

HINDUSTAN URVARAK & RASAYAN LIMITED

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



SECTION – I

NOTICE INVITING TENDER (NIT)

**NAME OF PACKAGE: HURL BRANDING DURING PURI RATH
YATRA (2024)**

NIT NO: HURL/HQ/CS442, DATED 14.06.2024



- 1.0** HURL (Hindustan Urvarak & Rasayan Limited) invites on-line bids from eligible Bidders fulfilling the Qualifying Requirements / Pre-Qualification Criteria (PQC) under Two Bid system by following quality cum cost based selection evaluation methodology for aforesaid package.

2.0 Brief Details

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| 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 81,000 |
| 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 (<https://eprocure.gov.in/eprocure/app>).

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



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

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

6.0 Qualifying Requirements / Pre-Qualification Criteria (PQC)

The bidder shall fulfil the following eligibility criteria and furnish documentary proof wherever applicable:

| Sl. No. | Qualifying Requirement proposed by the Committee | Documents required (To be submitted as part of techno-commercial bid) |
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| 1 | Work executed of similar work done with photo graphs in the preceding seven (07) years reckoned as on the date of techno-commercial bid opening. Similar work done definition: (1) Live Telecast on LED Screen (2) E-Rickshaw branding (3) Road Box Gate (4) Wall Wrap (5) KM Signage branding (6) Handled Media Non-FCT advertisements. | Copy of POs with Execution Certificate certified by practising Chartered Accountants (with UDIN no)/Statutory Auditors (with UDIN no) / Client signed & stamped by authorized representative of client on client letter head |
| 2 | Bidders should have a minimum turnover of Rs. 12.05 Lacs in any one of the Financial years- FY 23-24, FY 22-23, FY 21-22, FY 20-21. | Copy of financial statements (Balance sheet & P&L) or CA certificate with valid UDIN as documentary evidence |
| 3 | Bidder should be either be Partnership firm or Sole Proprietor or Limited company | <p>i) For Proprietorship firm - Name of the proprietor to be mentioned. Affidavit of proprietorship duly notarized (Latest) to be submitted.</p> <p>ii) For partnership firms –Affidavit duly notarized, confirming the current status of the firm along with names of the partners or copy of partnership deed duly notarized to be submitted</p> <p>iii) For limited companies, notarized copy of Memorandum and Articles of Association and list of directors to be submitted.</p> |



- 7.0** Bids will be opened as per date/time as mentioned on the Date specified above or on the date specified on the e-tendering portal. The date of Price-Bid opening will be intimated later on the e-tendering portal.
- 8.0** HURL shall not be responsible for any postal /courier delay for submission of EMD and/or other original documents, if applicable.
- 9.0** HURL reserves the right to reject any or all bids or cancel/withdraw the NIT for the subject package without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.
- 10.0** Bids shall be digitally signed and uploaded by someone legally authorized and competent on behalf of his firm / company i.e., Bidder and relevant documents w.r.t. the same to be uploaded along with the bid by the bidders.

The Power of Attorney of such person needs to be furnished on stamp paper duly notarized.

11.0 Address for Communication.

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



SECTION – II

INSTRUCTIONS TO BIDDERS
(ITB)



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| 1.0 | Introduction | <p>Hindustan Urvarak & Rasayan Limited (HURL) is a joint venture company of Coal India Limited (CIL), NTPC Limited (NTPC) and Indian Oil Corporation Limited (IOCL) as the lead promoters with Fertilizer Corporation of India Limited (FCIL) and Hindustan Fertilizer Corporation Limited (HFCL) as other two partners.</p> <p>HURL referred to herein as ‘the Employer’, intends to engage an agency for supply of Goods & related Services or Services as per specifications, Scope of Work as detailed in the Bidding documents.</p> | | | | | | | | | | | | |
| 2.0 | General Information | <p>The prospective Bidders are invited to submit a “Technical & Commercial Bid” and “Price Bid” for the package. Methodology for submission of Bid has been detailed hereunder in this document.</p> <p>Applicability of Reverse Auction may be seen on the CPP website / NIT.</p> | | | | | | | | | | | | |
| 3.0 | Content of Bidding Documents | <p>The items and/or services required, bidding procedures, order/contract terms and technical requirements are prescribed in the bidding documents/Bidding Documents.</p> <p>The bidding documents include the following sections:</p> <table><tr><td>Section-I</td><td>Notice Inviting Tender (NIT)/Tender Enquiry/Invitation for Bid (IFB)</td></tr><tr><td>Section-II</td><td>Instruction to bidder (ITB)</td></tr><tr><td>Section-III</td><td>General Conditions of Contract (GCC)</td></tr><tr><td>Section-IV</td><td>Standard Conditions of Contract (SCC)</td></tr><tr><td>Section-V</td><td>Technical specifications & Scope of work</td></tr><tr><td>Section-VI</td><td>Forms and Procedures</td></tr></table> <p>The Bidder is expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in rejection of its bid.</p> | Section-I | Notice Inviting Tender (NIT)/Tender Enquiry/Invitation for Bid (IFB) | Section-II | Instruction to bidder (ITB) | Section-III | General Conditions of Contract (GCC) | Section-IV | Standard Conditions of Contract (SCC) | Section-V | Technical specifications & Scope of work | Section-VI | Forms and Procedures |
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| 4.0 | Benefits To MSEs | <p>Micro and Small Enterprises (MSEs) shall be exempted from paying Earnest Money Deposit.</p> <p>Further, in case of tenders where splitting of quantity is possible, participating MSEs quoting price within price band of L1 + 15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 percent of</p> | | | | | | | | | | | | |

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| | | <p>total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity).</p> <p>The benefit as above to MSEs shall be available only for Goods/Services produced & provided by MSEs.</p> <p>MSEs seeking exemption and benefits should enclose/upload in e-tender portal an attested/self-certified copy of following registration certificate as a part of his bid, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.</p> <p>i) Ministry of MSME vide Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 had notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified, form and procedure for filing the memorandum (Udyam Registration) w.e.f. 01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e. https://msme.gov.in/) Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs- 2012</p> <p>ii) An enterprise registered prior to 30.06.2020 and who is not re-registered with Udyam Registration, shall continue to be valid for a period up to 31.03.2022. Such enterprise shall submit EM Part-II or Udyog Aadhaar Memorandum (UAM) for availing benefits of PPP-2012.</p> |
| 5.0 | Cost of Bidding | <p>The Bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.</p> |
| 6.0 | Clarification on Bidding Documents | <p>A prospective Bidder requiring any clarification of the Bidding Document shall put the query under Clarification tab of the on-line bid at least three days prior to the clarification end date. EMPLOYER will respond to any request for clarification or modification of the bidding documents that it receives within the time line specified.</p> <p>EMPLOYER will post the Clarifications under Clarification tab at e-tender i.e., CPP website. Bidders can view these clarifications.</p> <p>Bidders are advised to regularly check under Clarification tab regarding posting of clarification, if any.</p> <p>Bidders must check the Clarifications issued before submission of Bid. Should the Employer deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so and upload the amendments in the tender on the e-tender portal.</p> |
| 7.0 | Corrigendum/ Amendment to Bidding | <p>At any time prior to the deadline for submission of bids, EMPLOYER may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding</p> |



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| | Documents | <p>documents.</p> <p>The corrigendum's/amendment's will be posted in the tender on the e-tender portal for viewing by the Bidder. The amendments will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are advised to regularly check the tender regarding posting of Amendments, if any.</p> <p>To give prospective Bidders reasonable time to take the corrigendum/amendment into account in preparing their bid, EMPLOYER may, at its discretion, extend the deadline for the submission of bids.</p> |
| 8.0 | Language of Bid | <p>The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English. In such case for purposes of interpretation of the Bid such translation shall govern.</p> |
| 9.0 | Bid Proposal | <p>Bid shall be complete in all respects and shall be submitted with requisite information and Attachments. It shall be free from any ambiguity.</p> <p>For preparation of Bids, Bidders are expected to go through the complete bidding documents carefully. Material deficiencies in providing the information requested may result in rejection of the Bid.</p> |
| 10.0 | Documents Comprising the Bid | <p>The Bid shall comprise of following components:</p> <p>Technical Bid:</p> <p>The following documents are to be furnished by the Bidder as part of the Technical Bid:</p> <ol style="list-style-type: none"> Techno Commercial Proposal Bid Form Power of Attorney as per requirement mentioned in NIT. proof for payment of Earnest Money Deposit (EMD) as per format enclosed at Annexure-14 of Section VI of Bidding document (Forms & Procedures) of the Bidding document/ MSE Certificate for exemption Certificates like Registration certificate, GST No, PAN No. etc. Format for Electronic Payment and a copy of cancelled cheque. Tender Acceptance Letter & Letter of authorization to submit bid. |



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| | | <p>g) Documents as required in accordance with Eligibility Criteria</p> <p>h) No deviation Certificate.</p> <p>i) Certificate from CEO or Managing Director or Legally Authorised Signatory, in the format as enclosed with the Bidding Document certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof. However, if at any point of time the declarations given in bid are found to be incorrect, HURL shall have the full right to terminate the contract and take any action as per provisions of contract including forfeiture of EMD/Security Deposit.</p> <p>j) Acceptance of Fraud Prevention Policy of HURL,</p> <p>k) Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India”.</p> <p>Price Bid:</p> <p>The Price bid is to be submitted in the BOQ provided in the Tender at https://eprocure.gov.in/eprocure/app.</p> <p>Bidders are advised to fill the BOQ and upload the same on the portal. Bidder should not tamper/modify download price bid template. In case if the same is found to be tampered / modified in any manner, bid will be rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with HURL for a period of 2 years.</p> |
| 11.0 | Bid Prices | <p>Bidders shall quote such that the bid price covers all the Supplier's obligations mentioned in or to be reasonably inferred from the bidding documents including all requirements in accordance with the requirements of the Technical Specifications & Scope of Work. Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents.</p> <p>Bidders shall give a breakdown of the prices in the manner and detail called for in the Bill of Quantity (BOQ).</p> |
| 12.0 | Price Basis | Bidders are required to quote price on the price basis as per Scope of Work / stipulated in the SCC. |
| 13.0 | Bid Currencies | All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the Special Conditions of Contract, on FIRM price basis and to remain valid during the currency of the Contract. |
| 14.0 | EARNEST MONEY DEPOSIT (EMD) / BID SECURITY / GUARANTEE: <p>i. The Bidder shall furnish, as part of his bid, a Earnest Money Deposit in the</p> | |

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).”**

ii. 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
- 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.

The format of Bid Guarantee (BG) towards EMD shall be in accordance with the form of EMD included in the bidding documents (Annexure 8 of Section VI (Forms and Procedures)). The BG towards EMD shall remain valid for a period of forty-five (45) days beyond the original Bid validity period or beyond any extension in the period of Bid validity subsequently requested from any Scheduled / Commercial Bank recognised by Reserve Bank of India. The Bank Guarantee Verification Checklist duly filled in as per format given in the Bidding Documents is also to be submitted. Bidder shall ensure that all the points of check list are replied in "Yes".

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



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| | <p>contract pursuant to Fraud Prevention Policy of HURL.</p> <p>f) if the Bidder withdraws/ amends, impairs and derogates from the tender.</p> <p>vi. No interest will be payable by the Employer on the said amount covered under Earnest Money Deposit.</p> <p>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.</p> <p>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.</p> <p>viii. RTGS / NEFT details of HURL as under:</p> <p style="padding-left: 40px;">Account Name: Hindustan Urvarak & Rasayan Limited Account no: 00000038863886798 IFSC code: SBIN0004803.</p> <p>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.</p> <p>Price Bids shall be opened only of those bidder(s) whose EMD shall be found as per the requirement of the bidding documents.</p> <p>Exemption from submission of EMD:</p> <p>Micro and Small Enterprises (MSEs) bidders are exempted from submission of EMD as per provisions at clause 4.0 above.</p> <p>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.</p> | |
| 15.0 | <p>Performance Security / Performance Bank Guarantee (PBG)</p> | <p>Within thirty (30) days of the receipt of Purchase Order/Service Order from the Employer, the contractor shall furnish the Contract Performance Security / Guarantee, for the due performance of the Contract for the value equivalent to 10% of the contract price with an initial validity up to ninety (90) days beyond the completion date for work plus defect liability period (if any), for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer.</p> <p>Performance Security / Performance Bank Guarantee (PBG) may be</p> |



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| | | <p>submitted in any of the following forms:</p> <ul style="list-style-type: none"> a) electronically by RTGS / NEFT in the account of HURL details of which are given in bidding document or b) in the form of Demand Draft in favour of <i>Hindustan Urvarak & Rasayan Limited</i>, Payable at New Delhi. or c) in the form of an irrevocable bank guarantee in accordance with the form of included in the bidding documents (Annexure 9 of Section VI (Forms and Procedures)) from any Nationalized bank / Scheduled Bank recognised by Reserve Bank of India. <p>Failure of the supplier to submit the above-mentioned Performance Security / Performance Bank Guarantee (PBG) shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p> <p>No interest shall be payable by the Employer to the Contractor against the Security Deposit furnished.</p> <p>Performance Security shall be returned after Certification of completion of work and Defect Liability period (if any) by EIC. However, the contractor will have to apply in writing, for refund of the same.</p> |
| 16.0 | Confirmation of BGs through Structured Financial Messaging System (SFMS)/SWIFT | <p>While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided in the Special Purchase Conditions.</p> <p>Bidders are advised to ensure that the message is sent by their Bankers and the Bidders must submit the reference details as part of the bid with the EMD.</p> <p><u>Name of Beneficiary of Bank Guarantee:</u></p> <p>Name of the Bank: State Bank of India</p> <p>Account Name-Hindustan Urvarak & Rasayan Limited</p> <p>Account no-00000038863886798</p> <p>IFSC code- SBIN0004803.</p> <p>Secured Message Type-SBININBB102</p> <p>In case of submission of EMD in the form of Bank Guarantee, bidders are requested to provide the Details like Bank Name, Branch address, IFSC code and Branch E-mail Id of BG issuing Branch on EMD submission covering letter</p> |
| 17.0 | Ineligibility For Future Tenders | <p>Notwithstanding the provisions regarding forfeiture of Earnest Money Deposit specified above, if a bidder after having been issued the Purchase Order/Contract, either does not accept the Purchase</p> |



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| | | <p>Order/Contract or does not submit an acceptable Performance Security and which results in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of the particular package.</p> <p>If a bidder after opening of tenders where EMD is 'NIL/Not applicable' or exempted for bidders as per policy guidelines, withdraws its offer within the validity period of the offer, then such bidder shall be treated as ineligible for participation in the future tenders issued from HQ for a period of 6 months from the date of withdrawal of the bid.</p> <p>If a bidder after having been issued the Notification of Award/Purchase Order of a package where EMD is 'NIL/Not applicable' or exempted for bidder as per policy guidelines, either does not accept the Notification of Award/Purchase Order or does not submit an acceptable Performance Security pursuant to ITB Clause titled 'Performance Security', and which result in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of this particular package.</p> |
| 18.0 | Period of Validity of Bids (Techno-Commercial Bid and Price Bid) | <p>Bids shall remain valid for a period of 180 days from the closing date prescribed by EMPLOYER for the receipt of bids, unless otherwise specified in Special Conditions of Contract (SCC). A bid valid for a shorter period shall be rejected by EMPLOYER as being non-responsive.</p> <p>In exceptional circumstances, EMPLOYER may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing by post or email or by telefax followed by post confirmation. If a Bidder accepts to extend the period of bid validity, the validity of Earnest Money Deposit shall also be suitably extended. A Bidder may refuse the request without forfeiting its Earnest Money Deposit. A Bidder granting the request will not be required nor permitted to modify its bid.</p> |
| 19.0 | Nil Deviation | <p>No deviation, whatsoever, is permitted by EMPLOYER to any provision of Bidding Documents. The Bidders are advised that while making their Bids and quoting prices, all conditions are appropriately taken into consideration. Bidders shall certify their compliance to the complete Bidding Documents as per Certificate at Annexure 4 of Section VI (Forms and Procedures).</p> <p>In case the Products and/or Services offered do not meet the Technical requirements, the bid shall be rejected as Technically non-responsive.</p> <p>Bidders may note that in case the Bidder refuses to withdraw additional conditions/deviations/variations/exception, implicit or explicit, found anywhere in the techno-commercial bid, the bid shall be rejected as Technically non-responsive.</p> <p>Bidders may also note that any deviation/variation in any form in the</p> |



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



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| | | <p>a) Techno Commercial Proposal Bid Form (Enclosed as Annexure-1 to Forms and Procedures i.e., Section VI)</p> <p>b) Power of Attorney as per requirement mentioned in NIT.</p> <p>c) Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD) as per format enclosed at Annexure-14 of Section VI (Forms & Procedures) of the Bidding documents / MSE Certificate.</p> <p>d) Signed, Stamped and Scanned copy of Certificates like Registration certificate, GST No, PAN No. etc.</p> <p>e) Signed, Stamped and Scanned copy of Format for Electronics Payment (Enclosed as Annexure-2 to Forms and Procedures i.e., Section VI) and a copy of cancelled cheque.</p> <p>f) Signed, Stamped and Scanned copy of Tender Acceptance Letter & Letter of authorization to submit bid (Enclosed as Annexure-3 to Forms and Procedures i.e., Section VI)</p> <p>g) Documents as required in accordance with Eligibility Criteria i.e., <u>Clause 6</u> of NIT</p> <p>h) Signed, Stamped and Scanned copy of No deviation Certificate (Enclosed as Annexure-4 to Forms and Procedures i.e., Section VI)</p> <p>i) Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director or Legally Authorised Signatory, in the format as enclosed as Annexure-5 to Forms and Procedures i.e., Section VI to Bidding Document shall be furnished certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof. However, if at any point of time the declarations given in bid are found to be incorrect, HURL shall have the full right to terminate the contract and take any action as per provisions of contract including forfeiture of EMD/Security Deposit.</p> <p>j) Acceptance to Fraud Prevention Policy of HURL, for which the bidder has to submit Signed, Stamped and Scanned copy of Form of Acceptance of Fraud Prevention Policy of HURL. (Enclosed as Annexure-6 to Forms and Procedures i.e., Section VI)</p> <p>k) Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India". (Enclosed as Annexure-7 to Forms and Procedures i.e., Section VI)</p> |
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| | | <p>Note: -</p> <p>Bidders are requested to upload the clearly visible documents only otherwise if not clearly visible then offer shall be liable for rejection without any further communication. The Techno-Commercial Bid should not contain any price content entry. In case, the Techno-Commercial Bid is found to contain any price content, such bid shall be liable for rejection.</p> <p>Checklist of documents to be submitted is enclosed as Annexure-1 to ITB.</p> |
| 21.2.2 | Price Bid (COVER TYPE – FINANCE) | <p>The Price bid is to be submitted in the BOQ provided in the Tender at https://eprocure.gov.in/eprocure/app.</p> <p>Bidders are advised to fill the BOQ and upload the same on the portal. Bidder should not tamper/modify download price bid template. In case if the same is found to be tampered / modified in any manner, bid will be rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with HURL for a period of 2 years.</p> <p>Bidders shall necessarily submit the prices on-line in the Bill of Quantity (BOQ) only.</p> <p>For preparation of the “Price Bid”, Bidders are expected to take into account the requirements and conditions of the bidding documents. The Price Bid shall be made in the ‘BOQ’ (excel file) only of Bidding Documents.</p> <p>The rate quoted by the bidder shall be inclusive of all provisions for incidental expenses necessary for proper execution and completion of the work in accordance with the terms & condition of the bidding document.</p> <p>All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the Special Conditions of Contract, on FIRM price basis and to remain valid during the currency of the Contract.</p> |
| | Documents to be uploaded in the format stipulated in the tender (online). | |
| | Note: | <p>In case of Single Stage Two envelope bidding, Price Bid of those bidders whose bids are found to be qualified (based on PQC and QCBS methodology) and technically & commercially responsive shall be opened at a later date under intimation to such bidders.</p> |
| 22.0 | Deadline for Submission of Bids | <p>Bids must be submitted online no later than the time and date stated in the Tender Enquiry/NIT/ on line Tender details.</p> <p>The Off-line bid specified in the tender must be submitted to the Employer at the address given in the Special Conditions of Contract before the last date & Time for submission of Bid as specified in the</p> |



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



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| | | <p>separately by Employer. Bidders, whose Techno-Commercial Bid is not substantially responsive, their Technical Bid shall be rejected and their Price bid will also be rejected & shall not be opened and their Earnest Money Deposit shall be returned.</p> <p>Price bids of only those Bidders who have been considered qualified and whose Techno-commercial Bid is found to be responsive and has scored minimum 60 marks in the QCBS evaluation shall be opened.</p> <p>The participating bidders will be able to view the bid prices of all the bidders after online opening of Price Bids by Employer on the e-tender portal.</p> |
| 25.0 | Clarification on Bids | <p>During bid evaluation, EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence declared in the bid for the purpose of meeting Qualifying Requirement and technical evaluation as specified in NIT/IFB and Bid evaluation methodology. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid including substitution of Purchase Orders/Contracts executed in the bid by new/additional Purchase Orders/Contracts executed for conforming to Qualifying Requirement shall be sought, offered or permitted.</p> <p>For this purpose, only 1 chance, shall be given. If the techno-commercial acceptability of bidder is established upon verification of documents including clarifications submitted, the case shall be considered for further processing. If the bidder happens to be defaulter upon verification of the documents or has not uploaded the required document within the mentioned time frame his bid would be analysed based on the uploaded documents and if found not in order as per requirement, would be outrightly rejected.</p> |
| 26.0 | Preliminary Examination Of Techno-Commercial Bids | <p>EMPLOYER will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.</p> <p>Prior to the detailed evaluation, the Employer will determine whether the bid is of acceptable quality, is generally complete and is substantially responsive to the bidding document. For purpose of this determination, a substantially responsive bid is one that conforms to all the terms, condition and specifications of the bidding documents without material deviations, objections, conditionality or reservations.</p> <p>A material deviation, objection, conditionality or reservation is</p> <ul style="list-style-type: none"> (i) that effects in any substantial way the scope quality or performance of the contract. (ii) that limits in any substantial way inconsistent with the bidding |

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| | | <p>document the Employers right or the successful bidder's obligation under the contract or</p> <p>(iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.</p> <p>Material deficiencies in the bid may render the bid non-responsive and may lead to the rejection of the bid.</p> <p>EMPLOYER's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by EMPLOYER, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.</p> |
| 27.0 | Evaluation Of Techno-Commercial Bids | <p>EMPLOYER will carry out a detailed evaluation of the Techno-Commercial bids (of the qualified bidders shortlisted as above) previously determined to be substantially responsive in order to determine whether the technical and commercial aspects are in accordance with the requirements set forth in the bidding documents. In order to reach such a determination, EMPLOYER will examine and compare the technical and commercial aspects of the bids on the basis of the information supplied by the bidders. Bidder may note that no deviation, whatsoever, is permitted by EMPLOYER to any provisions of Bidding Documents.</p> <p>In case the Bidder refuses to withdraw additional conditions/deviations/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.</p> |
| 28.0 | Preliminary Examination Of Price Bid | <p>The Employer will examine the Price bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.</p> <p>In case any additional conditions/deviations/variations/exception, implicit or explicit, is found anywhere in the Price bid, the Earnest Money Deposit shall be forfeited.</p> |
| 29.0 | Discrepancies In Bid | <p>In case of discrepancies in the bid, the following will be adopted to correct the discrepancies for Arithmetical for the purpose of evaluation.</p> <ol style="list-style-type: none"> In case of discrepancy between unit price in figures and words, the unit price words will be considered as correct. In case of discrepancy between unit price and total price, the unit price will be considered as correct. |



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| | | 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 | <p>The evaluation criteria specified in Special Conditions of Contract (SCC) shall over-ride all other similar related clauses appearing elsewhere in the bidding documents.</p> <p>The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this Bidding Document.</p> |
| 31.0 | Evaluation Of Bids | <p>a) The Employer shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.</p> <p>b) To evaluate a Bid, HURL shall only use all the criteria and methodologies defined in this document.</p> <p>c) To evaluate a Bid, HURL shall consider the following:</p> <ul style="list-style-type: none"> • The bid price as quoted as per Bill of Quantity (BOQ) • Price adjustment for correction of discrepancy. • Price adjustment due to Price Preference, pursuant to ITB clause 4.0, if applicable • Price adjustment due to Price Preference due to any other condition specified in Special Purchase Condition; • Price adjustment due to application of the evaluation criteria. |
| 32.0 | Contacting The Employer | <p>Subject to ITB clause 25.0 above, no Bidder shall contact the Employer on any matter relating to its bid, from the time of the opening of Bids to the time the contract is awarded.</p> <p>Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.</p> |
| 33.0 | Employer's Right To Accept Any Bid And To Reject Any Or All Bids | <p>The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder(s) of the grounds for the Employer's action.</p> |
| 34.0 | Award Criteria | <p>Subject to ITB Clause 33, the Employer will award the contract to the successful Bidder whose bid has been determined to be substantially responsive to the Bidding Documents and qualified to perform the contract satisfactorily, as per methodology specified in Special Conditions of Contract (SCC).</p> <p>The Bidder will be required to comply with all requirements of the Bidding Documents without any extra cost to the Employer, failing which his Earnest Money Deposit will be forfeited.</p> |



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| 35.0 | Construction of Contract | <p>If required, HURL may place separate Orders for supplies and Services.</p> <p>The award of separate Purchase Orders shall not in any way dilute the responsibility of the Supplier for the successful completion of the Facilities as per Contract documents and a breach in one Purchase Order shall be construed as a breach of the other Purchase Order(s) which will confer a right on the Employer to terminate the other Contract(s) also at the risk and cost of the Supplier.</p> <p>The total value of all the orders shall be the Total Package value.</p> |
| 36.0 | Notification of Award | <p>Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing by email or letter or by telefax to be confirmed in writing by letter sent by Speed Post/Registered/courier, that its bid has been accepted. The notification of award (Purchase/Service Order) will constitute the formation of the contract and shall be effective from the date of award or the date as specified in Special Conditions of Contract (SCC).</p> |
| 37.0 | Corrupt or Fraudulent Practices | <p>Employer requires that Bidders, Contractors and Suppliers observe the highest standard of ethics during the procurement and execution of the contracts. In pursuance of this policy, Employer:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;</p> <p>(b) will reject a bid for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract of the Employer.</p> |
| 38.0 | Fraud Prevention | <p>The Bidders/ Service Providers/ Vendors/ Consultants etc. shall strictly adhere to the Fraud Prevention Policy of HURL displayed on</p> |



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

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| | | <p>company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.</p> <p>iii. “Sub-contractor” (including the term ‘Sub-vendor’/Sub-supplier’ in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of Sub-contractors stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>iv. “Bidders from a country which shares a land border with India” / “Sub-contractor from a country which shares a land border with India” mentioned in para above means;</p> <p>a) An entity incorporated, established or registered in such a country; or</p> <p>b) A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c) An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d) An entity whose beneficial owner is situated in such a country; or</p> <p>e) An Indian (or other) agent of such an entity; or</p> <p>f) A natural person who is a citizen of such a country; or</p> <p>g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p> <p>v. The beneficial owner for the purpose of clause “iv” above will be as under;</p> <p>a) In case of company of Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.</p> <p>Explanation-</p> <p>i. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;</p> <p>ii. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements;</p> <p>b) In case of a partnership firms, the beneficial owner is the</p> |
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| | | <p>natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p>c) In case of an unincorporated associations or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</p> <p>d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing officials;</p> <p>e) In case of a trust, the identifications of beneficial owner(s) shall include identification of the author of trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>vi. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p>vii. In regard to “Restrictions on procurement from a Bidder of a country which shares a land border with India” bidder has to submit Certificate as per Annexure 7 of Section VI (Forms and Procedures) of the bidding document.</p> |
| 42. | HURL right to assess the capabilities and capacity of Bidder | HURL reserves the right to assess the capabilities and capacity of the Bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of HURL. |
| 43 | Guidelines for Consortium Bidding (wherever applicable) | <p>In case of consortium Bidding following provisions are to be complied:</p> <p>a) Consortium Agreement shall be furnished in the format as per enclosed Annexure 15 under Sec VI Forms and Procedures of the bidding document.</p> <p>b) A Consortium to whom the tender enquiry is issued shall not change its constitution on the basis of which the Consortium submitted its Bid.</p> <p>c) The Bidder shall be bound by the said consortium agreement and shall discharge all obligations stated therein towards the OWNER and shall be liable to the OWNER for any breach of terms and conditions thereof.</p> <p>d) All members of the Consortium shall be jointly and severally responsible for the execution of the WORK in accordance with the CONTRACT. The leader of the Consortium shall be</p> |

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| | | <p>authorized to incur liabilities and receive instructions for and on behalf of any and all member(s) of the Consortium. Notwithstanding anything to the contrary contained in the consortium agreement, the leader of the consortium shall have coordination responsibility for execution of the CONTRACT and will have to carry single point responsibility of the submitted bid, implementation of the Project and full responsibility of executing the entire 'Scope of work' of this tender. The leader of consortium shall submit undertaking in their own format signed by all the consortium members to this effect.</p> <p>If the Bidder has not furnished "Consortium Agreement" and "Undertaking from Leader of Consortium" along with their bid the Bidder shall be asked to furnish the same. In case of non-receipt of same, the Bid shall be considered non-responsive and shall be rejected.</p> <p>e) The bid shall be signed by all the constituents of the Consortium. Alternatively, the Leader of the Consortium may sign the bid provided a Power of Attorney (duly Notarized) from each member authorizing the Leader for signing and submission of bid on behalf of individual member must accompany the techno-commercial bid. Other members of the Consortium may participate in techno-contractual discussions and also sign the minutes of such discussions/meetings along with the Leader of the Consortium.</p> <p>f) Leader of the Consortium on behalf of the Consortium shall co-ordinate with HURL during the period the bid is under evaluation and also during the execution of the contract, if the same is awarded. The Leader of the Consortium shall also be responsible for resolving dispute/misunderstanding/undefined activities, if any, amongst all the constituents of the Consortium.</p> <p>g) Any correspondence exchanged between HURL and the Leader of Consortium shall be binding on all the constituents of the Consortium.</p> <p>h) Contract, if awarded, shall be in the name of the Consortium clearly specifying the names of all the constituents and also mentioning that the Consortium is led by which constituent. Accordingly, Bid Security /Earnest Money Deposit (EMD) and Performance Security shall be submitted in the name of the Consortium clearly specifying the names of all the constituents along with that of the leader.</p> <p>i) In the event of award of contract to the Consortium, the contract shall be signed by each constituent of the Consortium. Alternatively, the Leader of the Consortium may sign the contract subject to submission of a Power of Attorney (duly notarized) from each constituent authorizing the Leader of the Consortium to sign the contract on behalf of the</p> |
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| | | <p>individual member of the Consortium. Irrespective of whether the Contract is signed by all the constituents or by the Leader, all the constituents of the Consortium shall be jointly and severally responsible for satisfactory execution of the contract.</p> <p>j) Payment for work done under the contract shall be made by HURL only to the Leader of the Consortium. Invoice for the work done shall be raised by leader of the consortium.</p> |
| | Important Note | <p>The Special Conditions of Contract (SCC) will supersede any other related conditions anywhere else in the Bidding Documents and will prevail for evaluation / finalization of the tender.</p> |



Annexure-1 to ITB

Checklist of documents to be submitted:

| Sr. No | Item | Yes / No | Bid Ref. |
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| 1 | Techno Commercial Proposal Bid Form. (Enclosed as Annexure-1 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 Annexure-14 of Section VI (Forms & Procedures) of Bidding document / MSE Certificate for exemption. | | |
| 4 | Signed, Stamped and Scanned copy of Certificates like Registration certificate, GST No, PAN No, etc. | | |
| 5 | Signed, Stamped and Scanned copy of Format for Electronics Payment (Enclosed as Annexure-2 to Forms and Procedures i.e., Section VI) and a copy of cancelled cheque. | | |
| 6 | Signed, Stamped and Scanned copy of Tender Acceptance Letter (Enclosed as Annexure-3 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 Annexure-4 to Forms and Procedures i.e., Section VI) | | |
| 9 | Signed, Stamped and Scanned copy of Certificate from CEO/MD/ Legally Authorised Signatory, in the format as enclosed as Annexure-5 to Forms and Procedures i.e., Section VI) to Bidding Document shall be furnished certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof. However, if at any point of time the declarations given in bid are found to be incorrect, HURL shall have the full right to terminate the contract and take any action as per provisions of contract including forfeiture of EMD/Security Deposit. | | |
| 10 | Acceptance to Fraud Prevention Policy of HURL, for which the bidder has to submit Signed, Stamped and Scanned copy | | |



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| | of Form of Acceptance of Fraud Prevention Policy of HURL. (Enclosed as Annexure-6 to Forms and Procedures i.e., Section VI). | | |
| 11 | Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India” i.e. (Enclosed as Annexure-7 to Forms and Procedures i.e., Section VI). | | |

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



Annexure 2 to ITB

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| A | Instructions for Online Bid Submission | <p>The bidders are required to submit their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bidsonline on the CPP Portal.</p> <p>More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.</p> <p>1.0 REGISTRATION</p> <p>1.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.</p> <p>1.2 As part of the enrollment process, the bidders will be required to choose a unique username and assign a password for their accounts.</p> <p>1.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.</p> <p>1.4 Upon enrollment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / nCode / eMudhra etc.), with their profile.</p> <p>1.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.</p> <p>1.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.</p> <p>2.0 SEARCHING FOR BIDDING DOCUMENTS</p> <p>2.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.</p> |
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| | | <p>2.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the Bidding Document.</p> <p>2.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.</p> <p>3.0 <u>PREPARATION OF BIDS</u></p> <p>3.1 Bidder should take into account any corrigendum published on the Bidding Document before submitting their bids.</p> <p>3.2 Please go through the Bidding Document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.</p> <p>3.3 Bidder, in advance, should get ready the documents to be submitted as indicated in the Bidding Document / schedule. Generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.</p> <p>4.0 <u>SUBMISSION OF BIDS:</u></p> <p>4.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. HURL shall NOT be responsible for any delay.</p> <p>4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Bidding Document.</p> <p>4.3 Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.</p> <p>4.4 Bidder should prepare the EMD as per the instructions specified in the Bidding Document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the Bidding Documents.</p> <p>4.5 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the Bidding Document, then the</p> |
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| | | <p>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.</p> <p>4.6 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.</p> <p>4.7 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.</p> <p>4.8 Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded Bidding Documents become readable only after the tender opening by the authorized bid openers.</p> <p>4.9 The uploaded Bidding Documents become readable only after the tender opening by the authorized bid openers.</p> <p>Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid withall other relevant details.</p> <p>4.10The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.</p> <p>4.11The Bidder is allowed to re-submit the Bid and related Bid documents before the last dateof Bid submission and time. The Bid can be re-submitted as many times as required by the Bidder, within the indicated timelines. The last version of the Bid submitted by the Bidder before the Bid submission date and time will be considered for Bid evaluation.</p> <p>4.12The Bidder is permitted to withdraw his Bid before the last date of Bid submission and time through the CPP Portal. The</p> |
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| | | <p>bidder should provide the supporting reasons for bid withdrawal and attach the supporting letter to the Purchaser.</p> <p>4.13 During bid evaluation, EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to the Purchase Orders/Contracts executed declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT/IFB. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid including substitution of Purchase Orders/Contracts executed in the bid by new/additional Purchase Orders/Contracts executed for conforming to Qualifying Requirement shall be sought, offered or permitted.</p> <p>For this purpose, only 1 chance, shall be given. If the techno-commercial acceptability of bidder is established upon verification of documents including clarifications submitted, the case shall be considered for further processing. If the bidder happens to be defaulter upon verification of the documents or has not uploaded the required document within the mentioned time frame his bid would be analyzed based on the uploaded documents and if found not in order as per requirement, would be outrightly rejected.</p> |
| | | <p>Bidders must apprise themselves of the applicable guidelines for submission of and uploading of bids etc. on CPP website.</p> |

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



SECTION – III

GENERAL CONDITIONS OF CONTRACTS
(GCC)



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



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| | | 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. |
| 2 | Order of the precedence of the Documents | "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. |
| | | 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 |



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| | | <p>a whole.</p> <p>The order of precedence of documents shall be as under:</p> <ol style="list-style-type: none"> Contract Agreement and the Appendices Purchase Order/Service Order along with its annexures. Amendment to Bidding Documents Special Conditions of Contract Technical Specifications including Scope of Work General Purchase Conditions The Bid and BOQ submitted by the Supplier Instructions to bidders <p>An amendment issued after issue of Contract shall take precedent over the formal Contract and all other contract documents.</p> <p>In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Documents are listed above.</p> <p>Any error in description, quantity or rate in Bill of Quantity (BOQ) or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Works comprised therein according to drawings and specifications or from any of his obligations under the Contract.</p> |
| 3 | Singular and Plural | <p>The singular shall include the plural and the plural the singular, except where the context otherwise requires.</p> |
| 4 | Headings | <p>The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.</p> <p>Heading and marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.</p> |
| 5 | Communications and Notices | <p>Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the Authorized Representatives named in the Contract.</p> <p>A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p> <p>A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.</p> |
| 6 | Governing Laws | <p>The Contract shall be governed by and interpreted in accordance with laws in force in India.</p> <p>The Courts of Delhi shall have exclusive jurisdiction in all matters arising under the Contract, unless otherwise stated in the SCC.</p> |

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



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



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| | | <p>furnished by the Contractor to the Owner.</p> <p>The Contract Price (of both domestic and foreign Contractor) shall also be exclusive of GST applicable on services as per the rates prevailing as on seven (7) days prior to the date of Techno-Commercial bid opening. In case the Contractor is from outside India, who does not have any fixed establishment or permanent address in India, the GST shall be paid to the concerned Tax Authorities in India by the Owner and the same shall be recovered/ deducted from the Contractor.</p> <p>In case of any variation in the rate of GST during the period of Contract, an equitable amount shall be paid/ recovered from the Contractor to fully take into account any such change.</p> <p>If a new tax, duty or levy is imposed or any rates of tax are increased or decreased under statute or law in India after the date seven (7) days prior to date of Techno-Commercial bid opening and the Contractor becomes liable there under to pay and actually pays the said new tax, duty or levy for bonafide use on the work contracted, the same shall be reimbursed/recovered to the Contractor.</p> <p>As regards Income Tax, Surcharge on Income Tax and other Corporate Taxes, including Cess wherever applicable, the Contractor shall be responsible for such payments to the concerned authorities.</p> <p>The Owner shall be entitled to make necessary tax deductions at source as per the prevalent laws. The Contractor shall be required to submit the PAN details before the submission of the first bill/invoice under the Contract.</p> <p>In case the Contractor is from outside India, it shall be required to either furnish (i) the certificate from Indian Tax Authority or (ii) Ruling from "the Authority for Advance Ruling (AAR)" determining the applicable rate of Income Tax in India before release of first payment.</p> <p>The Contractor shall himself be informed of all the applicable laws, notifications, rules, circulars and other communications of the State or Central or other authorities with regard to levy of any tax, duty, cess, levy or fee etc, which in any manner may impinge upon him in performance of any obligations/responsibilities under or arising out of the Contract.</p> <p>Further in case of foreign Contractor, certain benefits of Income Tax may be available to him in his country under Double Taxation Avoidance Agreement (DTAA). While quoting for the assignment, the foreign Contractors are required to consider such benefits in their proposal.</p> |
| 14 | Effectiveness of Contract | <p>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.</p> |
| 15 | Effective Date | <p>The date the Contract comes into effect shall be as specified in the SCC.</p> |



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

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



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



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| | | 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 | <p>If the Contractor fails to complete the Work on or before the scheduled or extended date of completion, he shall, without prejudice to any other right or remedy of the Employer, arising out of the Contract on account of such delay, be liable for payment of liquidated damages @ ½ percent per week, not as penalty, on the Contract Value of the Work for every week that the progress remains below the required progress or that the Work remains incomplete subject to a maximum of 5% of the Contract Value.</p> <p>In case of amendment in the contract value, the limiting value of the Liquidated damages shall be 5% of the amended Contract Value.</p> <p>The amount of Compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Owner.</p> |
| 33 | Change in laws and regulations | If, after the date seven (7) days prior to the last date of Bid submission, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Supplier has thereby |

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| | | <p>been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to items in respect of both direct transactions between the Employer and Supplier.</p> |
| 34 | Performance Security | <p>Within thirty (30) days of the receipt of Purchase Order/Service Order from the Employer, the contractor shall furnish the Contract Performance Guarantee (CPG), if applicable, for the due performance of the Contract for ten percent (10%) of the Contract Price with an initial validity up to ninety (90) days beyond the completion date for work plus defect liability period (if any), for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer as mentioned below.</p> <p>CPG may be submitted in any of the following forms:</p> <ol style="list-style-type: none"> 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. <p>Failure of the supplier to submit the above-mentioned Contract Performance Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p> <p>No interest shall be payable by the Employer to the Contractor against the Security Deposit furnished.</p> <p>Performance Security shall be returned after Certification of completion of work by EIC. However, the contractor will have to apply in writing, for refund of the same.</p> |
| 35 | Force Majeure | <p>Neither CONTRACTOR nor OWNER shall be considered in default in the performance of their obligations under CONTRACT, as long as such performance is prevented or delayed for reasons such as, including but not limited to, whether similar or dissimilar, acts of God, earthquake, tidal wave, tsunami, hurricane, storm, typhoon or cyclone (except monsoon), floods, lightening, land slide, fire or explosions, plague or epidemic, strikes of a whole National category of workers and concerted act of workmen or other industrial disturbances (lasting more than 7 consecutive calendar DAYS), lockouts (lasting more than 7 consecutive calendar DAYS), sabotage, blockade, war, riots, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, terrorist acts, insurrection or military or usurped power of confiscation or trade embargoes or destruction or requisition by order of any Government or any Public Authority or for reasons or cause beyond the reasonable control of the affected party provided notice of any such cause is given forthwith and in any event not later than one week (7) DAYS of the happening of the event by the party claiming the benefit of this Clause to the other specifying the matter constituting FORCE MAJEURE explaining to what extent contractual obligations will thereby be prevented or delayed and the further period for which it is estimated that such prevention or delay will continue.</p> |

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| | | <p>CONTRACTOR shall provide justificatory documents countersigned by the local Chamber of Commerce. Notwithstanding the forgoing, FORCE MAJEURE shall not include (a) weather conditions reasonably to be expected for the climate in the geographic area of the SITE including but not limited to the monsoon season, (b) the occurrence of any manpower or material shortages unless such a shortage is itself caused by an event of force majeure, or (c) any delay, default or failure (direct or indirect) in obtaining materials, or in any SUB-CONTRACTOR/VENDOR or worker performing any WORK or any other delay, default or failure (financial or otherwise) attributable to SUB-CONTRACTOR/Vendor/worker, unless such delay, default or failure results from any act, event or condition which would, with respect to such SUBCONTRACTOR/ VENDOR/ worker, constitute an event of force majeure.</p> <p>If the CONTRACTOR suffers delay in the due execution of the contractual obligations due to delays caused by force majeure as defined above, the agreed time of completion of job covered by this CONTRACT or the obligation of the CONTRACTOR shall be extended by a period of time on account of force majeure conditions, provided that on the occurrence of any such contingency, the CONTRACTOR shall within 30 days reports to the OWNER in writing, the cause of delay and likely duration of cause of delay with requisite documentary evidence.</p> <p>Should one or both the parties be prevented from fulfilling the contractual obligations by a state of FORCE MAJEURE lasting continuously for a period of 6 weeks, the two parties shall consult each other regarding the future implementation of the CONTRACT. The mere shortage of labour, materials or utilities shall not constitute FORCE MAJEURE unless caused by circumstances which are themselves FORCE MAJEURE.</p> <p>CONTRACTOR and OWNER shall endeavour to prevent, overcome or remove the causes of FORCE MAJEURE.</p> <p>No ground for exemption can be invoked if CONTRACTOR has failed to give timely notice by registered letter and subsequently supported it by documentary evidence.</p> <p>Delay or non-performance by a party hereto caused by the occurrence of any event of FORCE MAJEURE shall not:</p> <ul style="list-style-type: none"> (a) Constitute a default or breach of the CONTRACT, <li style="text-align: center;">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. <p>Force Majeure is no one's fault, therefore each party should bear its own cost and a provision to terminate the CONTRACT in case of Force Majeure extending beyond six (06) month is provided. Should OWNER wish the CONTRACTOR to continue further, both parties may sit together and mutually agree on the future course failing which Parties</p> |
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| | | <p>will have the right to terminate. Such termination shall not be considered as Termination for Owner's Convenience. However, outstanding invoices, payment for supplies made and payment to the work already performed will be paid by OWNER on such termination and shall be detailed at the time of CONTRACT finalisation. CONTRACTOR shall have the right to take action to mitigate the impact of the prolonged Force Majeure event in mutual consent with Owner.</p> <p>FORCE MAJEURE shall not apply to any obligation of the OWNER to make payments to the CONTRACTOR under the contract.</p> |
| 36 | No Breach of Contract | <p>The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.</p> |
| 37 | Measures to be Taken on Force Majeure | <p>A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor, upon instructions by the Owner, shall either:</p> <ul style="list-style-type: none"> (a) demobilize, in which case the Contractor shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Owner, in reactivating the Services; or (b) continue with the Services to the extent possible, in which case the Contractor shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred. |
| 38 | Suspension | <p>The Contractor shall, on receipt of the order in writing of the Engineer-in-Charge, suspend the progress of the Works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary for any of the following reasons:</p> <ul style="list-style-type: none"> (i) On account of any default on part of the Contractor; |

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

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| | | <p>For the purpose of this Sub-Clause:</p> <p>"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Owner and includes collusive practice among Contractors (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition.</p> |
| 40 | Termination for Insolvency | <p>The Owner and the Contractor may at any time terminate the Contract by giving notice to the other party if:</p> <ul style="list-style-type: none"> (a) the Owner becomes bankrupt or otherwise insolvent; (b) the Contractor becomes (or, if the Contractor consist of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or (c) in such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party. |
| 41 | Termination for Convenience | <p>The Owner, by notice sent to the Contractor, may in its sole discretion and for any reason whatsoever, terminates the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Owner's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>In event of termination of Order/Contract, the Employer shall pay to the Supplier/Contractor the Contract Price, properly attributable to the works/supplies executed by the Supplier/Contractor as on the date of termination. However, any sums due to the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Order/Contract.</p> |
| 42 | Termination because of Force Majeure | <p>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.</p> |
| 43 | Cessation of Services | <p>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.</p> |

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| 44 | Payment upon Termination | Upon termination of this Contract pursuant to GCC Clauses to 39 to 42, the Owner shall make the payments to the Contractor for Services satisfactorily performed prior to the effective date of termination. |
| 45 | Disputes about Events of Termination | <p>If either Party disputes whether an event specified in GCC Clause 39, 40 or 41 has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 46, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.</p> <p>In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC Clause 46.</p> |
| 46 | Settlement of Disputes | <p>of Adjudicator</p> <p>Managing Director (MD) of HURL shall be the Appointing Authority for Adjudicator. Adjudicator under the Contract shall be retired judge of Supreme Court/High Court of India.</p> <p>If any dispute of any kind whatsoever shall arise between the Owner and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the services—whether during the progress of the work or after their completion and whether before or after the termination, abandonment or breach of the Contract—the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.</p> <p>The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Owner or the Contractor within fifty-six (56) days of such reference, the decision shall become final and binding upon the Owner and the Contractor. Any decision that has become final and binding shall be implemented by the parties forthwith.</p> <p>Should the Adjudicator resign or die, or should the Owner and the Contractor agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the Contract, another Adjudicator shall be jointly appointed by the Owner and the Contractor. Failing agreement between the two within twenty-eight (28) days, the new Adjudicator shall be appointed at the request of either party by the Appointing Authority. Expenses incurred in the process of adjudication including the fees required to be paid to the adjudicator, if any, shall be shared equally between the Owner and the Contractor.</p> |

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| | | <p>Arbitration</p> <p>If either the Owner or the Contractor is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within twenty-eight (28) days of a dispute being referred to it, then either the Owner or the Contractor may, within fifty-six (56) days of such reference, give notice to the other party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with above clause, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Services.</p> <p>Any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.</p> <p>The Owner and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within twenty-eight (28) days after the latter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority as given below:</p> <ul style="list-style-type: none"> a) President, Institution of Engineers in case of an Indian Contractor. b) President, International Chambers of Commerce, Paris in case of a Foreign Contractor. <p>If one party fails to appoint its arbitrator within forty-two (42) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.</p> <p>If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned under the Clause related to Governing Law and a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>Arbitration proceedings shall be conducted</p> <p>(i) in accordance with the following rules of procedure :-</p> <ul style="list-style-type: none"> a) In case of a foreign Contractor, the arbitration proceeding shall be conducted in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976. b) In case of an Indian Contractor, adjudication/Arbitration proceedings shall be conducted in accordance with Indian Arbitration and Conciliation Act 1996. In case the Indian Contractor is an Indian Public Sector Enterprise/Government |
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| | | <p>Department (but not a State Govt. Undertaking or Joint Sector Undertaking which is not a subsidiary of Central Govt. Undertaking), the dispute arising between the Owner and the Contractor shall be referred for resolution to a Permanent Arbitration Machinery (PAM) of the Department of Public Enterprises, Government of India.</p> <p>c) In case of a foreign collaborator/associate of the Contractor, the arbitration proceedings shall be conducted in accordance with the United Nation Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976.</p> <p>(ii) in New Delhi, India (Place for Arbitration)</p> <p>(iii) in the language in which this Contract has been executed.</p> <p>The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.</p> |
| 47 | Fraud Prevention Policy | <p>The Supplier along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall strictly adhere to the Fraud Prevention policy of the Employer displayed on its tender website http://www.hurl.net.in.</p> <p>The Supplier along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of the Contract (Purchase Order/Service Order).</p> <p>The Supplier shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.</p> |
| 48 | Risk purchase | <p>In the event Contractor fails to execute the services in scheduled completion period, HURL reserves the right to get the job executed from any other source at the Contractors risk and cost and the difference in cost shall be borne by the Contractor.</p> <p>Further, HURL shall retain the right of forfeiture of Performance Security and or any other action as deemed fit.</p> |

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| 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. |
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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 |
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| 1 | Qualifying Requirements / Pre-Qualification Criteria (PQC) | As per clause 6.0 of Section 1 i.e., NIT (Notice Inviting Tender). |
| 2 | Price Bid/ BOQ | <p>Schedule of price bid / BOQ in the form of BOQ_XXXX .xls is provided along with this tender document at https://eprocure.gov.in/eprocure/app.</p> <p>Bidders are advised to upload the same in the commercial bid. Bidder shall not tamper/modify download price bid template in any manner. In case if the same is found to be tampered / modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with HURL.</p> <p>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.</p> <p>The GST shall be paid extra @18% or as applicable time to time.</p> <p>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.</p> <p>Note: Quantity mentioned in the BOQ / SOR are non-splitable under the tender. BOQ (Bill of Quantity) and SOR (Schedule of Rates) shall have the same meaning.</p> |
| 3 | <u>Bid Evaluation</u> | <p><u>PRELIMINARY EXAMINATION OF TECHNO-COMMERCIAL BIDS</u></p> <p>OWNER will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.</p> <p>Prior to the detailed evaluation, OWNER will initially determine whether each Techno-Commercial bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the technical specifications, scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the bidding documents,</p> |

the Owner's rights or the successful Bidders obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

If the Bidder has not furnished "No Deviation Certificate" along with their bid , the Bidder shall be asked to furnish the same. In case of non-receipt of same, the Financial Bid of the respective Bidder shall not be opened & considered rejected.

No deviation, whatsoever, is permitted by OWNER to any provisions of Bidding Documents. The Bidders are advised that while making their Bid proposals and quoting prices, all conditions may appropriately be taken into consideration. Bidders shall certify their compliance to the complete Bidding Documents by furnishing the No Deviation Certificate confirming that any deviation to the any Provisions found anywhere in their Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing which the bid security shall be forfeited.

OWNER'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 OWNER, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

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 under quality cum cost based system (CQCCBS) methodology as per Annexure A to SCC. A negative determination will result in rejection of the Bidder's Techno-Commercial Bid in which event HURL will not conduct CQCCBS evaluation and will not open the Price Bid of the concerned bidder and his EMD shall be returned.

It may be noted that the CQCCBS evaluation shall be carried out off-line and price bid of only those bidders who qualify the Pre-Qualification Criteria and have scored 60 marks and above shall be termed as Techno-Commercially qualified on the CPPP Portal for opening of PRICE BID.

The PRICE BID shall be opened only of those bidders whose bid would have been considered techno-commercially accepted and bidders who have scored 60 marks or more in Technical evaluation of CQCCBS. Conditional bid will not be accepted.

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| | | <p><u>Price Bid Evaluation</u></p> <p>Price bid(s) of the bidder(s) shall be evaluated on the basis of SUM-TOTAL of bidder's quote for all the items as quoted by bidder in SOR excluding GST amount.</p> <p><u>PRELIMINARY EXAMINATION OF FINANCIAL BID</u></p> <p>The Owner will examine the Financial Bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.</p> <p>The Financial Bid submitted by a bidder shall be evaluated as per the evaluation methodology specified in Annexure A to SCC.</p> <p><u>EVALUATION OF FINANCIAL BID</u></p> <p>The Financial Bid submitted by a bidder shall be evaluated as per the evaluation methodology specified in Annexure-A to SCC</p> <p>The management reserves the right to accept/ reject any or all tenders at the time prior to award of contract without assigning any reasons whatsoever.</p> |
| 4 | Award Criteria | <p>HURL reserves the right to negotiate price with L1 bidder.</p> <p>AWARD CRITERIA</p> <p>The Owner will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and who has secured the highest Combined Score (Cs) in accordance the evaluation methodology described in Annexure A to SCC, further provided that the Bidder is determined to be qualified to perform the contract satisfactorily.</p> <p>Letter of Award / Purchase Order/ Work Order shall have the same meaning.</p> <p>Note: Quantity mentioned in the SOR are non-splitable under the tender.</p> |
| 5 | Contract Price | Contract Price shall be total amount excluding GST. |
| 6 | Effective Date GCC Clause 14 & 15 | Effective Date of contract shall be the date of placement of LOI/PO/WO. |
| 7 | Insurance to be taken out by the Contractor GCC Clause 25 | The contractor is required to take insurance cover for all risks involved in the execution of the scope of work and any other insurance required during the execution of work. |
| 8 | Liquidated Damages GCC Clause 32 | The timely delivery of the services is the essence of the contract. In the event of Vendor's failure to deliver the Services or fails to perform the Services of acceptable quality within the stipulated delivery period, the liquidated damages are payable by the Supplier / Contractor @ 1% (percent) per day on the total contract value. However, the total liquidated damages cost shall not exceed 10% of the contract value. |

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| 9 | Performance Security GCC Clause 34 | <p>Within Seven (07) days of the receipt of Purchase Order/Service Order from the Employer, the contractor shall furnish the Contract Performance Guarantee (CPG), for the due performance of the Contract for three percent (3%) of the Contract Price with an initial validity up to ninety (90) days beyond the completion date for work plus defect liability period (if any), for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer as mentioned below.</p> <p>CPG may be submitted in any of the following forms:</p> <p>a) crossed Demand Draft / Bankers cheque drawn in favour of HURL Payable at New Delhi.</p> <p>b) An irrevocable Bank Guarantee as per the HURL standard format from any Nationalized bank / Scheduled Bank as acceptable to HURL as per list enclosed.</p> <p>Failure of the supplier to submit the above-mentioned Contract Performance Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p> <p>No interest shall be payable by the Employer to the Contractor against the Security Deposit furnished.</p> <p>Performance Security shall be returned after Certification of completion of work by EIC. However, the contractor will have to apply in writing, for refund of the same.</p> |
| 10 | Payment Terms & Documents required for Payment | <p>HURL will release the payment after the completion of the work and on the production of photographs/videos/proofs of event and original bills.</p> <p>In lieu of the fee payable by HURL, if the Engineer-In-Charge, is of the opinion that the status of work against submission of deliverables for Design of Creative & Publicity material is not satisfactory as required, the payments for the same shall be deferred till substantial progress is delivered against the Scope of work. The same shall be informed to the agency.</p> |
| 11 | Defect Liability Period | Not Applicable under this contract. |
| 12 | Commencement of Services | From the Effective date of Contract. |
| 13 | Contract Period | The timeline for implementation of HURL Branding during Rath Yatra shall be from Effective Date of Contract to 19.07.2024 |
| 14 | Signing of Contract Agreement | <p>The successful tenderer / bidder shall be required to execute a contract agreement on non-judicial stamp paper of Rs.500 in the prescribed proforma (enclosed as Annexure-11 to Section VI i.e., Forms and Procedures) with the Company within 7 (seven) days of the issue of the work order of the same for carrying out the work according to the general and special conditions of contract specified in the Tender Document.</p> <p>Cost of non-judicial stamp paper shall be borne by successful bidder. The contract shall be presumed to be effective from the effective date contract.</p> |

| | | |
|-----------|----------------------------------|--|
| | | <p>The Tender Document, Letter of Acceptance and other correspondence between the Company and the tenderers shall form part of the contract.</p> <p>Failure of the successful tenderer / bidder to execute the above-mentioned Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p> |
| 15 | NOTICE OF DEFAULT | <p>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 seven (07) 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.</p> |
| 16 | | <p>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.</p> |
| 17 | | <p>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.</p> |
| 18 | CONFIDENTIALITY AGREEMENT | <p>All Technical and Commercial information relating to the Project that is disclosed to you, either orally or in writing, in the course of carrying out the scope of work shall remain confidential and shall not be shared / disclosed to any third party.</p> <p>In this regard, Contractor has to sign Confidentiality agreement. (Enclosed as Annexure-15 to Form and Procedure)</p> |

Bid Evaluation Methodology

1.0 Bid evaluation Methodology

Bids shall be evaluated based on combined quality cum cost-based selection (CQCCBS) method. Evaluation shall follow a CQCCBS process with 70% weightage to Technical Points and 30% weightage to Financial Points for Bid Score.

The price bid shall be opened only of those bidders who had scored (Technical Points) 60 marks or more for their submitted technical bids.

The bidder with highest Combined Score (summation of Technical Score and Financial Score) shall be considered for award.

Scoring shall be considered up to 2 decimals.

2.0 Technical Evaluation

The Technical Bids shall be evaluated by the Bid Evaluation Committee based on a weighted point system, assessing each Bidding entity's ability to satisfy the requirements set forth in the tender document. Each of the Technical bids shall be evaluated on a score of hundred (100) points. The Bid Evaluation Committee will evaluate the technical proposals by considering factors mentioned below.

Bidder shall furnish the required document as mentioned below. Any information furnished by the bidder, if found invalid/false during scrutiny by HURL may lead to immediate disqualification.

Each bid will be evaluated according to the following criteria:

| Sl. No. | Item | Marks |
|-----------|---|----------------------|
| 1. | Firm Experience Documents/Proofs: <i>Work Orders, clearly mentioning the tenure of work/ activity and the value of work done</i> | Max Marks: 30 |
| A. | Number of "Similar Work" completed after 1st April, 2017 (Each work must be of a value more than INR 20 lakhs, excluding taxes) | 15 max marks |
| | Number of Work orders and of similar work, completed after 1 st April 2017 - less than or equal to 2 | 5 |
| | Number of Work orders and of similar work, completed after 1 st April, 2017 - greater than 2, and less than or equal to 4 | 10 |
| | Number of Work orders and of similar work, completed after 1 st April 2017 - greater than 4 | 15 |
| B. | Value of "Similar works" (excluding applicable taxes, levies etc.) completed after 1st April 2017 | 15 max marks |

| | | |
|-----------|--|--|
| | Total value of all work orders of similar work completed after 1 st April 2017 - less than (or equal to) 50 lakhs. | 5 |
| | Total value of all work orders of similar work completed after 1 st April 2017 -Greater than 50 lakhs and less than (or equal to) 100 lakhs. | 10 |
| | Total value of all work orders of similar work completed after 1 st April 2017 -Greater than 100 lakhs | 15 |
| 2. | <p>Team Composition The minimum team shall comprise of a Project Manager, with 2 dedicated team members. The team shall be evaluated on the following lines (all personnel should be below 60 years of age and should be on permanent rolls of the bidder as on date of submission of the proposal)</p> <p>Documents/proofs</p> <ul style="list-style-type: none"> a. CEO/ COO certified resumes of team b. Letter of employment of current role | Max marks: 30 |
| | <p>Project Manager – Key Requirements</p> <ul style="list-style-type: none"> • Must have a minimum experience of 5 years in executing ‘similar work’ for Indian clientele • Number of similar work completed after 1st April, 2017: at least 2 <p>Scoring: 5 marks for 5 years of relevant experience and 2 marks for every additional year of experience</p> | 15 |
| | <p>Team Members – Key Requirements</p> <ul style="list-style-type: none"> • Must have a minimum experience of 3 years in executing ‘similar work’ for Indian clientele • No of similar work completed after 1stApril, 2017 at least 2 <p>Scoring: Each candidate will be evaluated independently. 2.5 marks for 3 years of relevant experience and 1 mark for every additional year of experience, for each team member</p> | 15 (Max 7.5 marks for each team member) |
| | <p>Final Presentation Presentation will be judged on below parameters:</p> <ul style="list-style-type: none"> 1. Quality of similar work completed in past – 10 marks 2. Proposed conceptualization and execution strategy for Scope of Work defined – 15 marks 3. Creative ideas specifically for HURL’s scope of work – 10 marks <p>Recognition/Rewards – 5</p> | Max marks: 40 |

Notes:

- a) Documentary evidence to be submitted in support of Sl. No. 1 to 2 of the above table without which that particular criteria/work experience shall not be considered for evaluation.
- b) For the purpose of technical evaluation, the “Similar Work” shall mean (1) Live Telecast on LED Screen (2) E-Rickshaw branding (3) Road Box Gate (4) Wall Wrap (5) KM Signage branding (6) Handled Media Non-FCT advertisements
- c) Evaluation of parameter no.3 (Final Presentation) of above table will be through an online detailed presentation to be prepared and demonstrated by the Bidder to the committee of HURL officials through Video Conferencing. Link for the same shall be sent accordingly.

Bidders would be called for a technical presentation immediately after scrutiny of the QR and other documents and no extension in date for presentation would be admissible due to the urgency of the job. The technical presentation would have to be made by bidders' team to the HURL committee.

Presentation of the Bidders would be evaluated by HURL committee as referred above and the marks awarded by the committee shall be final and binding.

Presentation is required to have separate sections towards each parameter of 3 so that the evaluation / marking against the same parameter can be done objectively.

- d) Price bid of Bidders shall be only opened subject to their scoring (Technical Points) minimum 60 marks as Technical Points in techno commercial evaluation.

e) The QCBS evaluation shall be carried out off-line.

3.0 Technical Score of Bidders:

Bidder shall be assigned points against each of the individual Technical attribute as per criteria indicated therein.

Technical Points (Tp) of each bidder shall be sum total of individual Technical attribute score of respective bidders.

The Technical Score (Ts) for the purpose of evaluation of bids shall be calculated as follows:

$$\mathbf{Ts = Tp \times 0.7}$$

Where Tp is the total no. of Technical Points (Tp) allotted to a Technical proposal of a bidder.

Price bid of bidders shall only be opened subject to their scoring minimum 60 marks as Technical Points (Tp) in techno commercial evaluation.

4.0 Evaluation of Financial Bid:

The Financial Bid of the bidder having lowest price will be awarded 100 Financial Point. The Financial Bids of other bidders will be given a Financial Points on a relative basis with respect of lowest bid as per the following formula:

$$\text{Financial Point of Bidder (Fp)} = (\text{Price of lowest Bidder} / \text{Price of Bidder}) \times 100$$

The Financial Score (Fs) for the purpose of evaluation of bids shall be calculated as follows:

$$\text{Fs} = \text{Fp} \times 0.3$$

5.0 Combined score

The final combined score will be calculated as:

$$\text{Combined Score (Cs)} = \text{Technical Score (Ts)} + \text{Financial Score (Fs)}$$

6.0 Successful Bidder

- i) Calculation for arriving at Technical Point, Technical Score, Financial Point, Financial Score and Combined Score, shall be done up to two decimal places.
- ii) The Bidder with highest Combined Score (up to 2 decimal) will be considered as successful for award of contract.
- iii) In case of a tie of Combined Score, the bidder with highest Financial Score (Fs) will be declared as Successful bidder for award of contract. In such case if there is tie of Financial Score (Fs) also, then further decimal places of Financial Score shall be considered to break the tie for arriving at the Successful bidder.

7.0 Illustrative Example for Bid Evaluation Methodology

Above Bid Evaluation Methodology is explained below by way of an illustrative example.

Example:

Responsive Bids are received from 05 Bidders.

a) Calculation of Technical Points (Tp):

| <i>Bidder</i> | <i>Technical Points (Tp)</i> |
|---------------|----------------------------------|
| <i>1</i> | <i>89.00</i> |
| <i>2</i> | <i>65.00</i> |
| <i>3</i> | <i>78.00</i> |
| <i>4</i> | <i>59.00</i> |
| <i>5</i> | <i>81.00</i> |

Note: - Technical Point of Bidder 4 is less than 60, hence is disqualified and not considered for further evaluation.

b) Calculation of Technical Score of remaining qualified bidders

| <i>Bidder</i> | <i>Technical Points</i> | <i>Technical Score (Ts) (70% of Technical Points)</i> |
|---------------|-------------------------|---|
| 1 | 89.00 | 62.30 |
| 2 | 65.00 | 45.50 |
| 3 | 78.00 | 54.60 |
| 5 | 81.00 | 56.70 |

c) Accordingly, Price Bid is Opened for Bidders 1,2,3 and 5 only whose Technical Points are greater than 60.

d) Calculation of Financial Points (Fp):

| <i>Bidder</i> | <i>Bidders Quotation + GST @ 18%</i> | <i>Financial Points (Fp) [Price of lowest Bidders (including GST @ 18 %) / Price of Bidders (including GST @ 18%)] x 100</i> |
|---------------|--------------------------------------|---|
| 1 | 108.20 | 81.33 |
| 2 | 90.00 | 97.78 |
| 3 | 94.50 | 93.12 |
| 5 | 88.00 | 100.00 |

e) Calculation of Financial Score (Fs):

| <i>Bidder</i> | <i>Bidders Financial Points</i> | <i>Bidders Financial Score (30% of Financial Points)</i> |
|---------------|---------------------------------|--|
| 1 | 81.33 | 24.40 |
| 2 | 97.78 | 29.33 |
| 3 | 93.12 | 27.94 |
| 5 | 100.00 | 30.00 |

f) Calculation of Combined Score (Cs):

Combined Score (Cs) = Technical Score (Ts) + Financial Score (Fs)

| <i>Bidder</i> | <i>Technical Score (Ts)</i> | <i>Financial Score (Fs)</i> | <i>Combined Score (Cs)</i> |
|---------------|-----------------------------|-----------------------------|----------------------------|
| 1 | 62.30 | 24.40 | 86.70 |
| 2 | 45.50 | 29.33 | 74.83 |
| 3 | 54.60 | 27.94 | 82.54 |
| 5 | 56.70 | 30.00 | 86.70 |

g) Consideration for Award

The Bidder with highest Combined Score (considered up to 2 decimal) will be declared as successful for award of contract

| <i>Bidder</i> | <i>Technical Score (Ts)</i> | <i>Financial Score (Fs)</i> | <i>Combined Core (Cs)</i> |
|---------------|-----------------------------|-----------------------------|---------------------------|
| <i>1</i> | <i>62.30</i> | <i>24.40</i> | <i>86.70</i> |
| <i>5</i> | <i>56.70</i> | <i>30.00</i> | <i>86.70</i> |

Bidder 1 and 5 has got the same highest combined score i.e. tie between bidder 1 and 5.

As per evaluation condition, in case of a tie of Combined Score, the bidder with highest Financial Score (Fs) will be declared as Successful bidder for award of contract.

Among bidder 1 and 5; bidder 5 has highest Financial score and hence declared as Successful bidder for award of Contract.

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



SECTION – V

TECHNICAL SPECIFICATIONS

(SCOPE OF WORK AND OTHER TERMS & CONDITIONS)

Scope of Work-

This promotional activity comprises of 9 number of different elements which are described as under

1. LED Screen Co-Branded Live Telecast: Partner with event organizers for live telecasts on LED screens, ensuring brand visibility to millions of attendees.
2. Full LED Screen TV commercial: Showcase brand commercials on full LED screens strategically placed along the procession route for maximum exposure.
3. Innovative Backlit E-Rickshaw: Customize e-rickshaws with backlit HURL branding, circulating around the festival area to catch the attention of attendees.
4. Road Box Gate: Install branded road box gates at key entry points to the festival, serving as prominent markers and enhancing brand visibility.
5. Wall Wrap at Rath Yatra: Utilize wall wraps at strategic locations along the festival route to showcase HURL's presence in a visually compelling manner.
6. Promotional Merchandise (T-Shirt & Caps): Distribute branded T-shirts, caps to attendees, ensuring prolonged brand exposure beyond the event.
7. Promotional Merchandise (Umbrellas): Distribute branded Umbrellas to attendees for brand recall beyond the event.
8. KM Signage: KM signages with prominent display of "HURL" branding to be placed on the sides of National Highway- 316 connecting Bhubaneswar City to Puri City for deeper brand visibility.
9. Argus News: Promotion of HURL Brand and its various products through electronic media during the telecast of various rituals of this festival.

PART I - DESIGN OF CREATIVE & PUBLICITY MATERIAL:

The agency shall be required to undertake the design of creatives for print, television, online, outdoor and other media, within the engagement period, as per the following:

A. Outdoor Branding :

The activities that come under outdoor branding are mentioned below

- i. LED Wall Display of HURL Brand & its different product lines: 4 Nos
- ii. E-Rikshaw (Battery Operated) for branding across the City: 10 Nos
- iii. Overhead Gate / Box Gate: 4 Nos

- iv. Wall Wraps: 20 Nos
- v. Brand Promotion Hoardings: 5 Nos
- vi. Brand promotion merchandise (T-shirt & Caps) – 2000 Nos (1000 Nos each)
- vii. Garden Umbrella: 100 Nos
- viii. KM Signages for brand visibility on sides of National Highway: 30 Nos

B. Designing of Brand Promotion Material:

The agency shall provide the required samples of the aforesaid branding materials to the concerned representatives of HURL. The final design needs to be checked and approved by them before it goes for mass printing.

PART II- DESIGN OF CREATIVE Ad / Digital Promo:

A. Brand Campaign in TV & Digital Media:

- i. Brand Promotion during the festival through TV Channel, Social media & YouTube.

The agency shall provide the required video / promo samples which are planned to be broadcasted during the Rath yatra festival to the concerned representees of HURL. The final design of the advertisement need to be checked and approved by them before it goes live on the respective Television Channel / Digital Media Platforms.

DELIVERABLES & PAYMENT TERMS:

- i. The vendor has to deposit 3% of the total value of the contract as a security deposit.
- ii. HURL will release the payment after the completion of the work and on the production of photographs/videos/proofs of event and original bills.
- iii. In lieu of the fee payable by HURL, as mentioned above, if the EIC, is of the opinion that the status of work against submission of deliverables for Part-I: Design of creative & publicity material is not satisfactory as required, the payments for the same shall be deferred till substantial progress is delivered against the Scope of work. The same shall be informed to the agency.

HINDUSTAN URVARAK & RASAYAN LIMITED

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



SECTION – VI

FORMS AND PROCEDURES (NIT)

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| Annexure | Description |
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| 1 | Techno-Commercial Proposal Bid Form |
| 2 | Format for Electronics Payment |
| 3 | Tender Acceptance Letter & Letter of authorization to submit bid |
| 4 | No deviation Certificate |
| 5 | Certificate from CEO/MD/ Legally Authorised Signatory |
| 6 | Acceptance to Fraud Prevention Policy of HURL |
| 7 | Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India |
| 8 | Format of Bank Guarantee for Bid Security |
| 9 | Format of Performance Bank Guarantee |
| 10 | Bank Guarantee Verification Checklist |
| 11 | Format for Contract Agreement |
| 12 | Format for Certificate from CEO / CFO regarding non-availability of financial statement for last financial year |
| 13 | Format for Certificate from CA regarding non-availability of financial statement for last financial year |
| 14 | Format for Proof for payment of EMD |
| 15 | Confidentiality Agreement |

TECHNO-COMMERCIAL PROPOSAL BID FORM

(To be submitted on the Letter Head of Bidder)

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

Bidder's Name & Address :

Date:

Person to be contacted :

Designation :

Tel. No(s). :

Mobile No. :

Fax No(s). :

E-mail address:

To

Vice President (C&M) / Chief Manager (C&M)
Hindustan Urvarak & Rasayan Limited,
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)
Core-4, 9th Floor, SCOPE Minar
Laxmi Nagar, District Centre,
New Delhi, PIN - 110092

Dear Sirs,

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

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

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

| Sr. No | Description |
|--------|---|
| 1 | Power of Attorney as per requirement mentioned in NIT. |
| 2 | Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD) as per format enclosed at Annexure-14 of Section VI (Forms & Procedures) of the Bidding document / MSE Certificate for exemption. |
| 3 | Signed, Stamped and Scanned copy of Certificates like Registration certificate, GST No, PAN No, etc. |
| 4 | Signed, Stamped and Scanned copy of Format for Electronics Payment (Enclosed as Annexure-2 to Forms and Procedures i.e., Section VI) and a copy of cancelled cheque. |
| 5 | Signed, Stamped and Scanned copy of Tender Acceptance Letter (Enclosed as Annexure-3 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 Annexure-4 to Forms and Procedures i.e., Section VI) |
| 8 | Signed, Stamped and Scanned copy of Certificate from CEO/MD/ Legally Authorised Signatory, in the format as enclosed as Annexure-5 to Forms and Procedures i.e., Section VI) to Bidding Document shall be furnished certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof. However, if at any point of time the declarations given in bid are found to be incorrect, HURL shall have the full right to terminate the contract and take any action as per provisions of contract including forfeiture of EMD/Security Deposit. |
| 9 | Acceptance to Fraud Prevention Policy of HURL, for which the bidder has to submit Signed, Stamped and Scanned copy of Form of Acceptance of Fraud Prevention Policy of HURL. (Enclosed as Annexure-6 to Forms and Procedures i.e., Section VI). |
| 10 | Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India" i.e. (Enclosed as Annexure-7 to Forms and Procedures i.e., Section VI). |

3.0 COMPLIANCE TO THE PROVISIONS OF THE BIDDING DOCUMENTS

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

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

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

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

Dated this. _____ day of _____

Thanking you,

Date : _____

Place : _____

Yours faithfully,

(authorised signatory Name).

(Designation)

Company Seal

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

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

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

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

Note : Copy of cancelled cheque to be enclosed .

Authorized signatory of the
bidder

Name

Designation

Date

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

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Work: -

Dear Sir,

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

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

DECLARATION FOR “NO DEVIATION”

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

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

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

Yours faithfully,
(Signature)

Date: Name & Designation.....

Place: Name of the Company.....

(Seal of Company)

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

Ref.

: Date:

To

Vice President (C&M) / Chief Manager (C&M)
Hindustan Urvarak & Rasayan Limited,
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)
Core-4, 9th Floor, SCOPE Minar
Laxmi Nagar, District Centre,
New Delhi, PIN – 110092

Sub:

Bidding Doc. No.

Dear Sir,

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

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

Yours faithfully,
(Signature)

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

(FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY OF HURL)

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

Ref. :

Date:

To
Vice President (C&M) / Chief Manager (C&M)
Hindustan Urvarak & Rasayan Limited,
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)
Core-4, 9th Floor, SCOPE Minar
Laxmi Nagar, District Centre,
New Delhi, PIN – 110092

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

Bidding Doc. No.

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

Date : (Signature of Authorized Signatory)

Place : (Printed Name)

(Designation).....

(Company Seal)

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

Bid Ref No. :

Bidder's Name and Address:

To,
Vice President (C&M) / Chief Manager (C&M)
Hindustan Urvarak & Rasayan Limited,
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)
Core-4, 9th 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.

Yours faithfully,

(Signature)

Date
Place

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

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

Bid Security Form

Bank Guarantee

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

Bank Guarantee No...

Date...

To:

Vice President (C&M) / Chief Manager (C&M)
Hindustan Urvarak & Rasayan Limited,
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)
Core-4, 9th Floor, SCOPE Minar
Laxmi Nagar, District Centre
New Delhi, PIN – 110092
Land Line: 011-2250 2267/ 2268

Dear Sirs,

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

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

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

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

Notwithstanding anything contained herein:

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

2. This bank guarantee shall be valid up to [expiry date]

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

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

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

Authorized Vide Power of Attorney No...

Date...

NOTE:

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

Bank: SBI
Current account no 38863886798
IFSC Code- SBIN0004803.

Performance Security Form

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

Bank Guarantee No.....

Date.....

To,

Vice President (C&M) / Chief Manager (C&M)
Hindustan Urvarak & Rasayan Limited,
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)
Core-4, 9th Floor, SCOPE Minar
Laxmi Nagar, District Centre
New Delhi, PIN – 110092
Land Line: 011-2250 2267/ 2268

Dear Sirs,

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

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

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

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

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

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

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

WITNESS :

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

Notes : 1. (*) This amount shall be as mentioned in the ITB section of the Bidding doc.

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

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

3.While getting the Bank Guarantee issued, the Bidder is required to ensure compliance to the points mentioned in relevant Form of Bank Guarantee

Verification Check List. Further, the Bidder is required to fill up this Form and enclose the same with the Bank Guarantee.

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

BANK GUARANTEE VERIFICATION CHECKLIST

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

CHECK LIST

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

(which in no way limits the right of HURL in any manner)?

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

-

Date : Signature.....

Place :

Printed Name of Authorized Person having Power of Attorney.....

(Designation)

(Common Seal)

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

FORMAT OF CONTRACT AGREEMENT

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

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

BETWEEN

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

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

NOW IT IS HEREBY AGREED as follows:

ARTICLE 1. CONTRACT DOCUMENTS

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

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

1.2 Order of Precedence

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

1.3 Definitions

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

ARTICLE 2. CONTRACT PRICE AND PAYMENT TERMS

2.1 Contract Price

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

2.2 Payment Terms

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

ARTICLE 3. EFFECTIVE DATE FOR DETERMINING TIME FOR COMPLETION

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

ARTICLE 4. NON-ASSIGNABILITY

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

ARTICLE 5. GOVERNMENT OF INDIA NOT LIABLE

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

ARTICLE 6. Appendices

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

Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and

the Contract shall be read and construed accordingly.

ARTICLE 7. NO LIABILITY ON DIRECTOR AND EMPLOYEE

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

ARTICLE 8. WAIVER

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

ARTICLE 9. LANGUAGE OF CONTRACT AND COMMUNICATION

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

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

Signed by for and on behalf of the Owner

[Signature]

[Title]

in the presence of

Signed by for and on behalf of the Bidder

[Signature]

[Title]

in the presence of _____

CONTRACT AGREEMENT

dated the _____ day of _____, 20_____

BETWEEN

["the Owner"]

and

["the Bidder"]

**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)**

Ref.: -----

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 financial statement for last financial year

I Mr./Ms. (*CEO/*CFO of the Company), confirm and undertake that the financial results of the company for the last financial year are under audit as on the date of Techno-Commercial bid opening and the certificate from the practicing Chartered Accountant certifying the financial 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.-----
(Name of the Bidder) for the -----(Name of the package) under NIT
Reference No. ----- dated-----.

Yours faithfully

Signature-----

Name & Designation-----

Name of the Company-----

Seal of the Company

**PROFORMA OF CERTIFICATE FROM THE CA 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 issued by CA (on letter head of CA) and submitted along with the Techno-Commercial
Bid with QR Documents)

Ref.: -----

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 financial statement for last financial year

We (name of CA Firm), confirm and certify that the financial results of the(name of the bidder) for the 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

Signature-----

Name & Designation-----

Name of the CA-----

Seal of the CA

PROOF OF PAYMENT OF EMD.

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

Ref.: -----

Date: -----

To

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

Dear Sir / Madam;

Sub: PROOF OF PAYMENT OF EMD.

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

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

Note:- Signed stamped copy of Transaction receipt in case of RTGS / NEFT to be annexed with this document.

Yours faithfully

Signature-----

Name & Designation-----

Name of the Company-----

Seal of the Company

CONFIDENTIALITY AGREEMENT

BETWEEN:

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

Represented for the purposes of this Agreement by, Chief General Manager (Marketing)

Hereinafter referred to as the "**Company**",

ON THE FIRST PART,

AND:

.....Contractor's Name registered under Companies Act, 1956 having registered office at _____ and corporate office at _____ (duly appointed as Contractor by HURL for ENGAGEMENT OF AGENCY FOR OVERALL BRAND MANAGEMENT FOR THE ENVISAGED PRODUCT PORTFOLIO job vide HURL LOA ref. No..... dated

Represented for the purposes of this Agreement by

Hereinafter referred to as the "**Recipient**",

ON THE SECOND PART,

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

RECITALS:

- A. Company has agreed to make available to the Recipient certain confidential, proprietary and non-public oral, written and electronic information for the sole purpose of permitting the Recipient to carry out the contract awarded to recipient vide HURL LOA ref. No. dated ("Purpose")
- B. Company desires to prevent the unauthorized use and disclosure of such information; and
- c. Recipient shall hand over their findings to Company as final report and shall neither use such findings anywhere else nor disclose any information pertaining to assignment to any third party.
- d. Recipient wishes to protect the Confidential Information (as defined below) and to enable discussions to take place between the Parties;

Now therefore, the Parties agree the following:

The Company is willing, subject to the terms and conditions hereof, to disclose to the Recipient as much of the information, data and experience relating to the Company as may be necessary for enabling the Recipient to carry out the Purpose of the Agreement, in the

framework of the aforesaid purchase order ref. No. dated for which the Company's Information is needed by the Recipient hereafter [The Project].

Further, recipient shall hand over their findings to Company as final report and shall neither use such findings anywhere else nor disclose any information pertaining to assignment to any third party.

IT IS THEREFORE AGREED AS FOLLOWS:

Article 1 — Confidential Information

1.1 The Recipient recognizes that certain confidential information, data and experience relating to the Company shall be furnished to it in connection with the Project. Such information, data and experience along with the finding & final report of the recipient under the project, shall hereinafter be referred to as "Confidential Information" and shall mean any information, data and experience which has been shared by the Company with Recipient.

"Confidential Information" shall mean and include, without any limitation, all proprietary and non-public information directly or indirectly related to the Project or relating to the business and affairs of the Company, including records, reports, results, maps, charts, strategic and financial plans, operating, technical and other data, whether in written, oral or electronic form and including all confidential, proprietary and non-public information obtained by the Recipient and / or disclosed directly or indirectly by the Company, or their Representatives to the Recipient and analysis, compilations, studies, other documents / prepared by the Recipient or its representatives which contain the information specified above and findings by the Recipient which will be submitted as a report to Company.

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

1.2 It is understood that the term "Confidential Information" does not include information which Recipient can demonstrate:

- (i) is publicly known at the time of disclosure;
- (ii) after disclosure by the Company, becomes publicly known other than through a breach of this Agreement;
- (iii) the Recipient can evidence was known to it, other than under an existing obligation of confidentiality or restricted use, prior to its disclosure by the Company.

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

Article 2 — Disclosure

2.1 The Recipient acknowledges that the Company has a particular interest in maintaining the confidentiality of all Confidential Information and the Recipient undertakes that it shall not disclose the Confidential Information to any person who is not one of its directors, subordinates with a need to know in relation to the Project or counsel without the prior consent of the Company and that it shall not use the Confidential Information for any purpose other than to enable itself to perform the Project.

- 2.2 The Recipient guarantees that it shall not disclose all or any part of the Confidential Information by its directors, subordinates or counsels for any purpose other than to answer to the Project.
- 2.3 The Recipient agrees to engage its directors, subordinates or counsels having access to the Confidential Information to keep such information secret and confidential to the same extent and for so long as recipient is obligated to do so.
- 2.4 In the event that the Recipient receives any request to disclose all or any part of the Confidential Information including under the terms of a valid and effective order issued by a court of competent jurisdiction or by a judicial or administrative agency or legislative body, the Recipient agrees to (i) immediately notify the Company of the existence, terms and circumstances surrounding such request, (ii) consult the Company on the advisability of taking available legal steps to resist or narrow such request, and (iii) if disclosure of such Confidential Information is required or deemed advisable, exercise its best efforts to obtain an order or other reliable assurance that confidential treatment shall be accorded to such portion of the Confidential Information to be disclosed which the Company designates.
- 2.5 Nothing contained in this Agreement or in any disclosures hereunder made shall be construed to grant to Recipient any license or other rights in or to the Confidential Information or any patent or patents which have been or may hereafter be issued with respect to the same.

Article 3 — Title

- 3.1 The Recipient hereby acknowledges that any Confidential Information or records, documents, computer software or equipment, drawings, prints, datasheets, or any other tangible information, either Confidential or not supplied to it by the Company in order to assist the Recipient in the Project are the sole and exclusive property of the Company. The Recipient hereby acknowledges that all such information shall be deemed to be loaned to Recipient only for fulfilling the Purpose, and Recipient will not, without the prior written consent of Company insofar as such Confidential Information is concerned, use, reproduce or copy, or permit the use, reproduction or copying of any of said drawings, prints, data and other information, except as strictly necessary for the limited purpose of this Agreement, keeping a record of all such copies. Any data stored in a computer or electronic retrieval system shall be deleted and all of the aforesaid drawings, prints, data and other information supplied by Company to Recipient, as well as all the copies thereof, shall be returned to Company insofar as such Confidential Information is concerned, at any time upon request or upon termination of the Project.
- 3.2 The Recipient agrees not to patent or describe in patent application any unpatented information or data included in the Confidential Information or derived from the Confidential Information.

Article 4 — Responsibility

- 4.1 Unless parties agree on different terms in a separate agreement, the Company makes no representation or warranty as to the accuracy or completeness of the Confidential Information.
- 4.2 In case of a breach by the Recipient of any of its obligations under this Agreement, the Company shall be entitled to cease immediately the disclosure of any further Confidential Information.

4.3 Without prejudice to any other disposition of the present agreement except Article 7.2, the Recipient agrees that the Company will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement.

Article 5 — Term of Obligation of Confidentiality

The obligations of confidentiality under this Agreement, including but not limited to those specified under Article 2,3,4 hereof, shall continue for a period of 20 (twenty) years from the last signature date of this Agreement.

Article 6 — Severability

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

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

Article 7 — Applicable law and disputes

7.1 The Agreement shall be governed by and construed in accordance with the laws of India.

7.2 In the event of any dispute or differences between the Parties under this Contract, as to their respective rights or obligations in terms hereof or connected herewith or incidental hereto or as to the interpretation of any of the terms hereof, such dispute or differences should be settled amicably between the contracting Parties.

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

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

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

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

For the Company
Name:

Title:

Date:

For the Recipient
Name:

Title :

Date :