



**HINDUSTAN URVARAK & RASAYAN LIMITED**  
(A JV of NTPC, CIL, IOCL, FCIL & HFCL)  
SCOPE Minar, Core 3, 9th Floor, Laxmi Nagar District Centre,  
New Delhi-110092

**Ref. No. HURL/HQ/CS579/NeemOil/EOI; Date: 03.06.2025**

**EXPRESSION OF INTEREST - NOTICE FOR EMPANELMENT**

**Sub: Expression of Interest (EOI) for empanelment of vendors for supply of Neem Oil for Gorakhpur, Barauni and Sindri Units or any other location of HURL.**

Hindustan Urvarak & Rasayan Limited (HURL), a joint venture company of Coal India Limited, NTPC Limited and Indian Oil Corporation Limited, Fertilizer Corporation of India Limited and Hindustan Fertilizer Corporation Limited, has set up Natural Gas based Fertilizer Complexes (Ammonia-Urea) of 2200 MTPD Ammonia and 3850 MTPD Urea each at Gorakhpur (Uttar Pradesh), Barauni (Bihar) and Sindri (Jharkhand).

HURL is looking for procurement of Neem Oil on continuous basis and intends to formulate a comprehensive list of pre-qualified manufacturers of Neem Oil.

The pre-qualified vendors would be eligible for participating in the future e-tenders to be issued by HURL for the procurement of Neem Oil for its three manufacturing units located at Gorakhpur (Uttar Pradesh), Barauni (Bihar), and Sindri (Jharkhand) or any other location.

Applications are invited from vendors (MANUFACTURERS only) for Supply of Neem Oil for all three units of HURL or any other location, who meet the pre-qualification criteria and other requirements detailed in the empanelment documents. The complete set of documents including pre-qualification criteria can be downloaded from website: <https://eprocure.gov.in/eprocure/app>.

The empanelment document consists of following:

- a) Annexure 1: Technical Specifications of Neem Oil *(to be accepted & duly signed by authorized signatory)*
- b) Annexure 2: Vendor Application for Empanelment *(to be submitted on letter head of the vendor duly signed by the authorized signatory)*
- c) Annexure 3: Pre-Qualification Criteria (PQC) *(to be accepted & duly signed by authorized signatory)*
- d) Annexure 4: Other Documents Required *(to be accepted & duly signed by authorized signatory)*
- e) Annexure 5: Terms & Conditions of Empanelment *(to be accepted & duly signed by authorized signatory)*
- f) Annexure 6: Instruction to Bidders (ITB) & General Conditions of Contract (GCC), for reference only.  
*(ITB & GCC are attached for reference purpose only. Please note with each tender the ITB & GCC issued and the same shall be applicable & shall prevail.)*
- g) Annexure A, B, C, D & E: To be filled & submitted on Company's letter head.

Vendor has to provide all applicable documents as sought in the aforementioned annexures and certifications in prescribed formats.



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Interested vendors (MANUFACTURERS only) are required to submit their complete filled application along with all supporting documents on the portal itself. The empanelment would be based on the vendors meeting the pre-qualifications criteria, other requirements detailed in the documents and assessment. Furnishing false/incomplete information or submitting applications not accompanied by required documents shall lead to summarily rejection of the application.

HURL reserves the right to reject any or all the applications or withdraw this invitation without assigning any reason thereof. Decision of HURL in the matter shall be final and no correspondence shall be entertained from the applicants in this regard subsequently. HURL has the liberty to include or delete vendors based on their performance, proven capability and for any other reason thereof.

**Address for Communication:**

Sh. Umang Sinha  
Chief Manager (C&M)  
**Hindustan Urvarak & Rasayan Limited**  
(A Joint Venture of CIL, NTPC, IOCL, FCIL & HFCL)  
Core-3, 9th Floor, SCOPE Minar,  
Laxmi Nagar District Centre,  
New Delhi-110092.  
**EPBAX No:** 011-2250 2267/ 2268  
**Email:** umangsinha@hurl.net.in

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

Technical Specifications

Ref. No. - HURL/HQ/CS579/NeemOil/EOI; Date: 03.06.2025

**1. SPECIFICATIONS FOR NEEM KERNEL OIL:**

Oil cold pressed, double filtered for urea coating as per BIS-4765, 1975 Rev.1 Standard.

- a) Colour – Light Brownish Yellow Colour
- b) Moisture + insoluble matter % by weight: 0.5% max. (can be allowed up to 1% but with penalty clause as per Annexure-III in case of higher).
- c) Specific gravity at 30 degree C: 0.88 – 0.95
- d) Iodine Value: 65 – 90
- e) Saponification value: 175 – 205
- f) Azadirachtine content: 150 ppm (min.) and shall be rejected if less than 150 ppm.
- g) Neem Oil content should be soluble in binary mixture of n-hexane-acetone (4:1).
- h) Shall be clear and double filtered
- i) Basic sediment and water (BS&W) should be less than 0.5%
- j) Refractive index @40°C :1.46 to 1.47
- k) Shall be Non-Toxic to Plants & Soil, Eco-friendly, Biodegradable.
- l) The supplied material will be free from admixture with other oils and added colouring substances as per IS: 548 (Part II) - 1974.
- m) Nimbin Content Min. 1700 ppm with penalty clause if lesser, as per **Clause (4)**
- n) Salanin Content Min. 3000 ppm with penalty clause if lesser, as per **Clause (4)**
- o) Acid Value 20 max. and Unsaponifiable matter 2% Max.
- p) Iron should be less than 100 ppm and rejected if more than 200 ppm.
- q) Colour: in A1-inch cell expressed as per Y+5R not deeper than (as per table 3.4 of IS: 4765-1975)-45

**2. NEEM OIL PURITY FOR ACCEPTANCE:**

Supplier has to supply the material with desired concentration of 99% or above with other parameters within limit. Physical and chemical analysis Certificate with each consignment of supplied lot to be submitted by supplier at no extra cost to HURL. Test report of neem oil consignments will be sent along with each tanker as per parameters defined in FCO-1985 and as amended from time to time till date. The test reports Certificates must be from any government approved laboratory or from supplier's own Lab confirming that the supplied material is free from the admixture with other oils and added colouring substances as per IS:548 (Part-II) 1974.

### **3. TESTING OF AZADIRACHTIN, NIMBIN AND SALANIN CONTENT:**

- (i) Neem oil shall be tested in HURL laboratory for all specifications confirming to FCO1985 guidelines. Neem oil shall be accepted or rejected based on HURL's laboratory test report. If any of the parameter as per the FCO 1985 (latest edition) or mentioned in Clause 1 are deviated, then material is liable for rejection. Neem oil shall be tested in HURL laboratory for all specifications confirming to standards as stated in Clause 1 & FCO norms.
- (ii) In case of conflict in results, retesting of sample can be arranged by vendor by any government approved laboratory with prior approval by HURL (cost of testing will be borne by vendor).
- (iii) Tanker unloading hose shall be connected to 2-inch QRC type coupling at site for unloading. Neem Kernel Oil shall be dispatched by road worthy Standard Tankers (~25-30 Ton Capacity). Vendor has to supply the material within 07 days of intimation from HURL, failing to supply penalty as per **Clause 32 of GCC** will be imposed on vendor or it may lead to termination of contract as per **Clause 39 of GCC**.
- (iv) Deliveries shall be taken in staggered manner depending upon our actual requirement from time to time. HURL, however, does not guarantee for offtake of any minimum quantity. Further, in event of order, the actual quantity may increase/decrease by 20% at the sole option of HURL during the validity of order.
- (v) The filled tanker shall be weighed at HURL Weighbridge. To the extent possible, the same truck (empty) shall again be weighed at HURL Weighbridge. The difference shall be the weight of the Oil supplied. Quantity in liters shall be ascertained by dividing net weight of the oil by its density and payment shall be released for the actual quantity received. However, a variation of  $\pm 0.5\%$  as weighbridge tolerance will be allowed. No recovery shall be made for shortages up to  $-0.5\%$ . In case shortage in weight is more than  $0.5\%$ , the payment will be made on actual receipt basis.

### **4. HURL at its sole discretion reserves the right to accept the material with the following acceptance criteria:**

- (i) Moisture & Insoluble impurities: Accepted without Penalty (% Mass)  $\leq 0.5\%$
- (ii) Moisture & Insoluble impurities: Accepted with Penalty on double the Pro-rata basis (% Mass)  $>0.5\%$  but  $\leq 1.0\%$

#### **Illustrative Example –**

Suppose the received quantity (invoice quantity) is 50 KL & the moisture & insoluble impurities are  $0.8\%$ , then the deduction amount will be amount for  $[(0.8\% - 0.5\%) \times 50\text{KL}]$  & rest of the amount will be payable.

- (iii) Moisture & Insoluble impurities: Material will be rejected (% Mass)  $>1\%$
- (iv) In case Nimbin content is found less than 1700 ppm, penalty / recovery shall be done @Rs 5/-gram as cost of Nimbin. In case the Nimbin content is found less than 1200 ppm then material is likely to be rejected.
- (v) In case Salanin content is found less than 3000 ppm, penalty / recovery shall be done @ Rs 5/-gram as cost of Salanin. In case the Salanin content is found less than 2500 ppm then material is likely to be rejected.

**Illustrative Example –**

Parameters	Calculation	Value	Remark
Extra Moisture %	0.90 -0.50	0.4	Actual Moisture in neem oil 0.9%.
Net Quantity Received	29910 Kg	29.91 MT	As per HURL weighbridge
Extra Moisture Weight	$29910 \times 0.40 / 100$	119.64 Kg	Extra Moisture present in Neem Oil
Actual Neem Oil Quantity	$29910 - 119.64 = 29790.36$ Kg	29.79 MT	After deducting extra Moisture
Nimbin Required	$29910 \times (1700 / 1000000)$ Kg	50.847 Kg	Min 1700 ppm as per Tender Condition
Actual Nimbin	$(29.79 \times 1000 \times 1282 / 1000000)$ Kg	38.19 Kg	1282 ppm found as per lab result.
<b>Penalty</b>	$(50.847 - 38.19) \text{ Kg} \times 5 \text{ Rs/gm} \times 1000$	Rs 63285.00	To be paid by Supplier.

Yours faithfully,

Signature-----

Name & Designation-----

Name of the Company-----

(Seal of the Company)

Vendor Application for Empanelment(TO BE SUBMITTED ON LETTER HEAD OF THE VENDOR DULY SIGNED BY THE AUTHORIZED SIGNATORY)

Ref No. - HURL/HQ/CS579/NeemOil/EOI; Date: 03.06.2025

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

Product for which empanelment is applied: Neem Oil

Sr. No.	Description	Details
1.	Name of Agency	
2.	Whether Manufacturer (Y/N)	
3.	Type of Firm  (Whether Proprietorship, Partnership, Company registered under the Companies Act, 1956/2013, Registered societies / Co-operative societies, Registered Limited Liability Partnership(LLP)  (Attach relevant documents specified in the PQC)	
4.	List of Names & Address  (Proprietor/Partner/Director) with Office Tel. No. and E-mail	
5.	Address of Registered Office	
6.	<ul style="list-style-type: none"> <li>Name of Contact Person at Registered Office</li> <li>Designation</li> <li>Telephone</li> <li>E-Mail</li> <li>Mobile</li> </ul>	
7.	Complete address of Factory(ies)/ Works from where supplies intended to be made.  (Details of all the factories to be given)	

8.	<ul style="list-style-type: none"> <li>• Name(s) of Contact Persons at Factory(ies)/ Works</li> <li>• Designation</li> <li>• Telephone</li> <li>• E-Mail</li> <li>• Mobile</li> </ul>	
9.	<p><b>Date of establishment of Factory</b></p> <ul style="list-style-type: none"> <li>• Date of establishment</li> <li>• Registration no.</li> <li>• Valid up to</li> </ul> <p><i>(Attach copy of Registration Certificate)</i></p>	
10.	<p><b>Whether registered as a Micro or small-scale industry as per MSME Act2006?</b></p> <p>a) If 'Yes', Please Specify whether Micro or Small.</p> <p>b) If 'Yes', please attach copy of relevant certificate duly self-certified by signatory.</p>	
11.	<p><b>GST Registration No.</b></p> <p><i>(Attach copy of GST registration certificate)</i></p>	
12.	<p><b>PAN number</b></p> <p><i>(Attach copy of PAN card)</i></p>	
13.	<p><b>Details of registration on CPPP e-tendering portal i.e. eprocure.gov.in</b></p> <ul style="list-style-type: none"> <li>• Name of Contact person</li> <li>• Designation</li> <li>• Email</li> <li>• Mobile</li> </ul>	
14.	<b>Name &amp; address of associated companies</b>	
15.	<b>Details of Testing Facilities Available</b>	
16.	<b>Organizational Set-up (No. of Managerial, technical, non-technical, skilled-unskilled personnel)</b>	

17.	<b>Production of Neem Oil (in last 3 years)</b>		
	<b>Financial Year</b>	<b>in MT</b>	<b>in KL</b>
	2022-2023		
	2023-2024		
	2024-2025		
18.	<b>Installed Capacity of Neem Oil at Facility Owned</b>	<b>Capacity (KL per Annum)</b>	<b>Location</b>
19.	<b>Details of supplies to Companies (Last 2 Financial years)</b>		
	<b>Name of Company (Fertilizer/Others)</b>	<b>Purchase Order / Letter of Award No. with date</b>	<b>Quantity supplied (2023-24)</b>
<i>** Copies of purchase orders / Letter of Award to be enclosed</i>			
20.	<b>Details of Order in hand</b>		
	<b>Name of Company (Fertilizer/Others)</b>	<b>Purchase Order / Letter of Award No. with date</b>	<b>Quantity Pending (in KL or MT)</b>
<i>** Copies of purchase orders / Letter of Award to be enclosed</i>			
21.	<b>Financial status of the Agency:</b>		
	<b>a. Year of establishment</b>  <b>b. Annual Turnover (INR Crore)</b> <ul style="list-style-type: none"> <li>2022-2023</li> <li>2023-2024</li> <li>2024-2025</li> </ul>		
22.	Whether Banned / Debarred / Suspended / Holiday-listed / Blacklisted by any Indian fertilizer PSU or Govt. of India  Agencies blacklisted / delisted by HURL / any Public Sector Unit (P.S.U) / Govt. Organization shall not be considered for pre-qualification.  <b>In this regard, Interested Agencies shall submit self-certification on their letter head by the authorized signatory (Annexure-C)</b>	<b>YES / NO</b>	



23.	Whether enlisted / empanelled / accredited with any Indian fertilizer PSU.  <i>(If yes, please provide the details along with documentary evidence)</i>	YES / NO
24.	We hereby confirm our unconditional acceptance to participate in E-procurement & Reverse Auction tenders for Neem Oil.	YES / NO
25.	<b>The Power of Attorney (on duly notarized stamp paper), Board Resolution (on the company's letterhead), or Letter of Authorization (on the company's letterhead), as applicable, must be furnished along with the bid.</b>  <b>Such documents should be duly signed by all Directors / the Company Secretary / Partners of the Company or Firm, or by a person duly authorized to issue the Power of Attorney.</b>	Submitted / Not Submitted
26.	Details of sister concerned companies. Only one Company out of sister concerns under the same management/group shall be considered for pre-qualification. However, more than one Unit/Plant of that concern may be considered for supply. In case more than one Unit is considered for pre-qualification, the combined capacity of all such Units shall be considered as assessed capacity of that vendor.  <b>In this regard, a certificate signed by a Practicing Chartered Accountant furnishing the names of any associated units of the Agency or names of any units in which any of the Directors/Partners of the Agency has any interest. In case the Agency has no associated Units, and/or none of the Directors/Partners has any interest in any other Units, they should furnish a Certificate from a Practicing Chartered Accountant to the said effect.</b>	<b>Name of sister concern companies –</b>  <b>CA Certificate – Submitted / Not Submitted</b>
27.	Any other relevant information	

**Note: Furnishing of false / incomplete information with the application would lead to disqualification.**

(Name & Signature with seal)  
(Authorized Signatory)

**Annexure-3**

**Pre-Qualification Criteria (PQC)**

**Ref. No. - HURL/HQ/CS579/NeemOil/EOI; Date: 03.06.2025**

<b>Sr. No.</b>	<b>Qualifying Requirements</b>	<b>Documents Required</b>
<b>1.</b>	Bidder should be either be a Partnership firm, Sole Proprietor, Limited company, Cooperative Society etc.	<p>i) For Proprietorship firm - Name of the proprietor to be mentioned. Affidavit of proprietorship duly notarized (Latest) to be submitted.</p> <p>ii) For Partnership firms - Affidavit duly notarized, confirming the current status of the firm along with names of the partners or copy of partnership deed duly notarized to be submitted</p> <p>iii) For Limited companies - Notarized copy of Memorandum and Articles of Association and list of directors to be submitted.</p> <p>iv) For Co-operative societies / Registered societies - Copy of Registration certificate, Copy of Resolution of Members to be submitted.</p>
<b>2.</b>	The bidder should be a manufacturer of NEEM OIL.	Factory license along with GST Registration and PAN card.
<b>3.</b>	Bidder should have production capacity of 1050 KL per year or more.	Certificate of Annual production capacity of 1050 KL per year or more from a practicing Chartered Accountant with UDIN No.
<b>4.</b>	Bidder should be in business of Neem Oil manufacturing for the last 02 (two) years as on last day of the month previous to the one in which NIT is issued and should have supplied at least 654 KL quantity of Neem Oil in the said period.	<p>a) Purchase Order copy covering following details:</p> <p>(i) Purchase Order number, Date, and Value.</p> <p>(ii) Name of the Employer/Owner/ Client.</p> <p>(iii) Period of Contract / Supply.</p> <p>(iv) Scope of Work / Items to be supplied.</p> <p>b) Execution certificate issued by Employer / Owner / Client / Chartered Accountant (with UDIN No.) / Statutory Auditors highlighting following:</p> <p>(i) Reference Purchase Order number with date and value.</p> <p>(ii) Name of the Employer / Owner / Client.</p> <p>(iii) Period of Contract / Supply.</p> <p>(iv) Value of Neem Oil supplied under the Purchase Order</p> <p>c) Contact details of the Employer / Owner / Client / End User.</p> <p><b>[Format for the execution certificate is enclosed at Annexure-E of EOI document].</b></p>

<p><b>5.</b></p>	<p>The average annual turnover of the Bidder in the preceding 03 (three) financial years as on the date of Technical Bid Opening shall not be less than Rs. 4.86 Crore (Rupees Four Crore and Eighty-Six Lakh Only)</p> <p><b>Note:</b></p> <p>In case where audited results for the last financial year as on the date of opening of Technical Bid 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 of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the financial results of the Company are under audit as on the date of opening of Technical Bid and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.</p> <p>Other income shall not be considered for arriving at annual turnover.</p>	<p>(i) Audited Balance Sheet / Profit &amp; Loss Account for the three preceding financial years i.e., 2022-23, 2023-24 &amp; 2024-25.</p> <p>(ii) In case above is not available, then certificate from practicing Chartered Accountant (CA) / Statutory Auditor (SA) certifying the annual turnover for the three preceding financial years i.e., 2022-23, 2023-24 &amp; 2024-25.</p> <p>(iii) In case above are not available, then audited Balance Sheet / Profit &amp; Loss Account for the three consecutive financial years preceding the last financial year i.e., 2021-22, 2022-23 &amp; 2023-24 along with <b>Annexure A &amp; B</b>.</p> <p>(iv) In case above are not available, then certificate from practicing CA / SA certifying the annual turnover for the three consecutive financial years preceding the last financial year i.e., 2021-22, 2022-23 &amp; 2023-24 along with <b>Annexure A &amp; B</b>.</p> <p><b>Note:</b></p> <p>(i) Format for certificate from the CEO/CFO stating that the financial results of the Company of the preceding financial year have not been finalized or under audit as on the date of opening of Technical Bid is enclosed as <b>Annexure A</b> of the EOI documents.</p> <p>(ii) Format for certificate from the practicing Chartered Accountant certifying that the financial parameter of preceding financial year is not available is enclosed at <b>Annexure B</b> of the EOI documents.</p> <p>(iii) UDIN number should be mentioned in the CA certificates.</p>
<p><b>6.</b></p>	<p><b>Following to be made part of Tender Documents:</b></p> <ol style="list-style-type: none"> <li>1. Bidder must not be black listed by any government department / public sector undertaking / co-operative Unit.</li> <li>2. Bidder must not be delisted by any government department / public sector undertaking / co-operative Unit in the preceding two years, as on date of bid opening.</li> </ol>	<p>Self-declaration certificate on letter head for the same to be submitted.</p> <p><b>[format for the certificate is enclosed at Annexure-C of EOI document]</b></p>

**Note – All the CA certificates to be submitted by the bidders should be on the letter head of CA with a valid UDIN number and membership number of the CA firm.**

## Annexure-4

### Other Documents Required

**Ref. No. - HURL/HQ/CS579/NeemOil/EOI; Date: 03.06.2025**

<b>Sr. No.</b>	<b>Criteria</b>	<b>Documents to be Submitted</b>
1.	Financial Soundness of the Company: A Banker's Report issued by a Scheduled or Nationalized Bank, indicating the financial status and creditworthiness of the bidding agency.	A Banker's Report issued by a Scheduled or Nationalized Bank, clearly indicating the financial status of the bidding agency, must be submitted. The report should specifically include the following details: a) Average monthly financial transactions handled through the agency's accounts. b) Details of overdraft facilities, including: <ul style="list-style-type: none"><li>Overdraft limits sanctioned,</li><li>Utilization status, and</li><li>Overdrafts against pledge and hypothecation (to be indicated separately).</li></ul> c) Any other relevant financial information that reflects the agency's creditworthiness and financial health.
2.	Declaration on NCLT / NCLAT / DRT/ DRAT / COURT RECEIVERSHIP / LIQUIDATION.	Proforma for Declaration on NCLT / NCLAT / DRT/ DRAT / COURT RECEIVERSHIP / LIQUIDATION. ( <b><u>Annexure-D</u></b> )
3.	MSME - UDYAM certificate (If applicable) as per Sr. No. 10 of Annexure-2 (Vendor Application for Empanelment)	UDYAM certificate.
4.	Not Blacklisted / Delisted certificate as per Sr. No. 22 of Annexure-2 (Vendor Application for Empanelment).	<b><u>Annexure C</u></b> on letter head.
5.	Power of attorney as per Sr. No. 25 of Annexure-2 (Vendor Application for Empanelment)	Power of Attorney (on duly notarized stamp paper), Board Resolution (on the company's letterhead), or Letter of Authorization (on the company's letterhead), as applicable. Such documents should be duly signed by all Directors / the Company Secretary / Partners of the Company or Firm, or by a person duly authorized to issue the Power of Attorney.
6.	Details of sister companies as per Sr. No. 26 of Annexure-2 (Vendor Application for Empanelment)	Certificate from Practicing CA mentioning names of sister concerns and confirming that except the bidder other companies are not participating and have not been enlisted in the earlier EOIs floated by HURL. If the bidder has no sister concerns, then also bidder should furnish a Certificate from a Practicing CA certifying the same.

**Ref. No. - HURL/HQ/CS579/NeemOil/EOI; Date: 03.06.2025**

**Terms & Conditions of Empanelment**

(To be accepted and duly signed by authorized signatory)

**Period of Empanelment:**

The empanelment of vendors for supply of Neem Oil at various locations of HURL in India, will be valid for Three (03) years. However, applications will also be considered for pre-qualification / registration of vendors as per requirement of HURL at the time of issue of tender enquiry or any other time at the discretion of HURL.

**Other Terms & Conditions of Empanelment:**

- a) The applicants would not be entitled to claim any cost, charges or incidentals for or in connection with the preparation of and submission of their applications, though HURL may reject any or all the applications without assigning any reasons thereof or cancel this EOI for Empanelment.
- b) Pre-qualification is no guarantee for placement of orders. Orders will be placed on various vendors based on competitive price bid from the pre-qualified agencies, for which tender will be called from time to time as per HURL's requirement.
- c) HURL reserves the right to reject any or all the applications or withdraw this invitation without assigning any reason thereof. Decision of HURL in the matter shall be final and no correspondence shall be entertained from the applicants or any other agency subsequently. HURL has the liberty to include or delete vendors based on their performance, proven capability and for any other reason thereof.
- d) HURL reserve the right to postpone the closing date and / or time for submission of application of empanelment.
- e) Interested vendors are required to submit their complete filled application along with all supporting documents on the portal itself. The empanelment would be based on the vendors meeting the pre-qualifications criteria, other requirements detailed in the documents and assessment. Furnishing false/incomplete information or submitting applications not accompanied by required documents shall lead to summarily rejection of the application.
- f) Only Indian Manufacturers qualifying the pre-qualification criteria will be empanelled.
- g) HURL team reserves the right to visit the premises of the agency before and after the empanelment for the verification of the details furnished by the agency.
- h) The Neem oil should be manufactured as per BIS specification BIS 4765:1975 Rev 01 as revised up to date & in particular to specifications wherever duly altered/upgraded in NIT to be issued from time to time.
- i) The specifications may change as per requirement/BIS. The detailed specifications and other terms & conditions of supply will be available in NIT Documents, which will be issued at the time of inviting tenders.
- j) The Instruction to Bidders (ITB) & General Conditions of Contract (GCC) shall be issued along with the tender for procurement to be issued separately.
- k) The empanelment shall be carried out through submission of online applications only. No application in physical form will be accepted and any such application if received by HURL, will be outrightly rejected. Documents for empanelment can be downloaded from website of CPP **www.eprocure.gov.in**. Online Applications are to be submitted on website **www.eprocure.gov.in**.
- l) Interested Vendors can refer to guidelines provided on CPP portal for submission of their application online.

**ANNEXURE – 6 (GCC)**

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



**For Reference Only**

**GENERAL CONDITIONS OF CONTRACTS**  
**(GCC)**



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



		Services, exclusive of GST.
		<b>Effective Date</b> means the date on which this Contract comes into force pursuant to GCC Clause 15.
		<b>Foreign Currency</b> means any currency other than the currency of the Owner's country.
		<b>"Local Currency"</b> means the currency of the Government of India.
		<b>"Government"</b> means the Government of the Owner's country i.e., INDIA.
		<b>Party</b> means the Owner or the Contractor, as the case may be, and <b>"Parties"</b> means both of them. Third party means any party other than Owner and Contractor.
		<b>Personnel</b> means professionals and support staff provided by the Contractor or by any Sub-Contractor and assigned to perform the Services or any part thereof;
		<b>"Funds"</b> means any funds allocated to the Owner under Company budget, or loan, grants and credits placed at the disposal of the Owner.
		<b>Services</b> means the work to be performed by the Contractor pursuant to this Contract
		<b>Sub-Contractor</b> means any person or entity to whom/which part of the Services is sub-consulted.
		<b>"Engineer"</b> or <b>"Engineer-in-Charge"</b> or <b>"E.I.C."</b> 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. <b>"Engineer-in-Charge"</b> 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.
		<b>"Bill Of Quantity"</b> shall mean the priced and completed Bill of Quantity (BOQ) forming the part of the bid or such Bill of Quantity (BOQ) forming the part of the Contract, as the case may be, with amendments, if any, thereto.
		Throughout these Bidding Documents, the term "Bid" and "Tender" and their derivatives (Bidder/ Tenderer, Bidding / Tendering, Bidding Document/Tender Document, etc.); Bill of Quantity / Schedule of Quantity / Schedule of Quantities/ Bill of Quantities; Owner / Employer / HURL; Bid Security / Earnest Money Deposit; Security Deposit / Performance Security/ Performance Guarantee; Engineer-in-Charge / Engineer, appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other.





2	<b>Order of the precedence of the Documents</b>	<p>Subject to order of precedence listed below, all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.</p> <p>The order of precedence of documents shall be as under:</p> <ul style="list-style-type: none"> <li>a) Contract Agreement and the Appendices</li> <li>b) Purchase Order/Service Order along with its annexures.</li> <li>c) Amendment to Bidding Documents</li> <li>d) Special Conditions of Contract</li> <li>e) Technical Specifications including Scope of Work</li> <li>f) General Purchase Conditions</li> <li>g) The Bid and BOQ submitted by the Supplier</li> <li>h) Instructions to bidders</li> </ul> <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	<b>Singular and Plural</b>	<p>The singular shall include the plural and the plural the singular, except where the context otherwise requires.</p>
4	<b>Headings</b>	<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	<b>Communications and Notices</b>	<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</p>



		Party notice of such change to the address.
6	<b>Governing Laws</b>	<p>The Contract shall be governed by and interpreted in accordance with laws in force in India.</p> <p>The Courts of Delhi shall have exclusive jurisdiction in all matters arising under the Contract, unless otherwise stated in the SCC.</p>
7	<b>Governing Language</b>	<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	<b>Assignment</b>	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	<b>Authorized Representatives</b>	<p><b>Engineer-in-Charge</b></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	<b>Contractor's Authorised Representative</b>	<p><b>Contractor's Representative</b></p> <p>If the Contractor's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Contractor shall</p>

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

	<p>Contractor to submit to the concerned Indian authorities the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.</p> <p>It shall be incumbent upon the Contractor to obtain a registration certificate as a dealer under GST Law, and other law(s) relating to levy of tax, duty, cess etc. and necessary evidence to this effect shall be furnished by the Contractor to the Owner.</p> <p>The Contract Price (of both domestic and foreign Contractor) shall also be exclusive of GST applicable on services as per the rates prevailing as on seven (7) days prior to the date of Techno-Commercial bid opening. In case the Contractor is from outside India, who does not have any fixed establishment or permanent address in India, the GST shall be paid to the concerned Tax Authorities in India by the Owner and the same shall be recovered/ deducted from the Contractor.</p> <p>In case of any variation in the rate of GST during the period of Contract, an equitable amount shall be paid/ recovered from the Contractor to fully take into account any such change.</p> <p>If a new tax, duty, or levy is imposed or any rates of tax are increased or decreased under statute or law in India after the date seven (7) days prior to date of Techno-Commercial bid opening and the Contractor becomes liable there under to pay and actually pays the said new tax, duty or levy for bonafide use on the work contracted, the same shall be reimbursed/recovered to the Contractor.</p> <p>As regards Income Tax, Surcharge on Income Tax and other Corporate Taxes, including Cess wherever applicable, the Contractor shall be responsible for such payments to the concerned authorities.</p> <p>The Owner shall be entitled to make necessary tax deductions at source as per the prevalent laws. The Contractor shall be required to submit the PAN details before the submission of the first bill/invoice under the Contract.</p> <p>In case the Contractor is from outside India, it shall be required to either furnish (i) the certificate from Indian Tax Authority or (ii) Ruling from "the Authority for Advance Ruling (AAR)" determining the applicable rate of Income Tax in India before release of first payment.</p> <p>The Contractor shall himself be informed of all the applicable laws, notifications, rules, circulars, and other communications of the State or Central or other authorities with regard to levy of any tax, duty, cess, levy or fee etc., which in any manner may impinge upon him in performance of any obligations/responsibilities under or arising out of the Contract.</p> <p>Further in case of foreign Contractor, certain benefits of Income Tax may be available to him in his country under Double Taxation Avoidance Agreement (DTAA). While quoting for the assignment, the foreign Contractors are required to consider such benefits in their proposal.</p>
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14	<b>Effectiveness of Contract</b>	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	<b>Effective Date</b>	The date the Contract comes into effect shall be as specified in the SCC.
16	<b>Commencement of Services</b>	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	<b>Modifications or Changes or Amendment</b>	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	<b>Contract Price</b>	The Contract price, other than GST, shall remain FIRM throughout the contract period and will NOT be subject to adjustment for price escalation during the performance of the Contract until unless specified otherwise in the SCC.
19	<b>Severability</b>	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	<b>Standard of Performance</b>	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	<b>Conflict of Interests</b>	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	<b>Confidentiality</b>	The Owner and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data, and other information it receives from the Owner to the extent required for the

		Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this clause of GCC.
23	<b>Limitation of Liability</b>	<p>HURL shall in no way be responsible for any liabilities arising out of the Contractor's Contractual obligations with the Contractor's personnel, experts, engineers, sub-Contractors, licensors, collaborators, vendors, or subsidiaries. Similarly, the Contractor shall in no way be responsible for any liabilities arising out of HURL's personnel, sub-Contractors, licensors, collaborators, vendors, or subsidiaries.</p> <p>The Contractor and HURL both agree that each shall assume full risk of damages or injury to its own properties, employees and representatives caused by any act or omission to act by their respective employees or representatives, during the performance of this Contract.</p> <p>Except in cases of criminal negligence or wilful misconduct,</p> <p>(a) Neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and</p> <p>(b) The aggregate liability of the either party to the other party, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.</p> <p>Notwithstanding anything contained hereinabove, the aggregate liability of the Employer to the Contractor shall not exceed the Total Contract Price, less payments already released to the Contractor, if any.</p>
24	<b>Liability of the Contractor</b>	<p>The Contractor shall be, liable to and required to indemnify, the Owner as stated under for due performance of the Contract.</p> <p>The Contractor shall indemnify the Owner from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Owner during or in connection with the Services by reason of:</p> <p>(a) infringement or alleged infringement by the Contractor of any patent or other protected right; or</p> <p>(b) plagiarism or alleged plagiarism by the Contractor.</p> <p>The Contractor shall ensure that all goods and services (including without limitation all computer hardware, software, and systems) procured by the Contractor out of funds provided or reimbursed by the Owner or used by</p>



		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	<b>Insurance to be taken out by the Contractor</b>	<p>The Contractor</p> <p>(a) shall take out and maintain, and shall cause any Sub-Contractors to take out and maintain, at their (or the Sub-Contractors', as the case may be) own cost, but on terms and conditions approved by the Owner, during the performance of the Contract, the insurance against the risks, and for the coverage as specified in the SCC; and</p> <p>(b) at the Owner's request, shall provide evidence to the Owner showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.</p>
26	<b>Contractor's Actions Requiring Owner's Prior Approval</b>	<p>The Contractor shall obtain the Owner's prior approval in writing before taking any of the following actions:</p> <p>(a) any subcontract relating to the Services to an extent and, with such specialists and entities as may be approved as</p> <p>(b) any other action that may be specified in the SCC.</p> <p>Notwithstanding any approval as above, the Contractor shall remain fully liable for the performance of Services by the Sub-Contractor and its Personnel and retain full responsibility for the Services.</p>
27	<b>Assistance and Exemptions</b>	<p>The Owner shall use its best efforts to ensure the following:</p> <p>(a) To ensure the accuracy of all information and/or data to be supplied by the Owner to the Contractor necessary for performance of the Contract, except when otherwise expressly stated in the Contract.</p> <p>(b) issue to officials, agents, and representatives of the Owner all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.</p> <p>(c) provide to the Contractor, Sub-Contractors, and Personnel any such other assistance as may be specified in the SCC.</p>
28	<b>Payment Terms</b>	<p><b>General</b></p> <p>In consideration of the Services performed by the Contractor under this Contract, the Owner shall make to the Contractor such payments and in such manner as stated below:</p> <p>Payments will be made in the currency or currencies in which the Contract Price has been stated in the Contractor's bid i.e., INR.</p> <p>No payment made by the Owner herein shall be deemed to constitute acceptance of the Services nor relieve the Contractor of any obligations.</p> <p><b>Modes of Billing and Payment</b></p> <p>All the invoices of payment shall be supported by necessary Documents</p>

		<p>and submitted in quadruplicate for the certification of Engineer-in-Charge for which he will require a maximum time of fifteen (15) days before the same are submitted for processing the payment of amount admitted.</p> <p>The Owner shall pay to the Contractor all the admissible payments within thirty (30) days of certification of the Engineer-in-Charge of the amount payable for the services.</p> <p>Contractor shall furnish the details of Bank Account in the prescribed format along with Bid in order to facilitate the Owner to release Payments electronically through Electronic Fund Transfer system wherever technically feasible. The Contractor shall hold the Owner harmless &amp; Owner shall not be liable for any direct, indirect, or consequential loss or damage sustained by the Contractor on account of any error in the information or change in Bank details provided to the Owner in the prescribed form without intimation to Owner duly acknowledged.</p>
29	<b>Early Warning</b>	<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	<b>Extension of the Intended Completion Date</b>	<p>In the event the Contractor is unable to complete the assignment by the Intended Completion Date it may request the Owner to extend the Intended Completion Date giving reasons. The Owner may extend the Intended Completion Date if the reasons given by the Contractor, including prior review where necessary, are found acceptable. The Owner shall, however, decide by how much to extend the Intended Completion Date.</p>
31	<b>Good Faith</b>	<p>The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.</p>
32	<b>Liquidated Damage (LD) for Delay</b>	<p>The timely delivery of the material/services is the essence of the contract. In the event of Supplier's failure to deliver the material / services or fails to perform the incidental Works/ Services of acceptable quality within the stipulated delivery period, the liquidated damages are payable by the Supplier / Contractor @ ½% percent of the delivered price of the delayed material / Services and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 5% of the delayed materials / Services' or incidental Works/ Services' contract price(s). However, the total liability of the Supplier / Contractor under this clause shall not exceed 5% of the Total contract value as awarded.</p> <p>In case of amendment in the contract value, the limiting value of the</p>



		<p>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 Supplier/Contractor under this or any other contract with the Owner.</p>
33	<b>Change in laws and regulations</b>	<p>If, after the date seven (7) days prior to the last date of Bid submission, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to items in respect of both direct transactions between the Employer and Supplier.</p>
34	<b>Performance Security</b>	<p>Within thirty (30) days of the receipt of Purchase Order/Service Order from the Employer, the contractor shall furnish the Contract Performance Guarantee (CPG), if applicable, for the due performance of the Contract for ten percent (10%) of the Contract Price with an initial validity up to ninety (90) days beyond the completion date for work plus defect liability period (if any), for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer as mentioned below.</p> <p>CPG may be submitted in any of the following forms:</p> <ol style="list-style-type: none"> <li>crossed Demand Draft / Bankers cheque drawn in favour of HURL Payable at New Delhi.</li> <li>An irrevocable Bank Guarantee as per the HURL standard format from any Nationalized bank / Scheduled Bank as acceptable to HURL as per list enclosed.</li> </ol> <p>Failure of the supplier to submit the above-mentioned Contract Performance Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p> <p>No interest shall be payable by the Employer to the Contractor against the Security Deposit furnished.</p> <p>Performance Security shall be returned after Certification of completion of work by EIC. However, the contractor will have to apply in writing, for refund of the same.</p>
35	<b>Force Majeure</b>	<p>Neither CONTRACTOR nor OWNER shall be considered in default in the performance of their obligations under CONTRACT, as long as such performance is prevented or delayed for reasons such as, including but not limited to, whether similar or dissimilar, acts of God, earthquake, tidal wave, tsunami, hurricane, storm, typhoon or cyclone (except monsoon), floods, lightening, land slide, fire or explosions, plague or epidemic, strikes of a whole National category of workers and concerted act of workmen or</p>

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.

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

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

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

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

		<p>Delay or non-performance by a party hereto caused by the occurrence of any event of FORCE MAJEURE shall not:</p> <p>(a) Constitute a default or breach of the CONTRACT,</p> <p>Or</p> <p>(b) Give rise to any claim for damages or additional cost or expense occasioned thereby, if such delay or non-performance is caused by the occurrence of any event of FORCE MAJEURE. FORCE MAJEURE conditions are not payable under any circumstances.</p> <p>Force Majeure is no one's fault, therefore each party should bear its own cost and a provision to terminate the CONTRACT in case of Force Majeure extending beyond six (06) month is provided. Should OWNER wish the CONTRACTOR to continue further, both parties may sit together and mutually agree on the future course failing which Parties will have the right to terminate. Such termination shall not be considered as Termination for Owner's Convenience. However, outstanding invoices, payment for supplies made and payment to the work already performed will be paid by OWNER on such termination and shall be detailed at the time of CONTRACT finalisation. CONTRACTOR shall have the right to take action to mitigate the impact of the prolonged Force Majeure event in mutual consent with Owner.</p> <p>FORCE MAJEURE shall not apply to any obligation of the OWNER to make payments to the CONTRACTOR under the contract.</p>
36	<b>No Breach of Contract</b>	<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	<b>Measures to be Taken on Force Majeure</b>	<p>A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor, upon instructions by the Owner,</p>

		<p>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	<b>Suspension</b>	<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> <ol style="list-style-type: none"> <li>On account of any default on part of the Contractor.</li> <li>for proper execution of the Works or part thereof for reasons other than the default on the part of the Contractor.</li> <li>for safety of the Works or part thereof, for reasons other than those attributable to the Contractor.</li> </ol> <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	<b>Termination for Default</b>	<p>The Owner or the Contractor, without prejudice to any other remedy for breach of Contract, by notice of default sent to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of contract. In such an occurrence one party shall give not less than thirty (30) days' written notice of termination to the other party.</p> <p>Fundamental breaches of the Contract shall include but shall not be limited to, the following:</p> <p>(a) If the Contractor fails to remedy a failure in the performance of their</p>

		<p>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:</p> <p>"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Owner and includes collusive practice among Contractors (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition.</p>
40	<b>Termination for Insolvency</b>	<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	<b>Termination for Convenience</b>	<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</p>

		amount to be paid to the Supplier under this Order/Contract.
42	<b>Termination because of Force Majeure</b>	The Owner and the Contractor may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
43	<b>Cessation of Services</b>	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	<b>Payment upon Termination</b>	Upon termination of this Contract pursuant to GCC Clauses 39 to 42, the Owner shall make the payments to the Contractor for Services satisfactorily performed prior to the effective date of termination.
45	<b>Disputes about Events of Termination</b>	<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	<b>Settlement of Disputes</b>	<p><b>Mutual Discussion</b></p> <p>Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties and so notified in writing by either Party to the other Party (the "Dispute") shall in the first instance, be attempted to be resolved amicably by mutual consultations between the Parties within a period of 30 days. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.</p> <p><b>Arbitration</b></p> <p>If either the Owner or the Contractor is dissatisfied with the mutual discussion, or if the mutual discussion fails to arrive at a decision within thirty days (30) days of a dispute being discussed, then either the Owner or the Contractor may, within fifty-six (56) days of such reference, give notice to the other party, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>Any dispute in respect of which a notice of intention to commence</p>



		<p>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"> <li>a) President, Institution of Engineers in case of an Indian Contractor.</li> <li>b) President, International Chambers of Commerce, Paris in case of a Foreign Contractor.</li> </ul> <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> <ul style="list-style-type: none"> <li>(i) in accordance with the following rules of procedure: <ul style="list-style-type: none"> <li>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.</li> <li>b) In case of an Indian Contractor, adjudication/Arbitration proceedings shall be conducted in accordance with Indian Arbitration and Conciliation Act 1996. In case the Indian Contractor is an Indian Public Sector Enterprise/Government Department (but not a State Govt. Undertaking or Joint Sector Undertaking which is not a subsidiary of Central Govt. Undertaking), the dispute arising between the Owner and the Contractor shall be referred for resolution to a Permanent Arbitration Machinery (PAM) of the Department of Public Enterprises, Government of India.</li> <li>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.</li> </ul> </li> </ul>
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		<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	<b>Fraud Prevention Policy</b>	<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 <a href="http://www.hurl.net.in">http://www.hurl.net.in</a>.</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	<b>Risk purchase</b>	<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>

<b>IMPORTANT NOTE</b>	<p><b>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.</b></p>
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**ANNEXURE – 6 (ITB)**

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



***INSTRUCTIONS TO BIDDERS***  
***(ITB)***



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

		<p>Entrepreneurs. If yes, please attach relevant certificate issued by authorities concerned. However, HURL reserve the right to cancel the order (if any) and blacklist/debar a firm in case it is determined that the firm benefitted wrongly from the Public Procurement Policy.</p> <p>Further, in case of tenders where splitting of quantity is possible, participating MSEs quoting price within price band of L1 + 15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 percent of total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity).</p> <p>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:</p> <ol style="list-style-type: none"> <li>Award shall be given to L1 bidder if L1 bidder is an MSE.</li> <li>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.</li> <li>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.</li> </ol> <p>MSEs seeking exemption and benefits should enclose/upload in e-tender portal an attested/self-certified copy of following registration certificate as a part of his bid, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.</p> <ol style="list-style-type: none"> <li>Ministry of MSME vide Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 had notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified, form and procedure for filing the memorandum (Udyam Registration) w.e.f. 01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e. <a href="https://msme.gov.in/">https://msme.gov.in/</a>) Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs- 2012</li> <li>In case of upward re-classification of category, Enterprises shall be extended the non-tax benefits in accordance with sub-paragraph (5) of paragraph 8 of Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 read in conjugation with MSME notification no. CG-DL-E-18102022-239737 dated 18<sup>th</sup> Oct 2022 and</li> </ol>
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		any other relevant govt notifications issued from time to time. Vendors seeking such benefits must submit documents in support of their claims along with the bid, failing which benefit shall not be extended.
<b>5.0</b>	<b>Cost of Bidding</b>	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.
<b>6.0</b>	<b>Clarification on Bidding Documents</b>	<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>
<b>7.0</b>	<b>Corrigendum / Amendment to Bidding Documents</b>	<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>
<b>8.0</b>	<b>Language of Bid</b>	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.
<b>9.0</b>	<b>Bid Proposal</b>	Bid shall be complete in all respects and shall be submitted with requisite information and Attachments. It shall be free from any

		<p>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	<b>Documents Comprising the Bid</b>	<p>The Bid shall comprise of following components:</p> <p><b>Technical Bid:</b></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"> <li>a) Techno Commercial Proposal Bid Form.</li> <li>b) Power of Attorney as per requirement mentioned in NIT.</li> <li>c) Proof for payment of Earnest Money Deposit (EMD) / MSE Certificate for exemption of EMD.</li> <li>d) Certificates like GST No., PAN No., UDYAM etc.</li> <li>e) Format for Electronic Payment and a Copy of Cancelled Cheque.</li> <li>f) Tender Acceptance Letter &amp; Letter of Authorization to submit bid.</li> <li>g) Documents as required in accordance with Qualifying Requirements / Pre-Qualification Criteria (PQC).</li> <li>h) No Deviation Certificate.</li> <li>i) Certificate from CEO or Managing Director or Legally Authorized Signatory, in the format as enclosed with the Bidding Document certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof. However, if at any point of time the declarations given in bid are found to be incorrect, HURL shall have the full right to terminate the contract and take any action as per provisions of contract including forfeiture of EMD/Security Deposit.</li> <li>j) Acceptance of Fraud Prevention Policy of HURL.</li> <li>k) Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India.</li> <li>l) Declaration on Local Content (Preference to Make in India).</li> <li>m) Signed and stamped copy of Technical Specifications (Section V of Tender Document)</li> <li>n) Any other document asked for in the Bidding Documents.</li> </ul> <p><b>Price Bid:</b></p> <p>The Price bid is to be submitted in the BOQ provided in the Tender at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>.</p> <p>Bidders are advised to fill the BOQ and upload the same on the portal. Bidder should not tamper/modify download price bid</p>



		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.
<b>11.0</b>	<b>Bid Prices</b>	<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 &amp; 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>
<b>12.0</b>	<b>Price Basis</b>	Bidders are required to quote price on the price basis as per Scope of Work / stipulated in the SCC.
<b>13.0</b>	<b>Bid Currencies</b>	All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the Special Conditions of Contract, on <b>FIRM</b> price basis and to remain valid during the currency of the Contract.
<b>14.0</b>	<p><b>EARNEST MONEY DEPOSIT (EMD) / BID SECURITY / GUARANTEE:</b></p> <p>i. The Bidder shall furnish, as part of his bid, an Earnest Money Deposit in the amount as stipulated in NIT/IFB/Tender Enquiry, in a separate envelope (in case paid in modes other than on-line payment) superscribed on the top as under:</p> <p><b>"ORIGINAL EARNEST MONEY DEPOSIT FOR NIT NO. ....DATED..... FOR ..... (NAME OF PACKAGE) ..... DUE ON ..... (DATE OF BID OPENING) FROM ..... (NAME OF THE BIDDER)."</b></p> <p>ii. The Earnest Money Deposit (EMD) shall, at Bidders option, be submitted in the following forms:</p> <p>a) electronically by RTGS / NEFT in the account of HURL details as given in subsequent paragraphs</p> <p>or</p> <p>b) in the form of Demand Draft in favour of <i>Hindustan Urvarak &amp; Rasayan Limited</i>, Payable at New Delhi.</p> <p>or</p> <p>c) in the form of an irrevocable bank guarantee.</p> <p>The format of Bid Guarantee (BG) towards EMD shall be in accordance with the form of EMD included in the bidding documents (Annexure 8 of Section VI (Forms and Procedures)). The BG towards EMD shall remain valid for a period of forty-five (45) days beyond the original Bid validity period or beyond any extension in the period of Bid validity subsequently requested from any Scheduled / Commercial Bank recognised by Reserve Bank of India. The Bank Guarantee Verification Checklist duly filled in as per format given in the Bidding Documents is also to be submitted. Bidder shall ensure that all the points of check list are</p>	



replied in "Yes".

iii. Wherever Bids under Joint Venture route is 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 Earnest Money Deposit.

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

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

viii. RTGS / NEFT details of HURL as under:

Account Name: Hindustan Urvarak & Rasayan Limited

Account no: 00000038863886798

IFSC code: SBIN0004803.

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

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

**Exemption from submission of EMD:**

Micro and Small Enterprises (MSEs) bidders are exempted from submission of EMD as



		<p>per provisions at clause 4.0 above.</p> <p>Any bidder seeking EMD exemption <b>must</b> mention the same in the on-line bid under EMD Offline payment by selecting the correct option and also upload the exemption document (MSME certificate). In case a Bidder, who is seeking exemption, does not request for exemption in the online bid under EMD details and/or does not submit the document, then the bidder shall liable to be rejected.</p>
15.0	<b>Performance Security / Performance Bank Guarantee (PBG)</b>	<p>Within thirty (30) days of the receipt of Purchase Order/Service Order from the Employer, the contractor shall furnish the Contract Performance Security / Guarantee, for the due performance of the Contract for the value equivalent to 10 % of the contract price (excluding GST amount) with an initial validity up to ninety (90) days beyond the completion date for work plus defect liability period (if any), for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer.</p> <p>Performance Security / Performance Bank Guarantee (PBG) may be submitted in any of the following forms:</p> <ol style="list-style-type: none"> <li>electronically by RTGS / NEFT in the account of HURL details of which are given in bidding document. OR,</li> <li>in the form of Demand Draft in favour of Hindustan Urvarak &amp; Rasayan Limited, Payable at New Delhi. OR,</li> <li>in the form of an irrevocable bank guarantee in accordance with the form of included in the bidding documents (<b>Annexure 9</b> of Section VI (Forms and Procedures)) from any Nationalized bank / Scheduled Bank recognized by Reserve Bank of India.</li> </ol> <p>Failure of the supplier to submit the above-mentioned Performance Security / Performance Bank Guarantee (PBG) shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p> <p>No interest shall be payable by the Employer to the Contractor against the Security Deposit furnished.</p> <p>Performance Security shall be returned after Certification of completion of work and Defect Liability period (if any) by EIC. However, the contractor will have to apply in writing, for refund of the same.</p>
16.0	<b>Confirmation of BGs through Structured Financial Messaging System (SFMS)/SWIFT</b>	<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><b>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.</b></p> <p><u>Name of Beneficiary of Bank Guarantee:</u></p> <p>Name of the Bank: <b>State Bank of India</b></p>



		<p>Account Name-Hindustan Urvarak &amp; Rasayan Limited</p> <p>Account no-00000038863886798</p> <p>IFSC code- SBIN0004803.</p> <p>Secured Message Type-SBININBB102</p> <p>In case of submission of EMD in the form of Bank Guarantee, bidders are requested to provide the Details like Bank Name, Branch address, IFSC code and Branch E-mail Id of BG issuing Branch on EMD submission covering letter</p>
17.0	<b>Ineligibility For Future Tenders</b>	<p>Notwithstanding the provisions regarding forfeiture of Earnest Money Deposit specified above, if a bidder after having been issued the Purchase Order/Contract, either does not accept the Purchase Order/Contract or does not submit an acceptable Performance Security and which results in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of the particular package.</p> <p>If a bidder after opening of tenders where EMD is 'NIL/Not applicable' or exempted for bidders as per policy guidelines, withdraws its offer within the validity period of the offer, then such bidder shall be treated as ineligible for participation in the future tenders issued from HQ for a period of 6 months from the date of withdrawal of the bid.</p> <p>If a bidder after having been issued the Notification of Award/Purchase Order of a package where EMD is 'NIL/Not applicable' or exempted for bidder as per policy guidelines, either does not accept the Notification of Award/Purchase Order or does not submit an acceptable Performance Security pursuant to ITB Clause titled 'Performance Security', and which result in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of this particular package.</p>
18.0	<b>Period of Validity of Bids (Techno-Commercial Bid and Price Bid)</b>	<p>Bids shall remain valid for a period of 180 days from the closing date prescribed by EMPLOYER for the receipt of bids, unless otherwise specified in Special Conditions of Contract (SCC). A bid valid for a shorter period shall be rejected by EMPLOYER as being non-responsive.</p> <p>In exceptional circumstances, EMPLOYER may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing by post or email or by telefax followed by post confirmation. If a Bidder accepts to extend the period of bid validity, the validity of Earnest Money Deposit shall also be suitably extended. A Bidder may refuse the request without forfeiting its Earnest Money Deposit. A Bidder granting the request will not be required nor permitted to modify its bid.</p>
19.0	<b>Nil Deviation</b>	<p><b>No deviation, whatsoever, is permitted by EMPLOYER to any provision of Bidding Documents.</b> 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</p>



		<p>Bidding Documents as per Certificate at Annexure 4 of Section VI (Forms and Procedures).</p> <p>In case the Products and/or Services offered do not meet the technical requirements, the bid shall be rejected as Technically non-responsive.</p> <p>Bidders may note that in case the Bidder refuses to withdraw additional conditions/deviations/variations/exception, implicit or explicit, found anywhere in the techno-commercial bid, the bid shall be rejected as Technically non-responsive.</p> <p>Bidders may also note that any deviation/variation in any form in the Price Bid shall result in forfeiture of EMD.</p>
<b>20.0</b>	<b>Format and Signing of Bid</b>	<p>The bid including all documents uploaded in the on-line bid shall be digitally certified by a duly authorised representative of the Bidder to bind him to the contract using Class II or Class-III digital signature (in the name of designated individual with Organisation name). The Digital Signature shall be as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI) namely Controller of Certifying Authorities (CCA) of India.</p> <p>Notarised copy of an authorisation letter/power of attorney indicating that the person signing the bid has the authority to sign the bid is to be uploaded as part of the Techno-commercial Bid. Whenever required by HURL, bidders may have to submit the above notarized authorisation letter/power of attorney in physical form.</p>
<b>21.0</b>	<b>Submission of Bids</b>	<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>
<b>21.1</b>	<b>PHYSICAL BID</b>	
	<b>EMD</b>	<p>The Bidder shall furnish, as part of his bid, an Earnest Money Deposit in the amount as stipulated in NIT/IFB/Tender Enquiry, in a separate envelope (in case paid in modes other than on-line payment) superscribed on the top as under:</p> <p><b><i>“ORIGINAL EARNEST MONEY DEPOSIT FOR NIT NO. ....DATED..... FOR ..... (NAME OF PACKAGE) ..... DUE ON ..... (DATE OF BID OPENING) FROM ..... (NAME OF THE BIDDER).”</i></b></p>
<b>21.2</b>	<b>ON-LINE</b>	<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>
<b>21.2.1</b>	<b>Techno-Commercial Bid</b>	

(A)	<b>COVER TYPE – FEE</b>	MSEs seeking exemption and benefits should enclose/upload in e-tender portal an attested/self-certified copy of registration certificate as a part of his bid, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
(B)	<b>COVER TYPE – TECHNICAL</b>	<p>The bidders shall upload documents in compliance to the Bidding Documents.</p> <p>The following documents are to be furnished by the Bidder as part of the Technical Bid:</p> <ol style="list-style-type: none"> <li>Techno Commercial Proposal Bid Form (Enclosed as <b>Annexure-1</b> to Forms and Procedures i.e., Section VI).</li> <li>Power of Attorney as per requirement mentioned in NIT.</li> <li>Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD) as per format enclosed at <b>Annexure-13</b> of Section VI (Forms &amp; Procedures) of the Bidding documents / MSE Certificate for exemption of EMD.</li> <li>Signed, Stamped and Scanned copy of Certificates like GST No., PAN No., UDYAM etc.</li> <li>Signed, Stamped and Scanned copy of Format for Electronics Payment (Enclosed as <b>Annexure-2</b> to Forms and Procedures i.e., Section VI) and a copy of cancelled cheque.</li> <li>Signed, Stamped and Scanned copy of Tender Acceptance Letter &amp; Letter of authorization to submit bid (Enclosed as <b>Annexure-3</b> to Forms and Procedures i.e., Section VI)</li> <li>Documents as required in accordance with Qualifying Requirements / Pre-Qualification Criteria (PQC) i.e., <b>Clause 6 of NIT</b>.</li> <li>Signed, Stamped and Scanned copy of No deviation Certificate (Enclosed as <b>Annexure-4</b> to Forms and Procedures i.e., Section VI)</li> <li>Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director or Legally Authorized Signatory, in the format as enclosed as <b>Annexure-5</b> to Forms and Procedures i.e., Section VI to Bidding Document shall be furnished certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof.</li> <li>Signed, Stamped and Scanned copy of Form of Acceptance of Fraud Prevention Policy of HURL (Enclosed as <b>Annexure-6</b> to Forms and Procedures i.e., Section VI).</li> <li>Signed, Stamped and Scanned copy of Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India. (Enclosed as <b>Annexure-7</b> to</li> </ol>



		<p>Forms and Procedures i.e., Section VI).</p> <p>l) Signed, Stamped and Scanned copy of Declaration on Local Content (Preference to Make in India). (Enclosed as <b>Annexure-14</b> to Forms and Procedures i.e., Section VI).</p> <p>m) <b>Signed and stamped copy of Technical Specifications (Section V of Tender Document).</b></p> <p>n) Any other document asked for in the Bidding Documents.</p> <p><b>Note: -</b></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. <b>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.</b></p> <p>Checklist of documents to be submitted is enclosed as Annexure-1 to ITB.</p>
21.2.2	<b>Price Bid</b> (COVER TYPE FINANCE)	<p>The Price bid is to be submitted in the BOQ provided in the Tender at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>.</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><b>Bidders shall necessarily submit the prices on-line in the Bill of Quantity (BOQ) only.</b></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 &amp; 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>
	<b>Documents to be uploaded in the format stipulated in the tender (online).</b>	
	<b>Note:</b>	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.
<b>22.0</b>	<b>Deadline for Submission of Bids</b>	<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 <b>before</b> the last date &amp; 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>
<b>23.0</b>	<b>Modification and Withdrawal of Bids</b>	<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>
<b>24.0</b>	<b>Opening of Bids</b>	
	<b>Techno-Commercial Bid Opening</b>	<p>The Employer will first open the Techno-Commercial Bid on the date and at the place specified in the tender enquiry/NIT. In the event of the specified date for the opening of bids being declared a holiday for EMPLOYER, the bids will be opened at the appointed time on the next working day. All important information and other such details as EMPLOYER, at its discretion, may consider appropriate, will be announced at the opening.</p> <p>Technical Bid shall be opened for evaluation.</p> <p>In case of Single Stage Two Envelope bidding, the Price Bid will remain unopened and the date and time for opening of price bids shall be intimated separately on the CPP website by EMPLOYER after completion of evaluation of Techno-Commercial Bids.</p>





	<b>Price Bid Opening</b>	<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 &amp; 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><b>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.</b></p>
<b>25.0</b>	<b>Clarification on Bids</b>	<p>During bid evaluation, EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to the Purchase Orders/Contracts executed declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT/IFB. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid including substitution of Purchase Orders/Contracts executed in the bid by new/additional Purchase Orders/Contracts executed for conforming to Qualifying Requirement shall be sought, offered or permitted.</p> <p>For this purpose, only 1 chance, shall be given. However, if after review, the employer considers further clarification is required, bidders may be given one more opportunity to submit further clarifications/ documents on the documents/ clarifications already submitted. If the techno-commercial acceptability of bidder is established upon verification of documents including clarifications submitted, the case shall be considered for further processing. If the bidder happens to be defaulter upon verification of the documents or has not uploaded the required document within the mentioned time frame his bid would be analyzed based on the uploaded documents and if found not in order as per requirement, would be outrightly rejected.</p>
<b>26.0</b>	<b>Preliminary Examination of Techno-Commercial Bids</b>	<p>EMPLOYER will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.</p> <p>Prior to the detailed evaluation, the Employer will determine whether the bid is of acceptable quality, is generally complete and is substantially responsive to the bidding document. For purpose of this determination, a substantially responsive bid is one that conforms to all the terms,</p>

		<p>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"> <li>(i) that effects in any substantial way the scope quality or performance of the contract.</li> <li>(ii) that limits in any substantial way inconsistent with the bidding document the Employers right or the successful bidder's obligation under the contract or</li> <li>(iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.</li> </ul> <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>
<b>27.0</b>	<b>Evaluation Of Techno-Commercial Bids</b>	<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 &amp; scope work, shall be rejected.</p>
<b>28.0</b>	<b>Preliminary Examination of Price Bid</b>	<p>The Employer will examine the Price bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.</p> <p>In case any additional conditions/deviations/exceptions/implicit or explicit, is found anywhere in the Price bid, the Earnest Money Deposit shall be forfeited.</p>
<b>29.0</b>	<b>Discrepancies in Bid</b>	<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> <ul style="list-style-type: none"> <li>a) In case of discrepancy between unit price in figures and words, the</li> </ul>

		<p>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>
<b>30.0</b>	<b>Evaluation Criteria</b>	<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>
<b>31.0</b>	<b>Evaluation of Bids</b>	<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"> <li>• The bid price as quoted as per Bill of Quantity (BOQ)</li> <li>• Price adjustment for correction of discrepancy.</li> <li>• Price adjustment due to Price Preference, pursuant to ITB clause 4.0, if applicable</li> <li>• Price adjustment due to Price Preference due to any other condition specified in Special Purchase Condition.</li> <li>• Price adjustment due to application of the evaluation criteria.</li> </ul>
<b>32.0</b>	<b>Contacting the Employer</b>	<p>Subject to ITB clause 25.0 above, no Bidder shall contact the Employer on any matter relating to its bid, from the time of the opening of Bids to the time the contract is awarded.</p> <p>Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.</p>
<b>33.0</b>	<b>Employer's Right to Accept Any Bid and to Reject Any or All Bids</b>	<p>The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder(s) of the grounds for the Employer's action.</p>
<b>34.0</b>	<b>Award Criteria</b>	<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>

		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.
<b>35.0</b>	<b>Construction of Contract</b>	<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>
<b>36.0</b>	<b>Notification of Award</b>	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).
<b>37.0</b>	<b>Corrupt or Fraudulent Practices</b>	<p>Employer requires that Bidders, Contractors and Suppliers observe the highest standard of ethics during the procurement and execution of the contracts. In pursuance of this policy, Employer:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;</p> <p>(b) will reject a bid for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract of the Employer.</p>
<b>38.0</b>	<b>Fraud Prevention</b>	The Bidders/ Service Providers/ Vendors/ Consultants etc. shall strictly adhere to the Fraud Prevention Policy of HURL displayed on its website

	<b>Policy</b>	<p><a href="http://www.hurl.net.in">http://www.hurl.net.in</a> 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>
<b>39.0</b>	<b>Indian Agents</b>	<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>
<b>40.0</b>	<b>Transfer of Bid Documents</b>	<p>a. Transfer of Bidding documents is not permissible.</p> <p>b. Documents purchased / downloaded by the intending bidders cannot be transferred.</p>
<b>41.0</b>	<b>Restrictions on procurement from a Bidder of a country which shares a land border with India</b>	<p>i. Any Bidder (including its Collaborator/Associate/DJU Partner/JV partner/Consortium Member/Assignee, wherever applicable) from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority.</p> <p>Such registration should be valid for the entire period of bid validity or any extension thereof. However, in case the validity period of registration is less than bid validity period, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids, failing which the bid shall be rejected.</p> <p>Further the successful bidder shall not be allowed to sub-contract works to any "Sub-contractor" from a country which shares a land border with India unless such Sub-contractor is registered with the competent Authority as mentioned in SCC.</p> <p>However, the said requirement of registration will not apply to bidders/sub-contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs.</p> <p>ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency,</p>

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



## Annexure-1 to ITB

### Checklist of documents to be submitted:

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





13	<b>Signed and stamped copy of Technical Specifications (Section V of Tender Document).</b>	
14	Any other document asked for in the Bidding Documents.	

**Note:** Failure to Upload Authentic and Correct Documents as mentioned at Sr. No. 1 to 14 (except Sr. No. 5) above would lead to Rejection of Techno- Commercial Bid. Price Bids shall be opened only of those bidders who are qualified and whose techno-commercial bids are acceptable.

For Reference Only



## Annexure 2 to ITB

A	<b>Instructions for Online Bid Submission</b>	<p>The bidders are required to submit their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bidsonline on the CPP Portal.</p> <p>More information useful for submitting online bids on the CPP Portal may be obtained at: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>.</p> <p><b>1.0 REGISTRATION</b></p> <p><b>1.1</b> Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.</p> <p><b>1.2</b> 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><b>1.3</b> 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><b>1.4</b> 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><b>1.5</b> 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><b>1.6</b> 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><b>2.0 SEARCHING FOR BIDDING DOCUMENTS</b></p> <p><b>2.1</b> 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><b>2.2</b> Once the bidders have selected the tenders they are</p>
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		<p>interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the Bidding Document.</p> <p><b>2.3</b> 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><b>3.0 <u>PREPARATION OF BIDS</u></b></p> <p><b>3.1</b> Bidder should take into account any corrigendum published on the Bidding Document before submitting their bids.</p> <p><b>3.2</b> 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><b>3.3</b> 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><b>4.0 <u>SUBMISSION OF BIDS:</u></b></p> <p><b>4.1</b> 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><b>4.2</b> The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Bidding Document.</p> <p><b>4.3</b> Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.</p> <p>Bidder should prepare the EMD as per the instructions specified in the Bidding Document. In case the EMD is submitted through DD/BG, the original should be posted/couriered/given in person to the concerned official, so as that it reaches to the concerned official latest by the last date and time of bid submission or as specified in the Bidding Documents.</p> <p><b>4.4</b> 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</p>
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		<p>standard BOQ format with the Bidding Document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the blue colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.</p> <p><b>4.5</b> 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><b>4.6</b> 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><b>4.7</b> 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><b>4.8</b> The uploaded Bidding Documents become readable only after the tender opening by the authorized bid openers.</p> <p>Upon the successful and timely submission of bids (i.e., after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message &amp; a bid summary will be displayed with the bid no. and the date &amp; time of submission of the bid with all other relevant details.</p> <p><b>4.9</b> 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><b>4.10</b> 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><b>4.11</b> The Bidder is permitted to withdraw his Bid before the last</p>
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		<p>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><b>4.12</b> During bid evaluation, EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to the Purchase Orders/Contracts executed declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT/IFB. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid including substitution of Purchase Orders/Contracts executed in the bid by new/additional Purchase Orders/Contracts executed for conforming to Qualifying Requirement shall be sought, offered or permitted.</p> <p>For this purpose, only 1 chance, shall be given. However, if after review, the employer considers further clarification is required, bidders may be given one more opportunity to submit further clarifications/ documents on the documents/ clarifications already submitted. If the techno-commercial acceptability of bidder is established upon verification of documents including clarifications submitted, the case shall be considered for further processing. If the bidder happens to be defaulter upon verification of the documents or has not uploaded the required document within the mentioned time frame his bid would be analyzed based on the uploaded documents and if found not in order as per requirement, would be outrightly rejected.</p>
B.	<b>Reverse Auction</b>	<p>Procedure in submission of bids by the bidders during Reverse/Forward auction online.</p> <ul style="list-style-type: none"> <li>➤ Bidders shall login using their login ID &amp; Password and then using DSC.</li> <li>➤ Click on My Auctions button given in left side of page, to view Action details for which Techno-Commercially qualified.</li> <li>➤ For participating in Live Auction, <ul style="list-style-type: none"> <li>a) Click on Live Auction Button.</li> <li>b) Click on View button to participate in interested Auction.</li> <li>c) There is List of qualified Lots in which Bidder can participate against selected Auction.</li> <li>d) Click on Hammer Icon to participate in the respective lot.</li> <li>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.</li> <li>f) Enter your Price in 'My Auction Price' in multiples of</li> </ul> </li> </ul>

		<p>decremental (incremental) value up to above (below) Max Seal % value, and then sign it digitally by clicking on Sign Icon and Clickon submit button.</p> <p>g) System will show your Latest Value / Price Quoted and system will also show LeastAmount/ Rate which any Bidder would have quoted.</p> <p>1. Tender Cum Auction is a combination of Tender Followed by Reverse Auction. It is also called as eRA.</p> <p>Subsequently, Reverse Auction will be conducted amongst techno-commercially qualified / approved bidders after Opening of Financial/Price Bids' online.</p> <p>The Reverse Auction will be normally initiated after Opening of Price Bids. There will be no participation fees for Auction. Only such bidders - who have been found techno-commercially qualified as per requirements of the tender will be permitted to participate in the Reverse Auction.</p> <p>After opening of the price (financial) bids, System displays L1 price based on either over all basis or item wise/lot basis automatically. Using this system provided price, which would be auction start price procuring entity will create Reverse Auction and publish the same.</p> <p>The Techno-commercially qualified bidders will receive Auction information through SMS &amp; email. The participating bidders get an opportunity to revise their prices (reduce in case of Reverse Auction). It allows bidders multiple opportunities to offer a price.</p> <p>2. The lowest value quoted by the bidder will become the auction start price for auction and the participant bidders have to quote below the auction price.</p> <p>3. The Bidder would be allowed to bid lower than the opening price of auction in multiples of the decrement value mentioned in <b>para 5</b>. However, bidder can only bid lower than the Lowest Bid.</p> <p>4. The auction will be done on bid value (to be provided by bidder) which will be derived based upon cost as mentioned in para below. It is inclusive of any taxes, etc.</p> <p>5. The minimum decrement value will be Rs. 10,000.00 as mentioned in <b>clause VII</b> below. The reduction shall have to be made as per decrement value or in multiple thereof.</p> <p>6. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:</p> <ul style="list-style-type: none"> <li>a) Current Bid Price in the Auction.</li> <li>b) Start Price.</li> <li>c) Decrement value.</li> </ul>
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		<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> <p>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 %.</p> <p><b>For example:</b></p> <p>Current price: - Rs. 4,90,000 Decrement value: - Rs. 10000  System Defined Maximum Seal %: - 50, in this case a bidder can quote minimum decrement amount as Rs 4,90,000-10,000= Rs. 4,80,000 and maximum decrement amount is 490000-245000-10000=235000=240000*.</p> <p>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.</p> <p>9. The evaluation criteria are based on Price alone in auction. The Bidder who quotes the lowest evaluated Price is determined as the lowest bidder.</p> <p>10. System protects bid and bidder information till auction gets over and displays current L1 price to the bidder.</p> <p>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.</p> <p>12. The log details of the entire reverse auction process will be generated by the system once the process of reverse auction is completed.</p> <p>13. If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the price bid shall be considered as the final price of that bidder.</p> <p>14. Since reverse auction is a sequel to e-tender, the process of finalizing the tender upon completion of reverse auction will be same as the tender process without reverse auction.</p> <p>15. The bid history shall reflect only the bid value inclusive of taxes. The value will not be same for two bidders even if any bidder makes such an attempt in the bidding.</p> <p>16. Only the chronologically last price bid submitted by the bidder till the end of the auction shall be considered as the valid price bid of that bidder. Any bid submitted prior to submission of his last bid will not be considered as the valid price bid.</p>
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		<p>quoted while submitting the commercial bid. In case the successful bidder(s) fail(s) to submit the final BoQ within 3 days or the breakup given by bidder does not match with total offered price, the HURL will be at liberty to place order by proportionately reducing the component rates on basis of the breakup of the e-auction bid submitted by the successful bidder along with the initial offer and the same will be binding on the successful bidder. All calculations will be done up to two decimal places. In no case the total amount of the revised BOQ to be higher than the amount received after RA. In case the amount with revised BOQ exceeds the amount received after reverse Auction, then rounding off (in the decimal places) in the unit rates shall be done in a manner that the total value does not exceed the total RA price. Such derived rates shall be binding on the successful Bidder.</p>
		<p><b>Bidders must apprise themselves of the applicable guidelines for submission of and uploading of bids etc. on CPP website.</b></p>

For Reference

## **Annexure - A**

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

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

**Ref. No. - HURL/HQ/CS579/NeemOil/EOI; Date: 03.06.2025**

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

Dear Sir / Madam;

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

I Mr./Ms. .... (\*CEO/\*CFO of the Company), confirm and undertake that the financial results of the company for the last financial year are under audit as on the date of Techno-Commercial bid opening and the certificate from the practicing Chartered Accountant certifying the financial parameters is not available.

Accordingly, the company is not able to submit the certificate from a practicing Chartered Accountant certifying its financial parameters for the last financial year and the audited results of the three consecutive financial years preceding the last financial year have been considered for meeting the financial parameters in the bid submitted by M/s. .... (Name of the Bidder) for the **"Expression of Interest (EOI) for empanelment of vendors for supply of Neem Oil for Gorakhpur, Barauni and Sindri Units or any other location of HURL"** under EOI Reference No. **HURL/HQ/CS579/NeemOil/EOI; Date: 03.06.2025.**

Yours faithfully,  
(Signature)

Date:  
Place:

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

## **Annexure - B**

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

(To be issued by CA (on letter head of CA) and submitted along with the Techno-Commercial Bid with QR Documents)

Ref. No.:

Date:

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

Dear Sir / Madam;

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

We ..... (name of CA Firm), confirm and certify that the financial results of the ..... (name of the bidder) for the last financial year are under audit as on the date of Techno-Commercial bid opening and the financial parameters for the last financial year is not available.

Date:  
Place:

**UDIN:**  
**FRN:**

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

### **Annexure-C**

(TO BE SUBMITTED ON LETTER HEAD OF THE VENDOR DULY SIGNED BY THE  
AUTHORIZED SIGNATORY)

**Ref. No. - HURL/HQ/CS579/NeemOil/EOI; Date: 03.06.2025**

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

Dear Sir,

I, Mr ..... (Authorized Signatory), hereby certify that we .....  
(firm / company name) have not been blacklisted / delisted by HURL / Public Sector Undertaking /  
Govt. Organization / Co-operative Unit in respect of any application for prequalification and / or supply  
of Neem Oil including the contents thereof.

I further, confirm that if at any point of time this declaration is found to be incorrect, HURL shall have  
the full right to cancel the empanelment of the vendor without prejudice to any other right or remedy  
(including black listing or holiday listing) available to Hindustan Urvarak and Rasayan Ltd. (HURL)

Yours faithfully,

(Signature)

Name & Designation.....

Name of the Company.....

(Seal of Company) .....

**Annexure – D**

**Proforma for Declaration on NCLT/ NCLAT/ DRT/ DRAT/ COURT RECEIVERSHIP/  
LIQUIDATION**

(TO BE SUBMITTED ON LETTER HEAD OF THE VENDOR DULY SIGNED BY THE  
AUTHORIZED SIGNATORY)

**Ref. No. - HURL/HQ/CS579/NeemOil/EOI; Date: 03.06.2025**

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

I/We M/s \_\_\_\_\_ hereby declare that:

- I/We am/are not undergoing insolvency resolution process of liquidation or bankruptcy proceeding as on date

OR,

- I/We, am/are undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date as per the details mentioned below: (Attach detail with empanelment application)

**Note: Strike out whichever is not applicable.**

It is understood that if this declaration is found to be false in any particular, Hindustan Urvarak and Rasayan Ltd. (HURL), shall have the right to reject my/our application. If the application has resulted in empanelment, the empanelment is liable to be cancelled without prejudice to any other right or remedy (including black listing or holiday listing) available to Hindustan Urvarak and Rasayan Ltd.

Yours faithfully,

(Signature)

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

## **Annexure - E**

### **WORK EXECUTION CERTIFICATE**

[To be issued by Chartered Accountants /Statutory Auditors / Client **(on letter head of Chartered Accountants /Statutory Auditors / Client)** and submitted along with the copies of **Purchase Order / Work Order / LOA**]

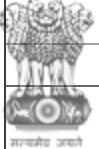

We, ..... (Name of Chartered Accountants / Statutory Auditors / Client), confirm and certify that the ..... (Name of the bidder) has executed works / supply as per details given below:

Sr. No.	Name of Client / Employer	LOA / Work Order / Purchase Order no. and date	Award Value of LOA / Work Order / Purchase Order (Rs.)	Nature of Work / Service / Supply	Value of work / supply executed (INR) [Excluding GST]	Period of Execution
1					Rs. _____	From....(date)..... to .....(date)....
2					Rs. _____	From....(date)..... to .....(date)....
3					Rs. _____	From....(date)..... to .....(date)....
4					Rs. _____	From....(date)..... to .....(date)....

Yours faithfully,

Signature-----  
Name & Designation-----  
Name of the CA/Statutory Auditors/Client-----  
Seal of the CA/Statutory Auditors/Client-----

**Note: In case of execution certificate is being issued by CA, UDIN number shall be mentioned.**

 <b>Government eProcurement System</b>		eProcurement System Government of India	
Tender Details			
		Date : 03-Jun-2025 02:33 PM	
 Print			
<b>Basic Details</b>			
<b>Organisation Chain</b>	Hindustan Urvarak and Rasayan Limited  HQ-Delhi - HURL		
<b>Tender Reference Number</b>	HURL/HQ/CS579/NeemOil/EOI		
<b>Tender ID</b>	2025_HURL_862930_1	<b>Withdrawal Allowed</b>	Yes
<b>Tender Type</b>	Open Tender	<b>Form of contract</b>	EOI
<b>Tender Category</b>	Goods	<b>No. of Covers</b>	1
<b>General Technical Evaluation Allowed</b>	No	<b>ItemWise Technical Evaluation Allowed</b>	No
<b>Payment Mode</b>	Not Applicable	<b>Is Multi Currency Allowed For BOQ</b>	No
<b>Is Multi Currency Allowed For Fee</b>	No	<b>Allow Two Stage Bidding</b>	No
<b>Cover Details, No. Of Covers - 1</b>			
Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical/Finance	.pdf	Signed and Stamped copy of Annexure 1, 4 and 5.
		.pdf	Filled, Signed and Stamped copy of Annexure 2 with Annexure-C (Clause 22) on Letter Head of company.
		.pdf	Power of Attorney as per requirement mentioned in Annexure 2 (Clause 25).
		.pdf	Details of Sister Concern with CA certificate as per requirement mentioned in Annexure 2 (Clause 26)
		.pdf	Signed and Stamped copies of documents as required in accordance with PQC (Annexure-3).
		.pdf	Signed and Stamped copy of Annexure-D and any Other Document asked in the Empanelment Document.
<b>Tender Fee Details, [Total Fee in ₹ * - 0.00]</b>		<b>EMD Fee Details</b>	
<b>Tender Fee in ₹</b>	0.00	<b>EMD Amount in ₹</b>	0.00
<b>Fee Payable To</b>	Nil	<b>EMD Exemption Allowed</b>	No
<b>Tender Fee Exemption Allowed</b>	No	<b>EMD Fee Type</b>	fixed
		<b>EMD Percentage</b>	NA
		<b>EMD Payable To</b>	Nil
		<b>EMD Payable At</b>	Nil

[Click to view modification history](#)

<b>Work /Item(s)</b>					
<b>Title</b>	EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF VENDORS FOR SUPPLY OF NEEM OIL FOR GORAKHPUR, BARAUNI AND SINDRI UNITS OR ANY OTHER LOCATION OF HURL.				
<b>Work Description</b>	EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF VENDORS FOR SUPPLY OF NEEM OIL FOR GORAKHPUR, BARAUNI AND SINDRI UNITS OR ANY OTHER LOCATION OF HURL.				
<b>Pre Qualification Details</b>	AS PER TENDER DOCUMENT				
<b>Independent External Monitor/Remarks</b>	NA				
<b>Show Tender Value in Public Domain</b>	No				
<b>Tender Value in ₹</b>	0.00	<b>Product Category</b>	Miscellaneous Goods	<b>Sub category</b>	NA
<b>Contract Type</b>	Empanelment	<b>Bid Validity(Days)</b>	180	<b>Period Of Work(Days)</b>	1095
<b>Location</b>	AS PER TENDER DOCUMENT	<b>Pincode</b>	110092	<b>Pre Bid Meeting Place</b>	NA
<b>Pre Bid Meeting Address</b>	NA	<b>Pre Bid Meeting Date</b>	NA	<b>Bid Opening Place</b>	HURL HQ NEW DELHI
<b>Should Allow NDA Tender</b>	No	<b>Allow Preferential Bidder</b>	No		

<b>Critical Dates</b>					
<b>Publish Date</b>	03-Jun-2025 03:00 PM		<b>Bid Opening Date</b>	19-Jun-2025 11:00 AM	
<b>Document Download / Sale Start Date</b>	03-Jun-2025 03:00 PM		<b>Document Download / Sale End Date</b>	18-Jun-2025 06:00 PM	
<b>Clarification Start Date</b>	03-Jun-2025 03:00 PM		<b>Clarification End Date</b>	06-Jun-2025 05:00 PM	
<b>Bid Submission Start Date</b>	06-Jun-2025 05:00 PM		<b>Bid Submission End Date</b>	18-Jun-2025 06:00 PM	

<b>Tender Documents</b>					
<b>NIT Document</b>	<b>S.No</b>	<b>Document Name</b>	<b>Description</b>	<b>Document Size (in KB)</b>	
	1	Tendernotice_1.pdf	EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF VENDORS FOR SUPPLY OF NEEM OIL FOR GORAKHPUR, BARAUNI AND SINDRI UNITS OR ANY OTHER LOCATION OF HURL.	167.05	
<b>Work Item Documents</b>	<b>S.No</b>	<b>Document Type</b>	<b>Document Name</b>	<b>Description</b>	<b>Document Size (in KB)</b>
	1	Tender Documents	EOIDocs.pdf	EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF VENDORS FOR SUPPLY OF NEEM OIL FOR GORAKHPUR, BARAUNI AND SINDRI UNITS OR ANY OTHER LOCATION OF HURL.	1266.92

<b>Auto Extension Corrigendum Properties for Tender</b>		
<b>Iteration</b>	<b>No. of bids required for bid opening a tender</b>	<b>Tender gets extended to No. of days</b>
1.	3	4
2.	3	3



**Bid Openers List**

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	surajitmahindar@hurl.net.in	SURAJIT MAHINDAR	SURAJIT MAHINDAR
2.	shradhakumari@hurl.net.in	SHRADHA KUMARI	SHRADHA KUMARI
3.	umangsinha@hurl.net.in	Umang Sinha	UMANG SINHA
4.	vivekchoudhary@hurl.net.in	VIVEK CHOUDHARY	VIVEK CHOUDHARY

**GeMARPTS Details**

<b>Reason for non availability of GeMARPTS ID</b>	Urgent nature of Procurement
<b>Remarks</b>	THIS PRODUCT IS UNAVAILABLE ON GeM
<b>Document Name</b>	GEMNANeemKernelOil.pdf
<b>Document Size (in KB)</b>	40.51

**Tender Properties**

<b>Auto Tendering Process allowed</b>	No	<b>Show Technical bid status</b>	Yes
<b>Show Finance bid status</b>	Yes	<b>Stage to disclose Bid Details in Public Domain</b>	Technical Bid Opening
<b>BoQ Comparative Chart model</b>	NIL	<b>BoQ Compative chart decimal places</b>	2
<b>BoQ Comparative Chart Rank Type</b>	NIL	<b>Form Based BoQ</b>	No

**TIA Undertaking**

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	<a href="#">PPP-MII Order 2017</a>	Agree	
2	<a href="#">MSEs Order 2012</a>	Agree	

**Tender Inviting Authority**

<b>Name</b>	VIVEK CHOUDHARY
<b>Address</b>	HURL HQ NEW DELHI

**Tender Creator Details**

<b>Created By</b>	VIVEK CHOUDHARY
<b>Designation</b>	Manager
<b>Created Date</b>	03-Jun-2025 12:29 PM