

	Government eProcurement System	eProcurement System Government of India
	Tender Details	Date : 25-Jun-2024 11:39 AM

 Print

Basic Details

Organisation Chain	Hindustan Urvarak and Rasayan Limited Baruni-Bihar - HURL		
Tender Reference Number	HURL/BR/CC/24-25/852		
Tender ID	2024_HURL_813353_1	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Tender cum Auction
Tender Category	Works	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

Payment Instruments

Offline	S.No	Instrument Type
	1	Bank Guarantee
	2	R-T-G-S
	3	NEFT

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Scanned copy of proof of payment of Earnest Money Deposit.
		.pdf	Signed and Stamped of copy of Certificates like Registration Cert.,PAN,GST and EPF certificate.
		.pdf	Scanned copy of Power of Attorney as per NIT Clause 10 and other docs as per checklist clause 30.
		.pdf	Signed and Stamped copy of Proof for PQC criteria as per detailed filled in Annexure-12 of Sec-VI.
		.pdf	Signed and Stamped copy of Annexures-1 to 7 and Annexure-12 to 16 of Section VI of tender document.

		.pdf	Signed and Stamped copy of GCC, SCC and SOW (i.e. Section-III to Section-V) of tender documents.
2	Finance	.xls	BoQ

Tender Fee Details, [Total Fee in ₹ * - 0.00]

Tender Fee in ₹	0.00	Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No				

EMD Fee Details

EMD Amount in ₹	1,49,189	EMD Exemption Allowed	Yes
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	HURL	EMD Payable At	New Delhi

[Click to view modification history](#)

Work /Item(s)

Title	ANNUAL RATE CONTRACT FOR MOTOR MAINTENANCE WORKS AT HURL BARAUNI.				
Work Description	ANNUAL RATE CONTRACT FOR MOTOR MAINTENANCE WORKS AT HURL BARAUNI.				
Pre Qualification Details	Please refer Tender documents.				
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	No				
Tender Value in ₹	0.00	Product Category	Miscellaneous Works	Sub category	NA
Contract Type	Tender	Bid Validity(Days)	180	Period Of Work (Days)	730
Location	HURL Barauni	Pincode	851115	Pre Bid Meeting Place	NA
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	HURL Admin Building
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

Publish Date	26-Jun-2024 09:00 AM	Bid Opening Date	10-Jul-2024 03:00 PM
Document Download / Sale Start Date	26-Jun-2024 09:00 AM	Document Download / Sale End Date	09-Jul-2024 03:00 PM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	26-Jun-2024 09:00 AM	Bid Submission End Date	09-Jul-2024 03:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	NIT Document	294.31

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	Tenderdocuments.pdf	Tender Documents	3397.16
	2	BOQ	BOQ_854758.xls	BoQ	267.50

Auto Extension Corrigendum Properties for Tender

Iteration	No. of bids required for bid opening a tender	Tender gets extended to No. of days
1.	3	4
2.	3	3

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	ravikrsaw@hurl.net.in	RAVI SAW	RAVI KUMAR SAW
2.	amitkrburman@hurl.net.in	Amit Kumar Burman	AMIT KUMAR BURMAN
3.	niketkumarsingh@hurl.net.in	NIKET KUMAR SINGH	NIKET KUMAR SINGH
4.	praveenkumaryadav@hurl.net.in	PRAVEEN KUMAR YADAV	PRAVEEN KUMAR YADAV

Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Stage to disclose Bid Details in Public Domain	Financial Evaluation
BoQ Comparative Chart model	Normal	BoQ Comparative chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No
Adopt Tender Cum Auction New Process	No		
Bidders Elimination Process Required	Yes	Allow Preferential Bidder Elimination Process Required	No
Minimum Bidder for Elimination	4	Number of Bidder to Eliminate	1

TIA Undertaking

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	PPP-MII Order 2017	Agree	
2	MSEs Order 2012	Agree	

Tender Inviting Authority

Name	Chief Manager
Address	HURL Admin Building Urvarak Nagar Begusarai, Barauni, Bihar-851115

Tender Creator Details

Created By	Amit Kumar Burman
Designation	Officer
Created Date	25-Jun-2024 11:11 AM

HINDUSTAN URVARAK & RASAYAN LIMITED

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

BARAUNI UNIT

Barauni Urvarak Nagar, Begusarai

P.O: Barauni, Distt: Begusarai (Bihar), Pin: 851115

[Registered Office SCOPE Minar, Core 4, 9TH Floor, Laxmi Nagar District Center, Delhi-110092]



SECTION – I

NOTICE INVITING TENDER

(NIT)

TENDER: ANNUAL RATE CONTRACT FOR MOTOR MAINTENANCE WORKS AT HURL
BARAUNI.

NIT NO. HURL/BR/CC/24-25/852



HINDUSTAN URVARAK & RASAYAN LIMITED, BARAUNI UNIT
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1.0 HURL (Hindustan Urvarak & Rasayan Limited), Barauni invites on-line bids from eligible Bidders fulfilling the Qualifying Requirements / Pre-Qualification Criteria (PQC) under Two Bid system for aforesaid package.

2.0 **Brief Details**

Published Date	Refer CPP Portal
Bid Document Download / Sale Start Date	Refer CPP Portal
Bid submission Start Date	Refer CPP Portal
Last Date and Time for Bid submission	Refer CPP Portal
Technical Bid Opening Date & Time	Refer CPP Portal
Earnest Money Deposit (EMD) in INR	INR 1,49,189.00
Pre-Bid Conference Date & Time (if any)	Refer CPP Portal
Last Query Date	Refer CPP Portal
Reverse Auction	Shall be intimated later

3.0 EMD/Bid Security shall be submitted online/ electronically by RTGS / NEFT in the account of HURL as mentioned below details by the stipulated bid submission closing date and time. The payment details of Bid security shall be submitted along with the bidding documents. Any bid without an acceptable Bid Security (if applicable) shall be treated as non-responsive by the employer and shall not be opened.

Name of the Bank	:	State Bank of India, Overseas Branch, NEW DELHI (17313)
Account Name	:	Hindustan Urvarak & Rasayan Limited
Account No.	:	00000037880422277.
IFSC Code	:	SBIN0004803.

In case of EMD payment through RTGS/NEFT, Bidder must mention "E852" in the transaction description while making the payment (Refer Clause 14 of Section II-ITB).

4.0 All UDYAM registered vendors -MSE Category are exempted from submission of tender fee & EMD. UDYAM REGISTRATION CERTIFICATE must be submitted online along with the bidding documents to avail the exemption from furnishing the EMD.

MSE bidders seeking benefits of MSE as specified in the Tender Documents, must submit Attested/Self attested copy of UDYAM 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



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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)

6.1 Commercial Pre- Qualification Criteria

Following is the commercial Pre-Qualification Criteria (PQC) for the subject tender:

Condition 1: Bidder should be either Partnership firm/Sole Proprietor / Limited company.

Documents required (To be Submitted along with technical bid):

- i) For Proprietorship firm - Name of the proprietor to be mentioned. Affidavit of proprietorship in original duly notarized (Latest).
- ii) For partnership firms –Affidavit in originals duly notarized, confirming the current status of the firm along with names of the partners or copy of partnership deed duly notarized (latest) to be submitted
- iii) For limited companies, notarized copy of Certificate of Incorporation, Memorandum & Articles of Association and copy of allotment of Director Identification Number (DIN) number.

Condition 2: The Average Annual financial turnover during the last 3 years financial years should be at least Rs. 22,37,842.00

Note-

- (i) In case where audited results for the last financial year as on the date of techno-commercial bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Bidder is not able to submit the certificate from practicing Chartered Accountant certifying its financial parameters, the audited results for the three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters, a Certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that financial results of the company are under audit as on the date of techno-commercial bid opening and the certificate from a practicing chartered accountant certifying the financial parameters is not available.
- (ii) Other income shall not be considered for arriving at annual turnover.
- (iii) Bidder can either submit Annual turnover for
 - a. FY2020-21, 21-22 & 22-23 with CA certified UDIN.
 - b. FY2019-20, 20-21 & 21-22 with CA certified UDIN.
- (iv) Only ATO with UDIN shall be considered for Evaluation.

Documents required (To be Submitted along with technical bid)



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“Proof of ATO shall be submitted in the form of Audited Balance Sheet along with statement of Profit & Loss Account certified by Chartered Accountant (CA)”. Unique Document Identification Number (UDIN) No. of CA must be clearly indicated in the above statement.
NIT Publication date shall be considered for reckoning Annual Turnover (ATO).

6.2 Technical Pre- Qualification Criteria

Following are the Technical Pre-Qualification Criteria (PQC) for the subject tender:

Condition 1: (6.2.1)

Bidder should have successfully completed **Similar Nature of Work** during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following (value excl. GST & Duties) shall be as follows:

One similar nature of successfully completed work costing not less than the amount equal to Rs. 59,67,579.00 **‘OR’**

Two similar nature of successfully completed work each costing not less than the amount equal to Rs. 37,29,737.00 **‘OR’**

Three similar nature of successfully completed work each costing not less than the amount equal to Rs. 29,83,789.00

1. Amount mentioned is exclusive of taxes and duties.
2. The Word “Similar Nature of Work” means “**Bidder must have experience in overhauling & breakdown maintenance of HT (3.3KV and above)/LT Motors.**”
3. The Total Executed value of the completed order shall be considered for the PQC evaluation.

Note:

1. ~~Similar nature of Work order should contain Unit of measurement in Man-days or Man months for the respective manpower supplied. Any other items of the work order other than man-days or man months shall not be considered for evaluation. If the completion certificate value mismatches with the Work order value, then supplier shall submit the documentary evidence for the actual manpower supplied for the same contract under the manpower supplied on Man-days or Man-month basis.~~
2. Cost of completed Service order(s), single/two/three mentioned above, is exclusive of GST& Duties and accordingly executed value of the job excluding GST& Duties shall be considered for evaluation of PQC. The duration in which the job is successfully completed shall be considered for evaluation of PQC which is mentioned in 6.2.1 and shall be evaluated on submission of completion certificate with the Purchase order / agreement copy as supportive documents. The purchase order / agreement should contain complete BoQ / SoR with detailed scope of work.

Documents required (To be Submitted along with technical bid):

1. Copy of Work Order (WO)/PO/rate contract/ agreement with following details:
 - a. Work order/PO/rate contract/ agreement with number, date and value.
 - b. Name of the client and Period of contract.
 - c. Technical specifications, Complete scope of work and contract terms with SoR / BoQ.
2. Completion Certificate issued by client highlighting below:
 - a. Reference Work order/PO/Rate contract with number, date and value
 - b. Name of the client, Period of Contract
 - c. Executed value with quantity under the Work order/PO/Rate contract/ agreement for the particular financial year mentioned.
 - d. Performance of the contract.



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e. If the executed amount is missing in the completion certificate issued by the client, the bidder shall submit the certificate issued by CA with UDIN for executed amount for the respective order. The details of the respective order should be mentioned in the same.

7.0 Documents for PQC:

- 7.1 BIDDER MUST SUBMIT ANNEXURE-12 of SECTION VI with complete details and all the terms mentioned in the form of note in annexure 12 shall be strictly followed. If the data is not provided in the same HURL reserves the right to reject the bid.
 - 7.2 The bidder shall be obligated to furnish an amended copy of the work order in the event that the executed value specified in the completion certificate surpasses the original order value. Failure to comply with this requirement shall grant HURL the right to disqualify the order, and no claims shall be entertained with respect to such occurrences.
 - 7.3 The bid 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.
 - 7.4 The bidder is required to provide all requisite shortfall documents to HURL through the portal, as outlined in the PQC criteria. Bidders are explicitly instructed that HURL will not engage in seeking clarification from the order-issuing organization regarding the verification of submitted documents. HURL holds no responsibility for obtaining confirmation from the order-issuing organization. Failure to submit the necessary shortfall documents will lead to the rejection of the bid, and no claims will be entertained on this ground.
- 8.0 HURL shall not be responsible for any postal /courier delay for submission of EMD and/or other original documents, if applicable.
- 9.0 HURL reserves the right to reject any or all bids or cancel/withdraw the NIT for the subject package without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.
- 10.0 Bids shall be digitally signed and uploaded by someone legally authorized and competent on behalf of his firm / company i.e., Bidder and relevant documents w.r.t. the same to be uploaded along with the bid by the bidders. **The Power of Attorney of such person needs to be furnished along with bid.** The Power of Attorney to be submitted on Rs. 100/- Non-judicial Stamp paper or on Legal Notary (Duly Notarized).
- 11.0 Bidders are required to submit detailed work orders (similar in nature as defined) along with the work completion certificate endorsed by the client, containing details such as value, quantity, GST, work order reference, actual date of completion, etc. These documents are necessary to fulfill the PQ criteria mentioned and must be submitted with the technical bid. As part of our standard bid evaluation process, HURL reserves the right to request bidders to provide supporting documents for the purpose of verifying the authenticity of bid documents, as well as the information related to quantity, value, or any other relevant details provided in the submitted bid documents. These may include TDS, GSTR forms, Form 26AS, manufacturing license, plant design capacity, production details and other relevant documents. It is important to note that failure to submit the required documents within the stipulated time frame may result in the rejection of the bid.
- 12.0 Wherever executed value is not mentioned in the completion certificate, the copy of certified bills with service tax/GST details as applicable / Separate certificate from respective client (PO issuing company



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/Engineer In Charge) regarding executed value with GST details, date of completion etc., shall also be accepted towards fulfillment of PQC, if same is submitted along with completion certificate.

- 13.0 Completion certificate submitted by the bidders shall have clarity with respect to whether GST is included/excluded in the supplied value, towards fulfillment of PQC and same shall be ensured by the bidders by submitting proper and relevant documents as required (e.g. separate certificate from respective client regarding GST) along with delivery completion certificate.
- 14.0 If no clear documents as mentioned above regarding GST / Duties component included/extra/not applicable with respect to the supplied value mentioned in delivery completion certificate is submitted by the bidder & In case GST/duties amount / component is also not specified in the submitted delivery completion certificate, then the amount equivalent to rate of applicable GST/duties as considered by HURL for the subject tender shall be deducted from the value of material supplied mentioned in the completion certificate to arrive at the value of the supplied material without GST/ duties.
- 15.0 Similar ARC and Composite orders submitted for PQC.
- 15.1 Similar ARC (Annual Rate Contract) Jobs that has been successfully completed by the bidder for the originally awarded period shall be considered as completed works even though such ARC is under execution on account of extension. However original term completion should be within the period as indicated in above PQC. Bidder to submit the relevant document along with bid certifying satisfactory completion of the job, executed value of the job and completion date for original period of contract, along with letter of extension of contract, certified by WO issuing company /Engineer In Charge.
- 15.2 If a biannual contract is successfully completed, the order will be considered as two similar types of work. Similarly, if a tri-annual contract is successfully completed, the order will be considered as three similar types of work. Multi-annual contracts will be calculated in the same way, with only the value of one, two, or three years being considered for orders of 1, 2, or 3 similar types of work, subject to the fulfillment of PQC criteria and submission of a work completion certificate. To evaluate this, bidders must submit completion certificates with yearly completion values and required details as stated in PQC criteria 6.2.1. If yearly completion values cannot be provided, bidders must submit a completion certificate with a CA certified copy indicating completion values per year and respective tenure, clearly mentioning UDIN. This is subject to the successful completion of the order within the original awarded period and the requirements outlined in clause 6.2 of Section-1. Bidders must also submit an order amendment copy in case of any extensions, deviations, or other amendments to the order. Failure to submit these documents will result in HURL's right to calculate completion values on a pro-rata basis or using an appropriate calculation method, which will be unquestionable by the bidder.
- ~~15.3 In composite orders where different types and categories of Materials or services are included the evaluation shall be performed considering only the items and its respective values which cover under "Similar nature of work" and accordingly the bidder shall submit the supporting documents. In case of non-submission of the said documents, HURL reserves the right to evaluate as per the data provided by the bidder and the evaluation result shall be unquestionable by the bidder. Also, if the bidder does not submit the said documents may lead to rejection of the bid.~~



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- 16.0 The GST part of the bill shall be paid only after confirmation of payment from the successful awarded bidder or after confirmation of the corresponding return filed by the contractor from the GST portal. The GST part of the bill shall be withheld till such confirmation.
- 17.0 In case of sub contract orders, credential as sub-contractor for above PQC shall be considered only when such work orders for sub contract have been issued with approval or written permission of end user/owner/consultant of the owner of the contract from the scope of work of which contractor under the contract has sub contracted a part of or entire work under such work order. In this regard, the bidder has to submit a certificate from the end user/owner/consultant of the owner stating that the main contractor has intimated them about the engagement of sub-contracting OR have been allowed/ permitted as a sub-contractor. Based on such Sub contracted portion of the job actually executed by the bidder as subcontractor, PQC evaluation shall be done i.e. In case only part job is subcontracted, similar job & executed value etc for the part job only shall be considered for PQC and not the full job.
- 18.0 Work completion date shall be considered for deciding the period of work experience.
- 19.0 Evaluation Basis:
- 19.1 Bidder should submit the Shortfall documents as requested in the portal. If Bidder do not respond to the shortfall, HURL reserves the right to evaluate without shortfall documents considering the available bid documents and in such case no bidder/intending bidder shall have any claim arising out of such action.
- 19.2 In case tie between two or more bidders at L-1 position, the sole criterion for determining the L1 bidder shall be on the basis of Average Annual Turn Over of the party calculated from ATO of either FY 20-21,21-22 & 22-23 or FY 19-20,20-21,21-22. Bidder having the highest average annual turnover shall be considered as L1 party. If bidder submits ATO for FY 19-20, 20-21, 21-22 and 22-23, then the average ATO of FY 20-21,21-22 & 22-23 and Average ATO of FY 19-20,20-21,21-22 shall be calculated, and Maximum Average ATO shall be taken in to consideration for evaluation. (Ex. Average ATO of FY 19-22 is 1Cr. and Average ATO of FY 20-23 is 1.1Cr. then Average ATO 1.1Cr. of FY 20-23 shall be taken into consideration). NO shortfall shall be raised regarding the ATO if the bidder submits either of any option i.e. FY 20-23 or FY 19-22. MSE and MII preference shall be applicable during the evaluation.
- 20.0 **Evaluation Criteria:** On percentage rate basis.
- 21.0 **Contract Duration:** The contract duration is for 02(Two year) from the date of site handover, with an option to extend for an additional 01 year based on satisfactory performance, at the same rate, terms, and conditions, subject to mutual consent.
- 22.0 **Mobilization:** Within 15 days from the date of handover of site.
- 23.0 **Effective date of Contract:** From the date of Handover of site / Mobilization.
- 24.0 **Deviation:** 25% of contract value.
- 25.0 **Quantity Variation:** Applicable, any variation within the contract value is permissible except manpower.
- 26.0 **Defect Liability Period:** Post Motor maintenance date, if any defect arises within 3 months, then same shall be rectified by bidder under defect liability period i.e. 3 months. This is applicable up to 3 months post contract completion period.
- 27.0 **Performance Bank Guarantee:** Bidder must deposit PBG 5% of the contract value in advance.
- 28.0 **Reverse Auction:** Applicable as per HURL's requirement.



HINDUSTAN URVARAK & RASAYAN LIMITED, BARAUNI UNIT
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29.0 Address for Communication.

From Technical Department:		
Mr. Anil Chandrakar Chief Manager (Electrical) anilchandrakar@hurl.net.in Ph: 8966905187	Mr. Shashikant Patel Sr. Manager (Electrical) shashikant.patel@hurl.net.in Ph: 9099006446	
From Contracts & Materials (C&M) Purchase Department:		
Mr. Praveen Kumar Yadav Chief Manager (C&M) praveenkumaryadav@hurl.net.in Ph : 9416000904	Mr. Amit Kumar Burman Officer (C&M) amitkrburman@hurl.net.in Ph. : 06243291724	
From Stores Department:		
Mr. Rakesh Kumar Tiwari Manager (Stores – C&M) rakesh.tiwari@hurl.net.in Ph : +91-9431725439	Mr. Raj Kumar Singh Store Assistant - C&M rajkumar@hurl.net.in Ph : 6355072875	Mr. Chandan Kr. Singh JSA-II – C&M-Stores chandankumarsingh@hurl.net.in 7903336415
Hindustan Urvarak & Rasayan Limited, Barauni Urvarak Nagar, Begusarai, Bihar – 851115		

30.0 Checklist of documents to be submitted:

Sr. No	Documents
1	Techno Commercial Proposal Bid Form. (Enclosed as Annexure-1 of 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) / MSE Certificate with applicable annexure form for exemption.
4	Signed, Stamped and Scanned copy of Certificates like Registration certificate, GST No, PAN No, PF, etc.
5	Signed, Stamped and Scanned copy of Format for Electronics Payment (Enclosed as Annexure-2 to Forms and Procedures i.e., Section VI)
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 Authorized Signatory, in the format as enclosed as Annexure-5 to Forms and Procedures i.e., Section VI.
10	Acceptance to Fraud Prevention Policy of HURL, for which the bidder has to submit Signed, Stamped and Scanned copy of Form of Acceptance of Fraud Prevention Policy of HURL. (Enclosed as Annexure-6 to Forms and Procedures i.e., Section 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).
12	Work orders subject to tender for qualification as per Annex – 12 with clearly mentioning Purchase order details relevant to tender based on which PQC can be achieved. Not to be mentioned as “As Attached”/ “mentioned in Bid”/ etc.



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13	Declaration of GST (annexure -15) Signed, Stamped and Scanned copy of Declaration of GST (Enclosed as Annexure-15 to Forms and Procedures i.e., Section VI).
14	Signed, Stamped and Scanned copy of Bid Security Declaration Form (Enclosed as Annexure-13 to Forms and Procedures i.e., Section VI).
15	Signed, Stamped and Scanned copy of GCC, SCC & Scope of Work (i.e. Section-V) of tender document.
16	Any Other Document asked for in the Bidding Document

Note: Failure to Upload Authentic and Correct Documents as mentioned at Sr. No, 1 to 16 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.

HINDUSTAN URVARAK & RASAYAN LIMITED

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

BARAUNI UNIT

Barauni Urvarak Nagar, Begusarai

P.O: Barauni, Distt: Begusarai (Bihar), Pin: 851115

[Registered Office SCOPE Minar, Core 4, 9TH Floor, Laxmi Nagar District Center, Delhi-110092]



SECTION – II

INSTRUCTIONS TO BIDDERS

(ITB)



HINDUSTAN URVARAK & RASAYAN LIMITED, BARAUNI UNIT

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

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9	Bid Proposal
10	Documents Comprising the Bid
11	Bid Prices
12	Price Basis
13	Bid Currencies
14	Earnest Money Deposit (EMD) / Bid Security
15	Performance Security / Performance Bank Guarantee (PBG)
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17	Ineligibility For Future Tenders
18	Period of Validity of Bids (Techno-Commercial Bid and Price Bid)
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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, Barauni referred to herein as ‘the Employer’, intends to engage an agency for supply of Goods & related Services or Services as per specifications, Scope of Work as detailed in the Bidding documents.</p>												
2.0	General Information	<p>The prospective Bidders are invited to submit a “Technical & Commercial Bid” and “Price Bid” for the package. Methodology for submission of Bid has been detailed hereunder in this document.</p> <p>Applicability of Reverse Auction may be seen on the CPP website / NIT.</p>												
3.0	Content of Bidding Documents	<p>The items and/or services required, bidding procedures, order/contract terms and technical requirements are prescribed in the bidding documents/Bidding Documents.</p> <p>The bidding documents include the following sections:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Section-I</td> <td>Notice Inviting Tender (NIT)/Tender Enquiry/Invitation for Bid (IFB)</td> </tr> <tr> <td style="text-align: center;">Section-II</td> <td>Instruction to bidder (ITB)</td> </tr> <tr> <td style="text-align: center;">Section-III</td> <td>General Conditions of Contract (GCC)</td> </tr> <tr> <td style="text-align: center;">Section-IV</td> <td>Special Conditions of Contract (SCC)</td> </tr> <tr> <td style="text-align: center;">Section-V</td> <td>Technical specifications, SOR & Scope of work and other terms & condition.</td> </tr> <tr> <td style="text-align: center;">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	Special Conditions of Contract (SCC)	Section-V	Technical specifications, SOR & Scope of work and other terms & condition.	Section-VI	Forms and Procedures
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Section-VI	Forms and Procedures													
4.0	Benefits To MSEs	<p>Micro and Small Enterprises (MSEs) shall be exempted from paying Earnest Money Deposit.</p> <p>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</p>												



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		<p>someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 percent of total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity).</p> <p>The benefit as above to MSEs shall be available only for Goods/Services produced & provided by MSEs.</p> <p>MSEs seeking exemption and benefits should enclose/upload in e-tender portal an attested/self-certified copy of following registration certificate and BID Security declaration form (Annexure – 13) 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 31.12.2022. Such enterprise shall submit EM Part-II or Udyog Aadhaar Memorandum (UAM) for availing benefits of PPP-2012. (Ref Notification No. CG-DL-E-19012022-232763)</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>



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7.0	Corrigendum/ Amendment to Bidding Documents	<p>At any time prior to the deadline for submission of bids, EMPLOYER may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.</p> <p>The corrigendum's/amendment's will be posted in the tender on the e-tender portal for viewing by the Bidder. The amendments will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are advised to regularly check the tender regarding posting of Amendments, if any.</p> <p>To give prospective Bidders reasonable time to take the corrigendum/amendment into account in preparing their bid, EMPLOYER may, at its discretion, extend the deadline for the submission of bids.</p>
8.0	Language of Bid	<p>The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English. In such case for purposes of interpretation of the Bid such translation shall govern.</p>
9.0	Bid Proposal	<p>Bid shall be complete in all respects and shall be submitted with requisite information and Attachments. It shall be free from any ambiguity.</p> <p>For preparation of Bids, Bidders are expected to go through the complete bidding documents carefully. Material deficiencies in providing the information requested may result in rejection of the Bid.</p>
10.0	Documents Comprising the Bid	<p>The Bid shall comprise of following components:</p> <p>Technical Bid:</p> <p>The following documents are to be furnished by the Bidder as part of the Technical Bid:</p> <ol style="list-style-type: none"> a) Techno Commercial Proposal Bid Form b) Power of Attorney as per requirement mentioned in NIT. c) proof for payment of Earnest Money Deposit (EMD)/ MSE Certificate for exemption with Annexure -13. d) Certificates like Registration certificate, GST No, PAN No. etc. e) Format for Electronic Payment f) Tender Acceptance Letter & Letter of authorization to submit bid. g) Documents as required in accordance with Eligibility Criteria. Bidder must fill all the details in Annexure-12. h) No deviation Certificate.



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		<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>l) Any other document asked for in the Bidding Documents.</p> <p>m) Signed and stamp Copy of GCC, SCC, Technical Specification/scope of work and dully filled all annexures.</p> <p>Price Bid: The Price bid is to be submitted in the BOQ provided in the Tender at https://eprocure.gov.in/eprocure/app. 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	<p>Bidders are required to quote price on the price basis as per Scope of Work / stipulated in the SCC.</p>
13.0	Bid Currencies	<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>
14.0	EARNEST MONEY DEPOSIT (EMD) / BID SECURITY / GUARANTEE:	<p>i. The Bidder shall furnish, as part of his bid, Earnest Money Deposit in the amount as stipulated in NIT/IFB/Tender Enquiry, in the form of online payment mode by RTGS / NEFT in the account of HURL details as given in subsequent paragraphs. The receipt of the payment shall be attached as a part of bidding documents. If the</p>



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EMD is paid other than online mode then the EMD shall be submitted in a separate Envelope super-scribed 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 recognized 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 contract pursuant to Fraud Prevention Policy of HURL.

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

vi. No interest will be payable by the Employer on the said amount covered under



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		<p>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: BANK Details for EMD Payment through NEFT/RTGS: Bank Name–State Bank of India, Overseas Branch, NEW DELHI (17313) IFS CODE: SBIN0004803, Account No: 00000037880422277.</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>Employer shall not be liable for loss/non-receipt/late receipt of above documents in postal transit.</p> <p>Exemption from submission of EMD: Micro and Small Enterprises (MSEs) bidders are exempted from submission of EMD as per provisions at clause 4.0 above and shall submit Annexure – 13.</p> <p>IMPORTANT: IN CASE OF EMD PAYMENT THROUGH RTGS / NEFT, BIDDER MUST MENTION “EXXX” (As per Section I, clause 3.0) IN TRANSCATION DESCRIPTION WHILE DOING THE PAYMENT. “XXX” to be replaced with the last three digits of the tender reference number. (Example: Tender No.: HURL/BR/CC/22-23/432 then the payment description to be mentioned as “E432”)</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 as tabulated below with an initial validity up to ninety (90) days beyond the completion date for work plus defect liability period (if any), for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer.</p> <p>PBG amount equivalent to 5% of the work order value shall be applicable.</p> <p>Performance Security / Performance Bank Guarantee (PBG) may be submitted in any of the following forms:</p> <p style="margin-left: 40px;">a) electronically by RTGS / NEFT in the account of HURL details of which are given in bidding document</p> <p style="text-align: center;">or</p>



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		<p>b) in the form of an irrevocable bank guarantee in accordance with the form of included in the bidding documents (Annexure 9 of Section VI (Forms and Procedures)) from any Nationalized bank / Scheduled Bank recognised by Reserve Bank of India.</p> <p>Failure of the supplier to submit the above-mentioned Performance Security / Performance Bank Guarantee (PBG) shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p> <p>No interest shall be payable by the Employer to the Contractor against the Security Deposit furnished.</p> <p>Performance Security shall be returned after Certification of completion of work and Defect Liability period (if any) by EIC. However, the contractor will have to apply in writing, for refund of the same.</p> <p>IMPORTANT: IN CASE OF PBG PAYMENT THROUGH RTGS / NEFT, BIDDER MUST MENTION “PXXX” IN TRANSCATION DESCRIPTION WHILE DOING THE PAYMENT. “XXX” to be replaced with the last three digits of the tender reference number. (Example: Tender No.: HURL/BR/CC/22-23/432 then the payment description to be mentioned as “P432”)</p>
<p>16.0</p>	<p>Confirmation of BGs through Structured Financial Messaging System (SFMS)/SWIFT</p>	<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-37880422277</p> <p>IFSC code- SBIN0004803.</p> <p>In case of submission of EMD in the form of Bank Guarantee, bidders are requested to provide the Details like Bank Name, Branch address, IFSC code and Branch E-mail Id of BG issuing Branch on EMD submission covering letter</p>
<p>17.0</p>	<p>Ineligibility For Future Tenders</p>	<p>Notwithstanding the provisions regarding forfeiture of Earnest Money Deposit specified above, if a bidder after having been issued the Purchase Order/Contract, either does not accept the Purchase Order/Contract or does not submit an acceptable Performance</p>



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		<p>Security and which results in tender being annulled then such bidder shall be treated ineligible for participation in the present and future tenders issued from HURL - Barauni for a period of 6 months from the date of withdrawal of the purchase order / contract or last communication date of notice issued by HURL, whichever is earlier.</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 present and future tenders issued from HURL - Barauni 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 the present & future tenders issued from HURL - Barauni for a period of 6 months from the date of withdrawal of the purchase order / contract or last communication date of notice issued by HURL, whichever is earlier.</p>
<p>18.0</p>	<p>Period of Validity of Bids (Techno-Commercial Bid and Price Bid)</p>	<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>
<p>19.0</p>	<p>Nil Deviation</p>	<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>



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		<p>Bidders may note that in case the Bidder refuses to withdraw additional conditions/deviations/variations/exception, implicit or explicit, found anywhere in the techno-commercial bid, the bid shall be rejected as Technically non-responsive.</p> <p>Bidders may also note that any deviation/variation in any form in the Price Bid shall result in forfeiture of EMD.</p>
20.0	Format and Signing of Bid	<p>The bid including all documents uploaded in the on-line bid shall be digitally certified by a duly authorised representative of the Bidder to bind him to the contract using Class II or Class-III digital signature (in the name of designated individual with Organisation name). The Digital Signature shall be as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI) namely Controller of Certifying Authorities (CCA) of India.</p> <p>An authorisation letter/power of attorney indicating that the person signing the bid has the authority to sign the bid is to be submitted in Physical form and copy uploaded as part of the Techno-commercial Bid.</p>
21.0	Submission of Bids	<p>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.</p>
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 style="text-align: center;">“ORIGINAL EARNEST MONEY DEPOSIT FOR NIT NO. DATED..... FOR (NAME OF PACKAGE) DUE ON (DATE OF BID OPENING) FROM (NAME OF THE BIDDER).”</p>
21.2	ON-LINE	<p>Bid along with all the documents should be submitted in the electronic form only through e-Tendering system.</p> <p>Any revision or amendment in bid shall be possible only up to the due date and time of submission of tender.</p>
21.2.1	Techno-Commercial Bid	
(A)	COVER TYPE – FEE	<p>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.</p>



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(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> <ul style="list-style-type: none">a) Techno Commercial Proposal Bid Form (Enclosed as Annexure-1 to Forms and Procedures i.e., Section VI)b) Power of Attorney as per requirement mentioned in NIT.c) Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD)/ MSE Certificate.d) Signed, Stamped and Scanned copy of Certificates like Registration certificate, GST No, PAN No. etc.e) Signed, Stamped and Scanned copy of Format for Electronics Payment (Enclosed as Annexure-2 to Forms and Procedures i.e., Section VI)f) Signed, Stamped and Scanned copy of Tender Acceptance Letter & Letter of authorization to submit bid (Enclosed as Annexure-3 to Forms and Procedures i.e., Section VI)g) Documents as required in accordance with Eligibility Criteria i.e., <u>Clause 6</u> of NITh) Signed, Stamped and Scanned copy of No deviation Certificate Enclosed as Annexure-4 to Forms and Procedures i.e., Section VI)i) Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director or Legally Authorised Signatory, in the format as enclosed as Annexure-5 to Forms and Procedures i.e., Section VI to Bidding Document shall be furnished certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof. However, if at any point of time the declarations given in bid are found to be incorrect, HURL shall have the full right to terminate the contract and take any action as per provisions of contract including forfeiture of EMD/Security Deposit.j) Acceptance to Fraud Prevention Policy of HURL, for which the bidder has to submit Signed, Stamped and Scanned copy of Form of Acceptance of Fraud Prevention Policy of HURL.
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		<p>(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> <p>l) Declaration of GST</p> <p>m) Any other document asked for in the Bidding Documents.</p> <p>Note: -</p> <p>Bidders are requested to upload the clearly visible documents only otherwise if not clearly visible then offer shall be liable for rejection without any further communication. The Techno-Commercial Bid should not contain any price content entry. In case, the Techno-Commercial Bid is found to contain any price content, such bid shall be liable for rejection.</p> <p>Checklist of documents to be submitted is enclosed as Annexure-1 to ITB.</p>
21.2.2	<p>Price Bid (COVER TYPE – FINANCE)</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> <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>



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Documents to be uploaded in the format stipulated in the tender (online).		
	Note:	In case of Single Stage Two envelope bidding, Price Bid of those bidders whose bids are found to be qualified and technically & commercially responsive shall be opened at a later date under intimation to such bidders.
22.0	Deadline for Submission of Bids	<p>Bids must be submitted online no later than the time and date stated in the Tender Enquiry/NIT/ on line Tender details.</p> <p>The Off-line bid specified in the tender must be submitted to the Employer at the address given in the Special Conditions of Contract before the last date & Time for submission of Bid as specified in the NIT / Tender. Employer shall not be liable for loss/non receipt/late receipt of above documents in postal transit.</p> <p>The on-line Bid must be submitted on the system well before the expiry of time and the schedule specified in the tender notifications, and may note that there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on the server.</p> <p>The processing time for data exchange depends on the internet speed of the bidder, therefore bidder should avoid the last-minute hosting of their bid. The bids visible to the Employer will be final for the purpose of acceptance.</p> <p>EMPLOYER may, at its discretion, extend this deadline for submission of bids, in which case all rights and obligations of Employer and Bidders will thereafter be subject to the deadline as extended.</p>
23.0	Modification and Withdrawal of Bids	<p>The Bidder may modify or withdraw its bid after submission prior to the deadline prescribed for bid submission. In case of withdrawal a letter giving the reason for withdrawal is to be uploaded. Once a bid is withdrawn, the bid cannot be re-submitted.</p> <p>No bid may be withdrawn / modified in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal/Modification of a bid during this interval may result in the Bidder's forfeiture of its Earnest Money Deposit, pursuant to ITB Clause 14 above.</p>
24.0	Opening of Bids	
	Techno-Commercial Bid Opening	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



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		<p>as EMPLOYER, at its discretion, may consider appropriate, will be announced at the opening.</p> <p>Technical Bid shall be opened for evaluation.</p> <p>In case of Single Stage Two Envelope bidding, the Price Bid will remain unopened and the date and time for opening of price bids shall be intimated separately on the CPP website by EMPLOYER after completion of evaluation of Techno-Commercial Bids.</p>
	Price Bid Opening	<p>In case of Single Stage Single Envelope bidding, the Price Bid will be opened on the date and time for opening of bids specified after opening of Techno-commercial bids as specified above.</p> <p>In case of Single Stage Two Envelope bidding, after the evaluation process of Techno-Commercial bid is completed, the date and time for opening of price bids shall be intimated separately by Employer. Bidders, whose Techno-Commercial Bid is not substantially responsive, their Technical Bid shall be rejected and their Price bid will also be rejected & shall not be opened and their Earnest Money Deposit shall be returned.</p> <p>Price bids of those Bidders, who have been considered qualified and whose Techno-commercial Bid is found to be responsive, will be opened online in presence of the Bidder's authorised representatives who choose to attend.</p> <p>The participating bidders will be able to view the bid prices of all the bidders after online opening of Price Bids by Employer on the e-tender portal.</p>
25.0	Clarification on Bids	<p>During bid evaluation, EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to the 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>
26.0	Preliminary Examination Of	<p>EMPLOYER will examine the bids to determine whether they are complete, whether required securities have been furnished, whether</p>



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



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28.0	Preliminary Examination Of Price Bid	<p>The Employer will examine the Price bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.</p> <p>In case any additional conditions/deviations/exceptions/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> <p>a) In case of discrepancy between unit price in figures and words, the unit price words will be considered as correct.</p> <p>b) In case of discrepancy between unit price and total price, the unit price will be considered as correct.</p> <p>d) In case of discrepancy between unit price and total price, which is obtained by multiplying the unit price and quantity, or between sub-totals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly.</p>
30.0	Evaluation Criteria	<p>The evaluation criteria specified in Special Conditions of Contract (SCC) shall over-ride all other similar related clauses appearing elsewhere in the bidding documents.</p> <p>The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this Bidding Document.</p>
31.0	Evaluation Of Bids	<p>a) The Employer shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.</p> <p>b) To evaluate a Bid, HURL shall only use all the criteria and methodologies defined in this document.</p> <p>c) To evaluate a Bid, HURL shall consider the following:</p> <ul style="list-style-type: none"> ● The bid price as quoted as per Bill of Quantity (BOQ) ● Price adjustment for correction of discrepancy. ● Price adjustment due to Price Preference, pursuant to ITB clause 4.0, if applicable ● Price adjustment due to Price Preference due to any other condition specified in Special Purchase Condition; ● Price adjustment due to application of the evaluation criteria.
32.0	Contacting The Employer	<p>Subject to ITB clause 25.0 above, no Bidder shall contact the Employer on any matter relating to its bid, from the time of the opening of Bids to the time the contract is awarded.</p>



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		Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.
33.0	Employer's Right To Accept Any Bid And To Reject Any Or All Bids	The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder(s) of the grounds for the Employer's action.
34.0	Award Criteria	<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>
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	Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing by email or letter or by telefax to be confirmed in writing by letter sent by Speed Post/Registered/courier, that its bid has been accepted. The notification of award (Purchase/Service Order) will constitute the formation of the contract and shall be effective from the date of award or the date as specified in Special Conditions of Contract (SCC).
37.0	Corrupt or Fraudulent Practices	<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>



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		<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 Policy	<p>The Bidders/ Service Providers/ Vendors/ Consultants etc. shall strictly adhere to the Fraud Prevention Policy of HURL displayed on its website http://www.hurl.net.in and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities and immediately apprise HURL of the fraud/suspected fraud as soon as it comes to their notice. A certificate to this effect shall be furnished by the bidder along with his bid, in relevant attachment as per format enclosed (Annexure 6 of Section VI (Forms and Procedures)) with the Bidding Document.</p> <p>If in terms of above policy, it is established that the bidder/his representatives have committed any fraud while competing for this contract then the Earnest Money Deposit shall be forfeited.</p>
39.0	Banning Policy	<p>Business dealings may be withheld or banned with the Contractor on account of any Default by the Contractor under Clause 44.</p>
40.0	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>
41.0	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>
42.0	Restrictions on procurement from a Bidder	<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</p>



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<p>of a country which shares a land border with India</p>	<p>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. 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 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</p>
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		<p>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 style="padding-left: 40px;">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 style="padding-left: 40px;">ii. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements;</p> <p>b) In case of a partnership firms, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p>c) In case of an unincorporated associations or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</p> <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>
43.0	<p>Preference to Make In India (MII) and granting of purchase preference to local suppliers.</p>	<p>Preference to Make in India and Eligibility for participation/ granting of purchase preference to Class-I local suppliers.</p> <p>Preference shall be given to bidders as per the policy "Public Procurement (Preference to Make in India), Order 2017- Revision order No. 45021/2/2017-BE-II and amendments".</p> <p>Bidder must submit Annexure 14 of section VI for participating in Preference to MII.</p>



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		<p>For order preference, MSE guidelines mentioned above in 4.0 read in conjunction with “Preference to Make in India and granting of purchase preference to local suppliers” mentioned in</p> <p>The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids.</p>
<p>44.0</p>	<p>Termination of contract</p>	<p>If the Contractor:</p> <ul style="list-style-type: none"> (a) at any time makes default in proceeding with the Works with due diligence and continues to do so after a notice of seven (7) days in writing from the Engineer-in-Charge; or (b) commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within seven (7) days after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or (c) fails to complete the Works or items of Work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge; or (d) shall offer, or give or agree to give to any person in Employer's service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Employer; or (e) shall enter into a contract with the Employer in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Employer/ Engineer-in-Charge; or (f) shall obtain a Contract with the Employer as a result of ring bidding or other nonbonafide methods of competitive bidding; (g) In case of poor performance, the contract shall be terminated with a notice period of 15 days without any liability to HURL Barauni. IN the event of unsatisfactory performance, Hurl Barauni reserves right to cancel part or whole of the work order / contract /PO and make alternative arrangement at any time during of contract on risk & cost of contractor and / or forfeit security deposit. (h) The Employer may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the Employer by written notice, cancel the Contract as a whole or only such items of work in default, from the Contract.



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45	Blacklisting	If the contractor is terminated under clause 44 or made ineligible for tendering under clause 17 then HURL reserves the right to black list the bidder for 12 months from the date of notice.
46	Contract Agreement	On successful award of order or issue of Purchase order the bidder shall submit a non- judicial stamp paper of Rs. 1000/- with 03 bond dummy papers along with all other supporting documents as stipulated in the tender document within 30 days of receipt of Letter of Award (LOA) or Purchase order, failing which the tender is liable to be rejected.
	Important Note	The Special Conditions of Contract (SCC) will supersede any other related conditions anywhere else in the Bidding Documents and will prevail for evaluation / finalization of the tender.

Annexure-1 to ITB

Checklist of documents to be submitted:

Sr. No	Documents
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) / MSE Certificate with applicable annexure form for exemption.
4	Signed, Stamped and Scanned copy of Certificates like Registration certificate, GST No, PAN No, PF, etc.
5	Signed, Stamped and Scanned copy of Format for Electronics Payment (Enclosed as Annexure-2 to Forms and Procedures i.e., Section VI)
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 Authorized 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.



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10	Acceptance to Fraud Prevention Policy of HURL, for which the bidder has to submit Signed, Stamped and Scanned copy of Form of Acceptance of Fraud Prevention Policy of HURL. (Enclosed as Annexure-6 to Forms and Procedures i.e., Section 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).
12	Work orders subject to tender for qualification as per Annex – 12 with clearly mentioning Purchase order details relevant to tender based on which PQC can be achieved. Not to be mentioned as "As Attached"/ "mentioned in Bid"/ etc.
13	Declaration of GST (annexure -15) Signed, Stamped and Scanned copy of Declaration of GST (Enclosed as Annexure-15 to Forms and Procedures i.e., Section VI).
14	Signed, Stamped and Scanned copy of Bid Security Declaration Form (Enclosed as Annexure-13 to Forms and Procedures i.e., Section VI).
15	Signed, Stamped and Scanned copy of GCC, SCC & Scope of Work (i.e. Section-V) of tender document.
16	Any Other Document asked for in the Bidding Document

Note: Failure to Upload Authentic and Correct Documents as mentioned at Sr. No, 1 to 16 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.



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Annexure 2 to ITB

A	Instructions for Online Bid Submission	<p>The bidders are required to submit their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online 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> <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</p>
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		<p>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 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</p>
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		<p>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. 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 with all other relevant details.</p> <p>4.10 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.</p> <p>4.11 The Bidder is allowed to re-submit the Bid and related Bid documents before the last date of 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>4.12 The Bidder is permitted to withdraw his Bid before the last date of Bid submission and time through the CPP Portal. The bidder should provide the supporting reasons for bid withdrawal and attach the supporting letter to the Purchaser.</p> <p>4.13 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</p>
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		<p>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>
B.	Reverse Auction	<p>Procedure in submission of bids by the bidders during Reverse/Forward auction online.</p> <ul style="list-style-type: none"> ➤ Bidders shall login using their login ID & Password and then using DSC. ➤ Click on My Auctions button given in left side of page, to view Action details for which Techno-Commercially qualified. ➤ For participating in Live Auction, <ol style="list-style-type: none"> a) Click on Live Auction Button. b) Click on View button to participate in interested Auction. c) There is List of qualified Lots in which Bidder can participate against selected Auction. d) Click on Hammer Icon to participate in the respective lot. e) On clicking Hammer Icon, system will show Start price, Decremental (or incremental) price and Current price against lot. Current Price is appearing as Blank in case no bidder has offered price. f) Enter your Price in 'My Auction Price' in multiples of decremental (incremental) value up to above (below) Max Seal % value, and then sign it digitally by clicking on Sign Icon and Click on submit button. g) System will show your Latest Value / Price Quoted and system will also show Least Amount/ Rate which any Bidder would have quoted. <p>1. Tender Cum Auction is a combination of Tender Followed by Reverse Auction. It is also called as eRA.</p> <p>Subsequently, Reverse Auction will be conducted amongst techno-commercially qualified / approved bidders after Opening of Financial/Price Bids' online.</p> <p>The Reverse Auction will be normally initiated after Opening of Price Bids. There will be no participation fees for Auction. Only such bidders - who have been found techno-commercially qualified as per requirements of the tender will be permitted to participate in the Reverse Auction.</p> <p>After opening of the price (financial) bids, System displays L1</p>



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	<p>price based on either over all basis or item wise/lot basis automatically. Using this system provided price, which would be auction start price procuring entity will create Reverse Auction and publish the same.</p> <p>The Techno-commercially qualified bidders will receive Auction information through SMS & email. The participating bidders get an opportunity to revise their prices (reduce in case of Reverse Auction). It allows bidders multiple opportunities to offer a price.</p> <ol style="list-style-type: none">2. The lowest value quoted by the bidder will become the auction start price for auction and the participant bidders have to quote below the auction price.3. The Bidder would be allowed to bid lower than the opening price of auction in multiples of the decrement value mentioned in para-5. However, bidder can only bid lower than the Lowest Bid.4. The auction will be done on bid value (to be provided by bidder) which will be derived based upon cost as mentioned in para below. It is inclusive of any taxes, etc.5. The minimum decrement value will be Rs. 10,000.00 as mentioned in clause VII below. The reduction shall have to be made as per decrement value or in multiple thereof.6. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:<ol style="list-style-type: none">a) Current Bid Price in the Auction.b) Start Price.c) Decrement value. <p>At no point of time will any bidder see the names of other bidders, or the prices of bidders other than the lowest bid.</p> <ol style="list-style-type: none">7. In case of Reverse Auction, in order to displace a standing lowest bid and to become “L1”, a bidder can offer a minimum bid decrement or in multiples of decremental value up to above Max Seal %. For example: Current price:- Rs. 4,90,000 Decrement value: - Rs. 10000 System Defined Maximum Seal %:- 50, in this case a bidder can quote minimum decrement amount as Rs 4,90,000-10,000= Rs. 4,80,000 and maximum decrement amount is 490000-245000-10000=235000=240000*.8. A bidder can continue to revise his bid till the auction ends. However, the Bidder cannot quote/Bid equal to the Leading / Lowest Bid. He must always quote lower than the Leading/Lowest Bid site.9. The evaluation criteria is based on Price alone in auction. The
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		<p>Bidder who quotes the lowest evaluated Price is determined as the lowest bidder.</p> <ol style="list-style-type: none">10. System protects bid and bidder information till auction gets over and displays current L1 price to the bidder.11. Initial period of reverse auction will be two hours in the slot of 10 minutes. There will be auto extensions of time every time by ten minutes in case of any reduction recorded in the last ten minutes. The reverse auction will come to a close only when there is no further reduction recorded in the last ten minutes slot in any site i.e., after 1 hour 50 minutes.12. The log details of the entire reverse auction process will be generated by the system once the process of reverse auction is completed.13. If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the price bid shall be considered as the final price of that bidder.14. Since, reverse auction is a sequel to e-tender, the process of finalizing the tender upon completion of reverse auction will be same as the tender process without reverse auction.15. The bid history shall reflect only the bid value inclusive of taxes. The value will not be same for two bidders even if any bidder makes such an attempt in the bidding.16. Only the chronologically last price bid submitted by the bidder till the end of the auction shall be considered as the valid price bid of that bidder. Any bid submitted prior to submission of his last bid will not be considered as the valid price bid.17. Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned.18. All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder against that site and acceptance of the same by HURL will form a binding contract between HURL and the bidder for entering into a contract.19. If the lowest price received during reverse auction is unreasonable or it is unacceptable on ground of being too high compared with estimated price, the HURL management reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable, HURL may not accept such bid and may go for another tender process.20. In case of disruption of service at the service provider's end while the RAP is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be the 'Start Bid' price for the restarted RAP. The prices quoted in the
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		<p>prematurely ended RAP will be binding on all the bidders for consideration, if the restarted RAP does not trigger within the stipulated time.</p> <p>21. However, if Reverse Auction does not lead to any bid, HURL shall reserve the right to award the job based on the lowest prices quoted in online commercial bid.</p> <p>22. The successful bidder needs to submit the revised BOQ in line with price quoted by him in reverse auction. The ratio of percentage decrease in cost of each item of BOQ component shall be same as the overall percentage reduction in the bid value originally quoted by successful bidder and final L1 value quoted by successful bidder.</p> <p>23. The detailed Break-up of offered cost, provided by the successful bidder shall be considered and order, if placed, shall be with the same break-up of prices. The successful bidder(s) after reverse auction will be responsible to ensure that the rate as per the breakup of prices provided by him after the reverse auction and total value offered by him in the reverse auction are in same proportion. The successful bidder will not be allowed to increase the rate of any component while submitting the breakup. While giving the break up, the successful bidder will have to consider same rate of taxes as quoted while submitting the commercial bid. In case the successful bidder(s) fail(s) to submit the final BoQ within 3 days or the break up given by bidder does not match with total offered price, the HURL will be at liberty to place order by proportionately reducing the component rates on basis of the breakup of the e-auction bid submitted by the successful bidder along with the initial offer and the same will be binding on the successful bidder.</p>
		<p>Bidders must apprise themselves of the applicable guidelines for submission of and uploading of bids etc. on CPP website.</p>
<p>The GST part of the bill shall be paid only after confirmation of payment from the successful awarded bidder or after confirmation of the corresponding return filed by the contractor from the GST portal. The GST part of the bill shall be withheld till such confirmation.</p>		

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BARAUNI UNIT

Barauni Urvarak Nagar, Begusarai

P.O: Barauni, Distt: Begusarai (Bihar), Pin: 851115

[Registered Office SCOPE Minar, Core 4, 9TH Floor, Laxmi Nagar District Center, Delhi-110092]



SECTION – III

GENERAL CONDITIONS OF CONTRACTS

(GCC)



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The Special Conditions of Contracts (SCC) will supersede any related condition anywhere in the Bidding Documents and will prevail for evaluation / finalization of the tender.		
1	Definitions & Terminology	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>“Employer” / “Owner” means the Hindustan Urvarak & Rasayan Limited (HURL), having its registered office Core-4, 9th Floor, Scope Minar, Laxmi Nagar District Centre, Delhi-110092 and its Project office at Barauni , Urvarak Nagar, Begusarai, Bihar – 851115 shall include their legal representatives, successors and permitted assigns.</p> <p>“Contract” means the Contract Agreement entered into between the Owner and the Contractor, together with the Contract Documents referred to therein; they shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.</p> <p>“Contract Documents” mean the following documents that constitute the Contract between the Employer and the Contractor:</p> <ul style="list-style-type: none"> (i) The Contract Agreement along with its appendices (ii) Letter of Award/Service Purchase Order along with its appendices including agreed variations annexed. (iii) Amendment to Tender/Bidding Documents (iv) Special Conditions of Contract (v) Technical Specifications (vi) General Conditions of Contract (vii) The Bid and Bill of Quantities submitted by the Contractor (viii) Instructions to Bidders <p>“GCC” means the General Conditions of Contract hereof.</p> <p>“SCC” means the Special Conditions of Contract.</p> <p>“Day” means calendar day of the Gregorian Calendar.</p> <p>“Week” means a continuous period of seven (7) calendar days.</p> <p>“Month” means calendar month of the Gregorian Calendar.</p> <p>“Completion” means the fulfilment of the Services by the Contractor in accordance with the terms and conditions set forth in the Contract.</p> <p>“Contractor” shall mean the successful Sole Bidder or Consortium whose bid has been accepted by the OWNER and who has been selected by the OWNER for the award of Works and shall include his heirs, legal representatives, successors and permitted assigns.</p> <p>“Contract Price” means the price to be paid for the performance of the Services, exclusive of GST.</p>



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		<p>Effective Date means the date on which this Contract comes into force pursuant to GCC Clause 15.</p> <p>Foreign Currency means any currency other than the currency of the Owner's country.</p> <p>"Local Currency" means the currency of the Government of India.</p> <p>"Government" means the Government of the Owner's country i.e. INDIA.</p> <p>Party means the Owner or the Contractor, as the case may be, and "Parties" means both of them. Third party means any party other than Owner and Contractor.</p> <p>Personnel means professionals and support staff provided by the Contractor or by any Sub-Contractor and assigned to perform the Services or any part thereof;</p> <p>"Funds" means any funds allocated to the Owner under Company budget, or loan, grants and credits placed at the disposal of the Owner.</p> <p>Services means the work to be performed by the Contractor pursuant to this Contract</p> <p>Sub-Contractor means any person or entity to whom/which part of the Services is sub-consulted.</p> <p>"Engineer" or "Engineer-in-Charge" or "E.I.C." shall mean the officer appointed in writing by the Owner to act as "Coordinator" from time to time on behalf of Owner in all matters pertaining to this Contract. "Engineer-in-Charge" shall be authorized by the Client for supervision, inspection, scrutiny and approval of some or all of the services rendered by the Contractor under the Contract.</p> <p>"Bill Of Quantity" shall mean the priced and completed Bill of Quantity (BOQ) forming the part of the bid or such Bill of Quantity (BOQ) forming the part of the Contract, as the case may be, with amendments, if any, thereto.</p> <p>Throughout these Bidding Documents, the term "Bid" and "Tender" and their derivatives (Bidder/ Tenderer, Bidding / Tendering, Bidding Document/Tender Document, etc.); Bill of Quantity / Schedule of Quantity / Schedule of Quantities/ Bill of Quantities; Owner / Employer / HURL; Bid Security / Earnest Money Deposit; Security Deposit / Performance Security/ Performance Guarantee; Engineer-in-Charge / Engineer, appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other.</p>
2	Order of the precedence of the	Subject to order of precedence listed below, all documents forming part of the Contract (and all parts thereof) are intended to be correlative,



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	Documents	<p>complementary and mutually explanatory. The Contract shall be read as a whole.</p> <p>The order of precedence of documents shall be as under:</p> <ol style="list-style-type: none"> a) Contract Agreement and the Appendices b) Purchase Order/Service Order along with its annexures. c) Amendment to Bidding Documents d) Special Conditions of Contract e) Technical Specifications including Scope of Work f) General Purchase Conditions g) The Bid and BOQ submitted by the Supplier h) Instructions to bidders <p>An amendment issued after issue of Contract shall take precedent over the formal Contract and all other contract documents.</p> <p>In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Documents are listed above.</p> <p>Any error in description, quantity or rate in Bill of Quantity (BOQ) or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Works comprised therein according to drawings and specifications or from any of his obligations under the Contract.</p>
3	Singular and Plural	<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>



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		The Courts of Delhi shall have exclusive jurisdiction in all matters arising under the Contract, unless otherwise stated in the SCC.
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</p>



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		<p>the Owner objects to the appointment within fourteen (14) days giving the reason therefore, then the Contractor shall appoint a replacement within fourteen (14) days of such objection, and the foregoing provisions of this GCC Clause shall apply thereto.</p> <p>The Contractor's Representative shall represent and act for the Contractor at all times during the currency of the Contract and shall give to the Engineer-in-Charge all the Contractor's notices, instructions, information and all other communications under the Contract.</p> <p>All notices, instructions, information and all other communications given by the Owner or the Engineer-in-Charge to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided.</p> <p>The Contractor shall not revoke the appointment of the Contractor's Representative without the Owner's prior written consent, which shall not be unreasonably withheld. If the Owner consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out in above GCC Clause.</p> <p>The Contractor's Representative may, subject to the approval of the Owner (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Contractor's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Owner and the Engineer-in-Charge.</p> <p>Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with the above GCC Clause shall be deemed to be an act or exercise by the Contractor's Representative.</p>
11	Relation between the Parties	<p>Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Owner and the Contractor. The Contractor, subject to this Contract, has complete charge of Personnel and Sub-Contractors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</p>
12	Location	<p>The Services shall be performed at such locations as are specified in the Contract and, where the location of a Special task is not so specified, at such locations as the Owner may approve.</p>
13	Taxes & Duties	<p>Contractor, shall bear all tax liabilities, duties, Govt. levies etc. on account of payments made under this Contract. It shall be the responsibility of the Contractor to submit to the concerned Indian authorities the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the</p>



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	<p>laws in this regard, in time.</p> <p>It shall be incumbent upon the Contractor to obtain a registration certificate as a dealer under GST Law, and other law(s) relating to levy of tax, duty, cess etc. and necessary evidence to this effect shall be furnished by the Contractor to the Owner.</p> <p>The Contract Price (of both domestic and foreign Contractor) shall also be exclusive of GST applicable on services as per the rates prevailing as on seven (7) days prior to the date of Techno-Commercial bid opening. In case the Contractor is from outside India, who does not have any fixed establishment or permanent address in India, the GST shall be paid to the concerned Tax Authorities in India by the Owner and the same shall be recovered/ deducted from the Contractor.</p> <p>In case of any variation in the rate of GST during the period of Contract, an equitable amount shall be paid/ recovered from the Contractor to fully take into account any such change.</p> <p>If a new tax, duty or levy is imposed or any rates of tax are increased or decreased under statute or law in India after the date seven (7) days prior to date of Techno-Commercial bid opening and the Contractor becomes liable there under to pay and actually pays the said new tax, duty or levy for bonafide use on the work contracted, the same shall be reimbursed/recovered to the Contractor.</p> <p>As regards Income Tax, Surcharge on Income Tax and other Corporate Taxes, including Cess wherever applicable, the Contractor shall be responsible for such payments to the concerned authorities.</p> <p>The Owner shall be entitled to make necessary tax deductions at source as per the prevalent laws. The Contractor shall be required to submit the PAN details before the submission of the first bill/invoice under the Contract.</p> <p>The GST part of the bill shall be paid only after confirmation of payment from the successful awarded bidder or after confirmation of the corresponding return filed by the contractor from the GST portal. The GST part of the bill shall be withheld till such confirmation.</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</p>
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		foreign Contractors are required to consider such benefits in their proposal.
14	Effectiveness of Contract	The Contract shall come into force and effect on the date, called the “Effective Date”, of the Owner’s notice to the Contractor instructing the Contractor to commence carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, as specified in the SCC have been met or as mentioned elsewhere in the tender document.
15	Effective Date	The date the Contract comes into effect shall be as specified in the SCC.
16	Commencement of Services	The Contractor shall commence carrying out the Services not later than the number of days after the Effective Date as specified in the SCC.
17	Modifications or Changes or Amendment	No Modifications or changes or amendment or other variation of the Contract (Purchase Order / Service Purchase) shall be effective unless it is in writing, is dated, expressly refers to the Purchase Order / Service Order, and is signed by a duly authorized representative of Employer and accepted by the Contractor.
18	Contract Price	The Contract price, other than GST, shall remain FIRM throughout the contract period and will 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



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		<p>Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the Owner to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this clause of GCC.</p>
23	Limitation of Liability	<p>HURL shall in no way be responsible for any liabilities arising out of the Contractor's Contractual obligations with the Contractor's personnel, experts, engineers, sub-Contractors, licensors, collaborators, vendors, or subsidiaries. Similarly, the Contractor shall in no way be responsible for any liabilities arising out of HURL's personnel, sub-Contractors, licensors, collaborators, vendors or subsidiaries.</p> <p>The Contractor and HURL both agree that each shall assume full risk of damages or injury to its own properties, employees and representatives caused by any act or omission to act by their respective employees or representatives, during the performance of this Contract.</p> <p>Except in cases of criminal negligence or 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</p>



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		Contractor out of funds provided or reimbursed by the Owner or used by the Contractor in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.
25	Insurance to be taken out by the Contractor	The Contractor (a) shall take out and maintain, and shall cause any Sub-Contractors to take out and maintain, at their (or the Sub-Contractors', as the case may be) own cost, but on terms and conditions approved by the Owner, during the performance of the Contract, the insurance against the risks, and for the coverage as specified in the SCC; and (b) at the Owner's request, shall provide evidence to the Owner showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
26	Contractor's Actions Requiring Owner's Prior Approval	The Contractor shall obtain the Owner's prior approval in writing before taking any of the following actions: (a) any subcontract relating to the Services to an extent and, with such specialists and entities as may be approved as (b) any other action that may be specified in the SCC. Notwithstanding any approval as above, the Contractor shall remain fully liable for the performance of Services by the Sub-Contractor and its Personnel and retain full responsibility for the Services.
27	Assistance and Exemptions	The Owner shall use its best efforts to ensure the following: (a) To ensure the accuracy of all information and/or data to be supplied by the Owner to the Contractor necessary for performance of the Contract, except when otherwise expressly stated in the Contract. (b) issue to officials, agents and representatives of the Owner all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services; (c) provide to the Contractor, Sub-Contractors and Personnel any such other assistance as may be specified in the SCC.
28	Payment Terms	General In consideration of the Services performed by the Contractor under this Contract, the Owner shall make to the Contractor such payments and in such manner as stated below: Payments will be made in the currency or currencies in which the Contract Price has been stated in the Contractor's bid i.e., INR. No payment made by the Owner herein shall be deemed to constitute acceptance of the Services nor relieve the Contractor of any obligations. Modes of Billing and Payment All the invoices of payment shall be supported by necessary Documents and submitted in quadruplicate for the certification of Engineer-in-Charge for which he will require a maximum time of fifteen (15) days before the same are submitted for processing the payment of amount admitted. The Owner shall pay to the Contractor all the admissible payments within thirty (30) days of certification of the Engineer-in-Charge of the amount payable for the services. Contractor shall furnish the details of Bank Account in the prescribed format along with Bid in order to facilitate the Owner to release



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		<p>Payments electronically through Electronic Fund Transfer system wherever technically feasible. The Contractor shall hold the Owner harmless & Owner shall not be liable for any direct, indirect or consequential loss or damage sustained by the Contractor on account of any error in the information or change in Bank details provided to the Owner in the prescribed form without intimation to Owner duly acknowledged.</p> <p>Vendor Registration:</p> <p>In case of awarding a contract to an unregistered vendor, the vendor registration in HURL vendor data base shall be done based on the GST, MSME, Annexure -2 for bank details etc. submitted along with the bid documents. Once the contractor is registered no changes shall be made in the vendor details till a change request on contractor's letter head is received from the contractor in sign and stamp copy (as per Power of Attorney). The change request should contain the details of the data to be changed, present data, new data and reason for the change along with the supporting documents. For example, in case of change in bank details a change request form on contractor's letter head should contain old bank Account No, New bank account number and reason for change of account number addressing to HURL finance department, along with the cancelled cheque as a supporting document. The Bill payments shall be processed as per the bank details prescribed during the registration or further change request forms if applicable.</p> <p>In case of awarding a contract to HURL registered vendor, the payment shall be processed as per the details shared during initial registration or first awarding or latest bank detail change requests. The same shall apply for other details like MSME or other statutory requirements. The contractor while bidding for the tender should ensure the bid details should match as per the initial vendor registration data or the latest change request.</p> <p>HURL shall not be held responsible for any payment issues if the bank details shared while registration (or the change request if applicable) mismatches with the invoice bank details.</p>
29	Early Warning	<p>If at any time during performance of the Contract, the Contractor or its Sub-Contractors should encounter events, circumstances conditions that may adversely affect the quality of the work, increase the cost of Services or delay the execution of the Services, the Contractor shall promptly notify the Owner in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor's notice, the Owner shall evaluate the situation, and the Contractor shall cooperate with the Owner in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.</p>
30	Extension of the Intended Completion Date	<p>In the event the Contractor is unable to complete the assignment by the Intended Completion Date it may request the Owner to extend the Intended Completion Date giving reasons. The Owner may extend the Intended Completion Date if the reasons given by the Contractor, including prior review where necessary, are found acceptable. The Owner shall, however, decide by how much to extend the Intended Completion Date.</p>



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31	Good Faith	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
32	Liquidated Damage (LD) for Delay	<p>If the Contractor fails to complete the Work on or before the scheduled or extended date of completion, he shall, without prejudice to any other right or remedy of the Employer, arising out of the Contract on account of such delay, be liable for payment of liquidated damages @ ½ percent per week, not as penalty, on the Contract Value of the Work for every week that the progress remains below the required progress or that the Work remains incomplete subject to a maximum of 5% of the Contract Value.</p> <p>In case of amendment in the contract value, the limiting value of the Liquidated damages shall be 5% of the amended Contract Value.</p> <p>The amount of Compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Owner.</p>
33	Change in laws and regulations	If, after the date seven (7) days prior to the last date of Bid submission, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to items in respect of both direct transactions between the Employer and Supplier.
34	Performance Security	<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 five percent (5%) of the Contract Price with an initial validity up to ninety (90) days beyond the completion date for work plus defect liability period (if any), for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer as mentioned below.</p> <p>CPG may be submitted in any of the following forms:</p> <ol style="list-style-type: none"> crossed Demand Draft / Bankers cheque drawn in favour of HURL Payable at New Delhi. An irrevocable Bank Guarantee as per the HURL standard format from any Nationalized bank / Scheduled Bank as acceptable to HURL as per list enclosed. <p>Failure of the supplier to submit the above-mentioned Contract Performance Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p> <p>No interest shall be payable by the Employer to the Contractor against the Security Deposit furnished.</p> <p>Performance Security shall be returned after Certification of completion of work by EIC. However, the contractor will have to apply in writing, for refund of the same.</p>



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		<p>IMPORTANT: In case of PBG payment through RTGS/NEFT, bidder must mention “ PXXX-Bidder name” in transaction description while making the payment. “XXX” to be replaced with the last three digits of the tender reference number. (Example: Bidder Name: Pqrst Pvt. Ltd. , Tender No.: HURL/BR/CC/22-23/432 then the payment description to be mentioned as “P432-PqrstPvtLtd”)</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, lightning, land slide, fire or explosions, plague or epidemic, strikes of a whole National category of workers and concerted act of workmen or other industrial disturbances (lasting more than 7 consecutive calendar DAYS), lockouts (lasting more than 7 consecutive calendar DAYS), sabotage, blockade, war, riots, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, terrorist acts, insurrection or military or usurped power of confiscation or trade embargoes or destruction or requisition by order of any Government or any Public Authority or for reasons or cause beyond the reasonable control of the affected party provided notice of any such cause is given forthwith and in any event not later than one week (7) DAYS of the happening of the event by the party claiming the benefit of this Clause to the other specifying the matter constituting FORCE MAJEURE explaining to what extent contractual obligations will thereby be prevented or delayed and the further period for which it is estimated that such prevention or delay will continue. CONTRACTOR shall provide justificatory documents countersigned by the local Chamber of Commerce. Notwithstanding the forgoing, FORCE MAJEURE shall not include (a) weather conditions reasonably to be expected for the climate in the geographic area of the SITE including but not limited to the monsoon season, (b) the occurrence of any manpower or material shortages unless such a shortage is itself caused by an event of force majeure, or (c) any delay, default or failure (direct or indirect) in obtaining materials, or in any SUB-CONTRACTOR/VENDOR or worker performing any WORK or any other delay, default or failure (financial 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</p>



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		<p>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> <p>(a) Constitute a default or breach of the CONTRACT, Or</p> <p>(b) Give rise to any claim for damages or additional cost or expense occasioned thereby, if such delay or non-performance is caused by the occurrence of any event of FORCE MAJEURE. FORCE MAJEURE conditions are not payable under any circumstances.</p> <p>Force Majeure is no one's fault, therefore each party should bear its own cost and a provision to terminate the CONTRACT in case of Force Majeure extending beyond six (06) month is provided. Should OWNER wish the CONTRACTOR to continue further, both parties may sit together and mutually agree on the future course failing which Parties will have the right to terminate. Such termination shall not be considered as Termination for Owner's Convenience. However, outstanding invoices, payment for supplies made and payment to the work already performed will be paid by OWNER on such termination and shall be detailed at the time of CONTRACT finalisation. CONTRACTOR shall have the right to take action to mitigate the impact of the prolonged Force Majeure event in mutual consent with Owner. 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</p>



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		<p>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> <p>(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</p> <p>(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.</p>
38	Suspension	<p>The Contractor shall, on receipt of the order in writing of the Engineer-in-Charge, suspend the progress of the Works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary for any of the following reasons:</p> <p>(i) On account of any default on part of the Contractor; or</p> <p>(ii) for proper execution of the Works or part thereof for reasons other than the default on the part of the Contractor; 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</p>



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



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43	Cessation of Services	Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clauses 39 to 42, the Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.
44	Payment upon Termination	Upon termination of this Contract pursuant to GCC Clauses to 39 to 42, the Owner shall make the payments to the Contractor for Services satisfactorily performed prior to the effective date of termination.
45	Disputes about Events of Termination	<p>If either Party disputes whether an event specified in GCC Clause 39, 40 or 41 has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 46, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.</p> <p>In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC Clause 46.</p>
46	Settlement of Disputes	<p>of Adjudicator</p> <p>Managing Director (MD) of HURL shall be the Appointing Authority for Adjudicator. Adjudicator under the Contract shall be retired judge of Supreme Court/High Court of India.</p> <p>If any dispute of any kind whatsoever shall arise between the Owner and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the services—whether during the progress of the work or after their completion and whether before or after the termination, abandonment or breach of the Contract—the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.</p> <p>The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Owner or the Contractor within fifty-six (56) days of such reference, the decision shall become final and binding upon the Owner and the Contractor. Any decision that has 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 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
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		<p>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>
49	Price Basis	<ol style="list-style-type: none"> 1. The services shall be carried out at HURL Barauni as required by EIC. 2. The contractor shall ensure that the submitted quotation shall be in line with the latest statutory compliance. 3. To & Fro, Fooding, Boarding, Lodging and Local conveyance is in the scope of contractor.

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)

BARAUNI UNIT

Barauni Urvarak Nagar, Begusarai

P.O: Barauni, Distt: Begusarai (Bihar), Pin: 851115

[Registered Office SCOPE Minar, Core 4, 9TH Floor, Laxmi Nagar District Center, Delhi-110092]



SECTION – IV

SPECIAL CONDITIONS OF CONTRACTS (SCC)

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

SCC Clause	Reference Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract or additional clauses
1	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 BOQ852.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/supply excluding GST.</p> <p>The GST shall be paid extra as per the provisions of Clause 6 (i.e., Taxes and Duties) of SCC.</p> <p>Note: Quantity mentioned in the SOR is non-splitable under the tender.</p>
3	<u>Bid Evaluation</u>	<p><u>Pre-Qualification Evaluation</u></p> <p>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.</p> <p>An affirmative determination of meeting the Pre- Qualification Criteria will be a prerequisite for further evaluation of Techno-Commercial bid. A negative determination will result in rejection of the Bidder's Techno-Commercial Bid in which event HURL will not open the Price Bid of the concerned bidder and his EMD shall be returned.</p> <p><u>Technical Bid Evaluation</u></p> <p>Bids shall be scrutinized on Techno-Commercial parameters based on the documents as mentioned in Annexures to ITB. Bidders are required to submit fully compliant bid. The bidders are required to furnish no deviation certificate in conformity to same. The bidder who has not submitted / furnished such certificate, their price bid shall not be opened. The PRICE BID shall be opened only of those bidders whose bid would have been considered techno-commercially accepted. Conditional bid will not be accepted.</p> <p><u>Price Bid Evaluation</u></p>

		<p>Price bid(s) of the bidder(s) shall be evaluated on the basis of Percentage basis of bidder's quote for all the items as quoted by bidder in SOR excluding GST amount.</p> <p>The lowest evaluated price of the technically qualified bidder shall be considered for initiating of Reverse Auction (RA) Process and the Lowest Received Price of the bidder after the completion of Reverse auction shall be considered for award.</p> <p>Reverse Auction (RA) Process shall be conducted on the total quantity of BOQ.</p> <p>The financial comparison for selection of Lowest (L-1) Bidder after reverse auction shall be done based on the total derived price of all the items mentioned in BOQ/SOR. The aggregate amount will be worked out as total derived price of all items of BOQ, shall be considered for evaluation and award.</p> <p>The successful bidder needs to submit the revised BoQ in line with price quoted by him in reverse auction. The ratio of percentage decrease in cost of each component shall be same as the overall percentage reduction in the bid value originally quoted by successful bidder and final L1 value quoted by successful bidder after reverse auction.</p> <p>The detailed Break-up of offered cost, provided by the successful bidder shall be considered and order, if placed, shall be with the same break-up of prices. The successful bidder after reverse auction will be responsible to ensure that the rate as per the breakup of prices provided by him after the reverse auction and total value offered by him in the reverse auction are in same proportion. The successful bidder will not be allowed to increase the rate of any component while submitting the breakup. While giving the break up, the successful bidder will have to consider same rate of taxes as quoted while submitting the commercial bid. In case the successful bidder(s) fail(s) to submit the final BoQ within 3 days or the break up given by bidder does not match with total offered price, the HURL will be at liberty to place order by proportionately reducing the component rates on basis of the breakup of the e-auction bid submitted by the successful bidder along with the initial offer and the same will be binding on the successful bidder.</p> <p>However, if Reverse Auction does not lead to any bid, HURL shall reserve the right to award the job based on the lowest prices quoted in online commercial bid.</p> <p>HURL Reserves the right to cancel the reverse auction as per the requirement. 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>HURL will award the Contract to the successful Bidder whose Technical and Commercial bid has been determined to be substantially responsive and Price Bid to be the lowest evaluated Bid.</p> <p>HURL reserves the right to negotiate with the L1 Bidder after the opening of the price bid. The L1 bidder must respond to the communication within stipulated time. Failure to respond will be considered a deliberate delay in the tendering process or a lack of interest in the tender. As a result, the L1 bid will be deemed invalid, potentially resulting in your exclusion from future tender opportunities.</p>

		If intentional non-responsiveness is determined, HURL reserves the right to blacklist the bidder.
5	Contract Price	<p>Price to be quoted shall be firm and subject to no escalation whatsoever during the contractual completion period including extended period, if any, except for any statutory variations i.e. change in the rate of tax & duty and/or inclusion of any new tax & duty. Bid with variable price will not be accepted.</p> <ol style="list-style-type: none"> 1. Material shall be delivered at HURL, Barauni plant site. 2. FOR – HURL Barauni 3. Packing, Forwarding, Freight & insurance is in the scope of supplier. 4. For installation / ARC / AMC services, the services shall be carried out at HURL Barauni plant site as required by EIC. To & Fro, Fooding, Boarding, Lodging and Local conveyance is in the scope of contractor.
6	Taxes and Duties	<p>The Bidder shall include all the taxes, duties/ levies etc (except GST) in their quoted rates / prices. GST charges shall be paid extra at actual by the owner limited to the GST charges indicated by the bidder in the summary of SOR. Statutory variation in taxes and duties including imposition of any new tax & duty, within the scheduled Completion period, as per Contract/Work order, shall be paid by contractor.</p> <p>The Contractor has to submit / furnish all necessary documents / information to enable claim the input credit benefit, if any, under GST rules.</p> <p>The contractor shall indemnify the Company against levy of any taxes/charges etc., imposed by the Govt. or any authority which are in existence at the time of submission of tender and also future statutory levies and the Contractor failed to deposit the same. The Company shall have the right to recover the total amount of tax so assessed including litigation expenses from contractor's bills / security deposit.</p> <p>GST payment applicable at the time of awarding the contract shall be subject to any change in GST law in future.</p> <p>The GST part of the bill shall be paid only after confirmation of payment from the successful awarded bidder or after confirmation of the corresponding return filed by the contractor from the GST portal. The GST part of the bill shall be withheld till such confirmation.</p> <p>GST Registration Number of HURL Barauni is 10AADCH9368N1Z7 Please mention GST Number & PO number in Invoice / Challan wherever applicable and HURL shall not be liable for any delay in payment if the same is not mentioned.</p>
7	Payment Terms & Documents required for Payment	<ol style="list-style-type: none"> 1. The Owner shall pay to the Contractor all the admissible payments on monthly basis for actual operated quantity within thirty (30) days of certification of the Engineer-in-Charge of the amount payable for the services. 2. The bidder must deposit a Performance Bank Guarantee (PBG) amounting to 5% of the contract value in advance, as per GCC clause 34. 3. Tax deduction at source Income tax, as applicable as per income tax act, shall be deducted at source from the Contractor's bills and a certificate towards this deduction shall be issued to the Contractor. 4. Price Basis: Shall be firm till the completion of the contract for ARC.

		<p>5. For manpower contract any increasing or decreasing in statutory minimum wage as notified by the Government with respect to minimum wage shall be reimbursed to or deducted from the contractors bills from date of said increase or decrease effected by the Govt. in respect of each worker engaged by the contractor during pendency of the contractor. Also, consequential effect of increase/decrease, minimum wages toward PF (Limited to Employer's contribution only), bonus, ESI shall also be reimbursed to the contractor or deducted from the contractor's bill as case may be subject to the production of the relevant proof. Mode of reimbursement of such differential wage will be as follows: "All difference in wage shall be reimbursed on actual labour deployment basis after completion of 12 months of contract period or final bill whichever is earlier on the written request of the contract with requisite statement and proof of documents for claim". However, the owner shall not reimburse any increase in amount thereof towards income tax and sale/trade at, any other applicable taxes etc. these liabilities are to be borne by the contractor only.</p> <p>6. There shall be no service charges / profit component payable to the contractor on account of differential amount reimbursed to the contractor towards increase in the minimum wages.</p> <p>7. TDS shall be deducted as per the statutory norms.</p> <p>8. HURL's total sales turnover has exceeded Rs. 10 crores during the FY 2023-24. Consequently, we now qualify as a buyer under section 194Q of the Income Tax Act, and it is mandatory for us to deduct tax at a rate of 0.1% on the purchase of any goods with a value exceeding fifty lacs in the financial year or the aggregate of such value. All suppliers or contractors to discontinue the collection of tax (TCS) on all sales invoices. HURL will deduct tax at a rate of 0.1% TDS under section 194Q of the Income Tax Act.</p> <p>9. LD : If the Contractor fails to mobilize the services within the stipulated time or fails to deliver the scheduled material by the scheduled delivery date, the Contractor shall be liable for liquidated damages. This liability shall not prejudice any other rights or remedies of the Employer arising from the Contract due to 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 subject to a maximum of 5% of the Contract Value. In case of amendment in the contract value, the limiting value of the Liquidated damages shall be 5% of the amended Contract Value. The amount of Compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Owner.</p>
8	Defect Liability Period	Post Motor maintenance date, if any defect arises within 3 months, then same shall be rectified by bidder under defect liability period i.e. 3 months. This is applicable up to 3 months post contract completion period.
9	Governing Laws GCC CLAUSE 6	As per GCC.
10	Effective Date GCC CLAUSE 14 & 15	From the date of handover of site.

11	Commencement of supply GCC CLAUSE 16	From the date of handover of site.
12	Insurance to be taken out by the Contractor GCC CLAUSE 25	<p>The contractor must provide insurance coverage for all their workers for death or bodily injury or occupational disease that may arise out of or in the course of employment, in accordance with statutory requirements and wherever applicable. The necessary insurance(s) to cover the risk of accidents resulting in the loss of life, material, etc., to the crew or third party, must also be arranged by the contractor at their cost. All contractor equipment is solely at the contractor's risk.</p> <p>The contractor must insure all their personnel employed for the execution of the work against any personal injury that may result from the execution of the work, and provide satisfactory evidence to the owner/consultant that such insurance is in force, wherever applicable.</p> <p>The contractor must take out a workers' compensation policy and an ESIC policy for the deputed manpower, and the charges are deemed to be included in the quoted price wherever applicable or as per statutory compliance. Any additional insurance required during the execution of the work is the responsibility of the contractor.</p> <p>The contractor must arrange transit insurance coverage for all risks associated with the transportation of materials from the source to the destination. Any additional insurance required during the execution of the work, such as for the supply of materials, is also the responsibility of the contractor, and the insurance charges are deemed to be included in the quoted price.</p> <p>When installation services are needed, the contractor must obtain all necessary insurance for their manpower/field service engineers and comply with all statutory requirements. HURL will not be liable for the contractor's insurance. The contractor must properly cover and protect any part of the work that may be susceptible to damage due to exposure to weather, and take every reasonable precaution against accidents or injury to the work from any cause. All contractor equipment will be at the sole risk of the contractor. Insurance coverage for the manpower entering the plant premises for the delivery of the item is the responsibility of the contractor.</p>
13	Contractor's Actions Requiring Owner's Prior Approval GCC CLAUSE 26	<i>As per GCC</i>
14	Contract Period	The contract duration is for 02(Two year) from the date of site handover, with an option to extend for an additional 01 year based on satisfactory performance, at the same rate, terms, and conditions, subject to mutual consent.
15	Signing of Contract Agreement	The successful tenderer / bidder shall be required to execute a contract agreement on non-judicial stamp paper of Rs.1000 in the prescribed proforma (enclosed as Annexure-11 to Section VI i.e., Forms and Procedures) with the

		<p>Company within 30 (thirty) 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>
16	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 thirty (30) days of the receipt thereof within the said period, the other party shall be entitled to treat it as a breach of Contract and notice to that effect shall be given forth with.</p>
17		<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>
18		<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>
19		<p>For proper execution of work sufficient numbers of tools & tackles are to be provided by the agency at their own cost, nothing shall be paid extra for this. The contractor shall abide by all statutory rules and regulations of Local authority, State and Central Govt. as the case may be with regard to statutory benefits and non-statutory benefits prevailing at HURL-Barauni as applicable, at his own cost and hence the agency has to quote their rate accordingly by taking care of all these. HURL reserve the right to terminate the contract at any time during the contract period in case performance is not found satisfactory and work not carried as per instruction of Officer-in-charge.</p>
20		<p>The Bid Specific conditions of contract mentioned In Section V shall supplement the Special Conditions of Contract (SCC) wherever applicable.</p>
21		<p>General Note: Wherever applicable,</p> <ol style="list-style-type: none"> 1. The bidder must ensure that the transporter carries the necessary documents, including the driving license, RC book, PUC certificate, and insurance copy, during the delivery of materials along with the invoice. 2. The bidder must mention the Purchase order number on the consignment / Product package with the name of the concerned technical department and stores department mentioned in the Section -1 of tender / NIT / RFQ.

	<p>3. The bidder must share the dispatch details in advance with HURL C&M - Purchase, C&M- Stores and the indenting department as per the communication details mentioned in section 1 of the tender documents.</p> <p>4. The bidder must mention the HURL Purchase Order number and material code in the invoice/Delivery challan against each line item.</p> <p>5. The bidder must provide the transporter with the contact details of HURL store personnel / EIC for ease of communication as mentioned in the Section -1 of tender / NIT / RFQ.</p> <p>6. Wherever applicable, the bidder must submit Security deposit and Contract agreement copy within stipulated time as mentioned in tender documents. The formats of the same are mentioned in the FORMS or in the Last section of the tender document as annexures.</p> <p>Any delays caused by non-compliance with the above instructions may result in delayed payment, and HURL shall not be responsible for such instances.</p> <p># Note: HURL's total sales turnover has exceeded Rs. 10 crores during the FY 2023-24. Consequently, we now qualify as a buyer under section 194Q of the Income Tax Act, and it is mandatory for us to deduct tax at a rate of 0.1% on the purchase of any goods with a value exceeding fifty lacs in the financial year or the aggregate of such value. Therefore, we kindly request all our suppliers or contractors to discontinue the collection of tax (TCS) on all sales invoices. HURL will deduct tax at a rate of 0.1% TDS under section 194Q of the Income Tax Act.</p>
22	<p>MSE Seeking Exemption:</p> <ol style="list-style-type: none"> 1. MSEs seeking exemption and benefits should enclose an attested/self-certified copy of registration certificate i.e Udyog Aadhaar Memorandum, certificate of incorporation, manufacturing license with production details (production capacity etc.) as a part of his bid, giving details such as stores/services, validity (if applicable) etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs. 2. The benefit as above to MSEs shall be available only for Goods/Services produced & provided by MSEs. 3. Further, in case of tenders where splitting of quantity is possible, participating MSEs quoting price within price band of L1 + 15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 percent of total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity). However, in case of tenders where splitting of quantity is not possible, participating MSEs quoting price within price band of L1 + 15 percent shall be allowed to execute the package by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise. The award shall be made as follows: <ol style="list-style-type: none"> 3.1. Award shall be given to L1 bidder if L1 bidder is an MSE. 3.2. In case L1 bidder is not an MSE, then all the MSE vendor(s) who have quoted within the range of L1 + 15%, shall be given the opportunity in order of their ranking (starting with the lowest quoted MSE bidder and so on) to bring down its price to match with L1 bidder. Award shall be placed on the MSE vendor who matches the price quoted by L1 bidder. 3.3. If no MSE vendor who has quoted within range of L1 + 15% accepts the price of L1 bidder then the award shall be made to the L1 bidder. 4. Note: Generally, in tenders having Item-wise evaluation, splitting is allowed unless otherwise specified in the Special Conditions of Contract (SCC). Further, in tenders having Package wise evaluation generally splitting is not allowed. Please refer Special Conditions of Contract for specific tender provisions.

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| <ol style="list-style-type: none">5. If the quoted products are registered under supplier category in any government site / portal then such material shall not be considered under MSE category. As per answer to FAQ no. 18 circulated vide Office Memorandum F. No. 22(1)/2012-M A dt. 24.10.2016 "Policy is meant for procurement of goods produced and services rendered by MSEs. However, traders are excluded from the purview of benefits and exemption of MSEs.6. In case, Bidder is not a manufacturer of all such items which are a pre-requisite for extending MSE benefits of purchase preference, but is a manufacturer of atleast one of the items(s) of the package, then benefits of EMD and Tender fee exemption only shall be extended in such cases and its bid shall be evaluated treated as Non-MSE bid.7. In support of above claim regarding manufacturing of each of the specified Item(s), Bidder will furnish necessary details of Stores/ Category of items etc. as mentioned in the 'Udyam Registration Certificate' along with the above Undertaking. In case, such details are not available in the Registration Certificate furnished by the Bidder for any of the above item(s), other relevant details / documentary evidence will be furnished along with the Undertaking in support of the claim that such item(s) are manufactured by the Bidder. |
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SECTION – V

(SOR, TECHNICAL SPECIFICATIONS

SCOPE OF WORK AND OTHER TERMS & CONDITIONS)

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



ANNEXURE – I

SCOPE OF WORK (SOW)

SCOPE OF WORK:

1. Scope of work of motor maintenance (AC & DC both) includes:

A. Maintenance of HT Motors

B. Maintenance of LT Motors

Preventive, Breakdown maintenance and overhauling of electric motors of plant shall be executed as per detailed scope of work given below:

A : Maintenance of HT Motors :

A.1 : Preventive maintenance of HT motors :

- Clean motor body & cooling tubes.
- Check cable Termination and Tightness at motor end.
- Cleaning of the cooling fans, if required the fan cover of the motor is to be removed for the maintenance purpose.
- Wherever applicable the motor cooling tubes are to be cleaned by Nylon brushes, compressed air, diesel or other cleaning agents to completely remove dust, dirt, oil, grease etc. from cooler tubes and motor body.
- Cleaning of the rotor earthing brushes wherever applicable.
- The motor terminal box is to be opened for inspection of the power cable connection and Engineer-in-charge or his representative to be reported for any abnormalities.
- Check CT connections for proper tightness at motor end (if applicable).
- Check LCS & local push botton (clean & tight it).
- Check CT & space heater cable connection for tightness.
- Take IR value of motor with respect to earth.
- Take winding resistance and winding inductance value of motor.
- Checking of the healthiness of the space heater. IR and resistance value of space heater to be recorded in logbook. Rectification of defective heaters to be carried out by vendor as per instruction of EIC.
- Check proper earthing of motor (double earthing) if not, to be provided.
- Sealing of the cable entry with silicon sealant and aluminium tape to avoid moisture and dust entry.
- Terminal box of the motor to be covered with polythene sheet (its quality approved by HURL).Polythene sheets to be provided by Contractor.
- Sealing of extra gland holes at motor side.
- Greasing of motor.
- Any type of defects i.e., checking of motor terminal bushing insulators, spares replacement etc., to be attended.
- Spares shifting from store to site, if required to be done.
- Housekeeping to be carried out after maintenance.
- Waste generated during maintenance should be disposed as per waste disposal procedures of HURL.
- Cleaning and replacement of power terminal block in motor TB when ever required.
- Check welding joint of cooling fan motor casing , if crack observed in welding joints then cooling fan shall be replaced by spare cooling fan

A.2 : Breakdown Maintenance of HT motors :

- Removal of the coupling from the motor shaft as per requirement.
- Removal of the end covers of the motor, cooling fan, grease pipes, rotor shaft earthing brushes, required for dismantling of the Motor.
- Power Cable, space heater cable, CT secondary cable disconnection, RTD/BTD removal/disconnection and removal of earthing from the motor.
- Thread out of the rotor as per requirement.
- Bearing inspection of the Motor.
- Measurement of bearing and housing clearances on both DE/NDE side and replacement of bearings/bearing housing as required.
- Greasing of the bearings after cleaning of the bearings. Checking the greasing path.
- Necessary cleaning and air blowing of the stator and rotor.
- Cleaning and checking the rotor and rotor bars for any damages.
- Repairing of motor for any fault in Power JB, IJB, Power terminal lugs, and replacement of power lugs if required.
- Replacement of Power terminal blocks if found faulty.
- Replacement of insulators in motor power JB.
- Cleaning the motor cooling ducts/pipes wherever applicable.
- To assist during various testing of HT motor such as tan-delta, PI, capacitance etc. as required.
- Heating of motor stator with suitable DC source and Varnishing of the stator and rotor as required after establishment of PI value.
- Re-assembly of the Motor, Electrical testing and taking trial run.
- In case of motors > 2MW (BFW/ Semilean /HP ammonia motors) , bearings shall be reinstalled after cleaning, DP test and filling of fresh oil in the bearing housing.
- Cleaning & checking IR Values of bearing pedestal.
- Blue matching, clearance checking and adjustment shall be done if bearings are replaced by new one. In case alignment is disturbed, re-alignment and air gap setting shall be done by the vendor.
- Air gap reference values shall be taken (Before removal of bearing bottom shell in case of sleeve/journal bearings).
- Cleaning of the stator body (i.e. surface of the motor). Painting of the motor body to be done as per instruction of the engineer-in-charge or his representative.
- Replacement of CT for HT motors (if required and after approval from HURL EIC) : Removal of cover for CT terminal box, checking of CT, dismantling of CT from CT box, shifting of CT from Stores to the location ,installation of CT into the motor, testing of CT, termination of secondary winding of CT, Stability test, final box-up of CT JB box.
- All other works, which may be required for greasing of the HT/LT motors but not mentioned in the scope of work above, shall be in the scope of the contractor.

A.3 : Shifting and Reinstallation of HT motors :

- Base bolt removal of motor.
- Removal of all earthing flats from motor.
- Shifting of all scrap material to scrap yard to maintain proper housekeeping in work area.
- Removal of the motor covering sheet/Rain Hoods/Handrails required for shifting of the

motor. (Gas cutting if required for the job has to be arranged by vendor.) Safety Tags / Ribbons shall be provided after dismantling hand rails.

- Power Cable, space heater cable, CT secondary cable disconnection, RTD/BTD removal/disconnection and removal of earthing from the motor.
- Disconnection of the lubricating oil pipes after proper isolation and blanking of the same. In case of oil lubricated motors, all required parts and accessories are to be removed and oil from bearings is to be drained.
- Checking for all the coupling clearances for both sides and taking alignment reading for reference. Air gap measurement to be taken for reference.
- Removal of the foundation bolts and shifting of the motor from site to a workshop/store for overhaul. (Hydra and crane facility shall be provided by HURL for shifting of motor from all areas like main plant and off site as per availability.) In case of non-availability of Hoists/hydra/crane, the contractor shall have to carry out the job with the alternate arrangements as per site requirement & as instructed by EIC for timely completion of the job without any extra cost implication on HURL.
- Transportation of the motor from workshop/store to the foundation shall be in vendor's scope.
- Arrangement of Truck/trailer etc. necessary for shifting of motors from site to workshop/maintenance bay/store and back to site after maintenance and any other shifting inside plant premises required for job as per EIC instructions shall be in the scope of vendor.
- Removal of coupling from the motor and refixing of coupling after checking. Bearing puller with heating arrangement shall be arranged by vendor.
- Cleaning of the foundation base plate and shifting of the motor back to the foundation after necessary work including blue matching with master plate and providing necessary shims etc. as required for proper erection of motor. (Master plate to be arranged by vendor).
- Base bolt tightness to be ensured.
- In case of sleeve/journal bearings, bearings are to be reinstalled after cleaning of pedestal and measurement of IR value and then fresh oil to be put in the bearing. Air gap readjustment between the Stator & Rotor, blue matching of bearings with shaft and pedestal to be done in case of new bearings replacement done in these motors.
- Necessary alignment of the motor with respect to the fan/pump/compressor with full tightening of foundation bolts to be done before trial run and alignment readings to be taken in presence of HURL representative and approved by HURL. Re-alignment if necessary to be done by vendor as per requirement without any extra cost.
- Connection of earthing flat.
- Restoration of hand railing etc.
- Stability test shall be done. If any rectification required in CT wiring will be done by vendor in presence of HURL engineer.
- Termination of the Power cable, space heater cable connection, Earthing connection to the motor & CT secondary cables termination, where ever applicable.
- During replacement of any HT motor, the coupling may also be required to be replaced and the same has to be taken up without any extra cost to HURL. The coupling will be supplied by HURL.
- Fixing the rain hood/top cover of the motor shall be in vendor's scope.
- The contractor should assist during electrical testing of motors.
- Satisfactory de-coupled trial run for HT motors to be taken after measurement of IR value.
- Coupled trial run to be taken after coupling with driven machine and rectification of defects if any.
- Greasing of the motor during trial run.
- All the jobs, which are not mentioned above but required for shifting and reinstallation of the motor, shall be in the scope of the contractor.

A.4 : Overhauling of HT motors :

- Overhauling of HT motors includes disconnection of power and control cables, lifting, shifting and dismantling of motor at site or maintenance bay and complete overhauling as given below.
- Vendor shall submit HT Motor overhauling checklist to HURL for approval, after commencement of PO.
- The checkered plate/Shed above the motor is to be removed for the purpose of lifting of the motor. Minor gas cutting may be required for removing tack welding etc. cutting of scaffoldings railings etc as required. The same is to be restored after work.
- The motor to be pulled from foundation with suitable arrangement and then lifted with hoist/hydra/crane whichever applicable and available at site. In no case motor base should be damaged during pulling.
- Lifting of motor with the help of chain pulley block/hoist/hydra/crane (as available) and shifting it to servicing location as per EIC.
- Removal of coupling half.
- Marking of magnetic centre, if required.
- Disconnection of water/oil lines.
- Disconnection of space heater and power cables, speed switch cables, neutral CT cables and BTD/RTD connection (if required) after obtaining proper PTW from EIC.
- Dismantling and lifting of coolers (water or air).
- Lifting of stator along with rotor and shifting it to servicing location as per EIC. All dowel pins must be marked for their positions and carefully preserved.
- Rotor threading out after dismantling of end seals.
- Cleaning of stator and rotor by compressed air, markin cloth, petrol and inspection of stator coil, slot wedges, spacers etc. for any looseness and repair assistance for the same if required.
- Inspection & cleaning of rotor.
- Drying out of stator and rotor till satisfactory PI value is achieved. Varnishing of stator and rotor.
- Measurement of "Tan delta", "IR" & "winding resistance" will be done and party has to provide assistance for such testing without any extra cost to HURL.
- Rotor threading in.
- Assembling and boxing up of motor after replacement of all damaged gaskets.
- Placement of complete motor on the foundation after ensuring original dowell pin positions.
- Assembly of air cooler on the top of the stator. Pedestal insulation checking and rectification, if required
- For overhauling of HT motor, inspection of stator winding insulation, looseness of wedges, presence of any foreign material, cleaning of stator & space heaters, IR values / PI value checking till satisfactory value before and after varnishing to be done.
- Contractor has to provide assistance for measuring tan delta and capacitance values.
- Varnishing to be done only after attaining satisfactory PI value. The varnish should be of Dr.Bech make red Gel coat.
- Drying out of rotor after thorough cleaning, inspection of conductor brazing joints, varnishing of rotor with Dr. Bech make red Gel coat varnish.
- Replacement of motor DE side coupling (if required) to be done without extra cost; coupling

- will be supplied by HURL.
- IR value improvement by heating of motor.
 - Removal & fixing of bearing temperature detectors & RTDs to be carried out, where ever the provision is existing for replacement of defective ones while new BTM/RTD will be supplied by HURL.
 - After placement of motor on foundation at site , measurement of bearing pedestal insulation, winding resistance and final IR values to be taken. If DOR after cable connection found reverse the same has to be corrected as per direction of EIC.
 - After overhauling assembling of all components, shifting of motor to foundation, cable connections, decoupled trial operation for DOR checking, vibration measurement and magnetic center marking.
 - All quality checking and testing to be done in presence of HURL representative. Contractor has to provide assistance to carry out the testing. All test values and measurements are to be recorded in prescribed format as per direction of EIC and the same is to be submitted to EIC after completion of overhauling of HT motors.
 - The Quality checks normally includes checking of bearing clearances & DP test, winding resistance & PI value measurements, tan delta & capacitance measurements, checking of air gap & wedge tightness, overhang binding healthiness etc.
 - Assembling of both DE and NDE bearings. Repair / replacement of bearing, if required. Checking and blue matching is also to be done without any extra cost. Bearing will be supplied by HURL free of cost whenever required. Transportation of new/repaired bearing from HURL store shall be in contractor's scope without extra cost to HURL.
 - Defective bearing is to be transported back to HURL store and packing of defective bearing as per direction of EIC without extra cost. Packing wood will be supplied by HURL and the same is to be transported without extra cost to HURL.
 - Restoration of power, space heater cables ,CT cables, RTD/BTD connections which ever were disconnected as per original scheme. Restoration of earthing system.
 - After box up , trial run to be arranged and carried out for checking any abnormality.
 - Any other item not specifically mentioned above but required for OH are in the scope of the contractor.
 - After completion of any HT motor overhauling job, the motor is to be painted with one coat of primer and two coats of synthetic enamel paint of reputed make like Asian paint, Berger Paint etc., conforming to IS 5 Shade no.-631 or as per EIC direction. End-shields, fan-cover, cooling-fan etc are also to be painted after dismantling and cleaning.
 - In addition to the above, following points need to be carried out during overhauling of HT motors :

A) Oil lubricated motors

- Dismantling of both DE and NDE bearing top and bottom after suitable jacking.
- Measurement and record of side, top and axial clearance of both end bearings before dismantling of bearing. Measurement and record of oil and air seal clearances, air gap of motor, pedestal insulation of both ends before dismantling.
- Measurement of top, side & axial oil clearances of both DE and NDE bearings during assembly of bearings and necessary rectification, if required.
- Measurement and record of oil and air seal clearances, air gap of motors of both end after assembly of motor and rectification, if required.
- DP test of sleeve bearings in presence of HURL representative to be done. Polishing of bearing and blue matching with seating surfaces to be carried out as per condition. DP test kit is in the scope of the party. All T&P and manpower required for DP test is in the scope of

contractor.

- Oil flushing of DE and NDE bearings.
- Marking of magnetic center.
- Oil line charging wherever required to ensure no leakage.
- Measurement of IR/PI & winding resistance and record in format prescribed by EIC.
- No load trial run of motor for DOR & vibration checking.
- Load trial run of motor to observe any defect caused by wrong assembly and rectification of the same without any extra cost.
- Any other item not specifically mentioned above but required for OH are in the scope of the contractor.

B) Motor with antifriction bearings.

- Cleaning & inspection of old bearing. In case, bearings found defective the same are to be replaced with new bearings, which will be supplied by HURL free of cost.
- Measurements of radial internal clearances for anti-friction bearings, measurements of oil-seal and air gap clearances before and after mounting, measurement and recording of shaft/housing diameter to be done.
- Inspection of rotor bars and cooling fans after thorough cleaning. minor repair (if any) is also included in the scope.
- Any other job related to the overhauling of the subject motors which is not specifically mentioned but required for successful running are included in the contractor's scope of work.
- The above OH work of motors is inclusive of transportation, replacement and associated assembling, dismantling and other related job.

A.5 : Re-Lubrication of HT motors :

- Cleaning of grease nipples.
- Greasing as per approved schedule provided by HURL EIC.
- Monitoring of motor bearing temperatures after greasing.
- Cooling arrangement of bearing if required after greasing.
- The contractor has to arrange proper grease gun and nozzle for greasing of the motor.
- Before greasing the required area should be properly cleaned to avoid ingress of any foreign materials.
- After greasing the greasing holes to be properly sealed by grease cap
- The quantity and type of grease to be used shall be as per the direction of the engineer-in-charge or his representative.
- All other works, which may be required for greasing of the HT/LT motors but not mentioned in the scope of work above, shall be in the scope of the contractor.

A.6 : Terminal Box checking of HT Motors :

- During any force outage/ planned outage motor terminal checking to be done as per instruction of area engineer.
- If any heating or abnormality is observed, it is to be attended immediately. Since such jobs are critical in nature, immediate action to be taken even in odd hours after getting

information. Before start of work, isolation of any motor shall be confirmed by the contractor.

A.7 : Inspection & Replacement of Bearing of HT Motors :

- Obtain PTW from HURL Engineer & confirm isolation.
- Dismantling of motor to facilitate bearings / bearing housings inspection and replacement for DE or NDE side as instructed by Engineer in-charge.
- Inspection of bearings (Friction / Antifriction bearings/sleeve/journal).
- Removal of damaged bearings and replacement of the same, if required.
- In case of journal bearings blue matching, measuring housing to bearing clearance / interference as per permissible values.
- In case of pedestal mounted journal bearings checking air gap setting between stator and rotor and adjustment.
- Draining of lube oil for facilitating inspection / replacement and filling back / top up of lube oil after box up.
- Grease to be applied/filled sufficiently after proper cleaning.
- Assembly of motor and making ready for no load trial run.
- Remove all tools & debris, cleaning of work area & return PTW to Engineer.
- Since the bearing inspection/replacement work generally falls under breakdown, work has to be taken up in continuous mode and all necessary resources shall be deployed by the vendor to complete work as soon as possible.

A.8 : HV cable jointing :

- HV cable jointing or termination of all sizes and types of HV power cables.
- Obtain PTW from HURL engineer & confirm isolation.
- HV End termination Kit shall be provided by HURL.
- For end terminations a cut out of proper size shall be made in the gland plate for cable gland, if required.
- The cable shall be pulled up to the equipment through GI conduit or by providing suitable saddles and clamps so as to give proper support to the cables. The cable supports shall be provided in a neat and aesthetic way.
- The cables shall be terminated using end termination kits with proper glanding, lugging etc.
- Cables shall be provided with suitable phase markers and shall be neatly segregated and dressed inside the terminal box.
- Assistance shall be provided to carry out HV test of the end termination. The testing kit for the same shall be provided by HURL.
- For straight through joints cables shall be pulled to make sufficient length available for jointing. If extra cable is required to be laid for jointing, extra length/loop shall be provided as per decision of EIC.
- If the termination fails during test and it is established that it has failed because of faulty workmanship, and then all further works to complete the job shall be done by the contractor free of cost double the cost of material used for this shall be recovered from the contractor. Decision of EIC in this regard shall be final and binding on the contractor.
- Any other job that is necessary for cable termination is under the scope of contractor as per the instruction of EIC.

- It would be best to follow strictly the instructions for jointing furnished by the manufacturer/suppliers of cable and joint boxes.
- Cable jointing or termination of (i)Single core cable shall be treated as single quantity and (ii)Three core cable shall be treated as two numbers quantity.

B : Maintenance of LT Motors :

B.1 : Preventive maintenance of LT motors :

- Obtain PTW from HURL Engineer & confirm isolation.
- Clean motor body.
- Checking of earth strip connection.
- Check cable Termination and Tightness at motor end.
- Check local push button (clean & tight it).
- Take IR/PI value of motor with respect to earth.
- Check the winding resistance, inductance & capacitance of motor.
- Check resistance of motor space heater.
- In case of DC motors, check healthiness of carbon brush if not replace it , clean commutator, take IR value of motor (Armature & field) with respect to earth, take WR value of motor (Armature & field).
- Checking of fan , fan cover , and covers and rectification of any defects .
- Check proper earthing of motor (double earthing) If not, to be provided.
- Sealing of un-used gland holes at motor side.
- Any type of defects i.e., checking motor TBs, bearings, spares replacement etc to be attended.
- Spares shifting from store to site, if required to be done.
- Housekeeping to be carried out after maintenance.
- Waste generated during maintenance should be disposed as per waste disposal procedures of HURL.
- Cleaning and replacement of power terminal block in motor TB whenever required.
- Sealing of Motor PJB/TB and LCS cable entries to be done by using silicon sealant, aluminium tape, plastic and packing tape.
- Greasing of motor to be done (if required).
- Remove all debris.

B.2 : Breakdown maintenance of LT motors :

- Obtain PTW from HURL Engineer & confirm isolation
- Removal of cables, earth strip, coupling etc. as required.
- Removal of Cooling Fan, Cooling Fan cover, End covers etc. as required.
- Cleaning of motor.
- Rectification of any defects in coupling, terminal box etc.
- Replacement of new motor if required as per instruction of Engineer.
- Heating & varnishing of stator/ rotor, if required.
- Box up of motor after curing of varnish.
- Cable and earth strip connections.
- Measurement of IR Value and winding resistance.
- LT motor dry out
- TB/Lead replacement or extension etc of LT motor.
- Return PTW for no load trial.

- Any defects observed after no load / load trial run is to be rectified by the contractor.
- Spares shifting from store to site, if required to be done.
- Housekeeping to be carried out after maintenance.
- Waste generated during maintenance should be disposed as per waste disposal procedures of HURL.

B.3 : Shifting and Re-installation of LT Motors :

- It covers replacement of LT motors due to any defect or due to requirement of mechanical maintenance.
- Checking for all the coupling clearances for both sides and taking alignment reading for reference
- Disconnection of cables, removal of damaged/old motor from foundation & shifting to inspection / maintenance/workshop area.
- Arrangement of vehicle/pickup van etc. necessary for shifting of motors from site to workshop/maintenance bay/store , back to site after maintenance and any other shifting inside plant premises required for job as per EIC instructions in the scope of vendor.
- The contractor shall have to carry out the job as instructed by EIC for timely completion of the job .
- Transportation of Healthy / New motor to foundation, inspection of electrical connection and bearings.
- Removal of coupling from the motor and refixing of coupling after checking. Bearing puller with heating arrangement shall be arranged by vendor.
- Cleaning of the foundation base plate and shifting of the motor back to the foundation after necessary work including Blue matching with master plate and providing necessary shims etc. as required for proper erection of motor. (Master plate to be arranged by vendor).
- Necessary alignment of the motor with respect to the fan/pump with full tightening of foundation bolts to be done before trial run and alignment readings to be taken in presence of HURL representative and approved by HURL. Re-alignment if necessary to be done by vendor as per requirement without any extra cost
- Making motor ready for no load trail run.
- Termination of the Power cable, space heater cable & connection of the Earthing to the motor
- Fixing the rain hood/top cover of the motor.
- The contractor should assist during electrical testing of motors.
- Satisfactory de-coupled trial run for LT motors to be taken after measurement of IR value.
- After alignment & coupling done by mechanical maintenance, assistance to be provided by contractor for taking the equipment into service.
- Coupled trial run to be taken after coupling with driven machine and rectification of defects if any.
- All the jobs, which are not mentioned above but required for shifting and reinstallation of the motor, shall be in the scope of the contractor.

B.4 : Overhauling of LT Motors :

- Obtain PTW from HURL Engineer & confirm isolation
- Preparation of necessary arrangements for removal of motor.
- Disconnection of cables connected to motor and earth strips.
- Removal of motor.
- Removal of coupling half and complete dismantle of motor, threading out the rotor.

- Shifting of motor to workshop or suitable place.
- Inspect bearings and replace if required.
- Cleaning of all the accessible parts using air, petrol, diesel, markin cloth, etc.
- Inspection of vital parts of motor like stator winding, rotor, bearings, end covers, grease cups, terminal board etc.
- Cleaning of stator & rotor winding.
- Replacement of gaskets seals originals etc. supplied by HURL free of cost.
- Replacement of damaged bearings and vital parts if required.
- Heating and varnishing of stator and rotor windings. Required varnish, hardener and thinner shall be provided by contractor.
- Motor body to be painted in original shade. Paint & thinner to be provided by contractor.
- Shifting of motor to its own place.
- Assembly of motor after taking clearance from HURL representative.
- Fixing of motor coupling half.
- Motor body to be painted in original shade. Paint & thinner to be provided by contractor.
- Making ready for no load trail run.
- Connection of Power cable, control cable & earthing.
- After alignment & coupling done by mechanical maintenance, assistance to be provided by contractor for taking the equipment into service.
- Housekeeping of the area, removal of all spill over oil / grease / cotton waste from location.

B.5 : Inspection & replacement of Bearings of LT Motors :

- Obtain PTW from HURL Engineer / Technician & confirm isolation.
- Dismantling of motor to facilitate bearings / bearing housings inspection and replacement for DE / NDE side as instructed by Engineer in-charge
- Inspection of bearings. Removal of damaged bearings and replacement of the same, if required.
- Assembly of motor and making ready for no load trial run.
- Remove all tools & debris, cleaning of work area & return PTW to Engineer / Supervisor.
- Proper care shall be taken by the working vendor at the time of Bearing fitting and removal to avoid any damage. All bearings and coupling shall be removed by suitable pullers.
- Bearing shall be fitted only by induction heating method using bearing induction heaters.

B.6 : Connection/Disconnection of LT Motors :

- Obtain the PTW and conform about proper isolation.
- Do the disconnection and connection of the motor as per requirement of mechanical maintenance.
- Return after checking of IR value.

B.7 : Re-Lubrication of LT motors :

- Obtain working PTW from HURL Engineer.
- Cleaning of grease nipples.
- Greasing as per approved schedule provided by HURL EIC.

- Monitoring of motor bearing temperatures after greasing.
- Cooling arrangement of bearing if required after greasing.
- The contractor has to arrange proper grease gun and nozzle for greasing of the motor.
- Before greasing the required area should be properly cleaned to avoid ingress of any foreign materials.
- After greasing the greasing holes to be properly sealed by grease cap
- The quantity and type of grease to be used shall be as per the direction of the engineer-in-charge or his representative.
- All other works, which may be required for greasing of the HT/LT motors but not mentioned in the scope of work above, shall be in the scope of the contractor.

B.8 : Miscellaneous Works(Like cutting etc.) :

- Obtain working PTW from HURL Engineer
 - As per site requirement suitable Manpower with working Tools and Welding Machine / Welding Rod / Gas Cutting Sets shall be in Contractor Scope.
 - If transportation of heavy material is required, hydra shall be provided by HURL free of charge.
 - If required – the fabrication Gang for these types of jobs shall comprise : One No. Skilled Fitter/ Welder/ Gas Cutter and One Helper (Unskilled).
2. Work should be started only after taking PTW and signing JSA(Job Safety Analysis) with Site Engineer/EIC .
 3. The supervisor of the contractor shall be responsible to take PTW from area engineer and check isolation before start of work. Clearance/Communication must be given to Site Engineer/EIC after completion of work and removal of Manpower and material.
 4. The supervisor shall be the representative of contractor and shall be held responsible for his manpower and equipment during the execution of job.
 5. Necessary cuttings of the barricades to lift & transport the motors for purpose of any maintenance are to be done by contractor and restoration of the same after maintenance will be in the scope of the contractor.
 6. HURL will supply bearing, grease, bearing oil, spare parts required for jobs. After bearing replacement the old bearings are to be returned to HURL store.
 7. All spares and bearings which will be supplied by HURL are to be transported from HURL store to the working site and contractor has to deploy workmen for such transportation of required spares without any extra cost to HURL.
 8. Supply of all consumables like petrol, diesel, DP test-kit, markin cloth, insulating tape, CRC, M-seal, polythene and tarpaulin sheet, nuts & bolts, gasket sheet, oxygen & DA gas for heating or cutting, waste cotton, varnish & thinner, hardener, welding electrodes, paint & primer, brush, silastic sealant will be in the scope of contractor. Hardner should be also DR. BECK make. Standard paints like Asian paints, Berger paints conforming to IS 5 Shade no.- 631 will be used. Detailed list of consumables is attached in Annexure – B.
 9. Arrangement of all sorts of T&Ps including bearing pullers, hydraulic jacks, slings, D-shackles, chain pulley blocks, grinder, portable drilling set, portable welding machine etc required for the job will be in the scope of contractor.

10. All special tools like Tan delta test-kit, HV test-kit (if required) will be provided by HURL. For carrying out hydro-test of cooler contractor has to arrange pressuring pump. DM water will be provided by HURL.
11. Contractor has to maintain special tools like 5kV megger, all necessary D-shackles & slings, filler gauges, micro-meter, master level indicator, gasket cutting set, hand-drill, portable reamer, portable grinder, hot blower, tong tester etc.
12. The service of EOT crane / electrical hoists or chain pulley block available permanently at site will be provided by HURL at free of cost. Electricity for drying out through lamp heating / electric heaters will be provided by HURL at free of cost.
13. Transportation of HT motors- For shifting of HT motors, contractor has to arrange truck without extra cost to HURL. However, Hydra/Crane will be provided by HURL at free of cost as per availability, where problem of access arises or required because of safety consideration and this will be at the discretion of EIC. In case of non-availability of HURL hydra/crane, vendor shall make his own arrangement for the maintenance job.
14. Abiding safety rules and norms is must. Contractor has to provide minimum safety gears to the workmen like safety shoe, safety helmet, safety nose-musk and ear plug, safety-belt for working at heights, safety goggles and hand gloves, ankle shoes for working in water logged area etc. before commencement of the contract and as per requirement without any extra cost to HURL.
15. Notwithstanding anything not mentioned herein in the detailed scope of work, the jobs shall be completed to the satisfaction of EIC or his representative. Any other work which needs to be done for the same shall fall under the scope of the contractor.
16. Contractor has to maintain a safety register as directed by EIC.
17. All manpower, supervision and management required to perform all the work specified.
18. Contractor has to provide equipment log sheets, daily/monthly reports, checklists and any other reports required by the Owner.
19. Removal of Shed cover if required during execution of job shall be in contractor scope.
20. Special T&P issue to the vendor shall be returned by vendor to HURL after completion of its work. And if found damaged, its cost will be deducted from its RA bill, suitable price shall be fixed by EIC.
21. Coordination and supervision of jobs shall be in contractor's scope of work. Contractor supervisor shall maintain diary of work done and has to produce to Engineer-in-charge or his representative as and when asked for.
22. Contractor's engineer/supervisor shall check in association with HURL area engineer that equipment to work is properly isolated and danger tag is displayed at supply feeder, and shall ensure that no person shall work on live equipment.
23. All the spares required for repair/replacement or new installation will be supplied by HURL, however shifting of the same from Central/Silo store to site will be contractor's responsibility.
24. Maintenance of LCS of motors shall be done along with the respective motor PM/OH and it shall be in vendor scope.
25. Before taking over any material/equipment from stores or site stores, it will be the responsibility of Contractor to check for the healthiness of material/equipment. Once material has been issued to Service provider, its upkeep till the handing over shall be the responsibility of contractor.
26. Wherever supply of material is in the scope of Contractor, the same shall have to be approved from Engineer-in-charge before its installation.

27. Bearing replacement of any one end of Motor (DE or NDE) shall be treated as Single quantity.
28. Distribution of all kinds of safety pamphlets/notices of safety promotional activities, trainings and awareness sessions for its own manpower in HURL Barauni plant will be in the scope of contractor.
29. All standards, specifications and code of practice referred shall be the latest editions including all applicable official amendments and revisions as on date of opening of bid.

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



ANNEXURE – II

OTHER CONDITIONS OF CONTRACTS

OTHER CONDITIONS OF CONTRACT:

1. **Quoted rate:** Quoted rate shall be firm for complete contract period and should be inclusive of all components e.g. man power, T&P, consumables, transportation, fooding, lodging etc.
2. **Electrical license :** The contractor should have valid electrical license for working on LT/HT/EHT electrical installations at the time of bid submission & throughout the contract period.
3. **Deviation :** As the quantum of work depends on breakdown also, all BOQ items may or may not be fully executed. The overall deviation for the contract shall be limited to +/-25%. Variation shall be accounted on overall contract value not item wise.
4. The contractor is deemed to have visited HURL Barauni plant to ascertain the equipment and site locations, conditions etc. before quoting the prices.
5. The Technicians and Electricians should be aware & hands-on experience of all measuring/testing Electricals, Mechanical tools and tackles required for maintenance of rotary equipment.
6. Contractor has to do the job as per direction of HURL-EIC /in-charge within the plant premises or as directed by HURL-EIC.
7. Contractor has to ensure the availability of required number of manpower of various categories as per job requirement.
8. Contractor shall have all the required technical skills to carry out various kind of maintenance job mentioned in the scope of work.
9. The Service provider shall have to make his own arrangements for all Tools & Tackles, Skilled and Unskilled labours etc. required for the job. The work is subject to inspection at all time by the Engineers-in-charge and the Service provider shall have to carry out the work to the entire satisfaction of the Engineer-in-charge.
10. All lifting tools & tackles are to be got tested under the Competent Person engaged by State Government from time to time and the certificates duly verified by Competent Authority are to be submitted to the Department before taking up the job.
11. In case, interpretation of any job is not clear, the decision of Engineer-in-charge shall be final and binding. In case of doubt, Service provider shall consult the Engineer-in-charge for clarification before the start of work.
12. Wherever specifications are not clear, clarification for the same can be had from the authority concerned before quoting the rate. Reasoning of any ignorance shall not absolve the Service provider of his commitment to the execution of job.
13. The contractor shall arrange construction, erection, installation aids as required. HURL shall not be responsible for any delay due to non-availability of such aids.
14. The contractor shall provide scaffolding material wherever required without any cost implication to HURL.
15. All materials including tools and tackles and other materials viz. ladders etc. if required, are to be provided and shifted by the contractor for jobs to be attended by the contractor for which no extra payment will be made.
16. At the time of start of the contract, the list of tool & tackle or any other equipment brought by the contractor at site is to be submitted by them which will be verified by HURL Engineer. If any addition and deletion is there, they have to inform to HURL in writing. If any item more than the list submitted by the party will be found, strict action will be taken against the contractor.
17. HURL shall not provide site office to the Contractor. However, HURL shall provide suitable place for the erection of temporary site office. The same shall be dismantled after

completion of the contract. However, HURL shall supply electric power on chargeable basis but Energy meter and connection shall be arranged by contractor required for the execution of job/work.

18. Contractor has to establish his site workshop, post site in-charge/ Supervisor and manpower required within 15 -days from the date of site handover during KOM or as directed by EIC.
19. Persons deployed have to strictly follow the factory timings.
20. Every care shall be taken to dismantle the required item with care. Any intentional damage or damage due to careless working for the equipment, shall be recovered from the contractor.
21. Any material issued by HURL to contractor, which falls under contractor's obligation, shall be on chargeable basis with overhead of 25%. All taxes will be charged extra. The issue of such material will be sole discretion of HURL.
22. In case, any worker/supervisor is not acceptable to Engineer-in-Charge on account of his lack of skill/competence or otherwise, he has to be replaced by the Service provider with suitable/acceptable hand.
23. The Service provider shall make his own arrangement for removal of old as well as unused material, including packing materials and empty cases free of cost from work site to the place indicated by the Engineer-in-charge after completion of work and nothing extra will be paid.
24. HURL shall have power to make any alteration in, omission from, addition to, or substitutions for original Specifications and instructions which may be considered necessary, during the progress of work and Service provider shall have to carry out the work in accordance with any instruction which may be given to him in writing duly signed by Engineer-in-charge. Such alteration, omission, additions, substitutions, shall not invalidate the contract and any altered, additional or substituted work which the Service provider may be directed to do in the manner above specified as a part of the work, shall be carried out by the Service provider on the same condition in all respects on which he has agreed to do the main work.
25. If the Service provider is unable to execute the work, any loss incurred by the company in this respect, will be, to the Service provider's account the company may also terminate the contract after giving a three-days' notice, if in its opinion; the work under the contract is not being done to its satisfaction. The Company will also have right to get the job done by a third party at the risk and cost of the Service provider till the expiry of the period of the contract and debit the cost plus 25% to the Service provider.
26. Contractor has to carry out the allotted job on round the clock basis, if required, without any extra compensation/claim etc.
27. Work should be carried out in the presence of competent and authorized supervisor only.
28. Contractor and his staff should acquaint themselves with the Normal/Fire/Emergency siren sounds.
29. For any clarification/assistance with regard to any safety related aspect, Fire & Safety Department, HURL Safety team is to be contacted.
30. Contractor shall have to make good of losses or damages caused to HURL material, installations and equipment's etc. provided the loss is solely attributed to negligence on the part of contractor or his personnel. HURL's decision (Engineer-in-charge) on this matter shall be final and binding on the contractor.
31. In case of unprecedented job requirement, payment mode/measurement shall be decided by the Engineer-in-charge which shall be binding to the Contractor.

32. **Working hour:** Maintenance work is a 24 x 7 hrs job through-out the year. Contractor's personnel may be called for maintenance work at any time in addition to normal working hours including Sunday and Holiday depending upon urgency and requirement. It will be responsibility of contractor and his engineer/supervisor to mobilise his manpower at a notice of 02(Two) hour to take up emergency work, failing which suitable penalty shall be imposed on the contractor as per discretion of the Engineer in Charge. If such incident is repeated three times during the contract period, your contract may be terminated without giving any notice.
33. All the contractor's personnel should have mobile phones for contact during any time. It will be duty of Contractor's engineer/supervisor to coordinate all the activities as per instruction of Area Engineer. None of the contractor's personnel should work on any equipment/system until asked by area engineer.
34. Contractor shall be responsible for necessary health check & permits for all workmen and all staff deployed for working at height as per norms.
35. HURL reserves the right to ask the contractor any time during the pendency of contract to vacate the land by giving 7 days notice on security reasons or national interest or otherwise.
36. Sub-contracting of job will not be allowed without prior written permission of owner.
37. Site in charge / supervisor shall not proceed out of station or on leave without written permission from HURL EIC. In case of long absence of site in charge / supervisor the contractor shall depute a substitute to look after the entire jobs and interaction with HURL for day-to-day work.
38. The EIC shall be duly informed by the contractor before taking up any job.
39. In case of Breakdown maintenance, the contractor shall have to take up the job within 2 hrs of notice.
40. HURL may withhold the payment to such an extent as may be necessary to protect itself from loss on account of:
 - a. Failure of the contractor to make payment properly to his workmen or the suppliers of the material.
 - b. Defective work not remedied/rectified
 - c. Damage to HURL property.
 - d. Reasonable doubt that the balance work can't be completed by the contractor
 - e. Claims filed or reasonable evidence indicating probable filing of claims.
 - f. For reasons mentioned elsewhere in this contract/NIT.
41. Contractor will get the medical check-up of their employees done thoroughly before they are taken into service. Only persons found medically fit shall be allowed to join the duty. The contractor to make his own arrangements for medical facilities for their staff.
42. The contractor needs to comply with statutory regulations such as provisions of PF & ESI.
43. No Overtime shall be payable against shortfall of manpower by HURL & same shall be borne by the contractor.
44. In case of any accident involving Contractor or his workman, if departmental enquiry concludes that accident has taken place due to violation of any safety norms by contractor or his staff or due to any unsafe act performed by his staff during execution of the job, HURL reserves the right to impose appropriate penalty depending on the nature of the accident.
45. The contractor has to take care of all the emergency medical treatment in case of any accident or injury of the labour engaged by the contractor throughout the period of the contract.
46. The contractor will be responsible to bring his staff inside the Plant against a proper gate pass issued by HURL. As and when any of the contractor's working staff holding the gate

pass ceases to remain in service for this contract job, the corresponding Gate pass of that person is to be immediately surrendered to HURL by the contractor. Failing compliance to this clause will be treated as breach of security rules.

47. All documents needed for Billing purpose shall be submitted by contractor like abstract cum measurement sheet, WC policy, etc. as per EIC's instructions.
48. **T&P to be provided:** Contractor has to provide sufficient no. of T&P to each group (e.g. Line tester, Pliers, Screw Drivers, "D" & Ring spanner Set, Hacksaw blades, torch, multi-meter, Clamp meter, 500V & 5 KV megger, Box spanner, Allen key set, Chisel, Hole punch, Hammers, Flat & round file, test lamp, PVC tape, Markin Cloth, Petrol etc. so that work on any area is not affected or delayed. Contractor shall keep required no. of lifting tools, tackles and other items e.g. of Chain Block (Up to 10-15 T capacity), Chain pulley, Welding machine, Manila Rope (14mm & 24mm, at least 100M length), Axe, crimping machine, chemical spray gun, discharge rods etc. for common use of groups as required. Air compressor required for painting, where service air is not available for painting shall be brought by the vendor. Any other T&P not mentioned above but required for above maintenance work shall be kept by the contractor at site. Contractor has to bring all the T&P mentioned above for execution of job; however, HURL may provide hydra and any special types of tools depending upon requirement and availability. Refer Annexure – C for list of tentative tools to be provided.

49. Mobilization period:

Mobilization time of 15 days shall be provided to contractor from the date of handing over of site.

50. (i). Validity of the contract:

The Contract shall remain valid for a period of 02(Two) years from the date of its handing over to site.

(ii). Extension of contract:

The extension of contract shall be granted based on performance of the contractor. The extension of contract can be given on the same rates, terms & conditions normally for a period of 01(one) year with mutual consent.

51. Loss to plant during execution:

Any damage or loss caused to plant Equipment etc. during execution of this contract will be made good by the contractor at his own cost and risk.

52. Preservation of free issue material:

All materials issued to the Contractor by the owner shall be preserved against deterioration and storage while under contractor's custody, any damage/losses suffered on account of non-compliance with the requirement stipulated herein shall be considered as losses suffered due to wilful negligence on the part of the contractor and he shall be liable to compensate HURL for the losses suffered at panel rates to be determined by the Engineer- in-charge with reference to the rates charged for the purpose of recovery shall be final and binding on the contractor.

53. Issue of material from hurl:

Any materials issued from HURL Stores not in HURL's scope will be issued and charged on market rate + 25% + All Taxes will be charged extra. The issue of such material will be on sole discretion of HURL.

54. Material transportation:

The contractor shall make his own arrangement for transportation of the materials from stores to site of work and to the place of erection etc. at his own cost for making temporary stores/work sites, HURL may indicate an area at its own discretion for putting up of a temporary hut/shed.

55. Defect liability period:

Post Motor maintenance date, if any defect arises within 3 months, then same shall be rectified by bidder under defect liability period i.e. 3 months. This is applicable up to 3 months post contract completion period.

Vendor's liability shall be for proper workmanship only and no-penalty shall be imposed on account of defective spare/parts etc. If equipment under work becomes out of service/defective during defect liability period after work, same shall be repaired/replaced by the vendor without any extra cost to HURL.

56. Conduct and discipline: Following acts and omission shall be treated as misconduct on the part of a workmen / vendor:

- a) Wilful in-subordination or disobedience whether alone or in combination with other of any lawful and reasonable order of supervisor.
- b) Participating illegal strike, motivating other to strike, work in contravention of the provisions of any law.
- c) Theft, ground of dishonesty in connection with vendor's or principal employer's men and materials.
- d) Wilful striving down in performance or abatement or instigation thereof.
- e) Habitual breach of law applicable to the work place or any rule made there under.
- f) Drunken, riotous/ disorderly or indecent behaviour at work place.
- g) Habitual neglect of work or habitual negligence.
- h) Holding meeting within the premises without prior permission of the employer.
- i) Gambling within the premises of the work.
- j) Violation of safety provisions/regulations applicable.
- k) Sleeping while on duty.
- l) Habitual late attendance.

If any of the misconduct as stated above found on the part of the vendor, necessary action will be taken as per GCC & as directed by EIC. If the same is found on the part of any work man, then the vendor has to replace with suitable manpower in consultation with EIC.

57. Performance:

The performance of the contractor will be reviewed after every three months. If the performance in terms of workmanship, mobilization of manpower is found to be unsatisfactory during the previous three months, the contract may be liable to be terminated with intimation to the contractor. Also, if the contractor fails to take up or complete three consecutive jobs assigned to them, the contract will be terminated with intimation to the contractor.

58. Safety compliance:

Hindustan Urvarak and Rasayan Ltd., Barauni is a large chemical plant falling under the category of MAH (Major Accident Hazard) and is committed to ensure high standards of safe working conditions in the plant. It is therefore, required to fulfil the following requirements during the execution of contract:

- (i). Contractor shall provide his staffs/workers with required tested/inspected tools & tackles and safety equipment's as per Annexure-A. Tools & tackles are to be duly tested by the govt. approved testing vendor from time to time and the certificates for the same to be submitted to HURL for verification before taking up the job and also bear identification mark, Safe working load & date of testing. The record of the same will also be maintained in a register and compliance of all the provisions in above rules shall be the Contractor's responsibility.
- (ii). Contractor shall provide his staff personal protective equipment's like safety helmet, safety shoes, full body harness safety belts, goggles, hand gloves and Ear plugs etc. as per Annexure -A of standard make/ISI marked.
- (iii). No Contractor/staff is allowed to work in the plant area without proper written clearance or permit from the area-in-charge and with all required safety gadgets/precautions.
- (iv). Contractor will ensure that all his staff deputed in the plant area has been issued the Safety Instruction Sheet and all concerned have been explained about the safety hazards involved in the plant area and the job site, safe assembly points & safety precautions to be taken.
- (v). Work should be carried out in the presence of competent and authorized supervisor only.
- (vi). Contractor and his staff should acquaint themselves with the Normal/Fire/Emergency siren sounds.
- (vii). For any clarification/assistance with regard to any safety related aspect, Fire & Safety Department, Manager (Safety) is to be contacted.
- (ix). It is the responsibility of the contractor that no work is to be carried out without the safety work permit wherever required and the same is to be arranged by the respective Area-in-charge, HURL. The job is to be started after getting clearance from the respective area-in-charge.

59. PENALTY

- a. If vendor fails to provide sufficient manpower or T&P on any day or at any time and there is outage of motor, or planned work is not executed due to shortage of man power, a penalty double of quoted rate of job item planned/scheduled or breakdown to be attended shall be imposed on vendor. Such penalty shall be deducted from vendor's RA Bill. If contractor fails to carry out the job as per requirement, HURL has right to get the work done on the risk and cost of contractor and decision of E.I.C. in such matters shall be binding on vendor.
- b. The contractor has to mobilize the work within 02 hours of the reporting of the problem. In case the contractor did not carry out the job within the stipulated period as defined by EIC, because of the fault on the part of the contractor, HURL shall be constrained to carry out the job by some other vendor at the risk and cost of the contractor. Also a penalty of 25% of the rate for the BOQ shall be deductible from the Contractor RA bill in addition to the amount payable to the alternate vendor for

carrying out the job.

- c. In case of absence of Supervisor during maintenance jobs, a penalty of Rs 1000/-per day would be imposed.
- d. If any person is found working without PPE, a penalty of Rs. 200/- per day/per person shall be imposed in vendor's RA Bill or as decided by the competent authority of HURL depending on the extent of violation of safety rules. The decisions taken by the competent authority in this regard shall be final.
- e. All lifting tools & tackles must be tested with valid certificate & date of testing must be within 1 year which has to be clearly marked and documentary evidence has to be produced on demand. Non-conformance may attract penalty @Rs. 500/- on each case as per sole discretion of EIC

60. **Payment terms:** 100% payment against monthly RA bill & as per certification of EIC

61. Invoice to be raised on delivery/invoice address against the given PO line items.

62. **Tentative manpower:** Vendor has to deploy man power as mentioned below for Preventive/Breakdown maintenance, Overhauling, Replacement, Testing, Painting, welding etc. The contractor shall deploy adequately qualified workers in sufficient numbers to carry out the work smoothly and within a reasonable time frame.

During the plant emergency / unscheduled breakdown, a large number of equipment's are to be maintained in a limited time frame. The contractor has to mobilize additional manpower as per the direction of the Engineer-in-Charge or his representative, failing which suitable penalty, as per discretion of the Engineer-in-Charge, shall be imposed on the contractor

Requisite Qualification/ Experience of Manpower for maintenance job:

Site In charge/Supervisor	BE(Electrical) or BE(Mechanical) - with 5 years' experience in Erection/O&M of Rotary equipment's OR Diploma (Mechanical) with 12 years' experience. Well conversant and competent in field of Operation and maintenance of HT/LT Motors. Supervisory experience mandatory.
Master Technician/Fitter/Highly skilled	Master technician must be capable of HT/LT Motor overhauling, motor alignment, fault finding in the system etc

	Diploma (Electrical) with 03 years experience OR ITI (Electrician trade) with 05 years' experience in HT/LT Motor works
Skilled Technician	Diploma (Electrical) with 01-year experience or ITI (Electrician trade) with 03 years' experience, in testing, maintenance and erection of HT/LT Motor.
Semi-Skilled Technician	ITI (Electrician trade) with 01 years' experience, or 10th pass with at least 3 years' experience in testing, maintenance and erection of HT/LT Motor.

The suggested manpower required usually for smooth execution of BOQ Part A (except A.4) (Maintenance of HT motors) would be:
SUPERVISOR-1, HIGHLY SKILLED FITTER-1, Highly Skilled ELECTRICIAN-1, RIGGER(SSW)-1, SEMI SKILLED Helpers-3

Again, suggested manpower required usually for smooth running of contract BOQ Part -B (except B.4) (maintenance of LT motors) would be:
HIGHLY SKILLED WORKER-1, SKILLED WORKER-2, RIGGER (SSW)-1, HELPERS (SSW)-3.

The above suggested manpower is indicative only and is exclusive of manpower required for overhaul jobs. During Overhauling or Breakdown, more number of skilled and semiskilled manpower is required to complete the job in scheduled time. Hence, contractor is advised to increase the manpower during unit outage and breakdown as instructed by Engineer-in-charge.

In addition to above if more man power is required for completion of the work, vendor has to deploy the same. No overtime shall be paid by the HURL if work is required to be done on Sunday, Holiday or night hours. It will be vendor's responsibility to get the jobs executed timely, and vendor's persons are not sitting idle.

Recording & report generation of testing & filling of check sheet for all maintenance jobs shall be done by vendor. PC/laptop/printer as required shall be arranged by the vendor.

ANNEXURE: A

SAFETY PPE's

Sr. No.	Description of safety PPE's
1	Hand Gloves – Plain, Neoprene/PVC Dotted, Leather, Kevlar, Rubber, Asbestos
2	Safety Shoes
3	Gum boots with metal toe
4	Helmet
5	Goggles
6	Rainwear
7	Dust Masks
8	Ear Plugs
9	Full Body harness including Safety belt
10	First aid box
11	Fall Arrester if required.

ANNEXURE-B

LIST OF CONSUMABLES

All consumables as mentioned & other consumables which are required for work execution at site shall be in the scope of contractor.

- Petrol /Diesel – 5 Ltr
- Acetone
- CRC 2-26 spray
- Carbon Cleaner (8480)
- Rustolene/rust lick for rust removal – 5 Ltr
- Wd-40 lubricant spray
- Loctite bearing retainer 641
- Teflon tape
- Silicone sealants 732
- Pvc insulation tape
- Araldite, feviquick
- Emery paper of different grades
- Good quality markin cloth
- Cotton waste
- White petroleum jelly
- Tarpin Oil – 5 Ltr
- Detergents
- Red Oxide/Paint - 5 Ltr
- Marker Pen
- Lock tite -406
- Loctite – 641
- Dr Bech Varnish for HT & LT both.
- Scotch brite
- Gas (LPG+O2) – 2 cylinder full at any time
- Paint Brush for cleaning.
- Hacksaw Blade
- Welding Rod (2.5 & 3.15 mm)
- All type of grinding wheel
- Thermal insulation
- Acoustic Insulation

Note:- This is a tentative list, any other consumables which is required to take up the maintenance job shall be in the scope of the contractor.

ANNEXURE-C

LIST OF TENTATIVE TOOLS

Sr. No.	Tools Description	QTY
1.	D- Spanner Set (6/7 to 32/36)	3 set
2.	Ring Spanner Set (6/7 to 32/36)	3 set
3.	Slide Wrench 8 Inch/12 Inch	4 Nos
4.	Insulated Cutting Plier	3 Nos
5.	Screw Driver Set / Star Driver Set-8 /12/16 Inch	3 Set
6.	Nose Plier	4 Nos
7.	Digital Multimeter(Make Fluke/Yokogawa/Motwane / Mecro)	4 Nos
8.	Allen Key Set 1.5mm to 30 mm	6 set
9.	Crimping Tool 1.5 sq. mm to 65 sq. mm	2 Nos
10.	Hacksaw Frame	4 Nos
11.	Circlip Plier	4 Nos
12.	Tubular Spanner	4 set
13.	Hammer 1 Pound /5 Pound	4 Nos each
14.	Chiesel	4 Nos
15.	Round File 06 Inch	4 Nos
16.	Half Round File	4 Nos
17.	Hydraulic Jack and Fixtures upto 20 Tons Capacity	1 Nos
18.	Bearing Pullers upto 10T	2 Nos
19.	Polypropylene Belt (PP Belt)-3T & 5T	2 Nos each
20.	Chain block- (1T/ 3T/5T)	1 each
21.	Wire Rope Sling- 3T/5T	2 Nos
22.	D-shackles of appropriate sizes in sufficient numbers	
23.	Portable welding Machine Set	1 Nos
24.	Gas Cutting set	2 Nos
25.	Flame Heating torch	1 Nos
26.	Grease Gun	2 Nos
27.	Tool Bag	4 Nos
28.	Megger(500V & 5 KV)	2 Nos
29.	Clamp Meter	2 Nos
30.	Spanner Set Ring & Fixed Up to 24 MM	4 Set
31.	Tool Box containing box spanner set Small up to 18mm with ratchet/allen key	4 Set
32.	Ball Pen Hammer	4 set
33.	Wire Stripper	4 Nos
34.	Nose Pliers	4 Nos
35.	Mallet	3 Nos
36.	Hack Saw Junior	4 Nos
37.	Tool tie for working at height	4 Nos
38.	Portable Torch	4 Nos
39.	Motor Checker	1 Nos

40.	Industrial Vacuum Cleaner	1 Nos
41.	Hot Blower	1 Nos
42.	D Shackle	3 Nos
43.	Chain Block 1 tons	1 Nos
44.	Single phase Welding machine Portable	1 Nos
45.	Portable drill machine	1 Nos
46.	Hole saw cutter set	1 set
47.	Bearing fitting Tool	1 Nos
48.	Box Spanner set Up to 36 mm with ratchet	1 Nos
49.	Spanner Set Ring & Fix up to 36	2 sets
50.	Pipe Spanner Up to 36 MM	1 Nos.
51.	Crimping tools Up to 150Sq mm(Hydraulic preferred)	1 sets
52.	Crimping tool for sleeve lugs up to 6MM	1 Nos
53.	Screw Driver Set Big size	1 Nos
54.	Trolley Hydraulic for shifting material 1 tons	1 Nos
55.	Vernier calliper	1Nos
56.	Ladders	1 Nos
57.	File set	2 Nos
58.	PPE rope	20 mtrs
59.	Grinding/cutting machine small	1 Nos
60.	Hand Lamps 24V with power pack	8 Nos
61.	Extension board Industrial Type with 20 mtrs. cable	5 Nos
62.	Extension Board Domestic with 10 mtrs .cable	5 Nos
63.	Soldering iron, de-soldering set	1 set
64.	Silicon Sealant Gun	1 Nos
65.	No sparking tools (spanner set & screw driver)	1 set

Note:- This is a tentative list, any other tool which is required to take up the maintenance job shall be in the scope of the contractor.

Item	Line Number	Activity number	Specification	Quantity	Unit	Rate	Net Value
Maintenance of HT Motors (Part-A)							
PM of HT Motors							
10	10	2000001850	PM of HT Motors <=500 KW	72.00	NO	2,430.00	1,74,960.00
10	20	2000001851	PM of HT Motors >500 to 1000 KW	32.00	NO	2,673.00	85,536.00
10	30	2000001852	PM of HT Motors >1000 to 1500 KW	28.00	NO	2,835.00	79,380.00
10	40	2000001853	PM of HT Motors >1500 to 2000 KW	24.00	NO	2,835.00	68,040.00
10	50	2000001854	PM of HT Motors >2000 to 4000 KW	20.00	NO	3,240.00	64,800.00
BM of HT Motors							
20	10	2000001855	HT Motors <= 500 KW BM	10.00	NO	8,100.00	81,000.00
20	20	2000001856	HT Motors >500 to 1000 KW BM	4.00	NO	9,720.00	38,880.00
20	30	2000001857	HT Motors >1000 to 1500 KW BM	4.00	NO	12,960.00	51,840.00
20	40	2000001858	HT Motors >1500 to 2000 KW BM	4.00	NO	14,580.00	58,320.00
20	50	2000001859	HT Motors >2000 to 4000 KW BM	4.00	NO	16,200.00	64,800.00
Shift & Reinstallation of HT Motors							
30	10	2000001860	HT Motors <= 500 KW Shifting & Reinst.	10.00	NO	6,075.00	60,750.00
30	20	2000001861	HT Motors >500 to 1000 KW Shifting & Rei	4.00	NO	6,480.00	25,920.00
30	30	2000001862	HT Motors >1000 to 1500 KW Shifting & Re	4.00	NO	7,290.00	29,160.00
30	40	2000001863	HT Motors >1500 to 2000 KW Shifting & Re	4.00	NO	16,200.00	64,800.00
30	50	2000001864	HT Motors >2000 to 4000 KW Shifting & Re	4.00	NO	16,200.00	64,800.00
Overhauling of HT motors							
40	10	2000001865	HT Motors <= 500 KW OH	18.00	NO	17,339.00	3,12,102.00
40	20	2000001866	HT Motors >500 to 1000 KW OH	8.00	NO	19,245.00	1,53,960.00
40	30	2000001867	HT Motors >1000 to 1500 KW OH	7.00	NO	25,235.17	1,76,646.19
40	40	2000001868	HT Motors >1500 to 2000 KW OH	6.00	NO	40,430.85	2,42,585.10
40	50	2000001869	HT Motors >2000 to 4000 KW OH	5.00	NO	43,503.70	2,17,518.50
Re-lubrication of HT Motors							
50	10	2000001870	Re-lubrication of HT Motors	340.00	NO	600.00	2,04,000.00
HT Motors T.Box Checking							
60	10	2000001871	HT Motors (T.Box) Checking	48.00	NO	1,000.00	48,000.00
Inspection & Replacement of Bearing HT							
70	10	2000001872	Bearing Inspection & replacement	50.00	NO	5,000.00	2,50,000.00
HV Cable jointing or Termination							
80	10	2000001873	HV Cable jointing or Termination	40.00	NO	4,226.89	1,69,075.60
Maintenance of LT Motors (Part-B)							
PM of LT Motors							
90	10	2000001874	LT Motor (<=2.2KW) PM	2,304.00	NO	425.00	9,79,200.00
90	20	2000001875	LT Motor (>2.2-5.5KW) PM	712.00	NO	450.00	3,20,400.00
90	30	2000001876	LT Motor (>5.5-18.5KW) PM	1,048.00	NO	550.00	5,76,400.00
90	40	2000001877	LT Motor (>18.5-37KW) PM	272.00	NO	575.00	1,56,400.00
90	50	2000001878	LT Motor (>37-55KW) PM	136.00	NO	600.00	81,600.00
90	60	2000001879	LT Motor (>55-90KW) PM	304.00	NO	650.00	1,97,600.00
90	70	2000001880	LT Motor (>90KW) PM	240.00	NO	700.00	1,68,000.00
BM of LT Motors							
100	10	2000001881	LT Motor (<=2.2KW) BM	172.00	NO	500.00	86,000.00
100	20	2000001882	LT Motor (>2.2-5.5KW) BM	54.00	NO	600.00	32,400.00
100	30	2000001883	LT Motor (>5.5-18.5KW) BM	78.00	NO	700.00	54,600.00
100	40	2000001884	LT Motor (>18.5-37KW) BM	20.00	NO	800.00	16,000.00
100	50	2000001885	LT Motor (>37-55KW) BM	10.00	NO	900.00	9,000.00
100	60	2000001886	LT Motor (>55-90KW) BM	22.00	NO	1,000.00	22,000.00
100	70	2000001887	LT Motor (>90KW) BM	18.00	NO	1,100.00	19,800.00

Item	Line Number	Activity number	Specification	Quantity	Unit	Rate	Net Value
Shift & Reinstallation of HT Motors							
110	10	2000001888	LT Motor(>18.5-37KW) Shifting & Reinst.	60.00	NO	900.00	54,000.00
110	20	2000001889	LT Motor(>37-55KW) Shifting & Reinst.	20.00	NO	1,000.00	20,000.00
110	30	2000001890	LT Motor(>55-90KW) Shifting & Reinst.	20.00	NO	1,250.00	25,000.00
110	40	2000001891	LT Motor(>90KW) Shifting & Reinst.	20.00	NO	1,400.00	28,000.00
Overhauling of LT Motors							
120	10	2000001892	LT Motor(<=2.2KW) OH	432.00	NO	900.00	3,88,800.00
120	20	2000001893	LT Motor(>2.2-5.5KW) OH	134.00	NO	950.00	1,27,300.00
120	30	2000001894	LT Motor(>5.5-18.5KW) OH	196.00	NO	1,200.00	2,35,200.00
120	40	2000001895	LT Motor(>18.5-37KW) OH	52.00	NO	1,250.00	65,000.00
120	50	2000001896	LT Motor(>37-55KW) OH	26.00	NO	1,500.00	39,000.00
120	60	2000001897	LT Motor(>55-90KW) OH	58.00	NO	2,050.00	1,18,900.00
120	70	2000001898	LT Motor(>90KW) OH	46.00	NO	2,300.00	1,05,800.00
Inspection & Replacement of Bearing LT M							
130	10	2000001899	LT Motor (<=2.2KW) Bearing Replacement	172.00	NO	750.00	1,29,000.00
130	20	2000001900	LT Motor (>2.2-5.5KW) Bearing Replacemen	54.00	NO	800.00	43,200.00
130	30	2000001901	LT Motor (>5.5-18.5KW) Bearing Replaceme	78.00	NO	950.00	74,100.00
130	40	2000001902	LT Motor (>18.5-37KW) Bearing Replacemen	20.00	NO	1,100.00	22,000.00
130	50	2000001903	LT Motor (>37-55KW) Bearing Replacement	10.00	NO	1,400.00	14,000.00
130	60	2000001904	LT Motor (>55-90KW) Bearing Replacement	22.00	NO	1,600.00	35,200.00
130	70	2000001905	LT Motor (>90KW) Bearing Replacement	18.00	NO	1,900.00	34,200.00
LT Motor Connection/disconnection							
140	10	2000001906	LT Motor Connection/disconnection	200.00	NO	700.00	1,40,000.00
Re-lubrication of LT Motors							
150	10	2000001907	LT Motor Lubrication	1,200.00	NO	160.00	1,92,000.00
Misc Works							
160	10	2000001908	Misc Works like cutting etc.	50.00	NO	1,250.00	62,500.00
Total Value (Part-A+Part B)							74,59,473.39

HINDUSTAN URVARAK & RASAYAN LIMITED

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

BARAUNI UNIT

Barauni Urvarak Nagar, Begusarai

P.O: Barauni, Distt: Begusarai (Bihar), Pin: 851115

[Registered Office SCOPE Minar, Core 4, 9TH Floor, Laxmi Nagar District Center, Delhi-110092]



SECTION – VI

FORMS AND PROCEDURES (NIT)

INDEX

Annexure	Description
1	Techno-Commercial Proposal Bid Form
2	Format for Electronics Payment
3	Tender Acceptance Letter & Letter of authorization to submit bid
4	No deviation Certificate
5	Certificate from CEO/MD/ Legally Authorized 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	Work orders subject to tender for qualification
13	Bid Security Declaration Form
14	Self-Certification under Preference to "MAKE IN INDIA" Policy.
15	DECLARATION OF GST (A&B).
16	Proforma of NO DEMAND CERTIFICATE

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

Manager (C&M),

HURL Admin Building Office,

Hindustan Urvarak & Rasayan Limited, Barauni,

(A JV of CIL, NTPC, IOCL, FCIL & HFCL)

P.O: Barauni, Distt: Begusarai (Bihar), Pin: 851115.

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:

Table 1 : Attachments to the Bid form	
Sr. No	Documents
1	Power of Attorney as per requirement mentioned in NIT.
2	Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD) / MSE Certificate with applicable annexure form for exemption.
3	Signed, Stamped and Scanned copy of Certificates like Registration certificate, GST No, PAN No, PF, etc.

4	Signed, Stamped and Scanned copy of Format for Electronics Payment (Enclosed as Annexure-2 to Forms and Procedures i.e., Section VI)
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 Authorized Signatory, in the format as enclosed as Annexure-5 to Forms and Procedures i.e., Section VI.
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).
11	Work orders subject to tender for qualification as per Annex – 12 with clearly mentioning Purchase order details relevant to tender based on which PQC can be achieved. Not to be mentioned as “As Attached”/ “mentioned in Bid”/ etc.
12	Declaration of GST (annexure -15) Signed, Stamped and Scanned copy of Declaration of GST (Enclosed as Annexure-15 to Forms and Procedures i.e., Section VI).
13	Signed, Stamped and Scanned copy of Bid Security Declaration Form (Enclosed as Annexure-13 to Forms and Procedures i.e., Section VI).
14	Signed, Stamped and Scanned copy of GCC, SCC & Scope of Work (i.e. Section-V) of tender document.
15	Any Other Document asked for in the Bidding Document

3.0 COMPLIANCE TO THE PROVISIONS OF THE BIDDING DOCUMENTS

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

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

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

3.2 We further declare that additional conditions, variations, deviations, if any, found in the bid, shall not be given effect to.

3.3 We further declare that we have read and understood all sections (I to VI) of the tender document, endorse all the sections and submitting the bids.

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.

11.0 We hereby declare that we have completed Annexure-12 - Tender Qualification form and provided clear details of the purchase order number and ATO information for verification and evaluation of the prequalification criteria. We acknowledge that failure to provide the mentioned details may lead to the rejection of our bid, and we understand that no claims will be entertained in such a case.

Dated this. ____ day of

Thanking you,

Yours faithfully,

Date :

Place : _____

(authorised signatory Name).

(Designation)

Company Seal

Format For Electronics Payment

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

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

Attach Cancelled cheque as supporting to Annexure -2

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

Authorized signatory of the bidder

Name

Designation

Date

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

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Work: -

Dear Sir,

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

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

DECLARATION FOR “NO DEVIATION”

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

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

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

Yours faithfully,

(Signature)

Date:
Designation.....

Name &

Place:
the Company.....

Name of

(Seal of Company)

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

Ref.

: Date:

To
Manager (C&M),
HURL Admin Building Office,
Hindustan Urvarak & Rasayan Limited, Barauni,
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)
P.O: Barauni, Distt: Begusarai (Bihar), Pin: 851115.
Sub:

Bidding Doc. No.

Dear Sir,

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

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

Yours faithfully,
(Signature)

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

(FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY OF HURL)

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

Ref. :

Date:

To
Manager (C&M),
HURL Admin Building Office,
Hindustan Urvarak & Rasayan Limited, Barauni,
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)
P.O: Barauni, Distt: Begusarai (Bihar), Pin: 851115.

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

Bidding Doc. No.

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

Date : (Signature of Authorized Signatory)

Place : (Printed Name)

(Designation).....

(Company Seal)

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

Bid Ref No. :

Bidder's Name and Address:

To,
Manager (C&M),
HURL Admin Building Office,
Hindustan Urvarak & Rasayan Limited, Barauni,
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)
P.O: Barauni, Distt: Begusarai (Bihar), Pin: 851115.

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:

Manager (C&M),
HURL Admin Building Office,
Hindustan Urvarak & Rasayan Limited, Barauni,
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)
P.O: Barauni, Distt: Begusarai (Bihar), Pin: 851115.

Dear Sirs,

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

As an irrevocable bank guarantee against Bid Security for an amount of

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

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

This Guarantee shall be irrevocable and shall remain valid upto(@).....

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

Notwithstanding anything contained herein:

1. Our liability under this bank guarantee shall not exceed [Bid security amount]
2. This bank guarantee shall be valid up to [expiry date]

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

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

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

Authorized Vide Power of Attorney No...

Date...

NOTE:

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

Bank: SBI
Current account no 37880422277,
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,

Manager (C&M),
HURL Admin Building Office,
Hindustan Urvarak & Rasayan Limited, Barauni,
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)
P.O: Barauni, Distt: Begusarai (Bihar), Pin: 851115.

Dear Sirs,

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

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

The Owner shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Bidder. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Bidder, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner

and the Bidder or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

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

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

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

WITNESS :

..... (Signature)	(Signature).....
..... (Name)	(Name).....
..... (Official Address) (Designation with Bank Stamp)

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

Notes : 1. (*) This sum shall be five percent (5%) of the Contract Price.

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

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

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

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

BANK GUARANTEE VERIFICATION CHECKLIST

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

CHECK LIST

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

verbatim with the Proforma prescribed in the Bid Documents?

g) In case of any changes in contents of text, whether changes are of minor/clerical nature (which in no way limits the right of HURL in any manner)?

h) In case of deviations in text of BG, which materially affect the right of Owner, whether the changes have been agreed based on the opinion by Legal Department or BG is considered acceptable on the basis of opinion of Law Department already available on the similar issue.

i) Are the factual details such as Bid Document No./Specification No. / NOA / LOA / Contract No., Contract Price, Percentage of Advance, Amount of BG and Validity of BG correctly mentioned in the BG?

j) Whether overwriting / cutting if any on the BG have been properly authenticated under signature & seal of executant?

k) Whether the BG has been issued by a Bank in line with the provisions of Bidding / Contract Documents?

l) In case BG has been issued by a Bank other than Scheduled / Commercial Bank recognised by Reserve Bank of India, is the BG confirmed by a Bank in India acceptable as per Bidding / Contract Documents?

Date : Signature.....

Place :

Printed Name of Authorized Person having Power of Attorney.

(Designation)

(Common Seal)

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

FORMAT OF CONTRACT AGREEMENT

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

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

BETWEEN

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

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

NOW IT IS HEREBY AGREED as follows:

ARTICLE 1. CONTRACT DOCUMENTS

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

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

1.2 Order of Precedence

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

1.3 Definitions

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

ARTICLE 2. CONTRACT PRICE AND PAYMENT TERMS

2.1 Contract Price

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

2.2 Payment Terms

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

ARTICLE 3. EFFECTIVE DATE FOR DETERMINING TIME FOR COMPLETION

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

ARTICLE 4. NON-ASSIGNABILITY

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

ARTICLE 5. GOVERNMENT OF INDIA NOT LIABLE

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

ARTICLE 6. Appendices

The Appendices listed in the attached list of Appendices shall be deemed to form an integral part of this Contract Agreement. Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

ARTICLE 7. NO LIABILITY ON DIRECTOR AND EMPLOYEE

No Director, employee, consultant or agent of the OWNER or other person representing the OWNER or acting on behalf of the OWNER in or pursuant to the Contract or in the discharge of any obligation to the OWNER under the Contract or otherwise in relation to the Contract shall have any personal liability to the CONTRACTOR or any Sub-Contractor, agent, representative, director or employee of the CONTRACTOR or to any other person acting for or on behalf of the CONTRACTOR and the CONTRACTOR on its own behalf and on behalf of its Sub Contractors, directors, employees, agents and representatives hereby waives and disclaims any and all right of

action which it or they may have whether under tort or Contract or otherwise against the OWNER or any director, employee, agent, consultant or representative of the OWNER for act of omission or commission done or omitted to be done.

ARTICLE 8. WAIVER

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

ARTICLE 9. LANGUAGE OF CONTRACT AND COMMUNICATION

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

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

Signed by for and on behalf of the Owner

[Signature]

[Title]
in the presence of

Signed by for and on behalf of the Bidder

[Signature]

[Title]
in the presence of _____

CONTRACT AGREEMENT

dated the _____ day of _____, 20_____

BETWEEN

["the Owner"]

and

["the Bidder"]

TENDER QUALIFICATION FORM

(MUST BE FILLED)

THE TENDER SHALL NOT BE EVALUATED IF THE FORM IS NOT FILLED. UDIN AND PURCHASE ORDER DETAILS SHOULD BE CLEARLY MENTIONED. ONLY ORDERS MENTIONED IN THE FORM SHALL BE EVALUATED AND OTHER ORDERS MAY NOT BE EVALUATED EVEN IF THEY ARE ATTACHED. HURL RESERVES THE RIGHT TO REJECT THE BID IF THIS FORM IS NOT FILLED.

To,

HURL Barauni, Begusarai , Bihar – 851115

Tender No. :

Bidder's Name :

In order to meet the PQC and qualification criteria of the subject tender, we submit the below supporting documents:

In order to meet the PQC of above tender No, we submit below supporting documents:					
Details of Annual Turnover (ATO)		FY	UDIN No.		Turn over (INR)
Annual Turnover during		2019-20			
Annual Turnover during		2020-21			
Annual Turnover during		2021-22			
Annual Turnover during		2022-23			
Average ATO for the Preceding 3 Financial Years					
Sl.	Description of items	PO No.	PO Date	PO value in INR	Actual Supplied value in INR
1					
2					
3					
4					
5					
6					
7					

8					
9					
10					

VERY IMPORTANT:

Note to Annexure -12:

1. Bidders shall clearly mention the details in above table in line with the supporting documents and any vague reply like “attached” / “as per supporting” etc. written in above **form such bids shall be liable to reject**. NO CLAIMS SHALL BE ENTERTAINED IF THE DATA IS NOT FILLED PROPERLY AS MENTIONED IN ANNEXURE -12.
2. Bidders must submit all requisite documents mentioned above in support of their meeting the PQC requirement.
3. **Bidders can submit a maximum of 10 Purchase orders with their completion certificates** and the details of the same should be clearly mentioned in the annexure -12. The bidder shall be obligated to furnish an amended copy of the work order in the event that the executed value specified in the completion certificate surpasses the original order value. Failure to comply with this requirement shall grant HURL the right to disqualify the order, and no claims shall be entertained with respect to such occurrences.
4. No work order copies other than mentioned above will be accepted for PQC, technical and financial evaluation at the stage of tender evaluation and shortfall query/clarification. HURL Reserves the right to reject the bid if the document
5. The shortfall shall only be raised for the attached orders. If the bidders fail to attach the purchase orders even after filling out the data in Annexure-12, HURL reserves the right to reject them, and no shortfall may be raised for such instances. Additionally, no claims from the bidders shall be entertained in such cases.
6. Bidders will be given only one opportunity with a fixed deadline to submit any shortfall documents/clarification mentioned in Annexure-12 related to work order/purchase order (if required).

Yours Faithfully,

(Signature of the Bidder with Official Seal)

Bid Security Declaration Form

(On Bidders Letter Head)

To,
Manager (C&M),
HURL Admin Building Office,
Hindustan Urvarak & Rasayan Limited, Barauni,
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)
P.O: Barauni, Distt: Begusarai (Bihar), Pin: 851115.

Sub: Bid Security Declaration Form

Tender Reference No: -

Name of Tender/Work: -

Dear Sir,

I/We. The undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.
2. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We:
 - a. have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
 - b. Having been notified of the acceptance of our Bid by the purchaser during the period of Bid Validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.
3. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) if I am/ we are not the successful bidder, the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid or any extension thereof.

Signed:

(Insert signature of person whose name and capacity are shown)

in the capacity of

(Insert legal capacity of person signing the Bid Securing Declaration)

Name:

(Insert complete name of person signing the Bid Securing Declaration)

Dated onday of(Insert date of signing)

Corporate Seal (where appropriate)

Note: To Be signed by person who is legally authorised as assigned in Power of Attorney. In case of a Joint venture, the Bid securing declaration must be in the name of all partners to the joint venture that submits the bid.

Self-Certification under Preference to “MAKE IN INDIA” Policy

CERTIFICATE

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we M/s _____ (supplier name) are local supplier meeting the requirement of minimum Local content (50%) as defined in above orders for the material against Tender

No _____

Details of location at which local value addition will be made is as follows:

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law. Seal and Signature of Authorized Signatory.

Seal and Signature of Authorized Signatory

DECLARATION OF GST NON-ENROLMENT

Dear Sir/Madam,

Sub: Declaration of non-requirement of registration under the Central/State/UT/Integrated Goods and Services Tax Act, 2017

I/We..... (Name of the service provider/business entity), do hereby declare that I/we am/are not registered under the Goods and Services Tax Act, 2017 as (select and fill below for the relevant reason)

-I/We deal in/supply the category of goods or services (Describe the nature of the services/goods) which are exempted under the Goods and Service Tax Act, 2017.

-I/We have the annual aggregate turnover below the taxable limit as specified under the Goods and Services Tax Act, 2017.

-I/We are yet to register ourselves under the Goods and Services Tax Act, 2017.

I/We hereby also confirm that if anytime during any financial year I/we decide or require or become liable to register under the GST, I/we undertake to provide all the requisite documents and information.

I/We request you to consider this communication as a declaration for not requiring to be registered under the Goods and Service Tax Act, 2017.

I/We hereby also confirm that (Name of the service recipient) shall not be liable for any loss accrued to me/us, due to any registration default with the GST.

Signature of Authorised Signatory:

Name of the Authorised Signatory:

Name of Business:

Date:

Stamp/Seal of the business entity:

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

Date:

To,

Sub: Declaration Regarding GST

Tender Reference No:

Name of Tender / Work: -

Dear Sir,

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

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

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

(Please tick in the applicable Box for GST)

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Note: -

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

PROFORMA OF "NO DEMAND CERTIFICATE" BY CONTRACTOR
(TO BE ISSUED BY THE CONTRACTOR)

NAME OF PACKAGE:

NAME OF CONTRACTOR:

LETTER OF AWARD/ NOA/ CONTRACT NO.:

DATED:

We, M/s (Contractor) do hereby acknowledge and confirm that we have received the full and final payment due and payable to us from HURL (Owner) in respect of our aforesaid LOA/ NOA/ Contract No..... dated including amendments, if any, issued by HURL, to our entire satisfaction and we further confirm that we have no claim whatsoever pending with HURL under the said Contract.

Notwithstanding any protest recorded by us in any correspondence, document, measurement books, and/or final bills etc., we waive all our rights to lodge any claim or protest in future under this contract.

We are issuing this "NO DEMAND CERTIFICATE" in favour of HURL with full knowledge and with our free consent without any undue influence, misrepresentation, coercion, duress, etc.

Date

Signature

Place

Name

Designation

(Company Common Seal)

(This certificate shall be accompanied by the Power of attorney of the signatory)