapping Machine	Nos	2	2	2	6
7	2.6.1.17 Valve test Bench/Machine	Nos	2	2	2	6
8	2.6.1.19 EOT CRANE of 10 MT	Nos	2	2	2	6
II	м	ISCELLANE	OUS ITEMS( WS-2	2)		
9	2.7.2 Air Compressor (150 Nm3/Hr Screw Type ) with Rectifier Package	Nos	1	2	2	5
10	2.7.5 Bearing Inserting Sleeve	Nos	1	1	1	3
11	2.7.8 Welding Generator	Nos	1	1	1	3
12	2.7.11 Low Speed Dynamic Balancing Machine	Nos	1	1	1	3
13	2.7.13 Portable Bearing Induction Heater	Nos	1	1	1	3
III	TOOLS FOR CENTRAL TOOL RO		NICIAN TOOL KIT EQIPMENTS(WS		NDT/CON	DITION
14	A Measuring Tool Lot of Srl. No. 1 to 59	Set	1	1	1	3



1477						
15	B LIFTING TOOLS	Set	1	1	1	3
16	D. GENERAL TOOL LIST Lot of Srl. No. 1 to 50	Set	0	0	1	1
17	D. GENERAL TOOL LIST Lot of Srl. No. 95 to 144	Set	0	1	0	1
18	E NON SPARKING TOOLS LIST Lot of Srl No. 1 to 80	Set	1	1	1	3
19	F HYDRAULIC JACKS & PULLERS	Set	1	1	1	3
	G. NDT/CONDITION MONITORING INSTRUMENTS LIST					
20	Vibration Analyzer	Nos	0	0	1	1
21	Vibration Analyzer	Nos	0	0	2	2
22	RPM Measurement	Nos	0	0	1	1
23	RPM Meter	Nos	0	0	1	1
24	Vibration Pen	Nos	0	0	3	3
25	Thermograpy Camera	Nos	1	0	1	2
26	Thickness meter	Nos	0	0	1	1
27	Pyrometer	Nos	0	0	1	1
28	H. METALLIC RACK FOR TOOL ROOM FOR STORAGE OF TOL ROOM ITEMS	Set	0	1	1	2
2	UNLOADING, HANDLING, INSTA	-	TESTING, PRE-CO QIPMENTS (WS18		G & COMM	ISIONG
2.1	MECHANICAL WORKSHOP EQUIPMENT( WS-1)	MT	49	49	49	147
2.2	MISCELLANEOUS ITEMS (WS-2)	MT	3.5	3.5	3.5	10.5



3	GROUTING					
3.1	Non Shring( SHRINKOM-20 or Conbexatra-GP-2	M3	1.4	1.4	1.4	4.2
3.2	EPOXY GROUTING	M3	0.35	0.35	0.35	1.05

### **ATTACHMENT- I (GROUP ITEM NO- W1)**

### LIST OF MECHANICAL WORKSHOP EQUIPMENT FOR EACH UNIT.

SI. No.	ITEM MACHINE TOOL	VENDOR/MAKE	REMARKS
1	Vertical Turret Lathe	HMT/ JMTC/COOPER/ Reputed equivalent make	
2	Plate Shearing Machine	HMT/ JMTC/COOPER/ Reputed equivalent make	
3	Plate Bending Machine	HMT/ JMTC/COOPER/ Reputed	
	Machine	equivalent make	
4	Cylindrical Grinder	HMT/ JMTC/COOPER/ Reputed	
		equivalent make	
5	Hydraulic Press	HMT/ JMTC/COOPER/ Reputed equivalent make	
6	Lapping Machine	HMT/ JMTC/COOPER/ Reputed	
		equivalent make	
7	Valve test Bench/ Machine	Teledyne Farris Engg/ Reputed equivalent make	



8	EOT CRANE OF 10 MT	W.H. BRADY & CO. LTD/ AVON CRANES PVT. LTD./ THE ACME MANUFACTURING CO. LTD/ WMI CRANES/ SAMCO ENGINEERING PVT. LTD/ GRIP ENGINEERS PVT. LTD/ MEEKA MACHINERY PVT LTD/ SAFEX INDUSTRIES LTD/ Reputed equivalent make	

### ATTACHMENT- II (GROUP ITEM NO- W2) LIST OF MISCELLANEOUS ITEMS FOR EACH UNIT

SI. No.	ITEMS	VENDOR/MAKE	REMARKS
1	Air Compressor with receiver package	AIR FLOW/AIR MARSHAL/ REPUTED EQUIVALENT MAKE	
2	Bearing Inserting Sleeve	Reputed make	
3	Welding Generator	PIONEER/SIGMA/ REPUTED EQUIVALENT MAKE	
4	Low Speed Dynamic Balancing Machine	SCHENCK/ REPUTED EQUIVALENT MAKE	
5	Portable Bearing Induction Heater	UNITECH/REPUTED EQUIVALENT MAKE	

### ATTACHMENT- III (GROUP ITEM NO- W3) FOR EACH UNIT

A. MEASURING TOOLS				
SR. NO.	DESCRIPTION	SIZE (MM)	PROPOSED VENDORS	
1	NEEDLE OUTSIDE MICROMETER	0-25	MITUTOYO	
2	BALL POINT OUTSIDE MICORMETER	0-25	MITUTOYO	
3	OUTSIDE MICROMETER	0-25	MITUTOYO	
4	BALL POINT OUTSIDE MICORMETER	25-50	MITUTOYO	
5	OUTSIDE MICROMETER	25-50	MITUTOYO	
6	OUTSIDE MICROMETER	50-75	MITUTOYO	
7	OUTSIDE MICROMETER	75-100	MITUTOYO	
8	OUTSIDE MICROMETER	100-200	MITUTOYO	
9	OUTSIDE MICROMETER	200-300	MITUTOYO	
10	OUTSIDE MICROMETER	300-400	MITUTOYO	
11	OUTSIDE MICROMETER	400-500	MITUTOYO	
12	OUTSIDE MICROMETER	500-600	MITUTOYO	
13	INSIDE MICROMETER	005 -30	MITUTOYO	
14	INSIDE MICROMETER	25-50	MITUTOYO	
15	INSIDE MICROMETER	50-200	MITUTOYO	
16	INSIDE MICROMETER	50-300	MITUTOYO	
17	INSIDE MICROMETER	200-500	MITUTOYO	
18	INSIDE MICROMETER	200-1000	MITUTOYO	

19	INSIDE MICROMETER	300-1500	MITUTOYO
20	DEPTH MICROMETER	0-150	MITUTOYO
21	DEPTH MICROMETER	0-300	MITUTOYO
22	DIGITAL VERNIER	6"	MITUTOYO
23	DIGITAL VERNIER	12"	MITUTOYO
24	VERNIER CALIPER	6"	MITUTOYO
25	VERNIER CALIPER	12"	MITUTOYO
26	VERNIER CALIPER	24"	MITUTOYO
27	DEPTH SCALE	12"	MITUTOYO
28	DEPTH SCALE	6"	MITUTOYO
29	BEVEL PROTACTOR		MITUTOYO
30	DIAL INDICATOR BIG(MM)	0.01-50	MITUTOYO
31	DIAL INDICATOR(MICRONS)	0.01-10	MITUTOYO
32	DIAL CALIPER BORE GAUGE	10-35MM	MITUTOYO
33	DIAL CALIPER BORE GAUGE	30-55MM	MITUTOYO
34	DIAL CALIPER BORE GAUGE	50-75MM	MITUTOYO
35	RADIUS GAUGE	1/23"-1/4"	MITUTOYO
36	RADIUS GAUGE	1/32"-17/64"	MITUTOYO
37	RADIUS GAUGE	9/32"-33/64"	MITUTOYO
38	RADIUS GAUGE	17/64"-1/2"	MITUTOYO
39	RADIUS GAUGE	3/64"-1/2"	MITUTOYO
40	RADIUS GAUGE	1-7MM	MITUTOYO
41	RADIUS GAUGE	7.5-15MM	MITUTOYO

42	RADIUS GAUGE	15.5-25MM	MITUTOYO
43	FILLER GAUGE MM- SIZE	6"	MITUTOYO
44	FILLER GAUGE 0.0015" - 0.025"	12"	MITUTOYO
45	FILLER GAUGE 0.002" - 0.25"	3"	MITUTOYO
46	FILLER GAUGE 0.05 - 0.40 MM	1 M	MITUTOYO
47	BORE GAUGE	6 - 10 MM	MITUTOYO
48	BORE GAUGE	10 - 18.5MM	MITUTOYO
49	BORE GAUGE	10 - 18.5MM	MITUTOYO
50	BORE GAUGE	18 - 35 MM	MITUTOYO
51	BORE GAUGE	35 - 60 MM	MITUTOYO
52	BORE GAUGE	50 - 100 MM	MITUTOYO
53	BORE GAUGE	100-160 MM	MITUTOYO
54	BORE GAUGE	160-250 MM	MITUTOYO
55	BORE GAUGE	250-400 MM	MITUTOYO
56	MASTER LEVEL	0.02 -300 MM	MITUTOYO
57	MASTER LEVEL	0.02 -150 MM	MITUTOYO
58	DIAL MAGNETIC STAND		MITUTOYO
59	DIAL MAGNETIC FLEXIBLE STAND		MITUTOYO

B. LIFTING TOOLS				
ITEM	CAP. (T)	SIZE	MAKE	
	0.5		INDEF/TRACTEL/MORRIS	
	1		INDEF/TRACTEL/MORRIS	
CHAIN BLOCK	2		INDEF/TRACTEL/MORRIS	
	3		INDEF/TRACTEL/MORRIS	

	5		INDEF/TRACTEL/MORRIS
	5	10 MTR	INDEF/TRACTEL/MORRIS
	7.5		INDEF/TRACTEL/MORRIS
	10		INDEF/TRACTEL/MORRIS
	0.25		
	0.6		
	1		
	2		
D-SHACKLES	3		
D-SHACKLES	5		
	7		
	10		
	20		
	30		
	0.08	1/4"	
	0.16	M-8	
	0.25	3/8"	
SWIVEL EYE-	0.5	M-12	
BOLTS	0.63	M-16	
	1	M-20	
	1.6	M-24	
	2.5	M-30	
	0.25	3 MTR	
	0.25	2 MTR	
	0.3	3 MTR	
	0.5	2.5 MTR	
	1	1 MTR	
	1	3 MTR	
	1	6 MTR	
WIDE DODE	3	2 MTR	
WIRE ROPE	3	3 MTR	
	3	6 MTR	
	5	3 MTR	
	5	6 MTR	
	15	6 MTR	
	15	9 MTR	
	15	10 MTR	
	20	4 MTR	
NYLON SLINGS	3	1 MTR	
ROUND	3	3 MTR	
POLYSTER	5	6 MTR	

LIFTING	10	8 MTR	
SLINGS	20	6 MTR	
	1	1.5 MTR	
	3	3MTR	
	5	3 MTR	

D. GEI	D. GENERAL TOOLS LIST LOT of Sr. No 1 to 50				
S.No	TOOL DESCRIPTION	UNIT	VENDORS PROPOSED		
1	RING HMMR SPNR - 30MM	NOS.	MEKASTER & SNAP-ON		
2	RING HMMR SPNR - 32MM	NOS.	MEKASTER & SNAP-ON		
3	RING HMMR SPNR - 34MM	NOS.	MEKASTER & SNAP-ON		
4	RING HMMR SPNR - 36 MM	NOS.	MEKASTER & SNAP-ON		
5	RING HMMR SPNR - 38 MM	NOS.	MEKASTER & SNAP-ON		
6	RING HMMR SPNR - 41 MM	NOS.	MEKASTER & SNAP-ON		
7	RING HMMR SPNR - 46 MM	NOS.	MEKASTER & SNAP-ON		
8	RING HMMR SPNR - 50 MM	NOS.	MEKASTER & SNAP-ON		
9	RING HMMR SPNR - 55 MM	NOS.	MEKASTER & SNAP-ON		
10	RING HMMR SPNR - 60 MM	NOS.	MEKASTER & SNAP-ON		
11	RING HMMR SPNR - 65 MM	NOS.	MEKASTER & SNAP-ON		
12	RING HMMR SPNR - 70 MM	NOS.	MEKASTER & SNAP-ON		
13	RING HMMR SPNR - 75 MM	NOS.	MEKASTER & SNAP-ON		
14	RING HMMR SPNR - 80 MM	NOS.	MEKASTER & SNAP-ON		
15	RING HMMR SPNR - 85 MM	NOS.	MEKASTER & SNAP-ON		
16	RING HMMR SPNR - 90 MM	NOS.	MEKASTER & SNAP-ON		
17	RING HMMR SPNR - 95 MM	NOS.	MEKASTER & SNAP-ON		

18	RING HMMR SPNR - 100 MM	NOS.	MEKASTER & SNAP-ON
19	RING HMMR SPNR - 105 MM	NOS.	MEKASTER & SNAP-ON
20	RING HMMR SPNR - 110 MM	NOS.	MEKASTER & SNAP-ON
21	RING HMMR SPNR - 115 MM	NOS.	MEKASTER & SNAP-ON
22	RING HMMR SPNR - 120 MM	NOS.	MEKASTER & SNAP-ON
23	OPEN HMMR SPNR - 30 MM	NOS.	MEKASTER & SNAP-ON
24	OPEN HMMR SPNR - 32 MM	NOS.	MEKASTER & SNAP-ON
25	OPEN LON GRIP SPNR 32 MM	NOS.	MEKASTER & SNAP-ON
26	OPEN HMMR SPNR - 34 MM	NOS.	MEKASTER & SNAP-ON
27	OPEN HMMR SPNR - 36 MM	NOS.	MEKASTER & SNAP-ON
28	OPEN HMMR SPNR - 38 MM	NOS.	MEKASTER & SNAP-ON
29	OPEN HMMR SPNR - 41 MM	NOS.	MEKASTER & SNAP-ON
30	OPEN HMMR SPNR - 46 MM	NOS.	MEKASTER & SNAP-ON
31	OPEN HMMR SPNR - 50 MM	NOS.	MEKASTER & SNAP-ON
32	OPEN LON GRIP SPNR 50 MM	NOS.	MEKASTER & SNAP-ON
33	OPEN HMMR SPNR - 55 MM	NOS.	MEKASTER & SNAP-ON

34	OPEN HMMR SPNR - 60 MM	NOS.	MEKASTER & SNAP-ON
35	OPEN HMMR SPNR - 65 MM	NOS.	MEKASTER & SNAP-ON
36	OPEN HMMR SPNR - 70 MM	NOS.	MEKASTER & SNAP-ON
37	OPEN HMMR SPNR - 75 MM	NOS.	MEKASTER & SNAP-ON
38	OPEN HMMR SPNR - 80 MM	NOS.	MEKASTER & SNAP-ON
39	OPEN HMMR SPNR - 85 MM	NOS.	MEKASTER & SNAP-ON
40	OPEN HMMR SPNR - 90 MM	NOS.	MEKASTER & SNAP-ON
41	OPEN HMMR SPNR - 95 MM	NOS.	MEKASTER & SNAP-ON
42	OPEN HMMR SPNR - 100 MM	NOS.	MEKASTER & SNAP-ON
43	OPEN HMMR SPNR - 105 MM	NOS.	MEKASTER & SNAP-ON
44	OPEN HMMR SPNR - 110 MM	NOS.	MEKASTER & SNAP-ON
45	OPEN HMMR SPNR - 115 MM	NOS.	MEKASTER & SNAP-ON
46	OPEN HMMR SPNR - 120 MM	NOS.	MEKASTER & SNAP-ON
47	HAMMER - 800 GRM	NOS.	EVEREST, JALANI, TAPARIA, POWER MASTER &
			SNAP-ON
48	HAMMER - 5 LBS	NOS.	EVEREST, JALANI, TAPARIA, POWER MASTER &
			SNAP-ON

49	HAMMER - 10 LBS	NOS.	EVEREST, JALANI, TAPARIA, POWER MASTER &
			SNAP-ON
50	HAMMER - 20 LBS	NOS.	EVEREST, JALANI, TAPARIA, POWER MASTER &
			SNAP-ON

D. GE	D. GENERAL TOOLS LIST LOT of Sr. No 95 to 144			
95	OPEN SPANNER - 10 X 11	NOS.	EVEREST, JALANI, TAPARIA, POWER MASTER,	
			MEKASTER & SNAP-ON	
96	OPEN SPANNER - 12 X 13	NOS.	EVEREST, JALANI, TAPARIA, POWER MASTER,	
			MEKASTER & SNAP-ON	
97	OPEN SPANNER - 12 X 14	NOS.	EVEREST, JALANI, TAPARIA, POWER MASTER,	
			MEKASTER & SNAP-ON	
8	OPEN SPANNER - 14 X 15	NOS.	EVEREST, JALANI, TAPARIA, POWER MASTER,	
			MEKASTER & SNAP-ON	
9	OPEN SPANNER - 16 X 17	NOS.	EVEREST, JALANI, TAPARIA, POWER MASTER, MEKASTER & SNAP-ON	
100	OPEN SPANNER - 17 X 19	NOS.	EVEREST, JALANI, TAPARIA, POWER MASTER, MEKASTER & SNAP-ON	
101	OPEN SPANNER - 18 X 19	NOS.	EVEREST, JALANI, TAPARIA, POWER MASTER, MEKASTER & SNAP-ON	
102	OPEN SPANNER - 20 X 22	NOS.	EVEREST, JALANI, TAPARIA, POWER MASTER, MEKASTER & SNAP-ON	
103	OPEN SPANNER - 21 X 23	NOS.	EVEREST, JALANI, TAPARIA, POWER MASTER, MEKASTER & SNAP-ON	

104	OPEN SPANNER - 24 X 27	NOS.	EVEREST, JALANI, TAPARIA, POWER MASTER, MEKASTER & SNAP-ON
105	OPEN SPANNER - 25 X 28	NOS.	EVEREST, JALANI, TAPARIA, POWER MASTER, MEKASTER & SNAP-ON
106	OPEN SPANNER - 27 X 32	NOS.	EVEREST, JALANI, TAPARIA, POWER MASTER, MEKASTER & SNAP-ON
107	OPEN SPANNER - 30 X 32	NOS.	EVEREST, JALANI, TAPARIA, POWER MASTER, MEKASTER & SNAP-ON
108	OPEN SPANNER - 36 X 41	NOS.	EVEREST, JALANI, TAPARIA, POWER MASTER, MEKASTER & SNAP-ON
109	RING SPANNER - 10X11	NOS.	EVEREST, JALANI, TAPARIA, POWER MASTER, MEKASTER & SNAP-ON
110	RING SPANNER - 12X13	NOS.	EVEREST, JALANI, TAPARIA, POWER MASTER, MEKASTER & SNAP-ON
111	RING SPANNER - 12X14	NOS.	EVEREST, JALANI, TAPARIA, POWER MASTER, MEKASTER & SNAP-ON
112	RING SPANNER - 14X15	NOS.	EVEREST, JALANI, TAPARIA, POWER MASTER, MEKASTER & SNAP-ON
113	RING SPANNER - 16X17	NOS.	EVEREST, JALANI, TAPARIA, POWER MASTER, MEKASTER & SNAP-ON
114	RING SPANNER - 17X19	NOS.	EVEREST, JALANI, TAPARIA, POWER MASTER, MEKASTER & SNAP-ON
115	RING SPANNER - 18X19	NOS.	EVEREST, JALANI, TAPARIA, POWER MASTER, MEKASTER & SNAP-ON

RING SPANNER - 20 X 22	NOS.	EVEREST, JALANI, TAPARIA, POWER MASTER, MEKASTER & SNAP-ON
RING SPANNER - 21 X 23	NOS.	EVEREST, JALANI, TAPARIA, POWER MASTER, MEKASTER & SNAP-ON
RING SPANNER - 24 X 27	NOS.	EVEREST, JALANI, TAPARIA, POWER MASTER, MEKASTER & SNAP-ON
RING SPANNER - 25 X 28	NOS.	EVEREST, JALANI, TAPARIA, POWER MASTER, MEKASTER & SNAP-ON
RING SPANNER - 27 X 32	NOS.	EVEREST, JALANI, TAPARIA, POWER MASTER, MEKASTER & SNAP-ON
RING SPANNER - 30 X 32	NOS.	EVEREST, JALANI, TAPARIA, POWER MASTER, MEKASTER & SNAP-ON
RING SPANNER - 36 X 41	NOS.	EVEREST, JALANI, TAPARIA, POWER MASTER, MEKASTER & SNAP-ON
SLIDE WRENCH - 8"	NOS.	EVEREST, JALANI, TAPARIA, POWER MASTER, MEKASTER & SNAP-ON
SLIDE WRENCH - 10"	NOS.	EVEREST, JALANI, TAPARIA, POWER MASTER, MEKASTER & SNAP-ON
SLIDE WRENCH - 12"	NOS.	EVEREST, JALANI, TAPARIA, POWER MASTER, MEKASTER & SNAP-ON
PIPE WRENCH - 10"	NOS.	EVEREST, JALANI, TAPARIA, POWER MASTER, MEKASTER & SNAP-ON
PIPE WRENCH - 12"	NOS.	EVEREST, JALANI, TAPARIA, POWER MASTER, MEKASTER & SNAP-ON
	RING SPANNER - 21 X 23  RING SPANNER - 24 X 27  RING SPANNER - 25 X 28  RING SPANNER - 27 X 32  RING SPANNER - 30 X 32  RING SPANNER - 36 X 41  SLIDE WRENCH - 8"  SLIDE WRENCH - 10"  PIPE WRENCH - 10"	RING SPANNER - 21 X 23 NOS.  RING SPANNER - 24 X 27 NOS.  RING SPANNER - 25 X 28 NOS.  RING SPANNER - 27 X 32 NOS.  RING SPANNER - 30 X 32 NOS.  RING SPANNER - 36 X 41 NOS.  SLIDE WRENCH - 8" NOS.  SLIDE WRENCH - 10" NOS.  PIPE WRENCH - 10" NOS.

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128	PIPE WRENCH - 36", HEAVY DUTY	NOS.	EVEREST, JALANI, TAPARIA, POWER MASTER, MEKASTER & SNAP-ON
129	TORQUE WRENCH MANUAL IN COMBINATION COVERING MINIMUM RANGE FROM 5NM- 300 NM	SET	EVEREST, JALANI, TAPARIA, POWER MASTER, MEKASTER & SNAP-ON
130	CHISEL	6"	
131	CHISEL	8"	
132	CHISEL	10"	
133	C CLAMP	3"	
134	C CLAMP	4"	
135	C CLAMP	6"	
136	C CLAMP	8"	
137	C SPANNER	3/4"- 2"	
138	TORCH	6"	
139	SCRAPER FLAT	6"	
140	SCRAPER FLAT	8"	
141	SCRAPER TRIANGULAR	6"	
142	SCRAPER TRIANGULAR	8"	
143	SCRAPER HALF ROUND	6"	
144	SCRAPER HALF ROUND	8"	

E. NO	E. NON SPARKING TOOL LIST				
S.No	TOOL DESCRIPTION	UNIT	COMPOSITION		
1	NON-SPARKING RING HMMR SPNR - 30MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM		
2	NON-SPARKING RING HMMR SPNR - 32MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM		
3	NON-SPARKING RING HMMR SPNR - 34MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM		
4	NON-SPARKING RING HMMR SPNR - 36 MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM		
5	NON-SPARKING RING HMMR SPNR – 38 MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM		

6	NON-SPARKING RING HMMR SPNR – 41 MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM
7	NON-SPARKING RING HMMR SPNR – 46 MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM
8	NON-SPARKING RING HMMR SPNR – 50 MM	NOS.	COPPER BERELIUM / COPPER TITATNIUM
9	NON-SPARKING RING HMMR SPNR – 55 MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM
10	NON-SPARKING RING HMMR SPNR – 60 MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM
11	NON-SPARKING RING HMMR SPNR – 65 MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM
12	NON-SPARKING RING HMMR SPNR – 70 MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM
13	NON-SPARKING RING HMMR SPNR – 75 MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM
14	NON-SPARKING RING HMMR SPNR – 80 MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM
15	NON-SPARKING RING HMMR SPNR – 85 MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM
16	NON-SPARKING RING HMMR SPNR – 90 MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM
17	NON-SPARKING RING HMMR SPNR – 95 MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM
18	NON-SPARKING RING HMMR SPNR - 100 MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM
19	NON-SPARKING RING HMMR SPNR - 105 MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM
20	NON-SPARKING RING HMMR SPNR - 110 MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM
21	NON-SPARKING RING HMMR SPNR - 115 MM	NOS.	COPPER BERELIUM / COPPER TITATNIUM
22	NON-SPARKING RING HMMR SPNR - 120 MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM
23	NON-SPARKING OPEN HMMR SPNR - 30 MM	NOS.	COPPER BERELIUM / COPPER TITATNIUM
24	NON-SPARKING OPEN HMMR SPNR - 32 MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM

25	NON-SPARKING OPEN HMMR SPNR - 34 MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM
26	NON-SPARKING OPEN HMMR SPNR - 36 MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM
27	NON-SPARKING OPEN HMMR SPNR - 38 MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM
28	NON-SPARKING OPEN HMMR SPNR - 41 MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM
29	NON-SPARKING OPEN HMMR SPNR - 46 MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM
30	NON-SPARKING OPEN HMMR SPNR - 50 MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM
31	NON-SPARKING OPEN HMMR SPNR -55 MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM
32	NON-SPARKING OPEN HMMR SPNR - 60 MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM
33	NON-SPARKING OPEN HMMR SPNR - 65 MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM
34	NON-SPARKING OPEN HMMR SPNR - 70 MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM
35	NON-SPARKING OPEN HMMR SPNR - 75 MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM
36	NON-SPARKING OPEN HMMR SPNR - 80 MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM
37	NON-SPARKING OPEN HMMR SPNR - 85 MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM
38	NON-SPARKING OPEN HMMR SPNR -90 MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM
39	NON-SPARKING OPEN HMMR SPNR -95 MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM
40	NON-SPARKING OPEN HMMR SPNR - 100 MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM
41	NON-SPARKING OPEN HMMR SPNR -105 MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM
42	NON-SPARKING OPEN HMMR SPNR - 110 MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM

43	NON-SPARKING OPEN HMMR SPNR - 115 MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM
44	NON-SPARKING OPEN HMMR SPNR - 120 MM	NOS.	COPPER BERELIUM /COPPER TITATNIUM
45	NON-SPARKING HAMMER - 800 GRM	NOS.	COPPER BERELIUM /COPPER TITATNIUM
46	NON-SPARKING HAMMER – 5 LBS	NOS.	COPPER BERELIUM /COPPER TITATNIUM
47	NON-SPARKING HAMMER - 10 LBS	NOS.	COPPER BERELIUM /COPPER TITATNIUM
48	NON-SPARKING HAMMER - 20 LBS	NOS.	COPPER BERELIUM /COPPER TITATNIUM
49	NON-SPARKING OPEN SPANNER - 10 X11	NOS.	COPPER BERELIUM /COPPER TITATNIUM
50	NON-SPARKING OPEN SPANNER - 12 X 13	NOS.	COPPER BERELIUM /COPPER TITATNIUM
51	NON-SPARKING OPEN SPANNER - 12 X 14	NOS.	COPPER BERELIUM /COPPER TITATNIUM
52	NON-SPARKING OPEN SPANNER - 14 X 15	NOS.	COPPER BERELIUM /COPPER TITATNIUM
53	NON-SPARKING OPEN SPANNER - 16 X 17	NOS.	COPPER BERELIUM /COPPER TITATNIUM
54	NON-SPARKING OPEN SPANNER - 17 X19	NOS.	COPPER BERELIUM /COPPER TITATNIUM
55	NON-SPARKING OPEN SPANNER - 18 X19	NOS.	COPPER BERELIUM /COPPER TITATNIUM

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56	NON-SPARKING OPEN SPANNER - 20 X 22	NOS.	COPPER BERELIUM /COPPER TITATNIUM
57	NON-SPARKING OPEN SPANNER - 21 X 23	NOS.	COPPER BERELIUM /COPPER TITATNIUM
58	NON-SPARKING OPEN SPANNER - 24 X 27	NOS.	COPPER BERELIUM /COPPER TITATNIUM
59	NON-SPARKING OPEN SPANNER - 25 X 28	NOS.	COPPER BERELIUM /COPPER TITATNIUM
60	NON-SPARKING OPEN SPANNER - 30 X 32	NOS.	COPPER BERELIUM /COPPER TITATNIUM
61	NON-SPARKING OPEN SPANNER - 32 X 36	NOS.	COPPER BERELIUM /COPPER TITATNIUM
62	NON SPARKING RING SPANNER - 10X11	NOS.	COPPER BERELIUM /COPPER TITATNIUM
63	NON SPARKING RING SPANNER - 12X13	NOS.	COPPER BERELIUM /COPPER TITATNIUM
64	NON SPARKING RING SPANNER - 12X14	NOS.	COPPER BERELIUM /COPPER TITATNIUM
65	NON SPARKING RING SPANNER - 14X15	NOS.	COPPER BERELIUM /COPPER TITATNIUM
66	NON SPARKING RING SPANNER - 16X17	NOS.	COPPER BERELIUM /COPPER TITATNIUM

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67	NON SPARKING RING SPANNER - 17X19	NOS.	COPPER BERELIUM /COPPER TITATNIUM
68	NON SPARKING RING SPANNER - 18X19	NOS.	COPPER BERELIUM /COPPER TITATNIUM
69	NON-SPARKING RING SPANNER - 20 X 22	NOS.	COPPER BERELIUM /COPPER TITATNIUM
70	NON-SPARKING RING SPANNER - 21 X 23	NOS.	COPPER BERELIUM /COPPER TITATNIUM
71	NON-SPARKING RING SPANNER - 24 X 27	NOS.	COPPER BERELIUM /COPPER TITATNIUM
72	NON-SPARKING RING SPANNER - 25 X 28	NOS.	COPPER BERELIUM /COPPER TITATNIUM
73	NON-SPARKING RING SPANNER - 30 X 32	NOS.	COPPER BERELIUM /COPPER TITATNIUM
74	NON-SPARKING RING SPANNER - 32 X 36	NOS.	COPPER BERELIUM /COPPER TITATNIUM
75	NON-SPARKING SLIDE WRENCH -10"	NOS.	COPPER BERELIUM /COPPER TITATNIUM
76	NON-SPARKING SLIDE WRENCH -12"	NOS.	COPPER BERELIUM /COPPER TITATNIUM
77	NON-SPARKING CHISEL - 6"	NOS.	COPPER BERELIUM /COPPER TITATNIUM
78	NON-SPARKING CHISEL - 12"	NOS.	COPPER BERELIUM /COPPER TITATNIUM

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	79	NON-SPARKING SCREW DRIVER(12X8X150)	NOS.	COPPER BERELIUM /COPPER TITATNIUM
	80	NON-SPARKING COKEING CHISEL SET	NOS.	COPPER BERELIUM /COPPER TITATNIUM

F. HYDR	F. HYDRAULIC JACKS & PULLERS			
SR.NO	DESCRIPTION	MAKE	CAPACITY (T)	
1	HYDRAULIC FLAT JACK	BEMCO, MEKASTER, ORIENTEL ENGG, VANJAX, VANKOS, WACO, ENERPAC, POWER TEAM/REPUTED EQUIVALENT MAKE	3	
2	HYDRAULIC FLAT JACK	BEMCO, MEKASTER, ORIENTEL ENGG, VANJAX, VANKOS, WACO, ENERPAC, POWER TEAM/REPUTED EQUIVALENT MAKE	10	
3	HYDRAULIC FLAT JACK	BEMCO, MEKASTER, ORIENTEL ENGG, VANJAX, VANKOS, WACO, ENERPAC, POWER TEAM/REPUTED EQUIVALENT MAKE	20	
4	HYDRAULIC FLAT JACK	BEMCO, MEKASTER, ORIENTEL ENGG, VANJAX, VANKOS, WACO, ENERPAC, POWER TEAM/REPUTED EQUIVALENT MAKE	50	
5	HYDRAULIC PULLER JACK	SKF/REPUTED EQUIVALENT MAKE	50	
6	HYDRAULIC PULLER JACK	SKF/REPUTED EQUIVALENT MAKE	10	
7	HYDRAULIC PUMP	BEMCO, MEKASTER, ORIENTEL ENGG, VANJAX, VANKOS, WACO, ENERPAC, POWER TEAM/REPUTED EQUIVALENT MAKE	3	
8	HYDRAULIC PUMP	BEMCO, MEKASTER, ORIENTEL ENGG, VANJAX, VANKOS, WACO, ENERPAC, POWER TEAM/REPUTED EQUIVALENT MAKE	10	
9	HYDRAULIC PUMP	BEMCO, MEKASTER, ORIENTEL ENGG, VANJAX, VANKOS, WACO, ENERPAC, POWER TEAM/REPUTED	20	

		EQUIVALENT MAKE	
10	HYDRAULIC PUMP	BEMCO, MEKASTER, ORIENTEL ENGG, VANJAX, VANKOS, WACO, ENERPAC, POWER TEAM/REPUTED EQUIVALENT MAKE	50

SR NO	INSTRUMENTS	MAKE & MODEL
1	VIBRATION ANALYSER	EMERSON-CSI2140 OR EQUIVELENT MODEL OF MAKE PRUFTECHNIK/ SKF
2	VIBRATION ANALYSER	IRD811D
3	RPM MEASUREMENT	IRD STROBE LIGHT
4	VIBRATION PEN	SKF
5	RPM METER	SKF
6	THERMOGRAPHY CAMERA (MIN RANGE 0- 1400 DEG C)	FLIR/FLUKE/OLYMPUS
7	GAUSS METER	FW 4180
8	TEMPREATURE GUN	
9	THICKNESS METER	OLYMPUS/STANLEY
10	PYROMETER MIN RANGE 500-1400 DEG C	IMTAC/FLUKE/FLIR

SR NO	DESCRIPTION	DIMENSIONS
1	METALLIC RACK HAVING SAFE WORKING LOAD(SWL) 250 KG ,DIMENSION LENGTH- 3000MM,HEIGHT-1500 MM,WIDTH-700 MM HAVING 4 NUMBERS OF SELVES(SPACING- 300MM)	DIMENSION LENGTH- 3000MM,HEIGHT- 1500 MM,WIDTH-700 MM HAVING 4 NUMBERS OF SELVES(SPACING- 300MM) OF SWL-250KG
2	METALLIC RACK HAVING SAFE WORKING LOAD(SWL) 500 KG ,DIMENSION LENGTH- 3000MM,HEIGHT-1500 MM,WIDTH-700 MM HAVING 4 NUMBERS OF SELVES(SPACING- 300MM)	DIMENSION LENGTH- 3000MM,HEIGHT- 1500 MM,WIDTH-700 MM HAVING 4 NUMBERS OF SELVES(SPACING- 300MM) OF SWL-500KG

SL NO	DESCRIPTION	UNIT	QUANTITY
	MECHANICAL WORKSHOP EQUIPMENT (REFER ATTACHMENT-I )		
1	(GROUP ITEM NO- W1)	MT	210
	MISCELLANEOUS ITEMS (REFER ATTACHMENT-II)		
2	(GROUP ITEM NO- W2) for the items as	MT	15
	applicable.		

## **GROUTING (FOR ATTACHMENT-I & II AS APPLICABLE)**

Grouting works include supply of materials, manpower, and necessary arrangement for application of grouting as per technical specification, vendor's requirement and instruction of Owner/Consultant. Machineries with ≥500 H.P., Araldite of M/s CIBA Geigy or equivalent shall be used. for all equipments/machinaries including tall towers having height more than 10 Meter and weight more than 25 MT, SHRINKOM - 20 or Conbextra GP-2 shall be used. However, for structurals ordinary 1:1:2 cement grout mix added with anti-shrinkage compound shall be used without any extra cost to Owner.

# **HINDUSTAN URVARAK & RASAYANLIMITED**

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



# **SECTION - VI**

FORMS AND PROCEDURES
(NIT)

# **INDEX**

Annexure	Description
1	Techno-Commercial Proposal Bid Form
2	Format for Electronics Payment
3	Tender Acceptance Letter & Letter of authorization to submit bid
4	No deviation Certificate
5	Certificate from CEO/MD/ Legally Authorised Signatory
6	Acceptance to Fraud Prevention Policy of HURL
7	Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India

#### **TECHNO-COMMERCIAL PROPOSAL BID FORM**

### (To be submitted on the Letter Head of Bidder)

NIT Ref. No.: HURL/HQ/CS625, Dated: 14.10.2025

Bidder's Name & Address	:	Date:

Person to be contacted : Designation :

Tel. No(s). :
Mobile No. :
Fax No(s). :
E-mail address:

To

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

Dear Sirs,

- 1.0 Having examined the Bidding Documents bearing No. HURL/HQ/CS625 dated 14.10.2025 including its subsequent amendments and clarifications, if any, issued by Owner, the receipt of which is hereby acknowledged, we the undersigned, offer to complete the work under the above-named Package in full conformity with the said Bidding Documents and hereby furnish our Techno-Commercial Proposal.
- 2.0 We have understood the instructions and the terms & conditions mentioned in the Bidding Documents furnished by you and have thoroughly examined the specifications laid down by you in the Bidding Documents and are fully aware of the nature of consultancy services required.

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

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

Sr. No	Description
1	Power of Attorney as per requirement mentioned in NIT.

2	Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD) as per format enclosed at <b>Annexure-13</b> of Section VI (Forms & Procedures) of the Bidding documents / MSE Certificate for exemption of EMD.
3	Signed, Stamped and Scanned copy of Certificates like Registration Certificate, GST No., PAN No., UDYAM etc.
4	Signed, Stamped and Scanned copy of Format for Electronics Payment (Enclosed as <b>Annexure-2</b> to Forms and Procedures i.e., Section VI) and a copy of cancelled cheque.
5	Signed, Stamped and Scanned copy of Tender Acceptance Letter & Letter of authorization to submit bid (Enclosed as <b>Annexure-3</b> to Forms and Procedures i.e., Section VI).
6	Documents as required in accordance with Qualifying Requirements / Pre-Qualification Criteria (PQC) i.e., <u>Clause 6</u> of NIT.
7	Signed, Stamped and Scanned copy of No deviation Certificate (Enclosed as <b>Annexure-4</b> to Forms and Procedures i.e., Section VI).
8	Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director or Legally Authorized Signatory, in the format as enclosed as <b>Annexure-5</b> to Forms and Procedures i.e., Section VI to Bidding Document shall be furnished certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof.
9	Signed, Stamped and Scanned copy of Form of Acceptance of Fraud Prevention Policy of HURL (Enclosed as <b>Annexure-6</b> to Forms and Procedures i.e., Section VI).
10	Signed, Stamped and Scanned copy of Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India. (Enclosed as <b>Annexure-7</b> to Forms and Procedures i.e., Section VI).
11	Signed, Stamped and Scanned copy of Declaration on Local Content (Preference to Make in India). (Enclosed as <b>Annexure-14</b> to Forms and Procedures i.e., Section VI).
12	Any other document asked for in the Bidding Documents.

## 3.0 COMPLIANCE TO THE PROVISIONS OF THE BIDDING DOCUMENTS

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

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

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

- 3.2 We further declare that additional conditions, variations, deviations, if any, found in the bid, shall not be given effect to.
- 4.0 We undertake, if our bid is accepted, to commence the work immediately upon your Notification of Award to us.
- 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 thisday of	
Thanking you,	Yours faithfully,
Date :	(authorised signatory Name)
Place :	(Designation)
	Company Seal

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

NIT Ref. No.: HURL/HQ/CS625, Dated: 14.10.2025

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

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

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

Authorized signatory of the bidder
Name:
Designation:
Date:

Note: Copy of cancelled cheque to be enclosed.

Annexure-3

#### TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

NIT Ref. No.: HURL/HQ/CS625, Dated: 14.10.2025 Sub: Acceptance of Terms & Conditions of Tender.

Dear Sir,

- 1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: https://eprocure.gov.in/eprocure/app as per your advertisement, given in the above-mentioned website(s).
- 2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. 01 to 103 (including all documents like annexure(s), schedule(s) etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
- 3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
- 4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
- 5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
- 6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

	Yours faithfully, (Signature)
Date:	Name & Designation
Place:	Name of the Company(Seal of Company)

## **DECLARATION FOR "NO DEVIATION"**

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

- 1. With reference to HURL's NIT No.: HURL/HQ/CS625, Dated: 14.10.2025 For "SUPPLY & INSTALLATION OF BALANCE MECHANICAL WORKSHOP ITEMS AT HURL'S FERTILIZER PLANTS (GORAKHPUR, BARAUNI & SINDRI)", 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 SIGINATORY OF THE BIDDING COMPANY ON COMPANY'S LETTER HEAD)

NIT Ref. No.: HURL/HQ/CS625, Dated: 14.10.2025

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

Dear Sir,	
I, Mr(CEO of th	e Company / MD of the Company / Proprietor of
the Firm / Authorized Signatory), hereby ce	ertify that the data and documents furnished by
M/sin r	espect of Techno-Commercial Evaluation are true
and correct including the contents thereof.	
I further, confirm that if at any point of ti	me 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	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)

NIT Ref. No.: HURL/HQ/CS625, Dated: 14.10.2025

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

Sub: Form of Acceptance of Fraud Prevention Policy of HURL

We have read the contents of the Fraud Prevention Policy of HURL displayed on its website <a href="http://www.hurl.net.in">http://www.hurl.net.in</a> 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)

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

NIT Ref. No.: HURL/HQ/CS625, Dated: 14.10.2025

To,

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

Land Line: 011-2250 2267/ 2268

Dear Sir,

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

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

	Yours faithfully,
	(Signature)
Date:	Name & Designation
Place:	Name of the Company
	(Seal of Company)

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

# **Bid Security Form**

## **Bank Guarantee**

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

Bank Guarantee No Date
То:
General Manager (C&M) / Manager (C&M) Hindustan Urvarak & Rasayan Limited, (A JV of CIL, NTPC, IOCL, FCIL & HFCL) Core-3, 9th Floor, SCOPE Minar Laxmi Nagar, District Centre New Delhi, PIN – 110092 Land Line: 011-2250 2267/ 2268
Dear Sirs,
In accordance with Invitation for Bids under your Bid Document No, M/s having its Registered / Head Office at (hereinafter called the 'Bidder') wish to participate in the said bid for [Name of Package]
As an irrevocable bank guarantee against Bid Security for an amount of  (*) . valid for days from (**) required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bidding Documents.
We, the [Name & address of the Bank]having our Head Office at (#) guarantee and undertake to pay immediately on demand by
This Guarantee shall be irrevocable and shall remain valid up to(@)  If any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s  [Bidder's Name] on whose behalf this guarantee is issued.

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

Notwithstanding anything contained herein:

- 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 an
stamp
on thisday ofatat

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

Authorized Vide Power of Attorney No...

Date...

#### NOTF:

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

Bank: SBI

Current account no 38166287368,

IFSC Code- SBIN0004803.

**ANNEXURE - 9** 

### **Performance Security Form**

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

Bank Guarantee No.....

Date	
Date	

To,

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

Dear Sirs,

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

restri includ perio	icted to (*) ding (@)	d hereinabove our liability under this guarantee is
Dated	d 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.

**ANNEXURE - 10** 

### **BANK GUARANTEE VERFICATION 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).
- In case the BGs from Banks abroad,
   has the BG been executed on Letter
   Head of the Bank, whether adhesive Stamp
   of appropriate value has been affixed thereon.
- d) Has the executing Officer of BG indicated his name, designation and Power of Attorney No. / Signing Power No. etc. on the BG?
- e) Is each page of BG duly signed/initiated by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?
- f) Does the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?
- g) In case of any changes in contents of text, whether changes are of minor/clerical nature (Which in no way limits the right of HURL in any manner)?
- h) In case of deviations in text of BG, which materially affect the right of Owner, whether the changes have been agreed based on the opinion by Legal Department or BG is considered acceptable on the basis of opinion of Law Department already available on the similar issue.
- i) Are the factual details such as Bid Document No./Specification No. / NOA / LOA / Contract No., Contract Price, Percentage of Advance, Amount of BG and Validity of BG correctly mentioned in the BG?

- j) Whether overwriting / cutting if any on the BG have been properly authenticated under signature & seal of executant?
- k) Whether the BG has been issued by a Bank in line with the provisions of Bidding / Contract Documents?
- I) 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.

**ANNEXURE-11** 

PROFORMA OF CERTIFICATE FROM THE CEO/CFO OF THE COMPANY IN ACCORDANCE
WITH FINANCIAL REQUIREMENT CRITERIA IN CASES WHERE AUDITED RESULTS FOR THE
LAST FINANCIAL YEAR AS ON THE DATE OF TECHNO-COMMERCIAL BID OPENING ARE NOT
AVAILABLE.

(To be submitted by the Bidder along with the Techno-Commercial Bid with QR DOCUMENTS

ON COMPANY LETTER HEAD)

NIT Ref. No.: HURL/HQ/CS625, Dated: 14.10.2025

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

Dear Sir / Madam;

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

undertake that the financial results of the com	(*CEO/*CFO of the Company), confirm and appany for the last financial year are under audit bening and the certificate from the practicing parameters is not available.		
Accordingly, the company is not able to submit the certificate from a practicing Chartered Accountant certifying its financial parameters for the last financial year and the audited results of the three consecutive financial years preceding the last financial year have been considered for meeting the financial parameters in the bid submitted by M/s.			
	NICAL WORKSHOP ITEMS AT HURL'S FERTILIZER		
PLANTS (GORAKHPUR, BARAUNI & SINDRI. unde 14.10.2025	er <b>NIT Reference No</b> . HURL/HQ/CS 625, Dated:		
	Yours faithfully, (Signature)		
Date:	Name & Designation		
Place:	Name of the Company		
	(Seal of Company)		
	ANNEXURE-12_		
REQUIREMENT CRITERIA IN CASES WHERE	E CA IN ACCORDANCE WITH FINANCIAL AUDITED RESULTS FOR THE LAST FINANCIAL IERCIAL BID OPENING ARE NOT AVAILABLE.		
(To be issued by CA (on letter head of CA) and submitted along with the Techno-Commercial  Bid with QR Documents)			
Ref. No.:	Date:		
To, M/s. Hindustan Urvarak & Rasayan Limited 9th Floor, Core-4, SCOPE Minar Laxmi Nagar District Centre, Delhi-110092			
Dear Sir / Madam;			
Sub: Certificate regarding non-availability of fi	nancial statement for last financial year.		
We			

last financial year are under audit as on the date of Techno-Commercial bid opening and the

financial parameters for the last financial year is not available.

	Yours faithfully,
Date:	Signature
Place:	Name & Designation
	Name of the CA
UDIN:	(Seal of the CA)
FRN:	

**ANNEXURE-13** 

# **PROOF OF PAYMENT OF EMD**

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

NIT Ref. No.: HURL/HQ/CS625, Dated: 14.10.2025

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

**Sub: PROOF OF PAYMENT OF EMD** 

Dear Sir / Madam,

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

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

7	UTR ID for RTGS / NEFT	
8	Demand Draft Number and date (if applicable)	
9	Bank Guarantee Number and Date (if applicable)	

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

Yours faithfully,
Signature
Name & Designation
Name of the Company
(Seal of the Company)

# **HINDUSTAN URVARAK & RASAYAN LIMITED**

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



# SECTION - I

# NOTICE INVITING TENDER (NIT)

NAME OF PACKAGE: SUPPLY & INSTALLATION OF BALANCE MECHANICAL WORKSHOP ITEMS AT HURL'S FERTILIZER PLANTS (GORAKHPUR, BARAUNI & SINDRI)

NIT NO: HURL/HQ/CS625, DATED: 04.11.2025



**1.0** HURL (Hindustan Urvarak & Rasayan Limited) invites on-line bids on Limited Tender basis under Two Bid system for aforesaid package.

#### 2.0 Brief Details

Published Date	Refer CPP Portal
Bid Document Download / Sale Start Date	Refer CPP Portal
Bid submission Start Date	Refer CPP Portal
Last Date and Time for Bid submission	Refer CPP Portal
Technical Bid Opening Date & Time	Refer CPP Portal
Earnest Money Deposit (EMD) in INR	INR 5,00,000
Pre-Bid Conference Date & Time (if any)	Refer CPP Portal
Last Query Date	Refer CPP Portal
Reverse Auction	Not Applicable

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.

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

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

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

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

Bidder who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>, 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, 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)

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

l. No.	Qualifying Requirement proposed by the Committee	Documents required (To be submitted as part of techno-commercial bid)
	who should have executed supply, installation & testing of Mechanical Work Shop Equipments which includes at least Lathe Machine &	A) Purchase Order copy covering following details: i. Purchase order number, Date, and value. ii. Name of the Employer / Owner / Client. iii. Period of Contract / Supply. iv. Scope of Work / Items to be supplied.  B) Execution certificate issued by Employer / Owner / Client highlighting following: i. Reference Purchase order number with date and value. ii. Name of the Employer / Owner / Client. iii. Period of Contract. iv. Value of executed work C) Contact details of the Employer / Owner / Client / end user
2.	The net worth of the bidder shall be positive as per audited financial statement as on 31st March 2025	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \

3	The average financial turnover during the last three consecutive financial years ending on 3lst March 2025 should be at least Rs. 3.81 Crore	Audited Balance Sheet / Profit & Loss Account for the three preceding financial years i.e 2022-23, 2023-24 and 2024-2025.
		i). In case above is not available, then certificate from practicing CA / SA certifying the annual turnover for the three preceding financial years i.e. 2022-23, 2023-24 and 2024-2025.
		ii). In case above are not available, then audited Balance Sheet / Profit & Loss Account for the three consecutive financial years preceding the last financial year i.e. 2021-22, 2022-23 and 2023-2024 along with Annexure A&B
		iii). In case above are not available, then certificate from practicing CA / SA certifying the annual turnover for the three consecutive financial years preceding the last financial year ie. 2021-22, 2022-23 and 2023-2024 along with Annexure A&B
		Note-
		UDIN number should be mentioned in the CA certificates
4	Bidder should not be on holiday list/Black list in any GOVT/PSU Sector as on date of issue of NIT	Bidder has to submit a declaration on their letter head that they are not on holiday list/Black list in any GOVT/PSU Sector as on date of issue of NIT

- **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 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.
- 9.0 Bids shall be digitally signed and uploaded by someone legally authorized and competent on behalf of his firm / company i.e., Bidder and relevant documents w.r.t. the same to be uploaded along with the bid by the bidders. The Power of Attorney (on stamp paper duly notarized) of such person needs to be furnished along with bid.

### 10.0 Address for Communication.

Sh.ShaktiPadaMahto Manager (C&M)

Hindustan Urvarak & Rasayan Limited (A Joint Venture of CIL, NTPC, IOCL, FCIL & HFCL)

Core-3, 9th Floor, SCOPE Minar, Laxmi Nagar District Centre, New Delhi-110092.

EPBAX No: 011-2250 2267/ 2268

**Email:** shaktipada.mahato@hurl.net.in

Sh. Umang Sinha Chief Manager (C&M)

Hindustan Urvarak & Rasayan Limited (A Joint Venture of CIL, NTPC, IOCL, FCIL & HFCL)

Core-3, 9th Floor, SCOPE Minar, Laxmi Nagar District Centre, New Delhi-110092.

EPBAX No: 011-2250 2267/ 2268

Email:umangsinha@hurl.net.in