

HINDUSTAN URVARAK & RASAYAN LIMITED

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

BARAUNI UNIT

Barauni Urvarak Nagar, Begusarai

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

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



SECTION – I

NOTICE INVITING TENDER (NIT)

TENDER : RENOVATION WORK OF COMMAND CENTRE AT HURL PLANT BARAUNI.

NIT NO. HURL/BR/CC/22-23/357



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

2.0 **Brief Details**

Published Date	Refer CPP Portal
Bid Document Download / Sale Start Date	Refer CPP Portal
Bid submission Start Date	Refer CPP Portal
Last Date and Time for Bid submission	Refer CPP Portal
Technical Bid Opening Date & Time	Refer CPP Portal
Earnest Money Deposit (EMD) in INR	INR 1,21,980.00/-
Pre-Bid Conference Date & Time (if any)	Refer CPP Portal
Last Query Date	Refer CPP Portal
Reverse Auction	Shall be intimated later

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

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

In case of EMD payment through RTGS/NEFT, Bidder must mention "E357-BIDDER NAME" in the transaction description while making the payment (Refer Clause 14 of Section II-ITB).

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

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

5.0 A complete set of Bidding Documents may be downloaded by any interested from the e-tendering Site (<https://eprocure.gov.in/eprocure/app>). Bidder who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not tamper/modify the tender document/form including downloaded price bid template in any manner. In case the same is found to be tampered/modified in any manner, bid



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will be completely rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with HURL for a period of two years.

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

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

6.0 Qualifying Requirements / Pre-Qualification Criteria (PQC)

6.1 Commercial Pre- Qualification Criteria

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

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

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

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

Condition 2: The Average Annual financial turnover during the last 3 years financial years should be at least Rs.18,29,695.00/-

Note-

- (i) In case where audited results for the last financial year as on the date of techno-commercial bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Bidder is not able to submit the certificate from practicing Chartered Accountant certifying its financial parameters, the audited results for the three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters, a Certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that financial results of the company are under audit as on the date of techno-commercial bid opening and the certificate from a practicing chartered accountant certifying the financial parameters is not available.
- (ii) Other income shall not be considered for arriving at annual turnover.
- (iii) Bidder can either submit Annual turnover for
 - a. FY2018-19, 19-20 & 20-21 with CA certified UDIN.
 - b. FY2019-20, 20-21 & 21-22 with CA certified UDIN.
- (iv) Only ATO with UDIN shall be considered for Evaluation.

Documents required (To be Submitted along with technical bid)

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



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NIT Publication date shall be considered for reckoning Annual Turnover (ATO).

6.2 Technical Pre- Qualification Criteria

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

Condition 1: (6.2.1)

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

One similar nature of successfully completed work costing not less than the amount equal to Rs. 48,79,187.00/- '**OR**'

Two similar nature of successfully completed work each costing not less than the amount equal to Rs.30,49,492.00/- '**OR**'

Three similar nature of successfully completed work each costing not less than the amount equal to Rs. 24,39,594.00/-

Note:

1. Amount mentioned is exclusive of taxes and duties.
2. The Word "Similar Nature of Work" means "**Bidder should have experience in Civil & Electrical Construction / Renovation Job related to building or in plant area**".
3. ~~Similar nature of Work order should contain Unit of measurement in Man-days or Man months for the respective manpower supplied. Any other items of the work order other than man-days or man months shall not be considered for evaluation. If the completion certificate value mismatches with the Work order value, then supplier shall submit the documentary evidence for the actual manpower supplied for the same contract under the manpower supplied on Man-days or Man-month basis.~~
4. Cost of completed Service order(s), single/two/three mentioned above, is exclusive of GST& Duties and accordingly executed value of the job excluding GST& Duties shall be considered for evaluation of PQC. The duration in which the job is successfully completed shall be considered for evaluation of PQC which is mentioned in 6.2.1 and shall be evaluated on submission of completion certificate with the Purchase order / agreement copy as supportive documents. The purchase order / agreement should contain complete BoQ / SoR with detailed scope of work.
5. The total executed order value of the completed work order shall be considered for the PQC evaluation.

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

1. Copy of Work Order (WO)/PO/rate contract/ agreement with following details:
 - a. Work order/PO/rate contract/ agreement with number, date and value.
 - b. Name of the client and Period of contract.
 - c. Technical specifications, Complete scope of work and contract terms with SoR / BoQ.
2. Completion Certificate issued by client highlighting below:
 - a. Reference Work order/PO/Rate contract with number, date and value
 - b. Name of the client, Period of Contract
 - c. Executed value with quantity under the Work order/PO/Rate contract/ agreement for the particular financial year mentioned.
 - d. Performance of the contract.
 - e. If the executed amount is missing in the completion certificate issued by the client, the bidder shall submit the certificate issued by CA with UDIN for executed amount for the respective order. The details of the respective order should be mentioned in the same.



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- 7.0 Bids will be opened as per date/time as mentioned on the Date specified above or on the date specified on the e-tendering portal. The date of Price-Bid opening will be intimated later on the e-tendering portal.
- 8.0 HURL shall not be responsible for any postal /courier delay for submission of EMD and/or other original documents, if applicable.
- 9.0 HURL reserves the right to reject any or all bids or cancel/withdraw the NIT for the subject package without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.
- 10.0 Bids shall be digitally signed and uploaded by someone legally authorized and competent on behalf of his firm / company i.e., Bidder and relevant documents w.r.t. the same to be uploaded along with the bid by the bidders. **The Power of Attorney of such person needs to be furnished along with bid.** The Power of Attorney to be submitted on Rs. 100/- Non-judicial Stamp paper or on Legal Notary (Duly Notarized).
- 11.0 Detail work order (similar in nature as defined) along with the Work completion certificate, endorsed by the client, containing value and quantity, GST, Work order reference, actual date of completion etc. to be submitted by bidders along with the technical bid, towards fulfillment of above PQ criteria. HURL reserves the right to ask relevant documents in order to cross verify the supplied quantity / value to the client for the Purchase order / contract attached in the technical Bid.
- 12.0 Wherever executed value is not mentioned in the completion certificate, the copy of certified bills with service tax/GST **details** as applicable / Separate certificate from respective client (PO issuing company /Engineer In Charge) regarding executed value with GST details, date of completion etc., shall also be accepted towards fulfillment of PQC, if same is submitted along with completion certificate.
- 13.0 Completion certificate submitted by the bidders shall have clarity with respect to whether GST is included/excluded in the supplied value, towards fulfillment of PQC and same shall be ensured by the bidders by submitting proper and relevant documents as required (e.g. separate certificate from respective client regarding GST) along with delivery completion certificate.
- 14.0 If no clear documents as mentioned above regarding GST / Duties component included/extra/not applicable with respect to the supplied value mentioned in delivery completion certificate is submitted by the bidder & In case GST/duties amount / component is also not specified in the submitted delivery completion certificate, then the amount equivalent to rate of applicable GST/duties as considered by HURL for the subject tender shall be deducted from the value of material supplied mentioned in the completion certificate to arrive at the value of the supplied material without GST/ duties.
- 15.0 Similar ARC and Composite orders submitted for PQC.
- 15.1 Similar ARC (Annual Rate Contract) Jobs that has been successfully completed by the bidder for the originally awarded period shall be considered as completed works even though such ARC is under execution on account of extension. However original term completion should be within the period as indicated in above PQC. Bidder to submit the relevant document along with bid certifying satisfactory completion of the job, executed value of the job and completion date for original period of contract, along with letter of extension of contract, certified by WO issuing company /Engineer In Charge.



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- 15.2 If the bidder submits a rate contract of Annual /Bi annual / multi annual contracts for qualifying “Successfully Completed value” under 1/2/3 similar nature of work/supply then per year completion value shall be considered for PQC evaluation. In order to evaluate the same, the bidder must submit the completion certificate with completion value on yearly basis with required details as mentioned in PQC criteria 6.2.1. If the bidder is unable to submit yearly basis completion value then the bidder shall submit completion certificate along with CA certified copy indicating completion value per year with respective tenure by clearly mentioning UDIN, subject to successful completion of order within original awarded period and fulfilling the requirements mentioned in clause 6.2 of Section -1. The bidder must submit the order amendment copy in case of order extension or deviation or any other amendment. If the bidder fails to submit the above said documents, then HURL reserves the right to calculate the completion value on a prorated basis or as per the suitable calculation method which shall be unquestionable by the bidder.
- 15.3 ~~In composite orders where different types and categories of Materials or services are included the evaluation shall be performed considering only the items and its respective values which cover under “Similar nature of work” and accordingly the bidder shall submit the supporting documents. In case of non-submission of the said documents, HURL reserves the right to evaluate as per the data provided by the bidder and the evaluation result shall be unquestionable by the bidder. Also, if the bidder does not submit the said documents may lead to rejection of the bid.~~
- 16.0 The GST part of the bill shall be paid only after confirmation of payment from the successful awarded bidder or after confirmation of the corresponding return filed by the contractor from the GST portal. The GST part of the bill shall be withheld till such confirmation.
- 17.0 In case of sub contract orders, credential as sub-contractor for above PQC shall be considered only when such work orders for sub contract have been issued with approval or written permission of end user/owner/consultant of the owner of the contract from the scope of work of which contractor under the contract has sub contracted a part of or entire work under such work order. In this regard, the bidder has to submit a certificate from the end user/owner/consultant of the owner stating that the main contractor has intimated them about the engagement of sub-contracting OR have been allowed/ permitted as a sub-contractor. Based on such Sub contracted portion of the job actually executed by the bidder as subcontractor, PQC evaluation shall be done i.e. In case only part job is subcontracted, similar job & executed value etc for the part job only shall be considered for PQC and not the full job.
- 18.0 Work completion date shall be considered for deciding the period of work experience.
- 19.0 Evaluation Basis:
- 19.1 Bidder should submit the Shortfall documents as requested in the portal. If Bidder do not respond to the shortfall, HURL reserves the right to evaluate without shortfall documents considering the available bid documents and in such case no bidder/intending bidder shall have any claim arising out of such action.
- 19.2 In case tie between two or more bidders at L-1 position, the sole criterion for determining the L1 bidder shall be on the basis of Average Annual Turn Over of the party calculated from ATO of either FY 18-19,19-20 & 20-21 or FY 19-20,20-21,21-22. Bidder having the highest average annual turnover shall be considered as L1 party. If bidder submits ATO for FY 18-19,19-20,20-21 & 21-22, then the average ATO of FY 18-19,19-20,20-21 and Average ATO of FY 19-20,20-21,21-



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22 shall be calculated, and Maximum Average ATO shall be taken in to consideration for evaluation. (Ex. Average ATO of FY 18-21 is 1Cr. and Average ATO of FY 19-22 is 1.1Cr. then Average ATO 1.1Cr. of FY 19-22 shall be taken in to consideration). NO shortfall shall be raised regarding the ATO if the bidder submits either of any option i.e. FY 18-21 or FY 19-22. MSE and MII preference shall be applicable during the evaluation.

20.0 **Evaluation Criteria:** On Percentage rate basis.

21.0 **Contract Duration / Delivery completion:** 02 Months from the date of Handover of Site.

22.0 **Effective date of Contract:** From the date of Handover of site.

23.0 **Performance Bank Guarantee:** Bidder must deposit PBG 10% of the contract value in advance. Security deposit/PBG will be refunded after completion of the contract. In case of PBG payment through RTGS/NEFT, Bidder must mention "P357-BIDDER NAME" in the transaction description while making the payment (Refer Clause 15 of Section II-ITB).

24.0 **Reverse Auction:** Applicable (As per HURL requirement). System Defined Maximum Seal – 50% and decrement value – INR 15,000/-

~~25.0 **Pre Bid Meeting / Visit:**~~

~~25.1 The Bidder on his own interest may visit the site (HURL Barauni) for examining the serviceability and to understand the scope of the contract mentioned in the Tender documents within stipulated time. The Bidder shall send a request via email to the contact details mentioned in the point 24.0 (below) and putting a carbon copy to the concerned persons mentioned in point 23.0. The email communication shall clearly mention the Name of the contractor's company, tender details, Name of the authorized representative and team members with valid ID proofs, Designation and Contact details (phone no. & email ID). The time of the visit shall be finalized as per the schedule fixed by HURL tender representative. The costs of visiting the site shall be borne by the Bidder. Authority shall not be liable for such costs, regardless of the outcome of the Bidding process. No visits shall be entertained after closure of submission of tender document or any successive events.~~

~~25.2 The bidders may also submit their queries within prescribed date as per the conditions stipulated in the tender document.~~

~~25.3 Site visit or attending pre bid conference shall not be prerequisite for submitting the bid.~~

26.0 **Address for Communication.**

From Contracts & Materials (C&M) Department :		
Mr. Ravendran Nagaraju Manager (C&M) nagarajuravendran@hurl.net.in Ph : 07981902800	Mr. Amit Kumar Burman Officer (C&M) amitkburman@hurl.net.in, Ph. : 06243291724	
From Technical Department:		
Mr. G K Behera, Chief Manager (Mechanical), Email: gkbehera@hurl.net.in Ph. : +91-9937297583	Mr. Golam Sarowar Asst. Manager (Civil) golamsarowar@hurl.net.in Ph: 09415934724	Mr. Pankaj Bhankar Asst. Manager (Civil) pankajbhankar@hurl.net.in Ph.: 07696618414
Hindustan Urvarak & Rasayan Limited, Barauni Urvarak Nagar, Begusarai, Bihar – 851115		



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27.0 Checklist of documents to be submitted:

Sr. No	Documents
1	Techno Commercial Proposal Bid Form. (Enclosed as Annexure-1 of Section VI)
2	Power of Attorney as per requirement mentioned in NIT.
3	Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD) / MSE Certificate with applicable annexure form for exemption.
4	Signed, Stamped and Scanned copy of Certificates like Registration certificate, GST No, PAN No, PF, etc.
5	Signed, Stamped and Scanned copy of Format for Electronics Payment (Enclosed as Annexure-2 to Forms and Procedures i.e., Section VI)
6	Signed, Stamped and Scanned copy of Tender Acceptance Letter (Enclosed as Annexure-3 to Forms and Procedures i.e., Section VI)
7	Documents as required in accordance with Qualifying Requirements / Pre-Qualification Criteria (PQC) i.e., <u>Clause 6</u> of NIT
8	Signed, Stamped and Scanned copy of No deviation Certificate (Enclosed as Annexure-4 to Forms and Procedures i.e., Section VI)
9	Signed, Stamped and Scanned copy of Certificate from CEO/MD/ Legally Authorized Signatory, in the format as enclosed as Annexure-5 to Forms and Procedures i.e., Section VI.
10	Acceptance to Fraud Prevention Policy of HURL, for which the bidder has to submit Signed, Stamped and Scanned copy of Form of Acceptance of Fraud Prevention Policy of HURL. (Enclosed as Annexure-6 to Forms and Procedures i.e., Section VI).
11	Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India" i.e. (Enclosed as Annexure-7 to Forms and Procedures i.e., Section VI).
12	Work orders subject to tender for qualification as per Annex – 12 with clearly mentioning Purchase order details relevant to tender based on which PQC can be achieved. Not to be mentioned as "As Attached"/ "mentioned in Bid"/ etc.
13	Declaration of GST (annexure -15) Signed, Stamped and Scanned copy of Declaration of GST (Enclosed as Annexure-15 to Forms and Procedures i.e., Section VI).
14	Signed, Stamped and Scanned copy of Bid Security Declaration Form (Enclosed as Annexure-13 to Forms and Procedures i.e., Section VI).
15	Signed, Stamped and Scanned copy of GCC, SCC & Scope of Work (i.e. Section-V) of tender document.
16	Any Other Document asked for in the Bidding Document

Note: Failure to Upload Authentic and Correct Documents as mentioned at Sr. No, 1 to 16 above would lead to Rejection of Techno- Commercial Bid. Price Bids shall be opened only of those bidders who are qualified and whose techno-commercial bids are acceptable.

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Barauni Urvarak Nagar, Begusarai

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

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



SECTION – II

INSTRUCTIONS TO BIDDERS (ITB)



HINDUSTAN URVARAK & RASAYAN LIMITED, BARAUNI UNIT

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1.0	Introduction	<p>Hindustan Urvarak & Rasayan Limited (HURL) is a joint venture company of Coal India Limited (CIL), NTPC Limited (NTPC) and Indian Oil Corporation Limited (IOCL) as the lead promoters with Fertilizer Corporation of India Limited (FCIL) and Hindustan Fertilizer Corporation Limited (HFCL) as other two partners.</p> <p>HURL, Barauni referred to herein as ‘the Employer’, intends to engage an agency for supply of Goods & related Services or Services as per specifications, Scope of Work as detailed in the Bidding documents.</p>												
2.0	General Information	<p>The prospective Bidders are invited to submit a “Technical & Commercial Bid” and “Price Bid” for the package. Methodology for submission of Bid has been detailed hereunder in this document.</p> <p>Applicability of Reverse Auction may be seen on the CPP website / NIT.</p>												
3.0	Content of Bidding Documents	<p>The items and/or services required, bidding procedures, order/contract terms and technical requirements are prescribed in the bidding documents/Bidding Documents.</p> <p>The bidding documents include the following sections:</p> <table><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, SOR & Scope of work and other terms & condition.</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, SOR & Scope of work and other terms & condition.	Section-VI	Forms and Procedures
Section-I	Notice Inviting Tender (NIT)/Tender Enquiry/Invitation for Bid (IFB)													
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4.0	Benefits To MSEs	<p>Micro and Small Enterprises (MSEs) shall be exempted from paying Earnest Money Deposit.</p> <p>Further, in case of tenders where splitting of quantity is possible, participating MSEs quoting price within price band of L1 + 15 percent shall also be allowed to supply a portion of requirement by bringing</p>												

		<p>down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 percent of total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity).</p> <p>The benefit as above to MSEs shall be available only for Goods/Services produced & provided by MSEs.</p> <p>MSEs seeking exemption and benefits should enclose/upload in e-tender portal an attested/self-certified copy of following registration certificate and BID Security declaration form (Annexure – 13) as a part of his bid, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.</p> <p>i) Ministry of MSME vide Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 had notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified, form and procedure for filing the memorandum (Udyam Registration) w.e.f. 01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e. https://msme.gov.in/) Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs- 2012.</p> <p>ii) An enterprise registered prior to 30.06.2020 and who is not re-registered with Udyam Registration, shall continue to be valid for a period up to 31.12.2022. Such enterprise shall submit EM Part-II or Udyog Aadhaar Memorandum (UAM) for availing benefits of PPP-2012. (Ref Notification No. CG-DL-E-19012022-232763)</p>
5.0	Cost of Bidding	<p>The Bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.</p>
6.0	Clarification on Bidding Documents	<p>A prospective Bidder requiring any clarification of the Bidding Document shall put the query under Clarification tab of the on-line bid at least three days prior to the clarification end date. EMPLOYER will respond to any request for clarification or modification of the bidding documents that it receives within the time line specified.</p> <p>EMPLOYER will post the Clarifications under Clarification tab at e-tender i.e., CPP website. Bidders can view these clarifications.</p> <p>Bidders are advised to regularly check under Clarification tab regarding posting of clarification, if any.</p> <p>Bidders must check the Clarifications issued before submission of Bid. Should the Employer deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so and upload the</p>



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



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		<p>i) Certificate from CEO or Managing Director or Legally Authorised Signatory, in the format as enclosed with the Bidding Document certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof. However, if at any point of time the declarations given in bid are found to be incorrect, HURL shall have the full right to terminate the contract and take any action as per provisions of contract including forfeiture of EMD/Security Deposit.</p> <p>j) Acceptance of Fraud Prevention Policy of HURL,</p> <p>k) Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India".</p> <p>l) Any other document asked for in the Bidding Documents.</p> <p>m) Signed and stamp Copy of GCC, SCC, Technical Specification/scope of work and dully filled all annexures.</p> <p>Price Bid: The Price bid is to be submitted in the BOQ provided in the Tender at https://eprocure.gov.in/eprocure/app. Bidders are advised to fill the BOQ and upload the same on the portal. Bidder should not tamper/modify download price bid template. In case if the same is found to be tampered / modified in any manner, bid will be rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with HURL for a period of 2 years.</p>
11.0	Bid Prices	<p>Bidders shall quote such that the bid price covers all the Supplier's obligations mentioned in or to be reasonably inferred from the bidding documents including all requirements in accordance with the requirements of the Technical Specifications & Scope of Work. Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents.</p> <p>Bidders shall give a breakdown of the prices in the manner and detail called for in the Bill of Quantity (BOQ).</p>
12.0	Price Basis	Bidders are required to quote price on the price basis as per Scope of Work / stipulated in the SCC.
13.0	Bid Currencies	All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the Special Conditions of Contract, on FIRM price basis and to remain valid during the currency of the Contract.
14.0	<p>EARNEST MONEY DEPOSIT (EMD) / BID SECURITY / GUARANTEE:</p> <p>i. The Bidder shall furnish, as part of his bid, Earnest Money Deposit in the amount as stipulated in NIT/IFB/Tender Enquiry, in the form of online payment mode by RTGS / NEFT in the account of HURL details as given in subsequent paragraphs. The receipt of the payment shall be attached as a part of bidding documents. If the</p>	

	<p>EMD is paid other than online mode then the EMD shall be submitted in a separate Envelope super-scribed on the top as under: “ORIGINAL EARNEST MONEY DEPOSIT FOR NIT NO.DATED..... FOR (NAME OF PACKAGE) DUE ON (DATE OF BID OPENING) FROM (NAME OF THE BIDDER).”</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 or b) in the form of Demand Draft in favour of <i>Hindustan Urvarak & Rasayan Limited</i>, Payable at New Delhi. or c) in the form of an irrevocable bank guarantee.</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 recognized by Reserve Bank of India. The Bank Guarantee Verification Checklist duly filled in as per format given in the Bidding Documents is also to be submitted. Bidder shall ensure that all the points of check list are replied in "Yes".</p> <p>iii. Wherever Bids under Joint Venture route are permitted as per Qualifying Requirement in the Bidding Documents, the Earnest Money Deposit of the Joint Venture must be on behalf of all the partners of the Joint Venture.</p> <p>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.</p> <p>v. The Earnest Money Deposit shall be forfeited in any of the following circumstances without any notice or proof of damage to the Employer:</p> <p>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.</p>
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	<p>vi. No interest will be payable by the Employer on the said amount covered under Earnest Money Deposit.</p> <p>vii. EMD shall be refunded to all the unsuccessful Bidder within thirty days of acceptance of work order by the successful Bidders and no interest shall be payable thereon. EMD of the bidders whose price are not considered to be opened, shall be released/refunded at the earliest but not later than thirty days beyond the award of the subject work.</p> <p>EMD shall be refunded to successful bidder within (30) thirty days of acceptance of LOA and on submission of PBG by the successful Bidders and no interest shall be payable thereon.</p> <p>viii. RTGS / NEFT details of HURL as under: BANK Details for EMD Payment through NEFT/RTGS: Bank Name–State Bank of India, Overseas Branch, NEW DELHI (17313) IFS CODE: SBIN0004803, Account No: 00000037880422277.</p> <p>Bidders are required to upload Signed, Stamped and Scanned copy of the Certificate as part of Technical Bid, failing to which their bids are liable for rejection.</p> <p>Price Bids shall be opened only of those bidder(s) whose EMD shall be found as per the requirement of the bidding documents.</p> <p>Employer shall not be liable for loss/non-receipt/late receipt of above documents in postal transit.</p> <p>Exemption from submission of EMD: Micro and Small Enterprises (MSEs) bidders are exempted from submission of EMD as per provisions at clause 4.0 above and shall submit Annexure – 13.</p> <p><u>IMPORTANT:</u> IN CASE OF EMD PAYMENT THROUGH RTGS / NEFT, BIDDER MUST MENTION “EXXX-BIDDER NAME” (As per Section I, clause 3.0) IN TRANSCATION DESCRIPTION WHILE DOING THE PAYMENT. “XXX” to be replaced with the last three digits of the tender reference number. (Example: Bidder Name: Pqrst Pvt. Ltd. , Tender No.: HURL/BR/CC/22-23/432 then the payment description to be mentioned as “E432-PqrstPvtLtd”)</p>		
15.0	<table border="1"> <tr> <td data-bbox="292 1485 518 2058"> Performance Security / Performance Bank Guarantee (PBG) </td><td data-bbox="518 1485 1453 2058"> <p>Within thirty (30) days of the receipt of Purchase Order/Service Order from the Employer, the contractor shall furnish the Contract Performance Security / Guarantee, for the due performance of the Contract for the value as tabulated below with an initial validity up to ninety (90) days beyond the completion date for work plus defect liability period (if any), for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer.</p> <p>PBG amount equivalent to 10% of the work order value shall be applicable.</p> <p>Performance Security / Performance Bank Guarantee (PBG) may be submitted in any of the following forms:</p> <p>a) electronically by RTGS / NEFT in the account of HURL details of which are given in bidding document</p> </td></tr> </table>	Performance Security / Performance Bank Guarantee (PBG)	<p>Within thirty (30) days of the receipt of Purchase Order/Service Order from the Employer, the contractor shall furnish the Contract Performance Security / Guarantee, for the due performance of the Contract for the value as tabulated below with an initial validity up to ninety (90) days beyond the completion date for work plus defect liability period (if any), for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer.</p> <p>PBG amount equivalent to 10% of the work order value shall be applicable.</p> <p>Performance Security / Performance Bank Guarantee (PBG) may be submitted in any of the following forms:</p> <p>a) electronically by RTGS / NEFT in the account of HURL details of which are given in bidding document</p>
Performance Security / Performance Bank Guarantee (PBG)	<p>Within thirty (30) days of the receipt of Purchase Order/Service Order from the Employer, the contractor shall furnish the Contract Performance Security / Guarantee, for the due performance of the Contract for the value as tabulated below with an initial validity up to ninety (90) days beyond the completion date for work plus defect liability period (if any), for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer.</p> <p>PBG amount equivalent to 10% of the work order value shall be applicable.</p> <p>Performance Security / Performance Bank Guarantee (PBG) may be submitted in any of the following forms:</p> <p>a) electronically by RTGS / NEFT in the account of HURL details of which are given in bidding document</p>		

		<p>or</p> <p>b) in the form of an irrevocable bank guarantee in accordance with the form of included in the bidding documents (Annexure 9 of Section VI (Forms and Procedures)) from any Nationalized bank / Scheduled Bank recognised by Reserve Bank of India.</p> <p>Failure of the supplier to submit the above-mentioned Performance Security / Performance Bank Guarantee (PBG) shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p> <p>No interest shall be payable by the Employer to the Contractor against the Security Deposit furnished.</p> <p>Performance Security shall be returned after Certification of completion of work and Defect Liability period (if any) by EIC. However, the contractor will have to apply in writing, for refund of the same.</p> <p>IMPORTANT:</p> <p>IN CASE OF PBG PAYMENT THROUGH RTGS / NEFT, BIDDER MUST MENTION “PXXX-BIDDER NAME” IN TRANSCATION DESCRIPTION WHILE DOING THE PAYMENT. “XXX” to be replaced with the last three digits of the tender reference number.</p> <p>(Example: Bidder Name: Pqrst Pvt. Ltd. , Tender No.: HURL/BR/CC/22-23/432 then the payment description to be mentioned as “P432-PqrstPvtLtd”)</p>
16.0	Confirmation of BGs through Structured Financial Messaging System (SFMS)/SWIFT	<p>While issuing the physical BGs, the Bidder’s Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer’s Beneficiary Bank whose details are provided in the Special Purchase Conditions.</p> <p>Bidders are advised to ensure that the message is sent by their Bankers and the Bidders must submit the reference details as part of the bid with the EMD.</p> <p><u>Name of Beneficiary of Bank Guarantee:</u></p> <p>Name of the Bank: State Bank of India</p> <p>Account Name-Hindustan Urvarak & Rasayan Limited</p> <p>Account no-37880422277</p> <p>IFSC code- SBIN0004803.</p> <p>In case of submission of EMD in the form of Bank Guarantee, bidders are requested to provide the Details like Bank Name, Branch address, IFSC code and Branch E-mail Id of BG issuing Branch on EMD submission covering letter</p>
17.0	Ineligibility For Future Tenders	<p>Notwithstanding the provisions regarding forfeiture of Earnest Money Deposit specified above, if a bidder after having been issued</p>



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



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



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		as a part of his bid, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
(B)	COVER TYPE – TECHNICAL	<p>The bidders shall upload documents in compliance to the Bidding Documents.</p> <p>The following documents are to be furnished by the Bidder as part of the Technical Bid:</p> <ol style="list-style-type: none"> Techno Commercial Proposal Bid Form (Enclosed as Annexure-1 to Forms and Procedures i.e., Section VI) Power of Attorney as per requirement mentioned in NIT. Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD)/ MSE Certificate. Signed, Stamped and Scanned copy of Certificates like Registration certificate, GST No, PAN No. etc. Signed, Stamped and Scanned copy of Format for Electronics Payment (Enclosed as Annexure-2 to Forms and Procedures i.e., Section VI) Signed, Stamped and Scanned copy of Tender Acceptance Letter & Letter of authorization to submit bid (Enclosed as Annexure-3 to Forms and Procedures i.e., Section VI) Documents as required in accordance with Eligibility Criteria i.e., <u>Clause 6</u> of NIT Signed, Stamped and Scanned copy of No deviation Certificate Enclosed as Annexure-4 to Forms and Procedures i.e., Section VI) Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director or Legally Authorised Signatory, in the format as enclosed as Annexure-5 to Forms and Procedures i.e., Section VI to Bidding Document shall be furnished certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof. However, if at any point of time the declarations given in bid are found to be incorrect, HURL shall have the full right to terminate the contract and take any action as per provisions of contract including forfeiture of EMD/Security Deposit. Acceptance to Fraud Prevention Policy of HURL, for which the bidder has to submit Signed, Stamped and Scanned copy of Form of Acceptance of Fraud Prevention Policy of HURL.



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		<p>(Enclosed as Annexure-6 to Forms and Procedures i.e., Section VI)</p> <p>k) Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India". (Enclosed as Annexure-7 to Forms and Procedures i.e., Section VI)</p> <p>l) Declaration of GST</p> <p>m) Any other document asked for in the Bidding Documents.</p> <p>Note: -</p> <p>Bidders are requested to upload the clearly visible documents only otherwise if not clearly visible then offer shall be liable for rejection without any further communication. The Techno-Commercial Bid should not contain any price content entry. In case, the Techno-Commercial Bid is found to contain any price content, such bid shall be liable for rejection.</p> <p>Checklist of documents to be submitted is enclosed as Annexure-1 to ITB.</p>
21.2.2	Price Bid (COVER TYPE – FINANCE)	<p>The Price bid is to be submitted in the BOQ provided in the Tender at https://eprocure.gov.in/eprocure/app.</p> <p>Bidders are advised to fill the BOQ and upload the same on the portal. Bidder should not tamper/modify download price bid template. In case if the same is found to be tampered / modified in any manner, bid will be rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with HURL for a period of 2 years.</p> <p>Bidders shall necessarily submit the prices on-line in the Bill of Quantity (BOQ) only.</p> <p>For preparation of the "Price Bid", Bidders are expected to take into account the requirements and conditions of the bidding documents. The Price Bid shall be made in the 'BOQ' (excel file) only of Bidding Documents.</p> <p>The rate quoted by the bidder shall be inclusive of all provisions for incidental expenses necessary for proper execution and completion of the work in accordance with the terms & condition of the bidding document.</p> <p>All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the Special Conditions of Contract, on FIRM price basis and to remain valid during the currency of the Contract.</p>



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



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		<p>such details as EMPLOYER, at its discretion, may consider appropriate, will be announced at the opening.</p> <p>Technical Bid shall be opened for evaluation.</p> <p>In case of Single Stage Two Envelope bidding, the Price Bid will remain unopened and the date and time for opening of price bids shall be intimated separately on the CPP website by EMPLOYER after completion of evaluation of Techno-Commercial Bids.</p>
	Price Opening Bid	<p>In case of Single Stage Single Envelope bidding, the Price Bid will be opened on the date and time for opening of bids specified after opening of Techno-commercial bids as specified above.</p> <p>In case of Single Stage Two Envelope bidding, after the evaluation process of Techno-Commercial bid is completed, the date and time for opening of price bids shall be intimated separately by Employer. Bidders, whose Techno-Commercial Bid is not substantially responsive, their Technical Bid shall be rejected and their Price bid will also be rejected & shall not be opened and their Earnest Money Deposit shall be returned.</p> <p>Price bids of those Bidders, who have been considered qualified and whose Techno-commercial Bid is found to be responsive, will be opened online in presence of the Bidder's authorised representatives who choose to attend.</p> <p>The participating bidders will be able to view the bid prices of all the bidders after online opening of Price Bids by Employer on the e-tender portal.</p>
25.0	Clarification on Bids	<p>During bid evaluation, EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to the Purchase Orders/Contracts executed declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT/IFB. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid including substitution of Purchase Orders/Contracts executed in the bid by new/additional Purchase Orders/Contracts executed for conforming to Qualifying Requirement shall be sought, offered or permitted.</p> <p>For this purpose, only 1 chance, shall be given. If the techno-commercial acceptability of bidder is established upon verification of documents including clarifications submitted, the case shall be considered for further processing. If the bidder happens to be defaulter upon verification of the documents or has not uploaded the required document within the mentioned time frame his bid would be analyzed based on the uploaded documents and if found not in order as per requirement, would be outrightly rejected.</p>

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



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



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



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		<p>execution; and</p> <p>(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;</p> <p>(b) will reject a bid for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract of the Employer.</p>
38.0	Fraud Prevention Policy	<p>The Bidders/ Service Providers/ Vendors/ Consultants etc. shall strictly adhere to the Fraud Prevention Policy of HURL displayed on its website http://www.hurl.net.in and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities and immediately apprise HURL of the fraud/suspected fraud as soon as it comes to their notice. A certificate to this effect shall be furnished by the bidder along with his bid, in relevant attachment as per format enclosed (Annexure 6 of Section VI (Forms and Procedures)) with the Bidding Document.</p> <p>If in terms of above policy, it is established that the bidder/his representatives have committed any fraud while competing for this contract then the Earnest Money Deposit shall be forfeited.</p>
39.0	Banning Policy	Business dealings may be withheld or banned with the Contractor on account of any Default by the Contractor under Clause 44.
40.0	Indian Agents	<p>In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product.</p> <p>If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit bid on behalf of another Principal/OEM in the same tender for the item/product.</p>
41.0	Transfer of Bid Documents	<p>a. Transfer of Bidding documents is not permissible.</p> <p>b. Documents purchased / downloaded by the intending bidders cannot be transferred.</p>
42.0	Restrictions on procurement from a Bidder	<p>i. Any Bidder (including its Collaborator/Associate/DJU Partner/JV partner/Consortium Member/Assignee, wherever applicable) from a country which shares a land border with</p>

	<p>of a country which shares a land border with India</p>	<p>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. However, the said requirement of registration will not apply to bidders/sub-contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs.</p> <p>ii. “Bidder” (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.</p> <p>iii. “Sub-contractor” (including the term ‘Sub-vendor’/Sub-supplier’ in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of Sub-contractors stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>iv. “Bidders from a country which shares a land border with India” / “Sub-contractor from a country which shares a land border with India” mentioned in para above means;</p> <p>a) An entity incorporated, established or registered in such a country; or</p> <p>b) A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c) An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d) An entity whose beneficial owner is situated in such a country; or</p> <p>e) An Indian (or other) agent of such an entity; or</p> <p>f) A natural person who is a citizen of such a country; or</p> <p>g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p> <p>v. The beneficial owner for the purpose of clause “iv” above will</p>
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		<p>be as under;</p> <p>a) In case of company of Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.</p> <p>Explanation-</p> <p>i. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;</p> <p>ii. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements;</p> <p>b) In case of a partnership firms, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p>c) In case of an unincorporated associations or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</p> <p>d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing officials;</p> <p>e) In case of a trust, the identifications of beneficial owner(s) shall include identification of the author of trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>vi. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p>vii. In regard to "Restrictions on procurement from a Bidder of a country which shares a land border with India" bidder has to submit Certificate as per Annexure 7 of Section VI (Forms and Procedures) of the bidding document.</p>
43.0	<p>Preference to Make In India (MII) and granting of purchase preference to local suppliers.</p>	<p>Preference to Make in India and Eligibility for participation/ granting of purchase preference to Class-I local suppliers.</p> <p>Preference shall be given to bidders as per the policy "Public Procurement (Preference to Make in India), Order 2017- Revision order No. 45021/2/2017-BE-II and amendments".</p> <p>Bidder must submit Annexure 14 of section VI for participating in Preference to MII.</p>



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



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45	Blacklisting	If the contractor is terminated under clause 44 or made ineligible for tendering under clause 17 then HURL reserves the right to black list the bidder for 12 months from the date of notice.
46	Contract Agreement	On successful award of order or issue of Purchase order the bidder shall submit a non- judicial stamp paper of Rs. 1000/- with 03 bond dummy papers along with all other supporting documents as stipulated in the tender document within 15 days of receipt of Letter of Award (LOA) or Purchase order, failing which the tender is liable to be rejected.
	Important Note	The Special Conditions of Contract (SCC) will supersede any other related conditions anywhere else in the Bidding Documents and will prevail for evaluation / finalization of the tender.

Annexure-1 to ITB

Checklist of documents to be submitted:

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



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10	Acceptance to Fraud Prevention Policy of HURL, for which the bidder has to submit Signed, Stamped and Scanned copy of Form of Acceptance of Fraud Prevention Policy of HURL. (Enclosed as Annexure-6 to Forms and Procedures i.e., Section VI).
11	Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India" i.e. (Enclosed as Annexure-7 to Forms and Procedures i.e., Section VI).
12	Work orders subject to tender for qualification as per Annex – 12 with clearly mentioning Purchase order details relevant to tender based on which PQC can be achieved. Not to be mentioned as "As Attached"/ "mentioned in Bid"/ etc.
13	Declaration of GST (annexure -15) Signed, Stamped and Scanned copy of Declaration of GST (Enclosed as Annexure-15 to Forms and Procedures i.e., Section VI).
14	Signed, Stamped and Scanned copy of Bid Security Declaration Form (Enclosed as Annexure-13 to Forms and Procedures i.e., Section VI).
15	Signed, Stamped and Scanned copy of GCC, SCC & Scope of Work (i.e. Section-V) of tender document.
16	Any Other Document asked for in the Bidding Document

Note: Failure to Upload Authentic and Correct Documents as mentioned at Sr. No, I to 16 above would lead to Rejection of Techno- Commercial Bid. Price Bids shall be opened only of those bidders who are qualified and whose techno-commercial bids are acceptable.



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Annexure 2 to ITB

A	Instructions for Online Bid Submission	<p>The bidders are required to submit their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bidsonline on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.</p> <p>1.0 REGISTRATION</p> <p>1.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.</p> <p>1.2 As part of the enrollment process, the bidders will be required to choose a unique username and assign a password for their accounts.</p> <p>1.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.</p> <p>1.4 Upon enrollment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / nCode / eMudhra etc.), with their profile.</p> <p>1.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.</p> <p>1.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.</p> <p>2.0 SEARCHING FOR BIDDING DOCUMENTS</p> <p>2.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.</p> <p>2.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the</p>
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		<p>submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.</p> <p>4.6 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.</p> <p>4.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.</p> <p>4.8 Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded Bidding Documents become readable only after the tender opening by the authorized bid openers.</p> <p>4.9 The uploaded Bidding Documents become readable only after the tender opening by the authorized bid openers. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid withall other relevant details.</p> <p>4.10The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.</p> <p>4.11The Bidder is allowed to re-submit the Bid and related Bid documents before the last date of Bid submission and time. The Bid can be re-submitted as many times as required by the Bidder, within the indicated timelines. The last version of the Bid submitted by the Bidder before the Bid submission date and time will be considered for Bid evaluation.</p> <p>4.12The Bidder is permitted to withdraw his Bid before the last date of Bid submission and time through the CPP Portal. The bidder should provide the supporting reasons for bid withdrawal and attach the supporting letter to the Purchaser.</p> <p>4.13During bid evaluation, EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to the Purchase Orders/Contracts executed declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT/IFB. The request for clarification and the response shall be in writing, and no</p>
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		<p>change in the price or substance of the bid including substitution of Purchase Orders/Contracts executed in the bid by new/additional Purchase Orders/Contracts executed for conforming to Qualifying Requirement shall be sought, offered or permitted.</p> <p>For this purpose, only 1 chance, shall be given. If the techno-commercial acceptability of bidder is established upon verification of documents including clarifications submitted, the case shall be considered for further processing. If the bidder happens to be defaulter upon verification of the documents or has not uploaded the required document within the mentioned time frame his bid would be analyzed based on the uploaded documents and if found not in order as per requirement, would be outrightly rejected.</p>
B.	Reverse Auction	<p>Procedure in submission of bids by the bidders during Reverse/Forward auction online.</p> <ul style="list-style-type: none"> ➤ Bidders shall login using their login ID & Password and then using DSC. ➤ Click on My Auctions button given in left side of page, to view Action details for which Techno-Commercially qualified. ➤ For participating in Live Auction, <ul style="list-style-type: none"> a) Click on Live Auction Button. b) Click on View button to participate in interested Auction. c) There is List of qualified Lots in which Bidder can participate against selected Auction. d) Click on Hammer Icon to participate in the respective lot. e) On clicking Hammer Icon, system will show Start price, Decremental (or incremental) price and Current price against lot. Current Price is appearing as Blank in case no bidder has offered price. f) Enter your Price in 'My Auction Price' in multiples of decremental (incremental) value up to above (below) Max Seal % value, and then sign it digitally by clicking on Sign Icon and Clickon submit button. g) System will show your Latest Value / Price Quoted and system will also show LeastAmount/ Rate which any Bidder would have quoted. <p>1. Tender Cum Auction is a combination of Tender Followed by Reverse Auction. It is also called as eRA.</p> <p>Subsequently, Reverse Auction will be conducted amongst techno-commercially qualified / approved bidders after Opening of Financial/Price Bids' online.</p> <p>The Reverse Auction will be normally initiated after Opening of Price Bids. There will be no participation fees for Auction. Only such bidders - who have been found techno-commercially qualified as per requirements of the tender will be permitted to participate in the Reverse Auction.</p> <p>After opening of the price (financial) bids, System displays L1</p>



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		<p>price based on either over all basis or item wise/lot basis automatically. Using this system provided price, which would be auction start price procuring entity will create Reverse Auction and publish the same.</p> <p>The Techno-commercially qualified bidders will receive Auction information through SMS & email. The participating bidders get an opportunity to revise their prices (reduce in case of Reverse Auction). It allows bidders multiple opportunities to offer a price.</p> <ol style="list-style-type: none"> 2. The lowest value quoted by the bidder will become the auction start price for auction and the participant bidders have to quote below the auction price. 3. The Bidder would be allowed to bid lower than the opening price of auction in multiples of the decrement value mentioned in para-5. However, bidder can only bid lower than the Lowest Bid. 4. The auction will be done on bid value (to be provided by bidder) which will be derived based upon cost as mentioned in para below. It is inclusive of any taxes, etc. 5. The minimum decrement value will be Rs. 10,000.00 as mentioned in clause VII below. The reduction shall have to be made as per decrement value or in multiple thereof. 6. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction: <ol style="list-style-type: none"> a) Current Bid Price in the Auction. b) Start Price. c) Decrement value. <p>At no point of time will any bidder see the names of other bidders, or the prices of bidders other than the lowest bid.</p> 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>For example: Current price:- Rs. 4,90,000 Decrement value: - Rs. 10000 System Defined Maximum Seal %:- 50, in this case a bidder can quote minimum decrement amount as Rs 4,90,000-10,000= Rs. 4,80,000 and maximum decrement amount is 490000-245000-10000=235000=240000*.</p> <ol style="list-style-type: none"> 8. A bidder can continue to revise his bid till the auction ends. However, the Bidder cannot quote/Bid equal to the Leading / Lowest Bid. He must always quote lower than the Leading/Lowest Bid site. 9. The evaluation criteria is based on Price alone in auction. The
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		<p>Bidder who quotes the lowest evaluated Price is determined as the lowest bidder.</p> <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> <p>17. Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned.</p> <p>18. All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder against that site and acceptance of the same by HURL will form a binding contract between HURL and the bidder for entering into a contract.</p> <p>19. If the lowest price received during reverse auction is unreasonable or it is unacceptable on ground of being too high compared with estimated price, the HURL management reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable, HURL may not accept such bid and may go for another tender process.</p> <p>20. In case of disruption of service at the service provider's end while the RAP is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be the</p>
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		<p>'Start Bid' price for the restarted RAP. The prices quoted in the prematurely ended RAP will be binding on all the bidders for consideration, if the restarted RAP does not trigger within the stipulated time.</p> <p>21. However, if Reverse Auction does not lead to any bid, HURL shall reserve the right to award the job based on the lowest prices quoted in online commercial bid.</p> <p>22. The successful bidder needs to submit the revised BOQ in line with price quoted by him in reverse auction. The ratio of percentage decrease in cost of each item of BOQ component shall be same as the overall percentage reduction in the bid value originally quoted by successful bidder and final L1 value quoted by successful bidder.</p> <p>23. The detailed Break-up of offered cost, provided by the successful bidder shall be considered and order, if placed, shall be with the same break-up of prices. The successful bidder(s) after reverse auction will be responsible to ensure that the rate as per the breakup of prices provided by him after the reverse auction and total value offered by him in the reverse auction are in same proportion. The successful bidder will not be allowed to increase the rate of any component while submitting the breakup. While giving the break up, the successful bidder will have to consider same rate of taxes as quoted while submitting the commercial bid. In case the successful bidder(s) fail(s) to submit the final BoQ within 3 days or the break up given by bidder does not match with total offered price, the HURL will be at liberty to place order by proportionately reducing the component rates on basis of the breakup of the e-auction bid submitted by the successful bidder along with the initial offer and the same will be binding on the successful bidder.</p>
		<p>Bidders must apprise themselves of the applicable guidelines for submission of and uploading of bids etc. on CPP website.</p>
<p>The GST part of the bill shall be paid only after confirmation of payment from the successful awarded bidder or after confirmation of the corresponding return filed by the contractor from the GST portal. The GST part of the bill shall be withheld till such confirmation.</p>		

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BARAUNI UNIT

Barauni Urvarak Nagar, Begusarai

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

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



SECTION – III

GENERAL CONDITIONS OF CONTRACTS (GCC)



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



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



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		Engineer, appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other.
2	Order of the precedence of the Documents	<p>Subject to order of precedence listed below, all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.</p> <p>The order of precedence of documents shall be as under:</p> <ol style="list-style-type: none"> Contract Agreement and the Appendices Purchase Order/Service Order along with its annexures. Amendment to Bidding Documents Special Conditions of Contract Technical Specifications including Scope of Work General Purchase Conditions The Bid and BOQ submitted by the Supplier Instructions to bidders <p>An amendment issued after issue of Contract shall take precedent over the formal Contract and all other contract documents.</p> <p>In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Documents are listed above.</p> <p>Any error in description, quantity or rate in Bill of Quantity (BOQ) or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Works comprised therein according to drawings and specifications or from any of his obligations under the Contract.</p>
3	Singular and Plural	The singular shall include the plural and the plural the singular, except where the context otherwise requires.
4	Headings	<p>The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.</p> <p>Heading and marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.</p>
5	Communications and Notices	Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the Authorized Representatives named in the Contract.



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



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



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		the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
12	Location	The Services shall be performed at such locations as are specified in the Contract and, where the location of a Special task is not so specified, at such locations as the Owner may approve.
13	Taxes & Duties	<p>Contractor, shall bear all tax liabilities, duties, Govt. levies etc. on account of payments made under this Contract. It shall be the responsibility of the Contractor to submit to the concerned Indian authorities the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.</p> <p>It shall be incumbent upon the Contractor to obtain a registration certificate as a dealer under GST Law, and other law(s) relating to levy of tax, duty, cess etc. and necessary evidence to this effect shall be furnished by the Contractor to the Owner.</p> <p>The Contract Price (of both domestic and foreign Contractor) shall also be exclusive of GST applicable on services as per the rates prevailing as on seven (7) days prior to the date of Techno-Commercial bid opening. In case the Contractor is from outside India, who does not have any fixed establishment or permanent address in India, the GST shall be paid to the concerned Tax Authorities in India by the Owner and the same shall be recovered/ deducted from the Contractor.</p> <p>In case of any variation in the rate of GST during the period of Contract, an equitable amount shall be paid/ recovered from the Contractor to fully take into account any such change.</p> <p>If a new tax, duty or levy is imposed or any rates of tax are increased or decreased under statute or law in India after the date seven (7) days prior to date of Techno-Commercial bid opening and the Contractor becomes liable there under to pay and actually pays the said new tax, duty or levy for bonafide use on the work contracted, the same shall be reimbursed/recovered to the Contractor.</p> <p>As regards Income Tax, Surcharge on Income Tax and other Corporate Taxes, including Cess wherever applicable, the Contractor shall be responsible for such payments to the concerned authorities.</p> <p>The Owner shall be entitled to make necessary tax deductions at source as per the prevalent laws. The Contractor shall be required to submit the PAN details before the submission of the first bill/invoice under the Contract.</p> <p>The GST part of the bill shall be paid only after confirmation of payment from the successful awarded bidder or after confirmation of the corresponding return filed by the contractor from the GST portal. The GST part of the bill shall be withheld till such confirmation.</p>



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



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		technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Owner, and shall at all times support and safeguard the Owner's legitimate interests in any dealings with Sub Contractors or Third Parties.
21	Conflict of Interests	The Contractor shall hold the Owner's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
22	Confidentiality	The Owner and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the Owner to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this clause of GCC.
23	Limitation of Liability	<p>HURL shall in no way be responsible for any liabilities arising out of the Contractor's Contractual obligations with the Contractor's personnel, experts, engineers, sub-Contractors, licensors, collaborators, vendors, or subsidiaries. Similarly, the Contractor shall in no way be responsible for any liabilities arising out of HURL's personnel, sub-Contractors, licensors, collaborators, vendors or subsidiaries.</p> <p>The Contractor and HURL both agree that each shall assume full risk of damages or injury to its own properties, employees and representatives caused by any act or omission to act by their respective employees or representatives, during the performance of this Contract.</p> <p>Except in cases of criminal negligence or willful misconduct,</p> <p>(a) Neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and</p> <p>(b) The aggregate liability of the either party to the other party, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with</p>



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		<p>respect to patent infringement.</p> <p>Notwithstanding anything contained hereinabove, the aggregate liability of the Employer to the Contractor shall not exceed the Total Contract Price, less payments already released to the Contractor, if any.</p>
24	Liability of the Contractor	<p>The Contractor, shall be, liable to and required to indemnify, the Owner as stated under for due performance of the Contract.</p> <p>The Contractor shall indemnify the Owner from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Owner during or in connection with the Services by reason of:</p> <p>(a) infringement or alleged infringement by the Contractor of any patent or other protected right; or</p> <p>(b) plagiarism or alleged plagiarism by the Contractor.</p> <p>The Contractor shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Contractor out of funds provided or reimbursed by the Owner or used by the Contractor in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.</p>
25	Insurance to be taken out by the Contractor	<p>The Contractor</p> <p>(a) shall take out and maintain, and shall cause any Sub-Contractors to take out and maintain, at their (or the Sub-Contractors', as the case may be) own cost, but on terms and conditions approved by the Owner, during the performance of the Contract, the insurance against the risks, and for the coverage as specified in the SCC; and</p> <p>(b) at the Owner's request, shall provide evidence to the Owner showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.</p>
26	Contractor's Actions Requiring Owner's Prior Approval	<p>The Contractor shall obtain the Owner's prior approval in writing before taking any of the following actions:</p> <p>(a) any subcontract relating to the Services to an extent and, with such specialists and entities as may be approved as</p> <p>(b) any other action that may be specified in the SCC.</p> <p>Notwithstanding any approval as above, the Contractor shall remain fully liable for the performance of Services by the Sub-Contractor and its Personnel and retain full responsibility for the Services.</p>
27	Assistance and Exemptions	<p>The Owner shall use its best efforts to ensure the following:</p> <p>(a) To ensure the accuracy of all information and/or data to be supplied by the Owner to the Contractor necessary for performance of the Contract, except when otherwise expressly stated in the Contract.</p> <p>(b) issue to officials, agents and representatives of the Owner all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;</p>



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		(c) provide to the Contractor, Sub-Contractors and Personnel any such other assistance as may be specified in the SCC.
28	Payment Terms	<p>General</p> <p>In consideration of the Services performed by the Contractor under this Contract, the Owner shall make to the Contractor such payments and in such manner as stated below:</p> <p>Payments will be made in the currency or currencies in which the Contract Price has been stated in the Contractor's bid i.e., INR.</p> <p>No payment made by the Owner herein shall be deemed to constitute acceptance of the Services nor relieve the Contractor of any obligations.</p> <p>Modes of Billing and Payment</p> <p>All the invoices of payment shall be supported by necessary Documents and submitted in quadruplicate for the certification of Engineer-in-Charge for which he will require a maximum time of fifteen (15) days before the same are submitted for processing the payment of amount admitted.</p> <p>The Owner shall pay to the Contractor all the admissible payments within thirty (30) days of certification of the Engineer-in-Charge of the amount payable for the services.</p> <p>Contractor shall furnish the details of Bank Account in the prescribed format along with Bid in order to facilitate the Owner to release Payments electronically through Electronic Fund Transfer system wherever technically feasible. The Contractor shall hold the Owner harmless & Owner shall not be liable for any direct, indirect or consequential loss or damage sustained by the Contractor on account of any error in the information or change in Bank details provided to the Owner in the prescribed form without intimation to Owner duly acknowledged.</p> <p>Vendor Registration:</p> <p>In case of awarding a contract to an unregistered vendor, the vendor registration in HURL vendor data base shall be done based on the GST, MSME, Annexure -2 for bank details etc. submitted along with the bid documents. Once the contractor is registered no changes shall be made in the vendor details till a change request on contractor's letter head is received from the contractor in sign and stamp copy (as per Power of Attorney). The change request should contain the details of the data to be changed, present data, new data and reason for the change along with the supporting documents. For example, in case of change in bank details a change request form on contractor's letter head should contain old bank Account No, New bank account number and reason for change of account number addressing to HURL finance department, along with the cancelled cheque as a supporting document. The Bill payments shall be processed as per the bank details prescribed during the registration or further change request forms if applicable.</p> <p>In case of awarding a contract to HURL registered vendor, the payment shall be processed as per the details shared during initial registration or first awarding or latest bank detail change requests. The same shall</p>



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		<p>apply for other details like MSME or other statutory requirements. The contractor while bidding for the tender should ensure the bid details should match as per the initial vendor registration data or the latest change request.</p> <p>HURL shall not be held responsible for any payment issues if the bank details shared while registration (or the change request if applicable) mismatches with the invoice bank details.</p>
29	Early Warning	<p>If at any time during performance of the Contract, the Contractor or its Sub-Contractors should encounter events, circumstances conditions that may adversely affect the quality of the work, increase the cost of Services or delay the execution of the Services, the Contractor shall promptly notify the Owner in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor's notice, the Owner shall evaluate the situation, and the Contractor shall cooperate with the Owner in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.</p>
30	Extension of the Intended Completion Date	<p>In the event the Contractor is unable to complete the assignment by the Intended Completion Date it may request the Owner to extend the Intended Completion Date giving reasons. The Owner may extend the Intended Completion Date if the reasons given by the Contractor, including prior review where necessary, are found acceptable. The Owner shall, however, decide by how much to extend the Intended Completion Date.</p>
31	Good Faith	<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	Liquidated Damage (LD) for Delay	<p>If the Contractor fails to complete the Work on or before the scheduled or extended date of completion, he shall, without prejudice to any other right or remedy of the Employer, arising out of the Contract on account of such delay, be liable for payment of liquidated damages @ ½ percent per week, not as penalty, on the Contract Value of the Work for every week that the progress remains below the required progress or that the Work remains incomplete subject to a maximum of 5% of the Contract Value.</p> <p>In case of amendment in the contract value, the limiting value of the Liquidated damages shall be 5% of the amended Contract Value.</p> <p>The amount of Compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Owner.</p>
33	Change in laws and regulations	<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</p>



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		been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to items in respect of both direct transactions between the Employer and Supplier.
34	Performance Security	<p>Within thirty (30) days of the receipt of Purchase Order/Service Order from the Employer, the contractor shall furnish the Contract Performance Guarantee (CPG), if applicable, for the due performance of the Contract for ten percent (10%) of the Contract Price with an initial validity up to ninety (90) days beyond the completion date for work plus defect liability period (if any), for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer as mentioned below.</p> <p>CPG may be submitted in any of the following forms:</p> <ol style="list-style-type: none"> a) crossed Demand Draft / Bankers cheque drawn in favour of HURL Payable at New Delhi. b) An irrevocable Bank Guarantee as per the HURL standard format from any Nationalized bank / Scheduled Bank as acceptable to HURL as per list enclosed. <p>Failure of the supplier to submit the above-mentioned Contract Performance Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p> <p>No interest shall be payable by the Employer to the Contractor against the Security Deposit furnished.</p> <p>Performance Security shall be returned after Certification of completion of work by EIC. However, the contractor will have to apply in writing, for refund of the same.</p> <p><u>IMPORTANT:</u></p> <p>In case of PBG payment through RTGS/NEFT, bidder must mention “ PXXX-Bidder name” in transaction description while making the payment. “XXX” to be replaced with the last three digits of the tender reference number.</p> <p>(Example: Bidder Name: Pqrst Pvt. Ltd. , Tender No.: HURL/BR/CC/22-23/432 then the payment description to be mentioned as “P432-PqrstPvtLtd”)</p>
35	Force Majeure	<p>Neither CONTRACTOR nor OWNER shall be considered in default in the performance of their obligations under CONTRACT, as long as such performance is prevented or delayed for reasons such as, including but not limited to, whether similar or dissimilar, acts of God, earthquake, tidal wave, tsunami, hurricane, storm, typhoon or cyclone (except monsoon), floods, lightening, land slide, fire or explosions, plague or epidemic, strikes of a whole National category of workers and concerted act of workmen or other industrial disturbances (lasting more than 7 consecutive calendar DAYS), lockouts (lasting more than 7 consecutive calendar DAYS), sabotage, blockade, war, riots, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, terrorist acts, insurrection or military or usurped power of confiscation or trade embargoes or destruction or requisition by order of any Government or any Public Authority or for reasons or</p>



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	<p>cause beyond the reasonable control of the affected party provided notice of any such cause is given forthwith and in any event not later than one week (7) DAYS of the happening of the event by the party claiming the benefit of this Clause to the other specifying the matter constituting FORCE MAJEURE explaining to what extent contractual obligations will thereby be prevented or delayed and the further period for which it is estimated that such prevention or delay will continue. CONTRACTOR shall provide justificatory documents countersigned by the local Chamber of Commerce. Notwithstanding the forgoing, FORCE MAJEURE shall not include (a) weather conditions reasonably to be expected for the climate in the geographic area of the SITE including but not limited to the monsoon season, (b) the occurrence of any manpower or material shortages unless such a shortage is itself caused by an event of force majeure, or (c) any delay, default or failure (direct or indirect) in obtaining materials, or in any SUB-CONTRACTOR/VENDOR or worker performing any WORK or any other delay, default or failure (financial or otherwise) attributable to SUB-CONTRACTOR/Vendor/worker, unless such delay, default or failure results from any act, event or condition which would, with respect to such SUBCONTRACTOR/ VENDOR/ worker, constitute an event of force majeure.</p> <p>If the CONTRACTOR suffers delay in the due execution of the contractual obligations due to delays caused by force majeure as defined above, the agreed time of completion of job covered by this CONTRACT or the obligation of the CONTRACTOR shall be extended by a period of time on account of force majeure conditions, provided that on the occurrence of any such contingency, the CONTRACTOR shall within 30 days reports to the OWNER in writing, the cause of delay and likely duration of cause of delay with requisite documentary evidence.</p> <p>Should one or both the parties be prevented from fulfilling the contractual obligations by a state of FORCE MAJEURE lasting continuously for a period of 6 weeks, the two parties shall consult each other regarding the future implementation of the CONTRACT. The mere shortage of labour, materials or utilities shall not constitute FORCE MAJEURE unless caused by circumstances which are themselves FORCE MAJEURE.</p> <p>CONTRACTOR and OWNER shall endeavour to prevent, overcome or remove the causes of FORCE MAJEURE.</p> <p>No ground for exemption can be invoked if CONTRACTOR has failed to give timely notice by registered letter and subsequently supported it by documentary evidence.</p> <p>Delay or non-performance by a party hereto caused by the occurrence of any event of FORCE MAJEURE shall not:</p> <ul style="list-style-type: none"> (a) Constitute a default or breach of the CONTRACT, Or (b) Give rise to any claim for damages or additional cost or expense occasioned thereby, if such delay or non-performance is caused
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		<p>by the occurrence of any event of FORCE MAJEURE. FORCE MAJEURE conditions are not payable under any circumstances. Force Majeure is no one's fault, therefore each party should bear its own cost and a provision to terminate the CONTRACT in case of Force Majeure extending beyond six (06) month is provided. Should OWNER wish the CONTRACTOR to continue further, both parties may sit together and mutually agree on the future course failing which Parties will have the right to terminate. Such termination shall not be considered as Termination for Owner's Convenience. However, outstanding invoices, payment for supplies made and payment to the work already performed will be paid by OWNER on such termination and shall be detailed at the time of CONTRACT finalisation. CONTRACTOR shall have the right to take action to mitigate the impact of the prolonged Force Majeure event in mutual consent with Owner. FORCE MAJEURE shall not apply to any obligation of the OWNER to make payments to the CONTRACTOR under the contract.</p>
36	No Breach of Contract	<p>The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.</p>
37	Measures to be Taken on Force Majeure	<p>A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor, upon instructions by the Owner, shall either:</p> <p>(a) demobilize, in which case the Contractor shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Owner, in reactivating the Services; or</p> <p>(b) continue with the Services to the extent possible, in which case the Contractor shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.</p>
38	Suspension	<p>The Contractor shall, on receipt of the order in writing of the Engineer-in-Charge, suspend the progress of the Works or any part</p>



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



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		influence a procurement process or the execution of a contract to the detriment of the Owner and includes collusive practice among Contractors (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition.
40	Termination for Insolvency	The Owner and the Contractor may at any time terminate the Contract by giving notice to the other party if: (a) the Owner becomes bankrupt or otherwise insolvent; (b) the Contractor becomes (or, if the Contractor consist of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or (c) in such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.
41	Termination for Convenience	The Owner, by notice sent to the Contractor, may in its sole discretion and for any reason whatsoever, terminates the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Owner's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective. In event of termination of Order/Contract, the Employer shall pay to the Supplier/Contractor the Contract Price, properly attributable to the works/supplies executed by the Supplier/Contractor as on the date of termination. However, any sums due to the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Order/Contract.
42	Termination because of Force Majeure	The Owner and the Contractor may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
43	Cessation of Services	Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clauses 39 to 42, the Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.
44	Payment upon Termination	Upon termination of this Contract pursuant to GCC Clauses to 39 to 42, the Owner shall make the payments to the Contractor for Services satisfactorily performed prior to the effective date of termination.
45	Disputes about Events of Termination	If either Party disputes whether an event specified in GCC Clause 39, 40 or 41 has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 46, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.



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		In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC Clause 46.
46	Settlement of Disputes	<p>of Adjudicator</p> <p>Managing Director (MD) of HURL shall be the Appointing Authority for Adjudicator. Adjudicator under the Contract shall be retired judge of Supreme Court/High Court of India.</p> <p>If any dispute of any kind whatsoever shall arise between the Owner and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the services—whether during the progress of the work or after their completion and whether before or after the termination, abandonment or breach of the Contract—the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.</p> <p>The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Owner or the Contractor within fifty-six (56) days of such reference, the decision shall become final and binding upon the Owner and the Contractor. Any decision that has become final and binding shall be implemented by the parties forthwith.</p> <p>Should the Adjudicator resign or die, or should the Owner and the Contractor agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the Contract, another Adjudicator shall be jointly appointed by the Owner and the Contractor. Failing agreement between the two within twenty-eight (28) days, the new Adjudicator shall be appointed at the request of either party by the Appointing Authority. Expenses incurred in the process of adjudication including the fees required to be paid to the adjudicator, if any, shall be shared equally between the Owner and the Contractor.</p> <p>Arbitration</p> <p>If either the Owner or the Contractor is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within twenty-eight (28) days of a dispute being referred to it, then either the Owner or the Contractor may, within fifty-six (56) days of such reference, give notice to the other party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with above clause, shall be finally settled by arbitration. Arbitration may be commenced prior to or</p>



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	<p>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> <ol style="list-style-type: none"> a) President, Institution of Engineers in case of an Indian Contractor. b) President, International Chambers of Commerce, Paris in case of a Foreign Contractor. <p>If one party fails to appoint its arbitrator within forty-two (42) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.</p> <p>If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned under the Clause related to Governing Law and a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>Arbitration proceedings shall be conducted</p> <ol style="list-style-type: none"> (i) in accordance with the following rules of procedure: - <ol style="list-style-type: none"> a) In case of a foreign Contractor, the arbitration proceeding shall be conducted in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976. b) In case of an Indian Contractor, adjudication/Arbitration proceedings shall be conducted in accordance with Indian Arbitration and Conciliation Act 1996. In case the Indian Contractor is an Indian Public Sector Enterprise/Government Department (but not a State Govt. Undertaking or Joint Sector Undertaking which is not a subsidiary of Central Govt. Undertaking), the dispute arising between the Owner and the Contractor shall be referred for resolution to a Permanent Arbitration Machinery (PAM) of the Department of Public Enterprises, Government of India. c) In case of a foreign collaborator/associate of the Contractor, the arbitration proceedings shall be conducted in accordance with the United Nation Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976. (ii) in New Delhi, India (Place for Arbitration) (iii) in the language in which this Contract has been executed. <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</p>
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		binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.
47	Fraud Prevention Policy	<p>The Supplier along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall strictly adhere to the Fraud Prevention policy of the Employer displayed on its tender website http://www.hurl.net.in.</p> <p>The Supplier along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of the Contract (Purchase Order/Service Order).</p> <p>The Supplier shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.</p>
48	Risk purchase	<p>In the event Contractor fails to execute the services in scheduled completion period, HURL reserves the right to get the job executed from any other source at the Contractors risk and cost and the difference in cost shall be borne by the Contractor.</p> <p>Further, HURL shall retain the right of forfeiture of Performance Security and or any other action as deemed fit.</p>
49	Price Basis	<ol style="list-style-type: none"> 1. The services shall be carried out at HURL Barauni as required by EIC. 2. The contractor shall ensure that the submitted quotation shall be in line with the latest statutory compliance. 3. To & Fro, Fooding, Boarding, Lodging and Local conveyance is in the scope of contractor.

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

Barauni Urvarak Nagar, Begusarai

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

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



SECTION – IV

SPECIAL CONDITIONS OF CONTRACTS (SCC)

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

SCC Clause	Reference Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract or additional clauses
1	Qualifying Requirements / Pre-Qualification Criteria (PQC)	As per clause 6.0 of Section 1 i.e., NIT (Notice Inviting Tender).
2	Price Bid/ BOQ	<p>Schedule of price bid / BOQ in the form of BOQXXXX.xls is provided along with this tender document at https://eprocure.gov.in/eprocure/app.</p> <p>Bidders are advised to upload the same in the commercial bid. Bidder shall not tamper/modify download price bid template in any manner. In case if the same is found to be tampered / modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with HURL.</p> <p>The quoted rate/amount shall be inclusive of taxes duties, levies including any other incidental charges applicable for the complete scope/supply excluding GST.</p> <p>The GST shall be paid extra as per the provisions of Clause 6 (i.e., Taxes and Duties) of SCC.</p> <p>Note: Quantity mentioned in the SOR is non-splitable under the tender.</p>
3	<u>Bid Evaluation</u>	<p><u>Pre-Qualification Evaluation</u></p> <p>HURL, by the examination of Techno-Commercial Bid, will determine to its satisfaction whether the participating bidders are qualified to satisfactorily perform the contract in terms of Pre- Qualification Criteria stipulated in clause 1 of SCC.</p> <p>An affirmative determination of meeting the Pre- Qualification Criteria will be a prerequisite for further evaluation of Techno-Commercial bid. A negative determination will result in rejection of the Bidder's Techno-Commercial Bid in which event HURL will not open the Price Bid of the concerned bidder and his EMD shall be returned.</p> <p><u>Technical Bid Evaluation</u></p> <p>Bids shall be scrutinized on Techno-Commercial parameters based on the documents as mentioned in Annexures to ITB. Bidders are required to submit fully compliant bid. The bidders are required to furnish no deviation certificate in conformity to same. The bidder who has not submitted / furnished such</p>

certificate, their price bid shall not be opened. The PRICE BID shall be opened only of those bidders whose bid would have been considered techno-commercially accepted. Conditional bid will not be accepted.

Price Bid Evaluation

Price bid(s) of the bidder(s) shall be evaluated on the basis of **Percentage Rate basis of** bidder's quote for all the items as quoted by bidder in SOR excluding GST amount.

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

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

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

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

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

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

		<p>commercial bid.</p> <p>HURL Reserves the right to cancel the reverse auction as per the requirement. The management reserves the right to accept/ reject any or all tenders at the time prior to award of contract without assigning any reasons whatsoever.</p>
4	Award Criteria	<p>HURL reserves the right to negotiate price with L1 bidder.</p> <p>HURL will award the Contract to the successful Bidder whose Technical and Commercial bid has been determined to be substantially responsive and Price Bid to be the lowest evaluated Bid.</p>
5	Contract Price	<p>Price to be quoted shall be firm and subject to no escalation whatsoever during the contractual completion period including extended period, if any, except for any statutory variations i.e. change in the rate of tax & duty and/or inclusion of any new tax & duty. Bid with variable price will not be accepted.</p> <ol style="list-style-type: none"> 1. Material shall be delivered at HURL, Barauni plant site. 2. FOR – HURL Barauni 3. Packing, Forwarding, Freight & insurance is in the scope of supplier. 4. For installation / ARC / AMC services, the services shall be carried out at HURL Barauni plant site as required by EIC. To & Fro, Fooding, Boarding, Lodging and Local conveyance is in the scope of contractor.
6	Taxes and Duties	<p>The Bidder shall include all the taxes, duties/ levies etc (except GST) in their quoted rates / prices. GST charges shall be paid extra at actual by the owner limited to the GST charges indicated by the bidder in the summary of SOR. Statutory variation in taxes and duties including imposition of any new tax & duty, within the scheduled Completion period, as per Contract/Work order, shall be paid by contractor.</p> <p>The Contractor has to submit / furnish all necessary documents / information to enable claim the input credit benefit, if any, under GST rules.</p> <p>The contractor shall indemnify the Company against levy of any taxes/charges etc., imposed by the Govt. or any authority which are in existence at the time of submission of tender and also future statutory levies and the Contractor failed to deposit the same. The Company shall have the right to recover the total amount of tax so assessed including litigation expenses from contractor's bills / security deposit.</p> <p>GST payment applicable at the time of awarding the contract shall be subject to any change in GST law in future.</p> <p>The GST part of the bill shall be paid only after confirmation of payment from the successful awarded bidder or after confirmation of the corresponding return filed by the contractor from the GST portal. The GST part of the bill shall be withheld till such confirmation.</p> <p>GST Registration Number of HURL Barauni is 10AADCH9368N1Z7</p> <p>Please mention GST Number & PO number in Invoice / Challan wherever applicable</p>

		and HURL shall not be liable for any delay in payment if the same is not mentioned.
7	Payment Terms & Documents required for Payment	<p>7.1 The Owner shall pay to the Contractor all the admissible payments for actual delivered quantity within thirty (30) days of receipt of material at HURL Barauni site and certification of the Engineer-in-Charge.</p> <p>7.2 Bidder must deposit PBG 10% of the contract value in advance. Security deposit/PBG will be refunded after completion of the contract. In case of PBG payment through RTGS/NEFT, Bidder must mention "P357-BIDDER NAME" in transaction description while making the payment (Refer Clause 15 of Section II-ITB).</p> <p>7.3 Tax deduction at source Income tax, as applicable as per income tax act, shall be deducted at source from the Contractor's bills and a certificate towards this deduction shall be issued to the Contractor.</p> <p>7.4 Price Basis: Shall be firm till the completion of the contract.</p> <p>7.5 For manpower contract any increasing or decreasing in statutory minimum wage as notified by the Government with respect to minimum wage shall be reimbursed to or deducted from the contractors bills from date of said increase or decrease effected by the Govt. in respect of each worker engaged by the contractor during pendency of the contractor. Also, consequential effect of increase/decrease, minimum wages toward PF (Limited to Employer's contribution only), bonus, ESI shall also be reimbursed to the contractor or deducted from the contractor's bill as case may be subject to the production of the relevant proof. Mode of reimbursement of such differential wage will be as follows:</p> <p>"All difference in wage shall be reimbursed on actual labour deployment basis after completion of 12 months of contract period or final bill whichever is earlier on the written request of the contract with requisite statement and proof of documents for claim"</p> <p>However, the owner shall not reimburse any increase in amount thereof towards income tax and sale/trade at, any other applicable taxes etc. these liabilities are to be borne by the contractor only.</p> <p>7.6 There shall be no service charges / profit component payable to the contractor on account of differential amount reimbursed to the contractor towards increase in the minimum wages.</p> <p>7.7 TDS shall be deducted as per the statutory norms.</p>
8	Defect Liability	As per Section V i.e., SOR, Scope of Work, Technical Specifications and Other Terms and Conditions.

	Period	
9	Governing Laws GCC CLAUSE 6	As per GCC.
10	Effective Date GCC CLAUSE 14 & 15	as per Section V i.e., Scope of Work, Technical Specifications and Other Terms and Conditions.
11	Commencement of supply GCC CLAUSE 16	02 Months from the date of Handover of Site.
12	Insurance to be taken out by the Contractor GCC CLAUSE 25	<p>The contractor shall, during the execution of the work, properly cover up and protect any part of the work liable to injury by exposure to the weather and; shall take every reasonable precaution against accident or injury to the work from any cause. All contractors' equipment shall be at the sole risk of the contractor. The insurance of the manpower entering the plant premises for delivery of the item shall be on contractor's scope.</p> <p>Insurance Coverage in respect of all your work men towards death or bodily injury or occupational disease sustained by the workmen arising out of and in course of employment as per the statutory requirement is under the scope of contractor.</p> <p>Necessary insurance(s) to cover accident risk for his employee's loss of life, material etc. to crew or the third party to be arranged by Contractor at this cost. All contractors' equipment shall be at the sole risk of the contractor.</p> <p>The contractor will insure all his personnel employed for the execution of the work against any personal injury that may be sustained by them as a result of the execution of the work and present satisfactory evidence to the owner/consultant that such insurance is in force.</p> <p>The contractor shall take WC policy and ESIC policy for the deputed manpower and the charges are deemed to be included in the quoted price or as per statutory compliance.</p> <p>Any other insurance required during the execution of work.</p> <p>The contractor is required to arrange transit insurance cover for all risks involved in the transit of material from source to destination. Any other insurance required during the execution of work / supply of material etc.</p> <p>The insurance charges are deemed to be included in the quoted price.</p>
13	Contractor's Actions	

	Requiring Owner's Prior Approval GCC CLAUSE 26	<i>As per GCC</i>
14	Contract Period	As per Section V i.e., SOR, Scope of Work, Technical Specifications and Other Terms and Conditions.
15	Signing of Contract Agreement	<p>The successful tenderer / bidder shall be required to execute a contract agreement on non-judicial stamp paper of Rs.1000 in the prescribed proforma (enclosed as Annexure-11 to Section VI i.e., Forms and Procedures) with the Company within 30 (thirty) days of the issue of the work order of the same for carrying out the work according to the general and special conditions of contract specified in the Tender Document.</p> <p>Cost of non-judicial stamp paper shall be borne by successful bidder. The contract shall be presumed to be effective from the effective date contract. The Tender Document, Letter of Acceptance and other correspondence between the Company and the tenderers shall form part of the contract.</p> <p>Failure of the successful tenderer / bidder to execute the above-mentioned Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p>
16	NOTICE OF DEFAULT	In the event of any default by either party hereto, in respect of any of its obligations and responsibilities under the Contract, the party not in default shall give notice in writing to the other party calling upon it to rectify such default. Should the party in default does not rectify such default within a period of thirty (30) days of the receipt thereof within the said period, the other party shall be entitled to treat it as a breach of Contract and notice to that effect shall be given forth with.
17	If a tenderer resorts to any frivolous, malicious or baseless complaints/allegations with intent to hamper or delay the tendering process or resorts to canvassing / rigging/influencing the tendering process, HURL reserves the right to debar such tenderer from participation in the future tenders up to a period of 2 years.	
18	Bidders must before submission of their Bids, acquaint themselves with all applicable regulatory and other legal requirements pertaining to insurance and health, safety and environment requirement in India and rules related to work permit and visa requirements in India or in any way or manner affecting the performance of Scope of Work, the Contractor and the Plant operation and performance including social security, safety, pollution control,	

	permits, licenses, and the other statutory requirements and regulations. The submission of a Bid by the Bidder will be construed as evidence that such an examination was made and the Bidder shall not raise at any time later any claims/disputes against the Owner and the Owner shall not be liable for the same in any manner whatsoever.
19	For proper execution of work sufficient numbers of tools & tackles are to be provided by the agency at their own cost, nothing shall be paid extra for this. The contractor shall abide by all statutory rules and regulations of Local authority, State and Central Govt. as the case may be with regard to statutory benefits and non-statutory benefits prevailing at HURL-Barauni as applicable, at his own cost and hence the agency has to quote their rate accordingly by taking care of all these. HURL reserve the right to terminate the contract at any time during the contract period in case performance is not found satisfactory and work not carried as per instruction of Officer-in-charge.
20	The Bid Specific conditions of contract mentioned In Section V shall supplement the Special Conditions of Contract (SCC) wherever applicable.

HINDUSTAN URVARAK & RASAYAN LIMITED

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

BARAUNI UNIT

Barauni Urvarak Nagar, Begusarai

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

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



SECTION – V

**(SOR, TECHNICAL SPECIFICATIONS
SCOPE OF WORK AND OTHER TERMS & CONDITIONS)**

SCOPE OF WORKS

Renovation work of Command centre, Security rooms and Barracks at Plant Gate No.-1& 2 at HURL Plant Barauni.

Brief Scope of work

The scope shall consist of but not limited to the followings: -

1. Renovation of toilets including all civil as per SOR
2. Renovation of rooms including all civil as per SOR
3. Rehabilitation of damaged structure/foundation/roads/cable/pipe etc. in renovation.
4. Rehabilitation of approach road, drain and sewer if any.
5. Construction of septic tank with soak pit.
6. Replacement of all sanitary and water supply fixture
7. Any addition / alteration / construction work carried out in the Bill of Quantities.
8. Other miscellaneous work.

The scope of work shall also include any other item of work required to complete the work in all respects as per the specifications, drawings and instructions of Engineer-in-charge whether specifically mentioned or not in the tender documents.

Special condition of contract

9. Provision of all necessary labors, construction equipment, instruments and appliances in connection with all above mentioned work as specified or as directed by Engineer-in-Charge or the representative of Engineer
10. Any other item of work as may be required, to be carried out as per CPWD specifications, for completing the job in all respects in accordance with the provisions of contract and or to ensure the structural stability and safety of the work during and after construction
11. CPWD Specifications will be applicable for methodology of execution of work for all DSR items. For NDSR items methodology as per relevant IS codes or structural drawing with method statement shall be provided by Engineer in charge
12. The work shall be carried out as and when required by HURL with all safety precautions.

13. The contractor shall ensure all his workers shall have Personal Protective Equipment's (PPE"s) at his cost (not to be charged to the worker) and ensure safety of site by providing Barricades for restricting movement of public to work area. The barricade arrangement shall be approved by Engineer in charge keeping in view the overall circulating pattern of the commuters in the station

14. Time period is 02 Months (Including Holiday) from the stipulated date of commencement of work.

15. As the work will have to be carried out in building and area in use the contractor shall ensure: -

a) That the normal functioning of Employees' HURL activity is not affected as far as possible

b) That the work is carried out in an orderly manner without noise and obstruction to flow of traffic.

c) That all rubbish etc. is to be disposed on designated place as per instruction of EIC at the earliest and the place is left clean and orderly at the end of each day's work.

16. The Contractor shall ensure that his Repair/Renovation work staff is qualified and licensed for their part of work. He shall be responsible for their conduct. The staff should behave in a courteous manner. The contractor shall be held responsible for any loss or damage to HURL property (If any).

17. The contractor shall ensure safety of his workers and others at site of work and shall be responsible for any consequence arising out of execution of the Repair and Maintenance work.

18. When instructed to do so, the contractor shall ensure proper record keeping and storing of irreparable/dismantled material.

19. Water and electricity shall be made available free of cost at nearby source of work. The contractor has to make his own arrangement for use of the same including extending temporarily lines etc. The responsibility for following relevant rules, regulations and loss in the regard shall be entirely that of the contractor

20. The scope of the contract includes daily inspection of the premises by the contractor himself, identifying the defects, make a proposal to the engineer, obtain his approval and carry out the work. In general, responsibility of the station building kept cleaned and updated position will rest with the contractor

21. All regular minor and major repairs in existing Rooms of HURL Barauni. i.e., upkeep will be contractor's responsibility and it should be ensured by deploying his staff with instruction for frequent inspection. Further before attending the deficiencies, he should inform concern EIC and QA& I civil so as to ensure quality and timely billing of work done.

22. The work shall be carried out as and when required by HURL with all safety precautions.

Terms and Condition:

1. Quantities indicated in the schedule of rate are tentative only and all the items may or may not be executed either partially or fully. Actual executed items of the contract may vary depending on the actual requirement however total value of the contract will be fixed. Contractors are not allowed to execute any work that include deviation in the original value of contract without prior approval from HURL.
2. The payment shall be released as per monthly RA Bills with all statutory deduction.
3. The contractor will have to engage one (01) civil work experienced supervisor for the supervision and co-ordination of repair/renovation works. He should be available during working hours for taking instruction of EIC for which no extra payment shall be made by HURL, failing which deduction of Rs300.00 per day shall be deducted from contractor's RA Bill.
4. For proper execution of work sufficient numbers of tools & tackles are to be provided by the agency at their own cost, nothing shall be paid extra for this.
5. The contractor has to complete the work of any item of work within short notice as desired by officer-in-charge by increasing of manpower, material, T&P etc. for which no extra cost will be paid.
6. The contractor shall abide by all statutory rules and regulations of Local authority, State and Central Govt. as the case may be with regard to statutory benefits and non-statutory benefits prevailing at HURL-Barauni as applicable, at his own cost and hence the agency has to quote their rate accordingly by taking care of all these.
7. The contractor shall have P.F. code no. As per statutory requirements of provident fund Act, and extend the facilities of P.F. contribution of the act at his own cost and no extra claim shall be entertained by HURL on this account.
8. The contractor shall have to comply with the provision of payment of wages Act, 1936 minimum wages Act, 1948, Employee liabilities 1938, Workers compensation Act, 1923. Industrial dispute Act, 1947, contract labour (Regulation and abolition) Act, 1970 with latest modification thereof or any other related law and rules made time to time. No extra claim shall be entertained by HURL on this account.

9. HURL reserve the right to terminate the contract at any time during the contract period in case performance is not found satisfactory and work not carried as per instruction of Officer-in-charge.

10. The price shall be firm and no variation shall be allowed on any account till execution of complete work.

11. Submission of Invoice: All invoices to be raised in the name of Hindustan Urvarak & Rasayan Limited and will be submitted to EIC, HURL Barauni (Bihar).

12. In the view of pandemic situation contractor have to provide a transit camp for sheltering the manpower involved in work, If needed and all required PPEs should be followed by the worker and issuance of the required PPE's is under contractor scope.

13. The Manpower/ supervisor deployed by the contractor shall ensure that the HURL properties are protected from theft/pilferage/ damage. After necessary investigation, if proved that the contractor/ their personnel are responsible for the incident, the contractor is liable and will be penalized to the extent of the value of the loss and additional charges for each incident as decided by the competent authority of HURL.

14. HURL is not liable at any stage to provide accommodation, transport, food, medical and any other requirement of their personnel deployed at the HURL site.

15. Contractor shall have to complete the work or early completion of emergency maintenance work within short notice as desired by HURL Engineer in Charge (EIC) by increasing of manpower, material, T&P etc. for which no extra cost will be paid.

16. All boarding/ lodging/ Transportation/ Local conveyance of workman engaged shall be in the scope of contractor.

17. In general, the services are to be provided on all working days.

18. The client shall have the right to have any person removed, who is considered to be undesirable or otherwise and similarly the contractor reserves the right to remove the personnel with prior permission of the client, emergencies exempted.

19. The contractor shall depute one full time Supervisor, who shall ensure that all the duties assigned to the firm by HURL must be performed by them in the desired manner.

20. Damage caused to properties of HURL if any, during execution of above work shall be rectified by the contractor at his cost failing which the cost of rectification shall be recovered at market cost of such items from the next R/A Bill / Final Bill of the work contract.

21. The work shall be carried out as and when required by HURL with all safety precautions. Penalty of Rs.500 will be imposed if personnel found without PPE's or engaged in unsafe work.
22. The contractor shall be supposed to have quoted rates, after inspection of location and having considered all the factors i.e., working at height, payment of minimum wages, insurance, labour license, P.F and other statutory contractual obligation.
23. All materials, T&P, Labours, Scaffolding/Working platform of support required for Safe and satisfactory work shall be arranged by the contractor at his own cost.
24. Cost of transport, loading, unloading etc. from EIC's stores to work site etc., will be on Contractor's account.
25. The contractor will produce documentary evidence for all bought out items to be used in the work if the same is asked by Engineer in Charge.
26. The contractor will maintain all statutory registers and records in the proper manner as required by the regulation of various authorities concerned. The HURL will not be responsible for the consequence due to any incorrect and or faulty documentation on the part of the contractor.
27. The Rates quoted shall include for payment of royalties for obtaining earth, morrum, sand, aggregates, stones, etc. Nothing extra shall be paid to the Contractor on this account.
28. If specification for an item of work is not covered by CPWD/BIS specifications, the same shall be decided by the EIC and shall be binding on the Contractor.
29. The EIC shall have the right to cause the Contractor to purchase and use such materials of particular make or from a particular source which may in his opinion be necessary for proper and reasonable compliance with the specifications and execution of work.
30. As and when required by the EIC the Contractor shall provide all facilities at site or at manufacture's works or in approved laboratory for testing of materials
31. and/or workmanship. All the expenditure in respect of this shall be borne by the Contractor. The Contractor shall, when required to do so by the EIC, confirm that the materials have been tested in accordance with requirements of the specifications.
32. Contractor shall be responsible for making all necessary approach roads to the sites of execution for taking his equipments. No extra claim in this regard shall be entertained.
33. The Contractor shall follow all rules and regulations for entry / exit of their men and materials in/from project site as framed by EIC.
34. The EIC shall have authority to stop the work, whenever such stoppage may become necessary to ensure the proper execution of the contract. He shall also have authority to inspect and reject all work and materials which do not conform to specifications, to direct the application of Contractor's forces to any portion of the work, as in his judgment is required, and to order the said force increased or diminished and to decide questions which arise in the execution of the work.
35. The EIC reserve the right to suspend the work or part thereof at any time and no claim whatsoever on this account shall be entertained. In case of any clarification the Contractor may appeal to the EIC whose decision shall be final and binding thereupon.
36. The above inspection shall, however, not relieve the Contractor of his

responsibilities in regard to defective materials or workmanship and the necessity for rectifying or replacing the same.

37. The judgment of EIC for determining the category of an item not mentioned in the schedule shall be final.

38. The Contractor agrees to give the guarantee of his works in the following manner which shall remain valid till the validity of performance guarantee:-

(i) All equipments / materials incorporated in the work shall be new and both workmanship and materials shall be of good quality.

(ii) Should, at a subsequent date, any inside honeycomb/hollowness be detected within a concrete member, he shall investigate other nearby sections for similar occurrence and shall rectify all these members by Pressure grouting at his own cost and as per direction of the EIC

(iii) Should, any element of the structure be detected afterwards not exactly tallying with the working drawing, he shall re-do the element at his own cost and as per instruction of the EIC.

(iv) Should, at a subsequent date, any equipment / materials or fittings or workmanship or any element of the structure be detected as of sub-standard quality he shall either remove the same and shall re-do at his own cost or shall accept an equitable deduction in the contract price should the EIC deemed it inexpedient to correct the work.

(v) Should, at a subsequent date, the basement wall/floor been noted seeping/leaking he shall rectify the same by pressure grouting at his own cost and as per direction of the EIC.

39. For all RCC elements, both underground and above ground, only new plywood and steel shuttering shall be used to produce the concrete surface reasonably plain and smooth which will be integrally finished surface. Any little unevenness shall be made good by rubbing with carborandum stones only. Unless otherwise mentioned, plastering will not be allowed to manipulate and make the surface plain and smooth.

40. If the surfaces after stripping off the shuttering are found to be contrary to the above conditions then the Contractor shall have to dismantle the member and re-do the same to attain the aforesaid surfaces at his own cost.

41. The Contractor shall be responsible for the manner and the method of executing the work. The work shall be subject to the approval of EIC from time to time for purposes of determination of the question whether the work is executed by the Contractor in accordance with the contract.

42. Nothing extra shall be paid for any intricate concrete, shuttering or reinforcement work for foundations of equipment and machinery and for other foundation/superstructure works or for any delay inherent in concreting in small and thin sections in concrete or RCC works etc

43. Nothing extra shall be paid in concrete/RCC works for all rebating, chamfering, grooving, sinking, trotting weathering, molding, etc. to accord with the details shown on the working drawings.

44. In case any claim with regard to the wages of any labour employed by Contractor for the subject job is pending/ reported, EIC shall be fully entitled to withhold payment of final bill pending finalisation of such claims.

45. If it shall appear to the EIC or his representative, that any work has been executed with unsound, imperfect or unskilful workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the Contractor shall, on demand in writing from the EIC specifying the work/materials/articles complained, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require, or as the case may be, remove other unsuitable materials or articles so specified within a period specified by the EIC at his own cost.
46. The site shown on the layout plan shall be cleared by the Contractor of all obstructions, loose stones, materials, rubbish of all kinds of bushes, trees, grass as well as brush wood. All holes/hollow, whether originally existing or produced by removal of loose stones or brush wood, shall be carefully filled up with earth, well rammed and leveled off as directed by the EIC. The Contractor will not be entitled to any payment in this regard.
47. The Contractor shall use the materials only after the approval of EIC, before incorporation of the same in the works.
48. At the request of EIC, Contractor shall at his expense, dismiss from work and replace any such employee as EIC, may deem incompetent or careless or whose continued employment is deemed inimical to the interest of the EIC or against public interest.
49. To determine the acceptable standard of workmanship, EIC may order Contractor to execute certain portions of work and services such as wall, flooring, joinery, finishes, roads and the like under the close supervision of EIC. On approval, these items shall be labeled as guiding samples and work shall be executed to conform to these samples. These samples shall be prepared at the cost of Contractor.
50. Workmanship shall be of best possible quality and all the work shall be carried out by skilled workmen except for those which normally require unskilled persons. If the laws of local government, municipal or other authorities require employment of licensed or registered workmen of various trades, Contractor shall arrange to have the work done by such registered or licensed persons.
51. Workmanship shall be in accordance with the specifications, standards and codes which are part of this tender as well as the established engineering practices for this type of work. For any portion of work executed by Contractor and considered defective by EIC, the Contractor shall have to take necessary remedial measures, to the complete satisfaction of EIC, to make the defective good in order at his own cost without any liability to EIC.
52. The Contractor shall be responsible for the proper workmanship and shall not be relieved of his obligation in this regard just because no objection

was raised by EIC during the progress of work. The workmanship guarantee period will be of 12 months from the date of final completion as a whole, certified by EIC.

53. The EIC or their representative shall reserve the right to inspect/witness, review any or all stages of work at shop/site as deemed necessary for quality assurance.
54. In case Contractor fails to follow the instructions of Engineer-in-charge with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of Engineer-in-charge.
55. The Contractor, during entire duration of the Contract, shall adhere to HSE requirement as per Specification.
56. Housekeeping should be maintained and followed at work area during the work and after completion of the work by the contractor.
57. The contractor shall make his own arrangements for site store cum office for shifting of his safe custody of tools and equipment's at site. Open space shall be provided by HURL inside the Township.
58. In case, interpretation of any job is not clear, the decision of Engineer-in-charge shall be final and binding. In case of doubt, contractor shall consult the Engineer-in-charge or Area-In-charge for clarification before the start of work.
59. Wherever specifications are not clear, clarification for the same can be had from the authority concerned before quoting the rate. Reasoning of any ignorance shall not absolve the contractor of his commitment to the execution of job.
60. All materials including tools and tackles and other materials viz. ladders etc. if required are to be shifted by the contractor for jobs to be attended by the contractor for which no extra payment will be made.
61. Wherever supply of material is in the scope of contractor, the same to be duly approved from Engineer-in-charge before its use in any construction activities/installation.
62. If any item is appearing at two or more places or in various sub heads of the contract, the payment to the contractor shall be made on the basis of lowest quoted rates in the contract /under various sub-heads.
63. The contractor shall give details of manpower to be deployed for successful completion of each work at any time to HURL Engineer-in-charge.
64. In case, any worker/supervisor is not acceptable to Engineer-in-Charge on account of his lack of skill/competence or otherwise, he has to be replaced by the contractor with suitable/acceptable hand.
65. HURL shall have power to make any alteration in, omission from, addition to, or substitutions for original specifications and instructions which may be considered necessary, during the progress of work and Contractor shall

have to carry out the work in accordance with any instruction which may be given to him in writing duly signed by Engineer-in-charge. Such alteration, omission, additions, substitutions, shall not invalidate the contract and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as a part of the work, shall be carried out by the Contractor on the same condition in all respects on which he has agreed to do the main work.

66. Contractor shall be responsible for necessary health check, permits for workmen, employees deployed for working at height as per norms.
67. The Contractor shall not engage any workman having age below 18 years and having age above 60 years. During the contract period if any contractor's workman attains the age of 60 years, the contractor shall replace such workman with new workman.
68. All tools and tackles required for completion of the jobs shall be in scope of contractor.
69. All tools, plant and materials shall be brought by the Contractor to the works site through a covering note to be submitted in 3 copies. One copy of the covering note will be delivered to the security staff and one copy to the Owner/Consultant. The third copy shall be retained by the Contractor. The Contractor shall follow all rules and regulations for entry / exit of their men and materials in/from project site as framed by Owner/Consultant.

S.No	Item Description	Unit	Qty
	Dismantling & Demolising		
1	Surface dressing of the ground including removing vegetation and inequalities not exceeding 15 cm deep and disposal of rubbish, lead up to 50 m and lift up to 1.5 m.. All kinds of soil	Sqm.	750
2	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in- charge. In cement mortar	Cu. M	5
3	Dismantling old plaster or skirting, raking out joints and cleaning the surface for plaster including disposal of rubbish as directed by Engineer-in charge.	SQM	1200
4	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge.1:4:8 or richer mix.	Cu. M	8
5	Demolishing R.C.C. work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer - in- charge.	Cu.M	4
6	Dismantling doors, windows and clerretory windows (steel or wood) shutter including chowkhats, architravs, holdfasts etc. complete and stacking within 50 m lead: Of area 3 SQM. and below	Each	35
	Dismantling doors, windows and clerretory windows (steel or wood) shutter including chowkhats, architravs, holdfasts etc. complete and stacking within 50 m lead Of area beyond 3 SQM.	Each	20
7	Dismantling roofing including ridges, hips, valleys and gutters etc., and stacking the material within 50 metres lead of: Asbestos Cement sheet	Sqm.	18
8	Dismantling C.I. or asbestos rain water pipe with fittings and clamps including stacking th material within 50 metres lead : 100 mm dia	R. M.	20

	Earth work		
9	Excavating trenches of required width for pipes, cables, etc including excavation for sockets and dressing of sides, ramming of bottoms depth up to 1.5 m including getting out the excavated soil and then returning the soil as required in layers not exceeding 20 cm in depth including consolidating each deposited layer by ramming, watering, etc. and disposing of surplus excavated soil as directed, within a lead of 50 m: Pipes, cables etc. exceeding 80 mm dia. but not exceeding 300 mm dia.	R. M.	150
10	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in -charge. All kinds of soil	cum	150
11	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in- charge, beyond 50 m initial lead, for all leads including all lifts involved.	cum	30
	Brick work		
12	Providing brickwork of class designation 75 in cement mortar 1:6 (1cement: 6 coarse sand) as per instruction of Engineer-in-charge.	Cu. M	40
13	Half brick masonry with bricks of class designation 75 in plinth and super structure in cement mortar 1:4 (1 cement : 4 coarse sand)	Sqm.	80
	Plain Cement Concrete & RCC		
14	Providing and laying plain cement concrete, machine mixed and mechanically vibrated in foundations, plinth, unde floors, etc., excluding all necessary cost of centring and shuttering : 1:4:8 (1 Cement : 4 coarse sand (zone-III) derived from natural sources : 8 graded stone aggregate 40 mm nominal size derived from natural sources)	Cu. M	11
16	1:3:6 (1 Cement : 3 coarse sand (zone-III) derived from natural sources : 6 graded stone aggregate 40 mm nominal size derived from natural sources)	Cu. M	4
17	1:2:4 (1 cement : 2 coarse sand (zone-III) derived from natural sources : 4 graded stone aggregate 20 mm nominal size derived from natural sources)	Cu. M	12
18	Providing and laying in position specified grade of reinforce cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level : 1:1.5:3 (1 cement : 1.5 coarse sand (zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size	Cu. M	12

	rived from natural sources)		
19	Reinforced cement concrete work in beams, suspended floors, roofs having slope up to 15° landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases above plinth level up to floor five level, excluding the cost of centering, shuttering, finishing and reinforcement with 1:1.5:3 (1 cement : 1.5 coarse sand (zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources).	Cu. M	3
20	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level. Thermo-Mechanically Treated bars of grade Fe-500D or more.	Kg.	2000
21	Centering and shuttering including strutting, propping etc . and removal of form for : Foundation , footings, bases of columns, etc. for mass concrete	Sqm.	70
22	Suspended floors, roofs, landings, balconies and access platform	Sqm.	30
	Finishing		
23	12 mm cement plaster : 1:6 (1 cement : 6 coarse sand)	Sqm.	250
24	6mm thick cement plaster to ceiling of mix 1:3 (1 cement: 3 fine sand).	Sqm.	80
25	Wall painting with plastic emulsion paint of approved brand and manufacture to give an even shade: One or more coats on old work	Sqm.	1800
26	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade :One or more coats on old work	Sqm.	230
27	Finishing walls with Acrylic Smooth exterior paint of required shade :Old work (Two or more coat applied @ 1.67 ltr/ 10 sqm) on existing cement paint surface.	Sqm.	1600
28	Painting with synthetic enamel paint of approved brand and manufacture to give an even Shade :Two or more coats on new work	Sqm.	80
29	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	Sqm.	1100

30	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 SQMeters and under, including cutting the patch in proper shade, raking out joints and preping and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground, all complete as per direction of Engineer-in-Charge. With cement mortar 1:4 (1cement: 4 coarse sand)	Sqm.	1000
31	Providing and applying plaster of paris putty of 2 mm thickness over plastered surface to repare the surface even and smooth complete.	Sqm.	700
	FLOORING		
32	Providing and laying Ceramic glazed floor tiles of size 300x300 mm (thickness to be specified by the manufacturer), of 1st quality conforming to IS : 15622, of approved make, in all colours, shades, except White, Ivory, Grey, Fume Red Brown, laid on 20 mm thick bed of cement mortar 1:4 (1 Cement : 4 Coarse sand), jointing with grey cement slurry @ 3.3 kg/ sq.m including pointing the joints with white cement and matching pigments etc., complete.	Sqm.	20
33	Providing and fixing Ist quality ceramic glazed wall tiles conforming to IS: 15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete.	Sqm.	25
34	Providing and laying vitrified floor tiles in different sizes (thickness to specified by the manufacturer) with water absorption less than 0.08% and conforming to IS: 15622, of approved make, in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement : 4 coarse sand), jointing with grey cement slurry @ 3.3 kg/ sqm including grouting the joints with white cement and matching pigments etc., complete. Size of Tile 600x600 mm	sqm	240
35	Providing and laying Vitrified tiles in different sizes (thickness to be specified by manufacturer), with water absorption less than 0.08 % and conforming to I.S. 15622, of approved make, in all colours & shade, in skirting, riser of steps, over 12 mm thick bed of cement mortar 1:3 (1 cement: 3 coarse sand), jointing with grey cement slurry @ 3.3 kg/ sqm including grouting the joint with white cement & matching pigments etc. complete Size of Tile 600x600 mm	sqm	45

	Water supply and Sanitary Installations		
36	Providing and fixing white vitreous china pedestal type water closet (European type W.C. pan) with seat and lid, 10 litre low level white P.V. C . flushing cistern, including flush pipe, with manually controlled device (handle lever), conforming to IS : 7231, with all fittings and fixtures complete, including cutting and making good the walls and floors what ever required :W.C. pan with ISI marked white solid plastic seat and lid	Each	2
37	Providing and fixing 8 mm dia C.P. / S.S. Jet with flexible tube upto 1 metre long with S.S. triangular plate to European type W.C. of quality and make as approved by Engineer - in - charge.	Each	2
38	Providing and fixing wash basin with C.I. brackets, 15 mm C.P. brass pillar taps, 32 mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever require White Vitreous China Wash basin size 550x400 mm with a single 15 mm C .P. brass pillar tap	Each	5
39	Providing and fixing water closet squattig pan (Indian type W.C. pan) with 100 mm sand cast Iron P or S trap, 10 litre low level white P.V.C. flushing cistern, including flush pipe, with manually controlled devic (handle lever) conforming to IS : 7231, with all fittings and fixtures complete, including cutting and making good the walls and floors wherever required: White Vitreous china Orissa pattern W.C. pan of size 580x440 mm with intgral type foot rests	Each	2
40	Providing and fixing 600x450 mm beveled edge mirror of superior glass (of approved quality) complete with 6 mm thick hard board ground fixed to wooden cleats with C.P. brass screws and washers complete.	Each	3
41	Providing and fixing toilet paper holder : C.P. brass	Each	2
42	Providing and fixing PTMT liquid soap c ontainer 109 mm wide, 125 mm high and 112 mm distance from wall of standard shape with bracket of the same materials with snap fittings of approved quality and colour, weighing n t less than 105 gms.	Each	3
43	Providing and fixing PTMT towel rail complete with brackets fixed to wooden cleats with CP brass screws with concealed fittings arrangement of approved quality and colour. 600 mm long towel rail with total length of 645 mm, width 78 mm and effective height of 88 mm, weighing not less than 190 gms.	Each	3
44	Providing and fixing white vitreous china flat back or wall corner type lipped front urinal basin of 430x260x350 mm or 340x410x265 mm sizes respectively.	Each	4

45	Providing and fixing stone slab with table rubbed, edges rounded and polished, of size 75x50 cm deep and 1.8 cm thick, fixed in urinal partitions by cutting a chase of appropriate width with chase cutter and embedding the stone in the chase with epoxy grout or with cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 6 mm nominal size) as per direction of Engineer-in-charge and finished smooth. Granite Stone of approved shade	Sqm.	4
46	Providing and fixing C.P.brass bib cock of approved quality conforming to IS:8931 : 15 mm nominal bore (short body bib cock)	Each	7
47	Providing and fixing C.P. brass stop cock (concealed) of standard design and of approved make conforming to IS:8931. 15 mm nominal bore	Each	7
48	Providing and fixing on wall face unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion, (i) Single socketed pipes. 100 mm diameter	RM	60
49	Providing and fixing P.V.C. waste pipe for sink or wash basin including P.V.C. waste fittings complete. Flexible pipe 32 mm dia or 40 mm dia	Each	7
50	Providing and placing on terrace (at all floor levels) poly thylene water storage tank, IS : 12701 marked, with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank.Circular Tank of capacity 1000Lit	litre	2000
51	Circular Tank of capacity 2000Lit	litre	2000
52	Providing and fixing PTMT Ball cock of approved quality, colour and make complete with epoxy coated aluminium rod with L.P./ H.P.H.D. plastic ball. 20 mm nominal bore, 120 mm long, weighing not less than 198 gms	Each	6
53	Providing and fixing CP Jalli of approved make for traps.	Each	20
	DOORS, WINDOWS AND VENTILATORS		
54	Providing and fixing ISI marked flush door shutters conforming to IS: 2202, core of block construction with frame of 1st class hard wood and well matched teak 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters.30 mm thick non-decorative type including ISI marked stainless steel butt hinges with necessary screws.	Sqm.	60
55	Providing wood work in frames of doors, windows, clerestory windows and other frames, wrought framed and fixed in position with hold fast lugs or with dash fasteners of required dia & length (hold fast lugs or dash fastener shall be paid for separately). Kiln seasoned and chemically treated hollock wood	Cu.M.	5

56	Renewing glass panes, with putty and nails wherever necessary including racking out the old putty Float glass panes of nominal thickness 5 mm (weight not less than 12.5kg/sqm)	Sqm.	85
57	Steel work welded in built up sections/ framed work, including cutting, hoisting, fixing in position & applying priming coat of approved steel primer using structural steel etc. as required. In gratings, frames, guard bar, ladder, railings, brackets, gates and similar works	kg	780
58	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately) : For fixed portion Powder coated aluminium (minimum thickness of powder coating 50 micron)	kg	320
59	For shutters of doors, windows & ventilators including providing and fixing hinges/ pivots and making provision for fixing of fittings wherever required including the cost of EPDM rubber / neoprene gasket required (Fittings shall be paid for separately) Powder coated aluminium (minimum thickness of powder coating 50 micron)	kg	200
	WATER PROOFING TREATMENT		
60	Providing and laying water proofing treatment in sunken portion of WCs, bathroom etc. by applying cement slurry mixed with Armourcrete of M/s The Structural water proofing Company Pvt. Ltd. or Tapecrete of M/s CICO Engineering Service consisting of applying: a) First layer of slurry of cement @ 0.488 Kg/SQM mixed with Armourcrete or Tapecrete @ 0.253 Kg/SQM. This layer will be allowed to air cure for 4 hours. b) Second layer of slurry of cement @ 0.242 Kg/SQM mixed with Armourcrete or Tapecrete @ 0.126 Kg/SQM. This layer will be allowed to air cure for 4 hours followed with water curing for 48 hours. (The rate includes reparation of surface, treatment and sealing of all joints, corners, junctions of pipes and masonry with polymer mixed slurry.	Sqm.	20

61	Providing and fixing APP (Atactic Polypropylene Polymer) modified prefabricated five layer 2 mm thick water proofing membrane , black finished reinforced with glass fibre matt consisting of a coat of bitumen primer for bitumen membrane @ 0.40 litre/sqm by the same membrane manufacture of density at 25°C, 0.87 - 0.89 kg/ litre and viscosity 70 - 160 cps. Over the primer coat the layer of membrane shall be laid using Butane torch and sealing all joints etc., and preparing the surface complete. The vital physical and chemical parameters of the membrane shall be as under : Joint strength in longitudinal and transverse direction at 23°C as 350/300 N/ 5 cm. Tear strength in longitudinal and transverse direction as 60/80N. Softening point of membrane not less than 150°C. Cold flexibility shall be upto -2°C when tested in accordance with ASTM, D - 5147. The laying of membrane shall be got done through the authorised applicator of the manufacture of membrane including 2mm (for corrugated roof sheets)	Sqm.	200
	Miscellaneous		
62	Neat cement punning.	sqm	120
63	Making soak pit 2.5 m diameter 3.0 metre deep with 45 x 45 cm dry brick honey comb shaft with bricks and S.W. drain pipe 100 mm diameter, 1.8 m long complete as per standard design. With common burnt clay F.P.S. (non modular) bricks of class designation 7.5	Each	3
64	Providing and fixing aluminium hanging floor door stopper, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour and shade, with necessary screws etc. complete. Single rubber stopper	Each	18
65	Providing and fixing oxidised M.S. casement stays (straight peg type) with necessary screws etc. complete. 200 mm weighing not less than 120 gms	Each	50
66	Providing and fixing unplasticised -PVC pipe clips of approved design to unplasticised - PVC rain water pipes by means of 50x50x50 mm hard wood plugs, screwed with M.S. screws of required length, including cutting brick work and fixing in cement mortar 1: 4 (1 cement : 4 coarse sand) and making good the wall etc. complete. 110 mm	Each	15
67	Providing and fixing aluminium handles, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade, with necessary screws etc. complete : 100 mm	Each	44
68	Providing and fixing aluminium tower bolts, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade, with necessary screws etc. complete : 200x10 mm	Each	45
69	150x10 mm	Each	34

70	Providing and fixing aluminium sliding door bolts, ISI marked anodised (anodic coating not less than grade AC 10 as per IS : 1868), transparent or dyed to required colour or shade, with nuts and screws etc. complete :250x16 mm	Each	22
71	Providing and fixing aluminium pull bolt lock, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour and shade, with necessary screws bolts, nut and washers etc. complete.	Each	8
72	30 mm thick factory made Polyvinyl Chloride (PVC) door shutter made of styles and rails of a uPVC hollow section of size 60x30 mm and wall thickness 2 mm (\pm 0.2 mm), with inbuilt decorative moulding edging on one side. The styles and rails mitred and joint at the corners by means of M.S. galvanised/ plastic brackets of size 75x220 mm having wall thickness 1.0 mm and stainless steel screws. The styles of the shutter reinforced by inserting galvanised M.S. tube of size 25x20 mm and 1 mm (\pm 0.1 mm) wall thickness. The lock rail made up of 'H' section, a uPVC hollow section of size 100x30 mm and 2 mm (\pm 0.2 mm) wall thickness fixed to the shutter styles by means of plastic/ galvanised M.S. 'U' cleats. The shutter frame filled with a uPVC multi-chambered single panel of size not less than 620 mm, having over all thickness of 20 mm and 1 mm (\pm 0.1 mm) wall thickness . The panels filled vertically and tie bar at two places by inserting horizontally 6 mm galvanised M.S. rod and fastened with nuts and washers, complete as per manufacturer's specification and direction of Engineer-in-charge.	Sqm.	20
73	Providing and fixing factory made P.V.C. door frame of size 50x47 mm with a wall thickness of 5 mm, made out of extruded 5mm rigid PVC foam sheet, mitred at corners and joined with 2 Nos of 150 mm long brackets of 15x15 mm M.S. square tube, the vertical door frame profiles to be reinforced with 19x19 mm M.S. square tube of 19 gauge, EPDM rubber gasket weather seal to be provided through out the frame. The door frame to be fixed to the wall using M.S. screws of 65/100 mm size, complete as per manufacturer's specification and direction of Engineerin- Charge.	RM	35
74	Providing and laying 60mm thick factory made cement concrete interlocking paver block of M -30 grade made by block making machine with strong vibratory compaction, of approved size, design & shape, laid in required colour and pattern over and including 50mm thick compacted bed of coarse sand, filling the joints with line sand etc. all complete as per the direction of Engineer-in-charge.	Sqm.	1000
75	Any DSR items	LS	600000

Scope of work and Technical Specification (Electrical)

1.1 SCOPE

- 1.1.1 The scope covers Design, Engineering, Supply, Installation, Testing and Commissioning, delivery at site in well packed condition of the electrical equipments and accessories specified herein required for Electrification Works (Supply & Erection) at HURL, Barauni, Bihar.
- 1.1.2 The scope covers complete internal electrifications of Security command center building / rooms including distribution boards, earthing, Lightning etc. for Lighting, 6A/16A switch socket, Fans etc. as specified and mentioned in SOR.
- 1.1.3 The scope of work shall also include earth pits, civil works such as making earth pit inspection chambers with covers, grouting of equipment base plate, channels, supports and foundation bolts, chipping of concrete or in brick work for earth strips, pipes or other minor chipping for foundation preparation, if required, cutting holes in walls light fitting brackets, sealing of cable entries and making good the same after installation of the equipment and levelling, and other minor similar jobs as per directions of Owner / Engineer-in-Charge.
- 1.1.4 All civil work (like cutting, chipping, grouting, making opening in floor / wall etc. for equipment foundation and cabling work) pertaining to electrical equipment are in the scope of work of the contractor.
- 1.1.5 The contractor shall obtain the necessary clearance from local supply authority for complete electrical installation. Wherever service connections are to be obtained from the local supply company, the contractor shall process the application and obtain the power supply. All necessary drawings, calculations, test certificates and record of site tests etc. as required by the Inspector shall be furnished. Any modification / rectification as required by Electrical Inspector shall be carried out free of cost by the contractor. All fees payable to the supply company and Electrical Inspector for such service connections shall be paid by the owner.
- 1.1.6 Wherever service connections are to be obtained from the local supply company, the contractor shall process the application and obtain the power supply. All fees payable to the supply company and Electrical Inspector for such service connections shall be paid by the bidder.
- 1.1.7 This specification shall be read in conjunction with all referred standards, associated drawings, specification sheets, Inventory / SOR of internal electrification of residential quarters/ building / rooms, SOR for Internal Electrical Works (Supply & Erection) for Renovation of the Existing quarters.
- 1.1.8 Quantities indicated in the Schedule of Rates (SOR) and

Inventory are approximate and these may increase or decrease or some items may even be deleted at the time of actual execution.

- 1.1.9 The contractor shall observe safety rules and take all necessary safety precautions to carry out the internal electrification works.
- 1.1.10 In case of any discrepancies between Technical Specification and SOR in respect of description of equipment / work, the details indicated in the SOR shall prevail.
- 1.1.11 Bidder may visit the site to understand the nature of job and collect the necessary details from site. Bidder shall also develop the layout based on the details provided and submit for approval during detail engg.
- 1.1.12 Scope of internal electrification shall also covers but not limited to complete internal electrifications up to and including main switches, MCBs and distribution boards as specified and as mentioned in SOR.

1.2 REFERENCE STANDARDS

- 1.2.1 All electrical equipment and installation shall comply with the requirements laid down in the latest issue of relevant Indian Standard Specifications and statutory acts / rules / regulations. In the absence of IS for any particular equipment or in case of imported equipment, relevant IEC Standards shall be applicable. All Specifications, publications mean the latest edition.
- 1.2.2 Wherever any requirement, laid down in this standard, differs from that in Indian Standard Specification, the requirement specified herein shall prevail.

1.3 INSTRUCTION TO THE BIDDER

- 1.3.1 This specification covers complete electrifications of Security command center with LT wires, DB's, switch socket, distribution boards. Room switch boards, surface/recess conduits / casing
- 1.3.2 capping, MCB boxes, LED lighting fixtures, wall & ceiling Fan, 6A & 16A switch socket etc as specified in technical specification, SOR, and attachments enclosed with it.
- 1.3.3 Complete work shall be carried out conforming to the provisions of Indian Electricity Act and relevant Indian standard Specifications (ISS). Wherever these regulations are supplemented by the State Electricity Dept., Electricity Undertakings / Boards, the installation shall also comply with these requirements. Wherever the specifications given in this NIT differs from those of the statutory regulations, these specifications shall be followed.
- 1.3.4 Contractor shall submit the sample of the electrical equipments / items for the approval of Engineer-in-charge before procurement

of any of the electrical equipments / items.

- 1.3.5 Bidder shall submit various Layout drawings for owner's approval before proceeding with the installation works. Approval of drawings / documents does not relieve the contractor of his responsibilities to meet the intents of specifications. Cutting chases / groove, wherever required, and making good is deemed to be included in the contractor's quoted rates.
- 1.3.6 Location of Lighting Distribution Boards, Auxiliary Service Distribution Boards, Lighting Sub Distribution Boards, Single Phase Switch Socket Sub Distribution Board, switch boards, light fittings, cable routes, conduit routes, earth pits etc. shall be marked at site and approval of Engineer in- charge obtained before proceeding with the installation work.
- 1.3.7 On completion of works, wiring diagram for complete installation and various Layout drawings as per Drawings and Documents Schedule shall be prepared by the contractor and four copies of the same shall be supplied to the owner (M/s HURL) for their record.

Technical Specification

1.4 SYSTEM OF INTERNAL WIRING

- 1.4.1 Wiring shall be FRLS PVC insulated (Sheathed / Unsheathed) stranded copper conductor cable/ wire in approved PVC conduit wiring as per approved drawings. Wiring is to be terminated in sunken cast iron or pressed steel terminal boxes for mounting modular type fittings like switches, sockets and regulators, etc. complete with modular base, cover plate etc. Cable for lighting and power circuit shall run separately.
- 1.4.2 All circuits shall be indicated and numbered in wiring diagram and all points shall be given the same number as the circuit to switch they are electrically connected. Distributions boards shall also be marked to indicate the circuit number controlled by them.
- 1.4.3 In wiring, no joints in wiring will be permitted anywhere, except in switch box or point outlets, where jointing of wires will be allowed with use of suitable connector. Soldered or taped joints are not permitted for jointing under any circumstances.

1.5 POINT WIRING

- 1.5.1 Installation is to be carried out on point wiring basis, the supply of following shall be deemed to be included in wiring installation works:
 - a) Conduit/channel as the case may be, accessories for the same and wiring cables between the switch box and the point outlet, loop protective earthing of each fan/light fixture.

- b) 650/1100V FRLS PVC insulated copper conductor single core lighting wires of size 1.5/2.5/4 sq. mm as specified for conduit wiring, and PVC insulated 1.5 copper conductor earth wire.
- c) All fixing accessories such as clips, screws, Phil plug, rawl plug etc. as required.
- d) GI or PVC switch boxes for control switches, regulators, sockets etc, recessed or surface type, and phenolic laminated sheet covers over the same.
- e) Outlet boxes, junction boxes, pull boxes etc. provided with switchboards for loose wires/ conduit terminations.
- f) Control switch or MCB, as specified.
- g) PVC concealed conduit as specified with all relevant accessories and junction / inspection boxes.
- h) Ceiling rose or connector (in case of ceiling / exhaust fan points).
- i) Connections to ceiling rose, connector, socket outlet, lamp holder, switch etc.
- j) Bushed conduit or porcelain tubing where wiring cables pass through wall etc.
- k) Back plate (in case of suspended light fixtures)
- l) Wiring of each lighting fitting / receptacle unit / ceiling fan / bell point / exhaust fan, etc. shall be considered as one point.
- m) All civil work (like cutting, chipping, grouting, making opening in floor / wall etc. & making them good after electrification job) pertaining to electrical equipment are in the scope of work of the contractor.

1.6 SURFACE / CONCEALED CONDUIT WIRING

- 1.6.1 Supply, routing and laying of PVC conduit of minimum size 20 mm in walls / ceiling, from lighting panels up to fittings, receptacles / inspection / junction boxes etc. shall be in the contractor's scope.
- 1.6.2 The Contractor shall closely coordinate his work with that of the Civil Contractor. The contractor shall prepare detailed shop drawing and submit for the approval to the owner/ consultant well before commencing the work. The shop drawings shall show setting out details for all components such as conduits and cable routes indicating the number and size of wires in each section of conduit.
- 1.6.3 The layout of conduits shall be such that any condensation or sweating inside the conduit is drained out. Suitable precaution shall be taken to prevent entry of insects inside the conduit. No cable or wire shall be installed until the inside of conduit has been cleaned.
- 1.6.4 All the cuttings and chasings in the brick work / RCC work / Block

work shall be carried out using electrically operated Hilti or Fishcher make casing tool. Further all the drillings and cuttings in the RCC work shall be carried out using core cutting machine. The rate shall include all these and no separate rates towards the same shall be paid to the contractor.

- 1.6.5 Fixing of standard bends of elbows shall be avoided as far as practicable and all curves maintained by bending the conduit pipe itself with a long radius which will permit easy drawing in of conductors. All threaded joints of conduit pipes shall be treated with some approved preservative compound to secure protection against rust. Open conduit ends shall be properly protected to prevent the ingress of dirt and rubbish.
- 1.6.6 Provisions shall be made at expansion joints, where they occur in the building structure. PVC pipe with coupling to be installed to prevent damage to structure / conduits and finishes. Continuity through all such joints shall be maintained.
- 1.6.7 Power wiring shall be kept separate and distinct from light wiring, from the level of circuits, i.e., beyond the branch distribution boards. Conduits for light/power wiring shall be separate.
- 1.6.8 Loads of complete building are distributed in such a way that balancing of 3-ph circuit shall be done.
- 1.6.9 The wiring throughout the installation shall be such that there is no break in the neutral wire except in the form of linked switchgear.
- 1.6.10 In recessed conduit system, routes of conduit will be planned, so that various inspection boxes provided don't present a shabby look. Such boxes can be provided 5 mm above plaster level, and they can be covered with plaster of paris with marking of junction boxes.
- 1.6.11 Installation of conduits for wiring generally will not be taken in floor slabs.
- 1.6.12 Socket outlets along with switch shall be modular type for either 6A 3 pin or 16/6 Amp 6 pin configuration. The third pin shall be connected to earth through protective (loop earthing) conductor. 2 pin or 5 pin socket outlets will not be provided.
- 1.6.13 Sockets for the power outlets of rating above 1KW like for window/split AC etc, shall be of industrial type with associated plug top and controlling MCB.
- 1.6.14 All conduits shall be kept clear of other services, except where intentionally earthed or bonded. Conduits shall be fixed to prevent contact with same at the following minimum spacing.
 - a) 150 mm away from hot water services.
 - b) 50 mm away from all other services.

- 1.6.15 Where desktop to be installed, group of 3 Nos. 6A Plug point to be provided at convenient location.

(NOTE: In SOR/ items where concealed conduit wiring is considered, that SOR/ items can be executed as surface casing capping wiring as per site requirement and direction of site engineer / site in charge keeping the other terms & conditions of concealed conduit point wiring same)

1.7 MATERIALS

- 1.7.1 The cable shall be of PVC insulated and of approved make / grade ISI marked. All materials for fittings / accessories, cable etc. to be incorporated in this work shall strictly comply with latest appropriate Indian Standards. If Indian standards have not been issued relevant current British Standards may be used. Aluminium link clips of width 6 mm to 8 mm shall be acceptable without any price adjustment.
- 1.7.2 The rates for point wiring (power / light) are with the provision of stranded copper conductor of solid drawn copper conductor.

1.8 LIGHTING WIRES

- 1.8.1 The wires for wiring in lighting system shall be 650 / 1100 V, PVC insulated, un armoured with stranded copper conductors, unless otherwise specified. The wires shall conform to IS: 694.
- 1.8.2 The minimum area of conductors shall be 1.5 sq. mm for light point/fan point/exhaust fan point/call bell point and 4 sq. mm for light/power plug.
- 1.8.3 The PVC insulation shall be coloured red, yellow, blue for R, Y, B phase and black for neutral.

1.9 MOUNTING STRUCTURES

Switch sockets, cable trays, Distribution Boards etc shall be mounted / supported on suitable structure fabricated out of standard sections of mild steel, i.e. channels, angels, flats etc conforming to IS: 2062.

A. DISTRIBUTION BOARD

- a) LSDB shall be provided with incoming and outgoing feeders as per SOR and direction of having minimum IP-54 degree of protection.
- b) The enclosure for DB shall be fabricated out of 1.6/2.0 mm thick cold rolled sheet steel having dust, vermin and weatherproof construction conforming to IP54 as per IS:13947.
- c) The miniature circuit breakers (MCBs) shall be so mounted inside the enclosure that their operating knobs project outside for ease of operation. The cut out for the knobs on the enclosure shall be lined with gaskets. For further protection against ingress of dust, the portion

where the knobs have protruded out shall be provided with another external cover, internally hinged at the top, gravity operated and with a knurled knob at the bottom. The external cover shall be flushed with the main cover. Continuous neoprene gasket shall be provided to make the board completely dust and weatherproof.

- d) The LSDB shall have top/bottom entry arrangement for outgoing cables and top/bottom entry for incoming cable provided with heavy-duty double compression type aluminium cable glands suitable for 1.1 KV XLPE-A-FRLS PVC outer-sheathed cables. Glands should be provided with LSDB without any extra cost and the no.s of gland should be two times of no.s of outgoing & incoming.
- e) Three phase and neutral bus bar system of adequate size shall be provided to which all outgoing and incoming MCBs shall be connected.
- f) The internal wiring shall be carried out by means of single core PVC insulated 2.5 sq. mm stranded copper conductor cables.
- g) Individual earth terminals shall be provided for the earth conductor of the outgoing cables beside the phase and neutral terminals.
- h) Suitable label inscription consisting of black perspex with engraving for the board and circuit nos. of all outgoing feeders shall be provided. The label inscription of the board shall contain description and code no. as indicated in specification sheet. The circuit nos. of outgoing feeders shall be serially indicated as 1L, 2L, 17L, 18L.
- i) Two earthing terminals outside the board shall be provided.
- j) The board shall be complete with terminal block, double compression rolled Al cable glands, cable lugs and other accessories as required.

B. PRE-WIRED DISTRIBUTION BOARDS

- a) Pre-wired distribution boards shall be concealed single door housed in purpose made metal cases conforming to relevant Indian standards.
- b) Pre-wired distribution Boards shall be phase segregation type equipped with rigidity fixed Miniature Circuit Breakers (MCB) complying with specific number of relevant code in the phase leads with overload and short circuit protection. The (MCB) shall have adequately sized terminals for the outgoing leads. Pre-wired distribution boards shall have adequately sized terminals or clamps for the incoming conductors. Pre-wired distribution boards shall have an earth bus bar with the necessary number of terminals for connecting the earth continuity conductors associated with the various circuits supplied from the board.
- c) Each Pre-wired distribution board shall have a circuit pasted or otherwise permanently fixed inside the cover stating the designation and details of the circuits controlled, and rating of miniature breakers. Non-flammable insulating barriers shall be provided between poles and phases and all live parts protected with non-flammable insulating shields to prevent accidental contact while operating the miniature breaker.

2.1.1 CEILING FANS

- a) Ceiling fans shall be for operating on 240V, 1 phase, 50Hz supply and shall be complete with standard mounting accessories such as suspension rods, top and bottom caps etc. The fans shall be of approved shade and supplied with appropriate electronic speed regulators (modular type). The ceiling fans shall conform to relevant Indian standard.

2.1.2 CEILING ROSES

- a) Ceiling rose shall be of bakelite and shall comply with IS-371 specification for ceiling roses having two or three terminal plates and of outside diameter not less than 63.5 mm. The flexible cord shall be fixed to ceiling rose in such a way that no weight is carried by the clamping screws. The flexible cord shall be of 23 / 0076 dia. cord with copper conductor.

2.1.3 LIGHTING FIXTURES

- a) All lighting fixtures shall be LED type.
- b) The fixtures shall be complete with all accessories including the driver, lamps and all accessories. The lighting fixtures shall also conform to the specification sheet (attached in this specification).
- c) The fixtures shall be provided with cable glands and a terminal block suitable for termination of copper conductor up to 2.5 sq. mm size.
- d) The fixture shall be so designed that it shall be possible to maintain or replace different accessories without difficulty, including replacement of lamps.

2.1.4 MINIATURE CIRCUIT BREAKERS (MCB)

- a) MCBs shall have silver tungsten contact rewirable connections suitable for flush and surface mounting and shall be suitable for mounting on Din-Rail. MCB and distribution boards shall be as per approved make of list.
- b) All MCBs shall be ISI marked.
- c) All wiring connections required to be made with MCBs shall be carried out by providing necessary thimbles / lugs duly crimped.
- d) MCBs shall be hand operated, air break, quick make, quick break type conforming to applicable standards.
- i) The MCB shall be provided with overload / short-circuit protective device for protection under overload and short circuit conditions. The switch action shall be trip free to inhibit closing under fault conditions. All brass parts shall be electroplated and all steel parts cadmium plated and all contacts silver plated. The minimum breaking

capacity of MCBs shall be 10KA r.m.s. at 415V / 240V AC.

- ii) Miniature circuit breakers shall be SP, DP, TP or 4P and of the current rating all as specified elsewhere or approved. Each miniature circuit breaker shall be provided with spring-washer at each cable termination. All breakers shall be in accordance with the relevant standards.
- iii) The instantaneous magnetic tripping of the MCBs shall be in accordance with the latest edition of the I.E. Regulations. The magnetic tripping of miniature circuit breaker supplying socket outlets shall be 2.7 to 4 times their rated current. The magnetic tripping of the miniature circuit breakers supplying lighting circuits shall be 7 to 10 times their rated current.

2.1.5 JUNCTION BOXES

- a) Junction boxes shall be used for looping of lighting cables in the lighting circuit of fluorescent fixtures. Junction boxes shall be made of cast aluminium having IP55 degree of protection as per IS: 2147.

2.1.6 EXHAUST FANS

- a) The exhaust fans shall be of domestic type, suitable for operating on 240V, 1 phase, 50 Hz supply and shall be complete with self opening louvers and standard mounting accessories such as frame etc.
- b) Exhaust fans shall be fixed in wall by providing, a circular opening to suit the size of the frame, which shall be fixed by means of rag bolts embedded in the wall. The hole shall be neatly plastered to the original finish of the wall. The exhaust fan shall be connected to the exhaust fan point, which shall be wired as near to the opening as possible, by means of a flexible cord.

2.1.7 TERMINAL BOXES

In concealed conduit wiring, the terminal point for power / light socket outlets, switching etc. shall terminate in recessed cast iron or galvanized mild steel boxes fitted flush with wall surface. All terminal boxes shall be properly earthed and connected to earth dolly.

2.1.8 MODULAR TYPE SWITCHES & SOCKETS

Modular type switches and modular type sockets shall be ISI marked and shall be of approved make.

2.2 EARTHING

- a) Complete earthing installation shall be done as per IS: 3043.
- b) Earthing rings/grid shall be provided around the Existing residential quarter
- c) Earthing grid/ring shall comprise of buried GI earth strips and GI pipes/electrodes.
- d) Individual electrical equipment shall be earthed by GI strip. Earth buses

shall be provided for earthing groups of electrical/non-electrical equipment to earthing grid/rings.

- e) All GI conductors shall meet the galvanizing requirement as per IS.
- f) Surplus soil shall be carried away to distance exceeding 50 m and the site left clean and tidy.
- g) Pipes carrying gas / water etc. shall not be used as means of earthing on installation.

3.1 ERECTION, TESTING & COMMISSIONING

3.1.1 The owner may reject any portion of the work considered defective or of poor workmanship and the contractor shall make good these defects without extra cost to owner.

3.1.2 Guarantee / Warrantee Certificate for all electrical equipments / appliances / components shall be handed over to the owner / Engineer-in-charge.

3.1.3 The following tests as specified in IS-732, code of practice for electric wiring and fittings in building shall be complied with before the complete installation is taken over. The contractor shall carry out the tests in the presence of Engineer-in-charge. Electrical wiring test sheet shall be signed both by the contractor's representative and the Engineer-in-charge. All testing equipment shall be arranged by contractor without any extra cost.

3.1.3.1 Insulation resistance shall be measured by 500 volts megger. The insulation resistance in mega ohm of the installation shall not be less than 50 divided by the number of points on the circuit and the resistance of the whole installation shall not exceed one ohm and resistance including earth mass as 5 ohm.

3.1.3.2 Testing Polarity of Switches

A test shall be made to verify that all non linked single pole switches have been fitted in the same conductor throughout and that such conductor has been connected to another or phase conductor or to the non-earthed conductor of the supply.

3.1.4 Contractor shall prepare SLD of the entire distribution system and Lighting Distribution Board, various layout drawings (e.g. point layout, conduit layout etc.) and submit to the owner/consultant for approval. Contractor shall also supply 'as built drawings' for complete installation.

3.1.5 The contractor shall arrange all the necessary erection tools, tackles, testing and measuring instruments and shall supply erection materials and consumables.

3.1.6 The contractor shall clear the site after commissioning of the equipments / system and obtain the Site

Clearance Certificate from owner's Engineer-in-charge.

3.2 MAKE OF COMPONENTS

3.2.1 Make of equipment / components shall be as per attached annexure. Make of equipment / components not indicated shall be subject to owner's approval.

3.3 CO-ORDINATION WITH OTHERS

3.3.1 The contractor shall co-ordinate with owner's other contractors / agencies as required.

3.4 HANDING OVER TO OWNER

3.4.1 The contractor shall hand over the complete installation as a whole. Minor works not specified or mentioned in the scope or SOR but required to complete the job as a whole will have to be done by the contractor without extra cost. Any equipment / installation shall not be deemed as handed over to Owner until the same is complete in all respect and is accepted in writing by the Owner / Engineer-in-charge.

ANNEXURE-

MAKE OF EQUIPMENTS I **COMPONENTS**

NOTE : Items not covered above shall be subject to Owner/ Consultant's approval.

Sl. No.	ITEM	MAKE
1	Prewired MCB-DB (SP/TP)	Adhunik Switchgears Pvt. Ltd.
		Alstom Ltd.
		HPL Protection Technologies
		Havells India Ltd.
		Schneider Electric
		Siemens Ltd.

2	Wall Mounting Type Distribution Board	Controls & Switchgear Co. Ltd.
		Elecmech Corporation
		Globe Electrical Industries
		Havells India Ltd.
		Indo Asian Fusegear Ltd.
		Intrelec
		Legrand India Ltd.
		Reunion Electrical Manufacturers (P) Ltd.
3	MCB/ELCB/RCCB	Adhunik Switchgears (P) Ltd.
		Havell's India Limited
		HPL Electric & Power Pvt. Ltd.
		Indiana Current Control Ltd.
		Indo Asian Fusegear Ltd.
		Legrand India Ltd.
		S & S Power Switchgear Ltd.
		Standard Electricals Ltd.
4	MCCB	Crompton Greaves Ltd.
		GE Power Controls India Pvt. Ltd.
		Havells India Ltd.
		Larsen & Toubro Ltd. (El. Products Divn.)
		Siemens Ltd
		Spaceage Switchgears Limited
5	Copper Wires-600/1100 Volts (Flexible Cable)	Anchor Electricals Pvt. Ltd.
		Finolex Cables Ltd.
		Havells India Ltd.
		Kalinga Cables & Conduit Co.
		Plaza Cable Industries Ltd.
		Polycab Wires & Cables
		TC Communication Pvt. Ltd.

		Delton Cables Ltd.
		Finolex Cables Ltd.
		Plaza Cable Industries Ltd.
		TC Communication Pvt. Ltd.
7	PVC Conduit Pipes	A.K.G.
		Finolex Industries Ltd.
		Kalinga Cables & Conduit Co.
		Plaza Cable Industries Ltd.
		Polypack
		Prakash Industries Ltd.
8	Wall Fan / Ceiling Fan	Bajaj Electrical Ltd.
		Crompton Greaves Ltd.
		Usha
9	Exhaust Fan	Bajaj Electrical Ltd.
		Crompton Greaves Ltd, Usha
10	Modular Switch/Socket	Anchor Electricals Pvt. Ltd.
		Crabtree
		SSK
		Clipsal
11	Lighting Fittings & Accessories / LED Lamp	Bajaj Electrical Ltd.
		Crompton Greaves Ltd.
		Havells India Ltd.
		Keselec Schreder Private Ltd.
		Philips India Ltd.
		Surya Roshni Ltd.

SL No.	DESCRIPTION	UOM	QTY
	(ELECTRICAL)		
I	INTERNAL WIRING:		
1	Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable in surface / recessed medium class PVC conduit, with modular switch, modular plate, suitable GI box, ceiling rose and earthing the point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable etc. as required & as per attached technical specification.	Point	122
2	Supply and Wiring for circuit/ submain wiring alongwith earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface/ recessed medium class PVC conduit as required as per attached technical specification.		
2.1	2 X 1.5 sq. mm + 1 X 1.5 sq. mm earth wire	RM	600
2.2	2 X 2.5 sq. mm + 1 X 2.5 sq. mm earth wire	RM	935
2.3	2 X 4 sq. mm + 1 X 4 sq. mm earth wire	RM	900
3	Supplying and fixing two module stepped type electronic fan regulator on the existing modular plate switch box including connections but excluding modular plate etc. as required.as per attached technical specification.	Each	15
4	Supplying and fixing modular blanking plate on the existing modular plate & switch box excluding modular plate as required as per attached technical specification.	Each	20
5	Supplying and fixing suitable size GI box with modular plate and cover in front on surface or in recess, including providing and fixing 3 pin 5/6 A modular socket outlet and 5/6 A modular switch, connections etc. as required.as per attached technical specification.	Each	40
6	Supplying and fixing suitable size GI box with modular plate and cover in front on surface or in recess, including providing and fixing 6 pin 5/6 A & 15/16 A modular socket outlet and 15/16 A modular switch, connections etc. as required.as per attached technical specification.	Each	50
7	Supplying and fixing suitable size GI box with modular plate and cover in front on surface or in recess, including providing and fixing 2 Nos. 3 pin 5/6 A modular socket outlet and 2 Nos. 5/ 6 A modular switch, connections etc. as required as per attached technical specification. (For light plugs to be used in non-residential buildings).	Each	30
8	Supplying and fixing suitable size GI box with modular plate and cover in front on surface or in recess, including providing and fixing 6 pin 25A modular socket outlet and 25A modular switch/MCB connections etc. as required.as per attached technical specification.	Each	10

9	Supply and fixing 20A MCB in industrial type modular enclosure and modular 16A socket for 1.5 Ton Air Conditioner.	Nos.	5
	DISTRIBUTION BOARDS		
10	Supplying and fixing following way, single pole and neutral, sheet steel, MCB distribution board, 240 V, on surface/ recess, complete with tinned copper bus bar, neutral bus bar, earth bar, din bar, interconnections, powder painted including earthing etc. as required as per attached technical specification. (But without MCB/RCCB/Isolator)		
10.1	12 way, Double door	Each	2
11	Supplying and fixing 5 amps to 32 amps rating, 240 volts, 10KA, 'C' Curve, miniature circuit breaker suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required as per attached technical specification.		
11.1	Double pole	Each	40
12	Supplying and fixing single pole blanking plate in the existing MCB DB complete etc. as required.	Each	10
13	Supplying and fixing following rating, four pole, 415 volts, isolator in the existing MCB DB complete with connections, testing and commissioning etc. as required.		
13.1	63 amps	Each	4
15	Supplying and embedding following dia G.I. pipe (medium class) in pole collar/ foundation (during casting) for cable entry including bending the pipe to the required shape complete as required.		
15.1	100 mm dia	Meter	3
16	Supply, Installation, testing and commissioning of following type LED light fixtures on wall/ Ceiling including all fixing accessories such as leads, etc complete as required as per technical specification.		
17	High quality LED tube batten complete with 1X18W tube (T8) eco-friendly, having S 2000 lumen output, CCT- 6500K, IP-20, luminous efficacy S 100 lm/watt, CRI>80, life S 40000 burning hours, PF>0.95 and THD<10%, no UV radiation etc. suitable for ceiling/wall mounted	Nos	90
18	Wall/Bracket mounted bulk head lighting fixtures complete with bracket, 9W LED bulb eco-friendly, having S 900 lumen output, CCT-6500K, luminous efficacy S 100 lm/watt, CRI>80, life S 40000 burning hours, PF>0.95 and THD<10%, no UV radiation etc. suitable for outdoor installation.	Nos	5
19	Wall mounted high quality LED tube batten complete with single 9W tube (T8) eco-friendly, having S 900 lumen output, CCT-6500K, IP-20, luminous efficacy S 100 lm/watt, CRI>80, life S 40000 burning hours, PF>0.95 and THD<10%, no UV radiation etc.	Nos	5

20	Supply and fixing of Ceiling fan of 1200mm sweep (white colour), suitable for operation on 230 / 240V, 50 Hz, single phase, A.C, supply complete with double ball bearing motor, required down rod, capacitor, three MS blades etc complete.1200 MM Celing fan	Nos	15
21	Supply, Installation, Testing & Commissioning of 250 mm sweep single phase exhaust fan with guards / louvres, along with necessary brackets, all required civil works, making good the walls after fixing the fans etc.	Nos	3
	EXTERNAL LIGHTING FEEDER PILLAR		
22	Design, Supply, Installation, Testing and Commissioning at site of weatherproof Lighting Sub Distribution Board made of CRCA sheet steel IP-55 execution having minimum thickness 2.0 mm suitable for wall/structure mounting and same shall be suitable for DIN rail mounting MCBs/MCCBs/ RCCBs etc. with provision of both (top & bottom) entry with 3 nos. LED phase indicating lamps in incomers. Required nos. of suitable Elmex/phoenix/ connectwell terminals , crimping type Cu lugs and double compression rolled aluminium cable glands for Incomer and outgoing cable feeders including power and control cable glanding and terminations, handling, transportation from owner's store/s storage yard to erection site; unpacking, inspection; dressing of foundation as required; on frame works/supports grouted or welded to columns/structures; mounting in position and connecting of loose components and accessories ; drilling of gland plates with required holes or enlarging existing holes for cable entries; fixing of cable glands and terminal supplied loose; plugging of all unused cable entries in the board/panels to make the same dust and vermin proof, making good of wall/column broken or chipped by cement plastering; minor repair and touch painting work; operational and functional checking; supply of fixing bolts , nuts and washers and other necessary hardwares and civil masonry materials; all work, labour and materials complete as per drawings & documents, specifications, codes and standards and directions of Engineer-in-Charge. Further please note that termination shall also include drilling, tapping of cable insulation, crimping of lugs to the conductor & connection of the lugs to equipment terminal.		
22.1	415V Hose proof and weatherproof industrial type sheetsteel enclosed, 9 way Lighting Distribution Board (LSDB) with timer for outdoor lighting with IP-55 degree of protection having 1 no, 63A 4P MCCB, 3 nos 63A DP ELCB in phase and 9 nos.16A DP MCBs outgoing as per technical specifications, standards etc.	Nos	2
23	SUPPLY AND INSTALLATION OF E A R T H I N G		
23.1	Supply, Installation, Testing & Commissioning ,Earthing with G.I. earth pipe 4.5 metre long, 40 mm dia including accessories, and providing masonry enclosure with cover plate having locking arrangement and watering pipe etc. with charcoal/ coke and salt as required.	Each	4
23.2	Supply & fixing of 25mm x 5mm GI strip on surface / recess / underground for earth connection as required.	Meter	50
23.3	Supply and fixing 6 SWG dia G.I. wire on surface or in recess for loop earthing as required.	Meter	30

HINDUSTAN URVARAK & RASAYAN LIMITED

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

BARAUNI UNIT

Barauni Urvarak Nagar, Begusarai

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

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



SECTION – VI

FORMS AND PROCEDURES (NIT)

INDEX

Annexure	Description
1	Techno-Commercial Proposal Bid Form
2	Format for Electronics Payment
3	Tender Acceptance Letter & Letter of authorization to submit bid
4	No deviation Certificate
5	Certificate from CEO/MD/ Legally Authorised Signatory
6	Acceptance to Fraud Prevention Policy of HURL
7	Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India
8	Format of Bank Guarantee for Bid Security
9	Format of Performance Bank Guarantee
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12	Work orders subject to tender for qualification
13	Bid Security Declaration Form
14	Self-Certification under Preference to “MAKE IN INDIA” Policy.

TECHNO-COMMERCIAL PROPOSAL BID FORM

(To be Submitted on the Letter Head of Bidder)

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

Bidder's Name & Address :

Date:

Person to be contacted :

Designation :

Tel. No(s) :

Mobile No. :

Fax No(s) :

E-mail address:

To

Manager (C&M),

HURL Admin Building Office,

Hindustan Urvarak & Rasayan Limited, Barauni,

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

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

Dear Sirs,

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

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

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

Table 1 : Attachments to the Bid form	
Sr. No	Description
1	Power of Attorney as per requirement mentioned in NIT.
2	Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD) / MSE Certificate for exemption.

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

3.0 COMPLIANCE TO THE PROVISIONS OF THE BIDDING DOCUMENTS

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

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

We hereby confirm that any deviation, variation or additional condition etc. or any mention, contrary to the provisions of Bidding Documents and its subsequent

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

Dated this. ____ day of ____

Thanking you,

Yours faithfully,

Date : ____

Place : ____

(authorised signatory Name).

(Designation)

Company Seal

Format For Electronics Payment

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

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

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

Authorized signatory of the bidder

Name

Designation

Date

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

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Work: -

Dear Sir,

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

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

DECLARATION FOR “NO DEVIATION”**(To be submitted on the Letter Head of the Bidder duly signed by Authorised Signatory)**

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

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

Yours faithfully,
(Signature)

Date: Name & Designation.....

Place: Name of the Company.....

(Seal of Company)

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

Ref.

: Date:

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

Bidding Doc. No.

Dear Sir,

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

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

Yours faithfully,
 (Signature)

Date Name & Designation.....

Place Name of the Company.....

(Seal of Company)

(FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY OF HURL)**(To be submitted on the Letter Head of the Bidder duly signed by Authorised Signatory)**

Ref. :

Date:

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

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

Bidding Doc. No.

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

Date : (Signature of Authorized Signatory)

Place : (Printed Name)

(Designation).....

(Company Seal)

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

Bid Ref No. :

Bidder's Name and Address:

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

Dear Sir,

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

Yours faithfully,

(Signature)

Date

Place

Name & Designation.....

Name of the Company.....

(Seal of Company)

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

Bid Security Form**Bank Guarantee**

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

Bank Guarantee No...

Date...

To:

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

Dear Sirs,

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

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

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

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

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

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

Notwithstanding anything contained herein:

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

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

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

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

Authorized Vide Power of Attorney No...

Date...

NOTE:

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

Bank: SBI
Current account no 37880422277,
IFSC Code- SBIN0004803.

Performance Security Form

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

Bank Guarantee No.....

Date.....

To,

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

Dear Sirs,

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

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

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

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

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

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

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

WITNESS :

.....
(Signature) (Signature).....

.....
(Name) (Name).....

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

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

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

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

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

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

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

BANK GUARANTEE VERIFICATION CHECKLIST

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

CHECK LIST

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

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

Date : Signature.....

Place :

Printed Name of Authorized Person having Power of Attorney.

(Designation)

(Common Seal)

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

FORMAT OF CONTRACT AGREEMENT

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

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

BETWEEN

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

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

NOW IT IS HEREBY AGREED as follows:

ARTICLE 1. CONTRACT DOCUMENTS

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

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

1.2 Order of Precedence

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

1.3 Definitions

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

ARTICLE 2. CONTRACT PRICE AND PAYMENT TERMS

2.1 Contract Price

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

2.2 Payment Terms

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

ARTICLE 3. EFFECTIVE DATE FOR DETERMINING TIME FOR COMPLETION

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

ARTICLE 4. NON-ASSIGNABILITY

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

ARTICLE 5. GOVERNMENT OF INDIA NOT LIABLE

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

ARTICLE 6. Appendices

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

ARTICLE 7. NO LIABILITY ON DIRECTOR AND EMPLOYEE

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

representative of the OWNER for act of omission or commission done or omitted to be done.

ARTICLE 8. WAIVER

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

ARTICLE 9. LANGUAGE OF CONTRACT AND COMMUNICATION

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

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

Signed by for and on behalf of the Owner

[Signature]

[Title]

in the presence of

Signed by for and on behalf of the Bidder

[Signature]

[Title]

in the presence of _____

CONTRACT AGREEMENT

dated the _____ day of _____, 20_____

BETWEEN

["the Owner"]

and

["the Bidder"]

Supply orders subject to tender for qualification

To,

HURL Baruni, Begusarai , Bihar – 851115

Tender No. :

Bidder's Name :

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

In order to meet the PQC of above tender No, we submit below supporting documents:					
Details of Annual Turnover (ATO)				Financial Year	Turn over (INR)
Annual Turnover during					
Annual Turnover during					
Annual Turnover during					
Average ATO for the Preceding 3 Financial Years					
Sl.	Description of items	PO No.	PO Date	PO value in INR	Actual Supplied value
1					
2					
3					
4					
5					
6					
7					
8					

Note: Bidder must submit all requisite documents mentioned above in support of their meeting the PQC requirement. Bidder will be given only one opportunity with fixed deadline to submit any short fall documents/clarification mentioned in Annexure-12 related to work order/purchase order (if required). No work order copies other than mentioned above will be accepted for PQC, technical and financial evaluation at stage of tender evaluation and shortfall query/clarification. Bidder shall clearly mention the details in above table in line with the supporting documents and any vague reply like “attached” / “as per supporting” etc. written in above form such bids shall be liable to reject.

Yours Faithfully,

(Signature of the Bidder with Official Seal)

Bid Security Declaration Form**(On Bidders Letter Head)**

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

Sub: Bid Security Declaration Form

Tender Reference No: -

Name of Tender/Work: -

Dear Sir,

I/We. The undersigned, declare that:

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

Signed:

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

in the capacity of

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

Name:

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

Dated onday of(Insert date of signing)

Corporate Seal (where appropriate)

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

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

CERTIFICATE

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

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

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

Seal and Signature of Authorized Signatory

DECLARATION OF GST NON-ENROLMENT

Dear Sir/Madam,

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

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

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

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

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

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

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

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

Signature of Authorised Signatory:

Name of the Authorised Signatory:

Name of Business:

Date:

Stamp/Seal of the business entity:

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

Date:

To,

Sub: Declaration Regarding GST

Tender Reference No:

Name of Tender / Work: -

Dear Sir,

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

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

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

(Please tick in the applicable Box for GST)

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Note: -

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