



HINDUSTAN URVARAK & RASAYAN LIMITED
(A JV of NTPC, CIL, IOCL, FCIL & HFCL)
SCOPE Minar, Core 3 & 4, 9th Floor,
Laxmi Nagar District Center, Delhi-110092

Instructions for Online Bid Submission:

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

1.0 REGISTRATION

- 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.
- 1.2 As part of the enrollment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 1.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 1.4 Upon enrollment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 1.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 1.6 Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

2.0 SEARCHING FOR TENDER DOCUMENTS

- 2.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.



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2.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

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

3.0 PREPARATION OF BIDS

3.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.

3.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

3.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

4.0 SUBMISSION OF BIDS:

4.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.



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- 4.2** The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 4.3** Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4.4** Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents.
- 4.5** Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the blue colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 4.6** 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.
- 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.
- 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 tender documents become readable only after the tender opening by the authorized bid openers.
- 4.9** The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 4.10** 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



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summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

- 4.11** The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- 4.12** The Bidder is allowed to re-submit the Bid and related Bid documents before the last date of Bid submission and time. The Bid can be re-submitted as many times as required by the Bidder, within the indicated timelines. The last version of the Bid submitted by the Bidder before the Bid submission date and time will be considered for Bid evaluation.
- 4.13** The Bidder is permitted to withdraw his Bid before the last date of Bid submission and time through the CPP Portal. The bidder should provide the supporting reasons for bid withdrawal and attach the supporting letter to the Purchaser.
- 4.14** Shortfall documents: After evaluation of the uploaded documents, shortfall documents, if required, shall be sought from the bidder. For this purpose, maximum 1 chance, shall be given. If the techno-commercial acceptability of bidder is established upon verification of uploaded documents and shortfall documents if any, 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.

5.0 ASSISTANCE TO BIDDERS

- 5.1** Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 5.2** Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be call directed to the 24x7 CPP Portal Helpdesk.

0120-4001 062

0120-4001 002

0120-4001 005

0120-6277 787

Note:- The national toll free number for the helpdesk is 18002337315)



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**E-mail
support:**

For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical - support-eproc(at)nic(dot)in

Policy Related - cppp-doe(at)nic(dot)in

6.0 Reverse Auction

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

- Bidders shall login using their login ID & Password and then using DSC.
- Click on My Auctions button given in left side of page, to view Auction details for which Techno-Commercially qualified.
- For participating in Live Auction,
 - Click on Live Auction Button.
 - Click on View button to participate in interested Auction.
 - There is List of qualified Lots in which Bidder can participate against selected Auction.
 - Click on Hammer Icon to participate in the respective lot.
- 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.
- Enter your Price in 'My Auction Price' in multiples of decremental (incremental) value up to above (below) Max Seal % value, and then sign it digitally by clicking on Sign Icon and Click on submit button.
- System will show your Latest Value / Price Quoted and system will also show Least Amount/ Rate which any Bidder would have quoted.

- I. Tender Cum Auction is a combination of Tender Followed by Reverse Auction. It is also called as eRA.

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

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



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After opening of the price (financial) bids, System displays L1 price based on either over all basis or item wise/lot basis automatically. Using this system provided price, which would be auction start price procuring entity will create Reverse Auction and publish the same.

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

- II. 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.
- III. The Bidder would be allowed to bid lower than the opening price of auction in multiples of the decrement value mentioned in **para V**. However, bidder can only bid lower than the Lowest Bid .
- IV. 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.
- V. 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.
- VI. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:
 - a) Current Bid Price in the Auction.
 - b) Start Price.
 - c) Decrement value.

At no point of time will any bidder see the names of other bidders, or the prices of bidders other than the lowest bid.

- VII. In case of Reverse Auction, in order to displace a standing lowest bid and to become “L1”, a bidder can offer a minimum bid decrement or in multiples of decremental value up to above Max Seal %.
For ex : 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* .



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- VIII. 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.
- IX. The evaluation criteria is based on Price alone in auction. The Bidder who quotes the lowest evaluated Price is determined as the lowest bidder.
- X. System protects bid and bidder information till auction gets over and displays current L1 price to the bidder.
- XI. 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.
- XII. The log details of the entire reverse auction process will be generated by the system once the process of reverse auction is completed.
- XIII. 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 in applicable site. The status of the bidder (L1, L2 etc) against each site shall be evaluated considering either the bid price submitted in Reverse auction or the Price quoted in the price bid, whichever is lower.
- XIV. 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.
- XV. 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.
- XVI. 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 for the site. Any bid submitted earlier by the bidder prior to submission of his last bid will not be considered as the valid price bid.
- XVII. 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.
- XVIII. 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



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and acceptance of the same by HURL will form a binding contract between HURL and the bidder for entering into a contract.

- XIX. 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.
- XX. In case of disruption of service at the service provider's end while the RAP is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be the 'Start Bid' price for the restarted RAP. The prices quoted in the prematurely ended RAP will be binding on all the bidders for consideration, if the restarted RAP does not trigger within the stipulated time.
- XXI. 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.
- XXII. 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 against the site.
- XXIII. 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.

7.0 Fraud Prevention Policy of HURL

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



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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 (**Refer Annexure-M**) with the Tender Document.

8.0 **BENEFITS TO Preference to Make in India / Local Supplier:**

As per **Annexure- O** on Tender Document

The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids.

In case a bidder does not submit the declaration as per **Annexure-P** or no value is indicated by the bidder or statement/ any declaration like 'later', 'to be furnished later', 'NA' etc. are indicated by the bidder, then the bidder shall not be considered as a local supplier and shall not be eligible for any purchase preference. No further claim in this regard shall be entertained by the Employer.

XXXXXXXXXXXXXXXX



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Annexure-A

SPECIAL CONDITIONS OF CONTRACT (SCC)

1.0 Detailed Scope of work:

As mention in **Clause 1 to Annexure-I** (Technical Specifications/Scope of Work)

2.0 Bid Price/ BOQ

Bidders shall quote their per bag price for the Location HURL, Gorakhpur, PO HURL Fertilizer Plant Gorakhpur, U.P-273007 as per BOQ inclusive of taxes duties, levies including any other incidental charges applicable excluding GST and Freight and Insurance Charges. GST and Freight and Insurance Charges to be quoted separately by bidder in the BOQ. Schedule of price bid in the form of BOQ_XXXX .xls which is provided along with this tender document at <https://eprocure.gov.in/eprocure/app>.

Note: -

- 1)** GST shall be paid by the owner at actuals limited to rate quoted by bidder in the BOQ, on submission of documentary evidence.
- 2)** If the bidder quotes Zero “0” in the Applicable GST rate percentage column of the BOQ i.e Column “E”. The GST amount would be deemed to be included in the per unit rate quoted by the bidder in column “D” of the BOQ.

2.1 Price Escalation Formula

As mention in **clause 11 (III) to Annexure-I** (Technical Specifications/Scope of Work)

3.0 Pre- Qualification Criteria:

The pre-qualification criteria's are as under:

S.N	Criteria	Documents required
1.	Experience: The bidder must be a registered entity in India	1. Registration Certificate i.e. Copy of Certificate of incorporation OR in case of partnership firm, notarized copy of Registered Partnership deed 2. Factory License. along with GST registration & PAN card.
2.	Experience of supplying PP bags- Bidder must have executed at least 5 workorders/POs of minimum supply of 5 Lakh PP/BOPP bags per workorder/PO awarded after 01/04/2016	Work Order/PO & completion certificate clearly mentioning the Workorder/PO no., name of the client, period of contract and no. of PP/BOPP bags supplied in workorder/PO awarded after 01/04/2016.



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		For on-going workorder/PO, the number of bags supplied upto the date of issuance of tender enquiry should be mentioned along with Workorder/PO no., name of the client, period of contract in the completion certificate
3.	Experience in Supplying- Bidder should have supplied at least 1.00 lakh PP/BOPP bags per year to Fertilizer Sector during financial years -2018-19 & 2019-2020	Work Order/PO & completion certificate clearly mentioning the Workorder/PO no., name of the client, period of contract and no. of PP/BOPP bags supplied per financial year 2018-19 & 2019-2020. For on-going workorder/PO, the number of bags supplied per financial year 2018-19 & 2019-2020 should be mentioned along with Workorder/PO no., name of the client, period of contract in the completion certificate
4.	Manufacturing capacity: The bidder shall have a minimum total annual manufacturing capacity of 1.2 Crore PP/BOPP bags	Certificate of annual plant(s) manufacturing capacity for PP/BOPP bags from statutory auditor of the bidder
5.	Financial Performance: The bidder shall have a minimum average annual turnover of INR 27.6 Cr. during the preceding 3 years (2019-20, 2018-19 & 2017-18)	Audited financial statements for the preceding 3 years (2019-20, 2018-19 & 2017-18) OR Certificate from statutory auditor of the bidder indicating annual turnover for the preceding 3 years (2019-20, 2018-19 & 2017-18)
6.	Bidder should have comprehensive infrastructure facilities - extruder/tape plant, circular looms, lamination plant, stitching machines, printing machines, baling machines, availability of standby power/DG set (if any) and quality control measures under one shed/premises. Bidder should have uninterrupted power supply to ensure continuity of production	Bidder shall submit self-certification on their letter head by the authorised signatory

4.0 EARNEST MONEY:

- 4.1 Bidders shall have to deposit earnest money of **Rs. 55,13,000.00**(Rupees Fifty-Five Lakhs Thirteen Thousand Only) electronically by RTGS in the account of HURL as detailed at **4.6** below or in the form of bank guarantee in Format Attached as **Annexure-Q**. EMD if submitted in the Form of Bank Guarantee shall remain valid for a period of forty-five (45) days beyond the original Bid Validity period and beyond any extension of bid validity subsequently requested from any Scheduled / Commercial Bank recognised by Reserve Bank of India. Tenders received without earnest money or Earnest Money in the form of BG as mentioned



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above and received after the date of Tender opening shall not be entertained and shall be summarily rejected.

- 4.2 The earnest money shall be forfeited if the Bidder withdraws/ amends, impairs and derogates from the tender.
- 4.3 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.
- 4.4 The Earnest money will be forfeited in the following conditions:
- (a) If at any stage, any of the information/ declaration given by the bidder is found to be false.
- (b) If a bidder withdraws his bid during the period of bid validity period specified in the terms and conditions of tender.
- (c) In case of any selection of bidder, if he fails to enter in to the contract or fails to furnish his responsibilities as mentioned in the above referred clauses of the tender document.
- 4.5 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.
- 4.6 RTGS details of HURL as under:

Account Name-Hindustan Urvarak & Rasayan Limited
Account no-38166287368
IFSC code- SBIN0004803.

- 4.7 Exemption from submission of EMD:

Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006, for goods produced and services rendered, shall be exempted from paying Earnest Money Deposit.



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Further as per MSME Notification S.O. 2119 (E) dated 26th June 2020, from 1st April 2021, Udyam registration shall be the ONLY valid MSME Registration Document. Bidders can also submit Udyam registration.

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.

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

5.0 Performance Bank Gurantee

- a) The successful bidder will have to furnish a Performance Security Guarantee Deposit in form of a Bank draft payable in favor of “Hindustan Urvarak & Rasayan Limited” at New Delhi or a Bank Guarantee for an amount equivalent to 10% of the value of Contract Price (excluding GST) valid for 15 (12 months contract period plus 3 months claim period) months within 15 working days from the issue of notification of award.
- b) This guarantee will be for faithful performance of the contract in accordance with the terms and conditions and technical specification specified in the contract bid documents.
- c) Bank Guarantee is to be submitted in the format prescribed by HURL in this Bid Document **Annexure-J**. Bank Guarantee shall be irrevocable and it shall be from the enclosed list of the Banks in India details as provided in this bid document **Annexure-K**.
- d) The Performance Security Guarantee deposit issued by issuing bank on behalf of the bidder in favour of “Hindustan Urvarak & Rasayan Limited” shall be duly attested to be stamped in accordance with Stamp Act.
- e) In case of failure to the compliance of any of the provisions of the contract, the PBG in full or in part may be forfeited by Hindustan Urvarak & Rasayan Limited, Delhi.
- f) Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money Deposit (EMD).
- g) The Bank Guarantee shall remain valid for a period of three months beyond the original contract period and shall be renewed for a further period, if required so. Performance Bank Guarantee (submitted in any form) will be discharged and returned to the successful tenderer after satisfactory performance of the contract



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during entire contract period from the date of commencement of service. However, the contractor will have to apply in writing, for refund of the same.

- h) Performance Security Guarantee shall not fetch any interest.

6.0 Duration Of Work

As mention in **clause 1 (b)** to **Annexure-I** (Technical Specifications/Scope of Work)

7.0 Taxes and duties

- a) The Bidder shall include all the taxes, duties/ levies etc. in their quoted rates / prices excluding GST and Freight and Insurance Charges. GST and Freight and Insurance Charges to be quoted separately by bidder in the BOQ. GST shall be paid by the owner at actuals limited to rate quoted by bidder in the BOQ, on submission of documentary evidence.
- b) If any rates of tax are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of Order/ Contract, which was or will be assessed on the supplier in connection with performance of the order/ contract, an equitable adjustment shall be made to take into account any such change.
- c) The Contractor has to submit / furnish all necessary documents / information to enable claim the input credit benefit, if any, under GST rules.

8.0 Evaluation Of Bids

Qualification

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 **Annexure-I (Technical Specifications/Scope of Work)**.

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.

Techno-Commercial Evaluation

Bids shall be scrutinized on Techno-Commercial parameters as mentioned in **clause 15.3(checklist)** of NIT. Bidders are required to submit fully compliant bid. The bidders are



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required to furnish no deviation certificate in conformity to same. The bidder who has not submitted/ furnished such certificate, their price bid shall not be opened. However, clarifications shall be sought from bidder for any shortcoming found in their Bid **only once**. The bids along with clarification received by bidder shall be considered for techno-commercial evaluation. The PRICE BID shall be opened only of those bidders whose bid would have been considered techno-commercially accepted.

Price Bid Evaluation

Bidders shall quote the unit rate for the item as sought for in the BOQ inclusive of taxes duties, levies including any other incidental charges applicable, excluding GST and Freight and Insurance Charges. GST and Freight and Insurance Charges to be quoted separately by bidder in the BOQ. GST shall be paid by the owner at actuals limited to maximum quoted by bidder in the BOQ, on submission of documentary evidence in accordance with latest guidelines of Government of India.

Price bid(s) of the bidder(s) shall be evaluated on the basis of SUM-TOTAL of bidder's quote for the item and Freight and Insurance Charges (For 2 Crore Bags) as quoted by bidder in BOQ including 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 considering BENEFITS TO Local Suppliers (Make in India Policy) criteria mentioned at **Clause 8 of Instructions for Online Bid Submission** and **clause 11 (c) (IV) of Annexure-I (Technical Specifications/Scope of Work)**.

The Owner will award the Contract to the successful Bidder whose Techno- Commercial bid has been determined to be substantially responsive and Price Bid to be the Lowest Evaluated Bid in accordance with the above-mentioned criteria's.

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.

9.0 Award Criteria

As mentioned in under Price Bid Evaluation **clause 8.0** above.

10.0 Payment Terms & Documents required for Payment:

As mention in **clause 9** to **Annexure-I** (Technical Specifications/Scope of Work)

11.0 Termination

The Contract is liable to be terminated if the Contractor:



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- (a) Becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets
- (b) Makes an arrangement with or assignments in favour of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or abandons the work; or
- (c) Persistently disregards the instructions of HURL; or
- (d) Fails to adhere to the agreed schedule of work; or
- (e) Assigns or sublets the work in whole or in part thereof without prior written consent of HURL; or
- (f) Defaults in the performance of the contract; or
- (g) At any time, contractor makes default in proceeding with the work/job under the contract with due diligence and continue to do so after a notice issued by HURL; or
- (h) If the contractor obtains the contract with HURL as a result of ring tendering, or with illegal measures;
- (i) Information submitted by the contractor is found to be incorrect.
- (j) If the contractor, sub-contracts any part of the works in violation of the provision of **Clause 31 of SCC**

Such termination shall be by 15 days' notice in writing and no claim/compensation shall be payable by HURL as a result of such termination.

CONSEQUENCES OF TERMINATION

If the contract is terminated by HURL for the reasons detailed above or for any other reasons whatsoever:

- i) Performance Guarantee Bond/Security in any form submitted by the contractor shall stand as forfeited.
- ii) The contractor shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of work or on account of loss of expected profits.
- iii) All the dues payable to the contractor for the supplies executed by him before and upto termination shall only be released after making adjustments for the expenses, charges, demands etc. incurred by the owner as a consequence of termination of the contract.

12.0 Force Majeure

- i. 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

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reasons such as, including but not limited to, whether similar of dissimilar, acts of God, earthquake, tidal wave, tsunami, hurricane, storm, typhoon or cyclone (except monsoon), floods, lightening, land slide, fire or explosions, plague or epidemic, strikes of a whole National category of workers and concerted act of workmen or other industrial disturbances (lasting more than 7 consecutive calendar DAYS), lockouts (lasting more than 7 consecutive calendar DAYS), sabotage, blockade, war, riots, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, terrorist acts, insurrection or military or usurped power of confiscation or trade embargoes or destruction or requisition by order of any Government or any Public Authority or for reasons or cause beyond the reasonable control of the affected party provided notice of any such cause is given forthwith and in any event not later than one week (7) DAYS of the happening of the event by the party claiming the benefit of this Clause to the other specifying the matter constituting FORCE MAJEURE explaining to what extent contractual obligations will thereby be prevented or delayed and the further period for which it is estimated that such prevention or delay will continue. CONTRACTOR shall provide justificatory documents countersigned by the local Chamber of Commerce. Notwithstanding the forgoing, FORCE MAJEURE shall not include (a) weather conditions reasonably to be expected for the climate in the geographic area of the SITE including but not limited to the monsoon season, (b) the occurrence of any manpower or material shortages unless such a shortage is itself caused by an event of force majeure, or (c) any delay, default or failure (direct or indirect) in obtaining materials, or in any SUB-CONTRACTOR/VENDOR or worker performing any WORK or any other delay, default or failure (financial 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.

- ii. 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.
- iii. 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.



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- iv. CONTRACTOR and OWNER shall endeavour to prevent, overcome or remove the causes of FORCE MAJEURE.
- v. 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.
- vi. Delay or non-performance by a party hereto caused by the occurrence of any event of FORCE MAJEURE shall not:
- (a) Constitute a default or breach of the CONTRACT,
Or
(b) Give rise to any claim for damages or additional cost or expense occasioned thereby, if such delay or non-performance is caused by the occurrence of any event of FORCE MAJEURE. FORCE MAJEURE conditions are not payable under any circumstances.
- vii. 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.

13.0 POST DISPATCH INSPECTION

As mention in **clause 2** to **Annexure-I** (Technical Specifications/Scope of Work)

14.0 Sampling & Testing

As mention in **clause 3** of **Annexure-I** i.e Technical Specifications/Scope of Work.



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15.0 Delivery / Dispatch

As mention in **clause 4** of **Annexure-I** i.e Technical Specifications/Scope of Work.

16.0 Mode of Dispatch

As mention in **clause 5** of **Annexure-I** i.e Technical Specifications/Scope of Work.

17.0 NOTIFICATION OF DISPATCH

As mention in **clause 6** of **Annexure-I** i.e Technical Specifications/Scope of Work.

18.0 Transit Risk

As mention in **clause 7** of **Annexure-I** i.e Technical Specifications/Scope of Work

19.0 REJECTION OF BAGS

As mention in **clause 8** of **Annexure-I** i.e Technical Specifications/Scope of Work

20.0 ENGINEER-IN-CHARGE/ ENGINEER

Engineer-in-Charge/ Engineer shall mean the officer appointed by HURL to act on its behalf for any or all matters pertaining to the work to be carried out by you under the scope of this contract..

21.0 Dispute Resolution

Disputes if any, shall be sorted out amicably by mutual understanding. In the event of any dispute of differences whatsoever arising under this contract or in connection there with including any dispute relating to existing meaning and interpretation of this contract, the same if not resolved amicably, shall be referred to MD, HURL, whose decision will be final.

22.0 Arbitration

For any disputes, efforts to be made to resolve with mutual discussion and in case the dispute still persists, the arbitration proceedings will follow.

Except where otherwise provide in the contract all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning , operation or effect of the contract, or out the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice



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by either party to the contract to be referred to MD, HINDUSTAN URVARAK & RASAYAN LIMITED for appointment of Arbitrator.

The Arbitration proceeding shall be governed by the Arbitration & Conciliation Act. 1996, The Arbitration & Conciliation (Amendment Act 2015) or any further statutory modification or re-enactment thereof and the rules made there under.

If the arbitrator, to whom matter is referred, vacates his / her office by any reason whatsoever then the next arbitrator so appointed by the authority referred above may start the proceedings from where his predecessor left or at any such stage he may deem fit.

It is agreed by and between the parties that in case a reference is made to the Arbitrator or the Arbitral Tribunal for the purpose of resolving the disputes / differences arising out of the contract by and between the parties hereto, the Arbitrator or the Arbitral Tribunal shall not award interest on the awarded amount more than the rate of SBI MCLR rate applicable to HURL on the date of award of contract.

23.0 Signing The Contract Agreement

At the same time as the Employer notifies the successful bidder that its bid has been accepted by issuing the LOA, the bidder will send to the employer the Contract Agreement as per the format provided in the bidding documents attached as **Annexure-L**.

Within ten (10) days of receipt of the LOA, the successful bidder shall sign and date the Contract Agreement and return it to the Employer.

24.0 Obligation Of the Bidder

Bidder shall take all necessary permits, licenses and shall abide by all the statutory requirements. Bidder shall keep HURL indemnified from all the statutory requirements to be completed by them being a contractor, during the currency of contract.

25.0 Governing laws

This Contract shall be governed by the Indian Laws for the time being in force and the Delhi Courts alone shall have the exclusive jurisdiction on all matters arising under the contract.

26.0 Subletting of Contract

The successful tenderer shall not sublet or assign the contract or any part of it without obtaining the written permission of the HINDUSTAN URVARAK & RASAYAN LIMITED in advance.



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In the event of the successful tenderer's subletting or assigning the contract or any part thereof without such permission. HINDUSTAN URVARAK & RASAYAN LIMITED shall be entitled to cancel the Contract & forfeit the Security Deposit/ PBG. Even in case, subletting is permitted. HINDUSTAN URVARAK & RASAYAN LIMITED shall not recognize any contractual obligations with the person or party to whom subletting is permitted and shall look to the successful tenderer for satisfactory, due and proper fulfilment of the contract.

27.0 Secrecy

Any information derived or otherwise communicated by HURL to supplier in connection with the contract shall be regarded as secret and confidential and shall not, without the written consent of HURL, be published or disclosed to any third party or made use of by the supplier except for the purpose of implementing the contract.

28.0 CLAIMS

HURL shall be entitled to retain the amount of any of its claim against the successful tenderer, whether liquidated or unliquidated arising out of the contract under reference or otherwise, however and set off the same prorate against any amount payable to the successful tenderer under the contract under reference, without prejudice and in addition to the other rights of HINDUSTAN URVARAK & RASAYAN LIMITED or recover the amount of any such claim by other remedies legally available.

29.0 Bidder / Supplier shall have valid GSTIN / GST, Provisional ID and provide Invoice and all other documentation in such form and manner as may be prescribed under the GST Act and Rules which are inter-alia necessary to enable HURL to claim input tax credit set off, rebate or refund in relations to payment of GST.

30.0 If a tenderer resorts to any frivolous, malicious or baseless complaints/allegations with an intent to hamper or delay the tendering process or resorts to canvassing / rigging/influencing the tendering process, HURL reserves the right to debar such tenderer from participation in the present / future tenders up to a period of 2 years.

31.0 “Restrictions on procurement from a Bidder of a country which shares a land border with India”

31.1 Any Bidder (including its Collaborator/Associate/DJU Partner/JV partner/Consortium Member/Assignee, wherever applicable) from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority.



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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.

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.

- 31.2 “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.
- 31.3 “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.
- 31.4 “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 31.above means;
- An entity incorporated, established or registered in such a country; or
 - A subsidiary of an entity incorporated, established or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose beneficial owner is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.



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31.5 The beneficial owner for the purpose of clause “31.4” above will be as under;

- a) In case of company of Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- i. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
- ii. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements;
- b) In case of a partnership firms, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- c) In case of an unincorporated associations or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 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;
- 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.

31.6 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

31.7 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- N of the bidding document.

32.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

As mention in clause 4 (c) of **Annexure-I** i.e Technical Specifications/Scope of Work



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33.0 Special Conditions:

As mention in clause 11 of **Annexure-I** i.e Technical Specifications/Scope of Work

34.0 EFFECTIVE DATE OF CONTRACT

Effective date of Contract shall be date of **Letter of Award**.

Sign of Contractor

XXXXXXXXXXXXXXXX



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Annexure-B

General Conditions Of Contract

1.0 Validity of Bids

Prices quoted should remain valid for our acceptance for a minimum period of 180 days from the date of opening of techno-commercial bids. HURL will not allow any revision in prices within validity period after opening of the techno-commercial bids.

2.0 If at any later date, it is found that documents, information and data submitted by the Bidder in the Bid, and based on which the Bidder has been considered successful or has been awarded the Contract is incorrect or false to the extent that had the correct or true information been made available to the OWNER at the time of Bid evaluation, the bid would have been declared ineligible or unsuccessful, the Bidder shall be forthwith disqualified or, as the case may be, the contract awarded based on such incorrect or false information shall be cancelled and the PBG shall be liable to be forfeited.

3.0 Bidders are required to carefully go through the entire scope of ENQUIRY, terms and conditions, and other requirements before quoting. They should feel free to contact HURL before submission of bid if they have any query on it. Once the bid is submitted, HURL will presume that the bidder has understood thoroughly the Scope of Supply along with terms & conditions and all these are acceptable to them.

4.0 Bids shall be typed or written in indelible ink and must be free from corrections / erasing / overwriting etc. Any changes made must be authenticated with initial by the Bidder.

5.0 Bid shall be strictly in conformity to the Scope of supply/work along with all Terms & conditions, stipulated in the bidding documents. Bidders are not permitted to take any deviation on the terms and conditions of the bidding documents.

6.0 Any deviation to the Bidding Documents found anywhere in the Bid, implicit or explicit shall stand unconditionally withdrawn, without any cost implication whatsoever to owner. Failure to complying with this requirement, the bid shall be rejected.

7.0 HURL reserves the right to reject any or all the bids without assigning any reason whatsoever and does not bind itself to accept the lowest or any other bid. The bids which are incomplete in any respect, are liable to be rejected. HURL is at liberty to take any of the following actions in case of this ITB:

- a) to cancel the tender without reference to the bidders.
- b) to postpone the due date and time.



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- 8.0** Bidders shall not be entitled to claim any costs, charges, expenses or incidentals for or in connection with the preparation and submission of their bids even though Owner may withdraw the enquiry/tender or reject all bids.
- 9.0** **SITE VISIT/ OFFICE VISIT:** If needed, Bidder may visit the site/ office before quoting their rates. For site/ office visit and any clarifications please contact to EIC i.e. Engineer In Charge
- 10.0** Bids submitted thro' FAX and e-mail will not be accepted. No request from any bidder to HURL to collect the bid from airlines, cargo agents etc. shall be entertained by HURL.
- 11.0** HURL reserve the rights to assess bidder's capability and capacity to perform the contract.
- 12.0** Bids must be submitted on or before the closing date and time
- 13.0** 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.
- 14.0** **LIABILITY FOR ACCIDENTS, DAMAGE AND INSURANCE**
- 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 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.
 - The contractor shall be responsible for workman's compensation insurance and all other statutory requirements in regard to the personnel in the contractor's employment.
 - The contractor at his own cost shall arrange, secure and maintain all insurance that may be pertinent to the works and obligatory in terms of law to protect his interest and interest of the owner against all points during warranty of contract including accident insurance in the joint names of contractor and the owner.



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15.0 OBSERVANCE AND COMPLIANCE OF STATUTORY RULES/ LAWS

- a. The rights and obligations of owner and contractor and provisions of the agreement shall be governed by the Indian Laws.
- b. The contractor will be fully responsible for all matters arising out of the performance of the contract and shall comply at his own expenses with all the laws/ enactment's/ orders/ regulations/ statutory obligations, whatsoever, of the Government of India/State Govt./any Statutory or non-statutory authority. The contractor hereby agrees to indemnify and keep harmless the owner/consultant against all liabilities in this respect. The contractor shall be fully and exclusively responsible for the work, conduct, supervision and control of all their own personnel and personnel employed by the sub-contractor engaged by them and owner/consultant shall in no way be responsible for supervision, control etc. of these personnel. Since the contractor shall have full and exclusive supervision and control over the contract awarded to him, and the people engaged for this purpose, the contractor or his sub-contractor, as the case may be, shall be the principal employer under the contract labour (Regulation & Abolition) Act. 1970 and the contractor shall register himself as such;and the owner/consultant shall have no responsibility and liability on this account.
- c. The contractor shall observe all safety rules so that no harm or damage is done to the owner's employees or property. The owner/consultant shall have their right to object to any unsafe practices followed by the contractor or their subcontractors. If on account of the contractor or sub-contractor, owner's property or personnel are likely to suffer any damage in such cases any directions, issued by owner/consultant shall be complied with by the contractor and their sub - contractors.
- d. The contractor shall at all times be responsible for work under the supervision and control of all its personnel in connection with the work awarded to him under this contract, whether the personnel are employed by the contractor or by any sub-contractor engaged by him.
- e. If, in the opinion of owner, any employee or employees of the contractor or his sub-contractor is found to be suffering from any disease, infections or otherwise or if any employee of the contractor or his sub-contractor is found to commit any misconduct including use of intoxicants or on account of any other reasonable cause, owner/consultant at its sole discretion may if require, the contractor to remove such employee(s) without questioning the decision of the owner/consultant in this respect and owner will be entitled to restrain such employee(s) from entering the premises.
- f. The contractor shall engage sufficient number of personnel with suitable qualification and experience so that the work and job assigned to the contractor are completed as per the specifications and within the time schedule.
- g. Contractor shall be responsible to keep himself informed of all the statutory laws, rules and Regulations of Central Government, Municipality etc. Contractor shall be responsible to secure compliance with all central and state laws as well as the rules,



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regulations, bye-laws and orders of the local authorities and statutory bodies as may be in force from time to time.

- h.** Contractor shall be responsible to ensure that no loss or damage is caused to the adjoining property around the battery limits of the project. In case of any damage or loss to adjoining property, which is attributable to them, the contractor shall make good the loss or damage at his own cost.

i. PAYMENT OF WAGES BY THE CONTRACTOR

The wages of every labourer employed by the contractor under this contract shall be paid by him before the expiry of 7 days after the last day of the month in respect of which the wages are payable (i.e. wages of the previous month). The minimum wages rates. As notified from time to time by the Government as per the minimum wages act. 1948 and/or such other authority will have to be paid by the contractor to all his workers. The payments shall be disbursed against muster roll in the presence of the owner's representative and the same shall be affected during working hours in the factory premises. In case of any default/delay, the company will have the right to disburse the due payments to the contractor's workmen and the amount so disbursed together with any other expense incurred by the company to meet the contractor's pending bills/security deposit, if any besides, the owner shall also have the right to cancel the contract forthwith.

j. PROVIDENT FUND:

The contractor will also strictly observe the provisions of employee's provident fund act. The contractor shall have their own P.F. code. The contractor shall have to submit documentary evidence of his P.F. The contractor shall be required to submit documentary proof requiring remittance of P.F. of their workers during execution of work otherwise their bills not be cleared.

- k.** Contractor shall be responsible to observe and comply with all statutory requirements including Contract Labour Act 1970, Minimum Wages Act 1948, ESI Act 1948, Employees Provident Fund Act 1952, Labour Laws and Regulation and subsequent amendment etc. in vogue of Central Government. Owner/Consultant shall be kept indemnified against any action brought against it for any violation/ non compliance of any Act, Rules and Regulations including contribution under ESI Act, 1948, EPF Act 1952, Wages Act 1948, Payment of Wages Act 1936, payment of Bonus Act 1965, Payment of Gratuity Act 1972 etc. and subsequent amendments etc. All expenses for compliance of above Acts and Regulations shall be borne by the contractor. Contractor



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shall submit documentary evidence against statutory dues like PF, ESI, Bonus etc. for the personnel deputed at site. Deputation of workers on duty and payment of their wages and other benefits (i.e. ESI contribution, PF contribution, overtime, bonus etc.) shall be strictly as per the notification of the Central Government from time to time and all other applicable statutory acts, rules and regulations in force and as amended from time to time.

1. The contractor will provide access to their records so that Owner can check regular and just payment of the minimum wages and remittances of PF of the workmen to their account. In case any discrepancy is noticed or any complaint is received from the personnel deployed regarding non-payment of wages, PF, ESI and / or any other statutory dues, stern action will be taken against the contractor by the Owner.

16.0 To know more about HURL, please visit our website www.hurl.net.in.

XXXXXXXXXXXXXXXXXX



HINDUSTAN URVARAK & RASAYAN LIMITED
(A JV of NTPC, CIL, IOCL, FCIL & HFCL)
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Annexure-C

ON NON- JUDICIAL STAMP PAPER OF Rs. 10 DULY ATTESTED

AFFIDAVIT

I, _____, being proprietor / partner / Director /authorized representative of
M/s _____, do hereby solemnly affirm and state as under:

1. I, am submitting the tender for “**Procurement of 2 Crore of Outside Laminated Gusseted Polypropylene (PP) Bags**” against Tender Notice Number ___dated____.
2. That I/ we/ our partners/ directors do not have any relative working in Hindustan Urvarak & Rasayan Limited.
3. That all information furnished by me/ us in respect of fulfilment of eligibility criteria and information given in this tender is complete, correct and true.
4. That all documents / credentials submitting along with this tender are genuine, authentic, true and valid.
5. That the price bid is unconditional.
6. That I/ we shall comply with all the statutory provisions as laid down under various Labour Laws/ Acts/ Rules like minimum wages, Provident Fund, ESI, Bonus, Gratuity, Contract Labour Act and other Labour Laws/ Acts/ Rules in force from time to time at my/ our own cost.
7. I/We indemnify hereby HURL against all repercussions arising out of non- compliance of the foregoing in any case.
8. That if any information or document submitted is found to be false/ incorrect, the Department may cancel my/ our tender and action as deemed fit may be taken against me/ us including termination of the contract, forfeiture of all dues including earnest money and blacklisting of me/ our firm and all partners of the firm etc.

Deponent

Verification

I, deponent, above named do hereby verify that contents of the above affidavit are true and correct to the best of my knowledge and belief.

Deponent



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Annexure-D

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



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Annexure-E

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: - **Procurement of 2 Crore of Outside Laminated Gusseted Polypropylene (PP) Bags**

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)



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Annexure-F

NO DEVIATION CERTIFICATE

Bidder's Name & Address :	To, Dy. Manager, HURL (New Delhi) 9th FLOOR, CORE 3 and 4, SCOPE MINAR, LAXMI NAGAR, DELHI, East Delhi, Delhi, 110092
---------------------------	---

1. With reference to our Bid (Reference No. dated) for **Procurement of 2 Crore of Outside Laminated Gusseted Polypropylene (PP) Bags**, 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 & Price Bid and we declare that we have not taken any deviation / exceptions in this regards.
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 price Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing which the Bid Security shall be forfeited.

For and on behalf of :

Stamp & Signature :

Name :

Designation :

Date :

(Sign with seal of bidder)



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Annexure-G

**Procurement of 2 Crore of Outside Laminated Gusseted Polypropylene (PP) Bags
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
Dy. Manager (C&M) / Manager (C&M)
Hindustan Urvarak & Rasayan Limited,
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)
Core-3, 9th Floor, SCOPE Minar
Laxmi Nagar, District Centre,
New Delhi, PIN – 110092

Sub:

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)



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Annexure-H

Format of SOR (Schedule of Rate) /Price Bid /BOQ (Bill of Quantity)

S No.	Parameter	Quantity (B)	Unit (C)	Per Unit Price for HURL Gorakhpur, PO HURL Fertilizer Plant, Gorakhpur, U.P-273007 (D)	Applicable GST Rate (in Percentage) (E)	Grand Total (Quoted price) (in INR) {F1 = B x D* (1+E/100)}
1	Basic Price of bag	2,00,00,000.00	No.			
2	Freight and Insurance Charges	2,00,00,000.00	No.			
3	Total Quoted Price (X)= 1+ 2					

To be quoted in the excel BOQ



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Annexure-I

Technical Specifications/ Scope of Work

PRE-QUALIFICATION CRITERIA

The pre-qualification criteria have been highlighted as under:

S.No	Criteria	Documents required
1.	Experience: The bidder must be a registered entity in India	2. Registration Certificate i.e. Copy of Certificate of incorporation OR in case of partnership firm, notarized copy of Registered Partnership deed 3. Factory License. along with GST registration & PAN card.
2.	Experience of supplying PP bags- Bidder must have executed at least 5 workorders/POs of minimum supply of 5 Lakh PP/BOPP bags per workorder/PO awarded after 01/04/2016	Work Order/PO & completion certificate clearly mentioning the Workorder/PO no., name of the client, period of contract and no. of PP/BOPP bags supplied in workorder/PO awarded after 01/04/2016. For on-going workorder/PO, the number of bags supplied upto the date of issuance of tender enquiry should be mentioned along with Workorder/PO no., name of the client, period of contract in the completion certificate
3.	Experience in Supplying- Bidder should have supplied at least 1.00 lakh PP/BOPP bags per year to Fertilizer Sector during financial years -2018-19 & 2019-2020	Work Order/PO & completion certificate clearly mentioning the Workorder/PO no., name of the client, period of contract and no. of PP/BOPP bags supplied per financial year 2018-19 & 2019-2020. For on-going workorder/PO, the number of bags supplied per financial year 2018-19 & 2019-2020 should be mentioned along with Workorder/PO no., name of the client, period of contract in the completion certificate
4.	Manufacturing capacity: The bidder shall have a minimum total annual manufacturing capacity of 1.2 Crore PP/BOPP bags	Certificate of annual plant(s) manufacturing capacity for PP/BOPP bags from statutory auditor of the bidder
5.	Financial Performance: The bidder shall have a minimum average annual turnover of INR	Audited financial statements for the preceding 3 years (2019-20, 2018-19 & 2017-18) OR



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	27.6 Cr. during the preceding 3 years (2019-20, 2018-19 & 2017-18)	Certificate from statutory auditor of the bidder indicating annual turnover for the preceding 3 years (2019-20, 2018-19 & 2017-18)
6.	Bidder should have comprehensive infrastructure facilities - extruder/tape plant, circular looms, lamination plant, stitching machines, printing machines, baling machines, availability of standby power/DG set (if any) and quality control measures under one shed/premises. Bidder should have uninterrupted power supply to ensure continuity of production	Bidder shall submit self-certification on their letter head by the authorised signatory

SCOPE OF WORK

1. **FEATURES**

a. **Quantity of bags:**

The quantity of bags to be procured is **2 Crores** for packaging urea (product) for HURL, to be delivered at HURL plant at Gorakhpur, UP.

b. **Period of Contract:**

The period of contract shall be 12 months, in case the quantity remains balance after 12 months, HURL reserves the right to extend the workorder/PO further by 6 months on same terms and conditions for the remaining quantity.

c. **Bag Design and Colour Scheme:**

Outside Laminated Gusseted Polypropylene (PP) bags with yellow base colour. The printing (2 colour print) shall be done on front side of the bag and one colour print on the back and both gussets, as per the design enclosed in **Flag – A**



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d. Bag Specifications:

The bag specifications are given in Flag- **B**.

e. Size & Capacity:

The capacity of bag shall be to hold **45 Kg** of urea (product). The inside dimensions of such bag shall be as follows:

- **Length:** 914 mm + 15 mm-0
- **Width:** 622 mm + 15 mm-0 (Inclusive of gussets on both sides)
- **Gusset:** 50 mm + 50 mm on each side + 5mm, No Minus Tolerance

Permitted tolerance for length shall be +15/-0 mm and width shall be +15/-0 mm (No negative tolerance is allowed). The bags of dimensions below lower tolerance limits shall not be accepted. However, the bags exceeding upper tolerance may be considered for acceptance if the Truss weight is above average and number of bags in a truss is as per this tender document.

f. Polypropylene (PP) Fabric & lamination:

The tape used for fabric should conform to IS:6192-1984. The Circular woven fabric used for the manufacture of laminated PP bags shall be single piece as per IS 9755-2016 as revised up to date. Any middle sewn or jointed bags will not be acceptable. PP granules Grade H030SG for fabric and PP granules Grade H350EG for lamination of Reliance Industries Ltd. or equivalent grade shall be used.

Construction of the Fabric should be as detailed below: -

- Width of tape (Min.) - 2.54 MM
- Mesh per inch. (Min.) - 10 x 10
- Denier of tapes (Min.) - 900 ± 50 (81 GSM)

The fabric used shall be free from all major weaving defects like gaps, pick points, missing tapes, baseness etc. The maximum elongation of tapes shall be 25%.

g. Ash Content:

All the lots supplied by the bag suppliers shall be tested for Ash Content which includes mainly Calcium Carbonate Content. Ash Content in PP Bags shall be maximum 2.2 %. In case if the average Ash Content is above 2.2 % for the sampled bags, then that particular lot shall be rejected.

h. Colour of bags:

The circular woven fabric used for the manufacture of bags should be single piece outside laminated as per the design specifications mentioned in clause 1 (c, d).



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i. Weight:

Weight of individual bags and bale shall be as given below:

	For PP laminated bags
Weight of individual bags	125 gms
Tolerance (Individual)	+3% (121.25 gms -128.75 gms)
Tolerance (Average)	125 gms and above on average

No negative tolerance on the specified average weight will be allowed.

j. Packing:

Bag will be flat packed and dispatched in bales and each bale shall contain 500 bags. **Tape or Sutli used for making bundles of 100 or 50 bags will have only one colour.** 500 bags will be packed to constitute one bale. Packing of each bale will be done with PP fabric or Hessian of 6 OZ/7 OZ cloth and stitched properly to withstand hazards of transportation and so as to ensure that the contents are protected from shocks, or any other damage in handling. Bags should not stick to one another and should be freely separable. Each bale wrap cover shall be clearly marked with following details:

1. Name of Bag Manufacturer
2. Type and Size of Bags
3. Month and Year of Manufacturer
4. No. of Bags in a Bale
5. Gross Weight
6. Net Weight
7. Any other Information as required by law in force

In addition, each bag will have an identification mark of the supplier on the bottom left side, the identity of a specific lot, each bag of that lot shall be marked with party logo, last four digit of order no. and lot no on the front side bottom left-hand corner. Example: If party logo is “@” order No is HURL/Mktg/PPbags/2021/1111 and supply 5 lots, it should be printed as:

- For 1st lot against order: - @/1111/01
- For 2nd lot against order: - @/1111/02
- For 3rd lot against order: - @/1111/03
-
- For 5th lot against order: - @/1111/05

NOTE — Each Bag shall be compulsorily marked with visible recycling logo as given below at a space on bottom

right-hand corner of the front of the bag compatible with the art work given for printing of the bag and on the bale.

All other specification not specified above shall be as per IS 9755: 2016 as revised up to date.



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k. Stitching:

The stitching should be **single fold double row stitching**. The stitching of bottom seam shall be done with two rows of chain stitches (IS 10789). The two rows of stitches shall be separated from each other by minimum 5 mm and the outer stitch shall be minimum 10 mm from the outer edge of the bags and pass through all layers of the fabric. The stitching shall be done with **single fold double row** over seam to a depth of minimum 25 mm, so that the stitches pass through a minimum of four layers of the fabric. The number of stitches/dm shall be 14 +- 2.

l. Bag mouth:

It should be heat cut or selvedged so to avoid sticky mouth and the tapes do not fray. Edges should not be rough which may cause problems in actual use.

m. Marking:

All bags should bear the year and month to which the lot belongs, on the front side bottom left-hand corner of printed surface to identify each bag. For example, if the bag is manufactured in the month of January, 2021, it will have a code number 01/2021 where 2021 stands for the year and 01 stands for the month January. In addition to this, other conditions as per Clause 1(j) packing are also to be followed.

n. Pre-inspection of Empty bags:

- The supplier has to appoint an NABL accredited and BIS approved inspection agency after due approval from HURL.
- The inspection is in the scope of the supplier and inspection is to be done as per the required standards as per IS 9755:2016 as revised up to date including UV and Calcium/Ash content test at supplier's premises in their testing lab and submit the report along with the consignment. The apparatus/equipment's available in the testing lab used for inspection have to be calibrated and inspection certificate issued by the certified agency should be available.
- The pre inspection charges at the supplier premises have to be included in the basic price of bags quoted by the supplier.
- HURL, at its own cost, also reserves the right to get the inspection done by Third party Inspection agency of its choice prior to dispatch at supplier's premises
- In the event of rejection of bags by HURL and/or HURL approved Third Party Inspection agency, such inspection & testing charges shall be borne by the supplier



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- The Elongation of the finished laminated fabric and not the tape would be taken for testing. Elongation of 20% + / - 5% over a sample piece of 5 x 20 cm would be allowed as per IS 9755:2016.
- The ends and picks per dm should be 40 + / - 2 (or as per the latest I.S.).

o. Drop test:

The bags supplied should be capable to withstand a drop test which is to be done by supplier in their premises. The bags with weight of 45 kg will be subjected to Drop Test from a height of 2 meters on a platform from all side except seam sides. No sampling bag should rupture when subjected to this test as per IS 9755:2016 revised up-to date.

2. POST DISPATCH INSPECTION

- i. Inspection of bags after receipt at HURL will be carried out by HURL and/or our Inspection Agents and test report obtained as a result of inspection by the consignee will be final and binding on the supplier.
- ii. Any printed bag or lot put up for final inspection, but rejected by HURL or its Inspection Agency shall be defaced by the supplier by putting a cross across the full face of the bags, in the presence of HURL and/or our Inspection Agents. The wrapper of such rejected lots should not be reused for subsequent lots. The entire rejected lot or bags, will have to be defaced in the presence of HURL and/or Inspection Agents
- iii. Any failure on the part of the supplier in defacing such bags may lead to termination of the contract and forfeiture of the supplier's full security deposit and debarment from participation in future tenders for a period of 2 years
- iv. In the event of rejection of bags by HURL and/or HURL approved Third Party Inspection agency, such inspection & testing charges shall be borne by the supplier
- v. HURL reserves the right to conduct surprise/random checks on all or any lots irrespective of the fact that they have been earlier inspected/tested by HURL and/or HURL approved Third Party Inspection agency.
- vi. HURL reserves the right to conduct surprise/random checks and to accept or reject any lots supplied based either on visual inspection or on Laboratory Tests. HURL shall also have the right to reject bags, which are found to be not as per the specifications or are rupturing during bagging or loading operations when they are put to use. The bags so rejected are to be replaced by the supplier at their cost or the cost can be recovered from the Supplier from subsequent bills.
- vii. The bags from the bales will be examined for bright outward appearance. They will be checked to see that the printing of bags is as per our monogram and the quality of printing is good. The mouth of bags should be smooth and it should be easily separable. The bags should not stick to each other. They will also be checked for any oil stains, patches and other undesirable conditions. If the outward appearance of the bags is found to be poor, HURL reserves the right to reject the entire lot.



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3. SAMPLING & TESTING

- a. All the bales containing one definite number of bags of the same dimensions and quality, delivered to HURL against one Dispatch note, shall constitute a lot.
- b. The bales will be sampled for inspection as per no. of bales in the given supplies and the No. of bales to be selected for drawing samples shall be as detailed out below as per IS 9755:2016 revised up-to date:

S. No	No. of PP Sacks in a Lot	No. of Bales to be sampled	Sample size for Visual Inspection, Dimensions, Ends Picks & Mass requirements	Sample size for Breaking Strength of PP Fabric before Exposing to UV Radiation, Breaking Strength of Seam. Elongation at Break requirements & Strength of Lamination Joint at Edges	Sample Size For Breaking Strength of PP fabric after Exposing to UV radiation & Weathering. Ash Content & Drop Impact Strength
(1)	(2)	(3)	(4)	(5)	(6)
I	Up to 25000	3	12	8	1
II	25001 to 50000	5	20	10	2
III	50001 to 100000	8	32	13	3
IV	100001 to 250001	12	48	18	4

NOTE — If the number of the bales in a consignment exceeds 500, the same shall be split into number of lots each comprising maximum of 500 bales (1 Bale = 500 sacks).

The Bags will be counted in each such bales and the average number of bags found short in such inspected bales shall be deemed to exist in all the bales of the concerned lot and proportionate deduction would be made from supplier's invoice to cover the cost of such short-delivered bags. Bags which are found to have been manufactured by another supplier or meant for another consumer or unit shall be rejected outright after defacing. The expenditure incurred by HURL on account of defacing of the rejected bags will be recovered from the supplier

- c. The bales will be selected as per clause 3(b) above and will be weighed accordingly.

4. DELIVERY/ DISPATCH

- a. Timely delivery will be the essence of the contract. The dispatch of bags should be as per instructions given by HURL. Supplies for the month should be completed in equal weekly lots or in one lot (in case of small order), unless otherwise specified. Each lot will be of minimum **100000 bags**. In case of any variation in lot size prior approval from HURL has to be taken.
- b. Supplier has to deliver the bags within 35 days from the date of delivery order (DO) by HURL. In case of any variation prior approval from HURL has to be taken. The supplier shall take into



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account the time taken in transit from the supplier's works to the destination while making dispatches.

- c. Should the supplier fail to fulfil the contract or any part thereof within the period prescribed for such completion, HURL shall have any of the following options, at the sole discretion of HURL.
 - i. In the event of bags not being delivered within the specified period, other than for reasons of Force Majeure
HURL shall, for such delayed supplies, deduct a penalty of 1/2 (Half) percent per week of delay or part thereof
on the delayed supplies subject to a maximum of 5 (five) percent of the total value of the delivery order under
which such supplies have been delayed.
 - ii. Without prejudice to the provision contained in Clause 4(c)i here-in-above, in the event of delivery is delayed beyond 60 days, for reasons other than Force Majeure HURL shall have the option to cancel the contract either in part, or in full. HURL reserves the right to treat the default as breach of contract, and if so decided to terminate the contract forthwith forfeiting security deposit in full. HURL also retains option of debarring the supplier from participating in any future tenders, for any desired period.
 - iii. If the supply is consistently of poor quality, or in case more than 25% of the bags in a lot, do not meet the minimum quality requirements, the workorder/PO may be terminated by HURL by giving one months' notice and the supplier may be blacklisted from the participation in any future tenders of HURL, and would be accordingly informed.

5. MODE OF DISPATCH

Delivered Supplies to "HURL Gorakhpur, PO HURL Fertilizer Plant, Gorakhpur, U.P-273007". The Bags shall be dispatched by road or rail on freight and insurance paid basis and should be delivered at HURL plant at Gorakhpur, U.P. at the above address on all days except weekly off & Holidays.

6. NOTIFICATION OF DISPATCH

Immediately on dispatch, the supplier should intimate HURL regarding the dispatch by sending the documents as required by HURL via mail to the official authorised by HURL.

7. TRANSIT RISK

It will be the responsibility of the bidder to deliver the bags of the specified quality at the destination. All losses or damages in transit will be to the supplier's account. Trucks arriving without the required documents such as GR, Invoice, Packing List, supplier's challan, Test Reports etc. shall not be accepted and will not be unloaded until all documentation as required by HURL is completed.



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The demurrage charge on account of above for the vehicle if any will be borne by supplier.

8. REJECTION OF BAGS:

Bags not conforming to the specifications as mentioned in clause 1 (d) of the bidding document shall be rejected by HURL. However, HURL may allow retesting and cost will be borne by the supplier. If any consignment is rejected as aforesaid, HURL Ltd. shall exercise the following options at their sole discretion.

- i. To return the rejected bags after defacing the bags and allow the supplier to replace it with bags of right specifications without any further cost to HURL. Cost of defacing the bags will be recovered from the supplier and such bags must be lifted by the supplier within 21 days from the date of first intimation of the failure / rejection by HURL.
 - ii. If the supplier fails to uplift the damaged bags within 21 days from the date of first intimation of the failure / rejection by HURL, then the rejected bags may be returned by HURL on freight to pay basis and the payment will be deducted from supplier's next invoice.
- Replacement of rejected bags should be done within 21 days from the date of first intimation of the failure / rejection by HURL.
 - Delivery due date for bags supplied as replacement for rejected bags: In case of rejection of bags, if the replacement is received within 21 days from the date of first intimation of the failure / rejection by HURL, the date of supply of original lot which was rejected shall be treated as actual date of supply for the purpose of determining the Penalty for delay, if applicable. In case the replacement is received after 21 days from the date of first intimation of the failure/rejection by HURL of original lot, then the actual date of receipt of replacement shall be considered as the actual date of supply for the purpose of determining Penalty for delay from the date of placement of original DO.
 - If the supply is received within 35 days from the date of placement of original DO, even after 21 days, then no penalty will be levied.

9. PAYMENT TERMS

- The price applicable on the date of placing delivery order (DO) shall be applicable for all supplies made within the scheduled delivery period i.e. within 35 days from the date of DO. Prices for supplies made after scheduled delivery period shall be governed by clause given in Flag- C - Clause (f).
- 100% payment for the supplied quantity would be made within 30 days of receipt and acceptance of bags by HURL on production of bills with supporting documents by the supplier for supplies made as per delivery schedule and after certification by Engineer In Charge (EIC).
- Any amount becoming recoverable on account of penalties due to delay in supply or on any other account against the previous supplies made against various delivery orders (DOs) under a particular PO shall be adjusted before release of payment. The balance payment due to supplier in such cases (i.e. for delayed supplies) shall be released after refixation of prices.
- All documents for payment like three hard copies of Invoice along with manufacturer's certificate stating that the lot of bags has been manufactured strictly as per specifications laid down in the NIT/PO should be forwarded along with delivery challan, Test report, GR, packing list and other documents as required by HURL directly to the authorised HURL personnel at Gorakhpur plant which will be intimated later.



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- It is the responsibility of the suppliers to send the dispatch documents along with the consignment and any demurrage incurred by HURL on account of late receipt of document will be to supplier's account.
- This will, however, be without prejudice to HURL's right to withhold payment if the bags supplied against the order prove to be unsatisfactory and/or not in accordance with HURL's ordering instructions.
- Where supplies are not according to the specifications and are found to be substandard quality, these shall be rejected, further, in case of rejection of materials, the supplier shall refund payment made, if any, to them on this account immediately, such a rejection being brought to their notice by the HURL. If this is not done, the same will be recovered from outstanding bills and/or security deposit.

10. **FINANCIAL BID FORMAT**

The Financial Bid Format is attached as **Annexure- H**.

11. **SPECIAL CONDITIONS:**

- I. Testing of Bags :** Bidder should have in-house Ultraviolet and Ash Content testing Facility. In this regard:
- a) If the facility is already available, Self-certification by authorized signatory on letter head certifying that the bidder already has in-house Ultraviolet and Ash Content testing facility
 - b) In case bidder doesn't have in-house Ultraviolet and Ash Content testing facility, in such case, bidder must give an affidavit (by authorized signatory) on stamp paper stating that they will install in-house Ultraviolet and Ash Content testing facility within 35 days of notification of award.
 - c) Failure of the supplier to comply with the above requirement of in-house Ultraviolet and Ash Content testing facility shall constitute sufficient grounds for the annulment of the award and forfeiture of his Earnest money deposit/bid security.
- II.** The contract shall be finalized on unit rate basis. Rates to be quoted should be based on the **Varanasi Depot Basic Polymer prices for M/s Reliance Industries Ltd.** (Tape Grade PP H030SG - INR. 105030/MT and Lamination H350EG- INR.110820/MT) prevailing as on **01.02.2021**.
- III. Price Escalation Formula:** The basic price of bag quoted by bidders will be subject to Escalation/De-escalation as per the formula given as per **Flag-C**. The bidders should therefore carefully go through the formula before submission of offer.



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IV. Dividing The Quantities Between Suppliers:

Since packing materials is a vital input required for maintaining dispatches of the products in an uninterrupted manner without causing any constraints on the production of our plant, Purchase orders (POs) will be placed on multiple suppliers out of those bidders who agree to match the final R-1/negotiated R1 price after the Reverse Auctioning.

- a) The allocation of quantity among bidders (who matches the final lowest price) other than R-I shall be based on the hierarchy of comparative position after reverse auction instead of the initial price bid hierarchy i.e., the criteria of distribution shall be based on rates of R1, R2, R3 bidders and so on subject to their matching of R1/negotiated R1 rates.
- b) **Considering the requirement of PP bags, the quantities will be allocated to 05 bidders in the ratio given in the table below :**

In case distribution between	Ratio in Percentage
Five Suppliers (R-1 to R-5)	35 : 20 : 15 : 15 : 15
Four Suppliers (R-1 to R-4)	40 : 25 : 20 : 15
Three Suppliers (R-1 to R-3)	45 : 30 : 25
Two Suppliers (R-1 to R-2)	60 : 40

- c) In case number of bidders matching R-1/Negotiated R-1 rate is less than 5, the eligible quantity of bidders, shall be calculated based on ratio of distribution as above pertaining to number of bidders who matched R-1/Negotiated R-1 rate.
- d) If other than R1 (after reverse auction), no other bidder matches the R-1/Negotiated R-1 rate, then only 60 % of the tendered quantity or quantity offered by the R-1 bidder whichever is lower will be awarded to R-1 bidder.
- e) In case the total quantity offered by the bidders matching the R-1/Negotiated R-1 rate is less than the total tender requirement, HURL shall divide the remaining balance quantity among the bidders matching the R1 rate in the proportion specified in the table till the maximum quantity offered by them is finished. If the quantity is still remaining after the division, then the remaining quantity will not be considered for award.
- f) **Illustrative Example:**
- As per Tender Document, total quantity to be divided among 5 bidders who agree to match the final R-1/negotiated R1 price after the Reverse Auctioning
 - Scenario - 5 bidders have matched the R1 rate (Tendered Quantity- 20000000 bags)

S.NO.	Division of of quantity among the bidders	R1	R2	R3	R4	R5	Total
-------	---	----	----	----	----	----	-------



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1	Distribution % as per tender document	35	20	15	15	15	100
2	Distribution of Bags- 20000000	7000000	4000000	3000000	3000000	3000000	20000000
3	Maximum offered quantity of bidder – Eg.	10000000	3000000	5000000	5000000	5000000	-
4	Distribution of bags considering Maximum offered quantity of bidder	7000000	3000000	3000000	3000000	3000000	19000000

- As for Bidder R2 distributed quantity is higher by 1000000 then R2's maximum offered quantity. The remaining quantity of 1000000 will be divided proportionately among remaining 4 bidders.
- Revised distribution % for 1000000 among the remaining bidders (Distribution Percentage of respective bidder/Total Distribution Percentage of remaining bidders * 100). Total Distribution percentage in this case is - (R1+ R3+R4+R5= 35+15+15+15= 80)

S.NO.	Division of quantity among the bidders	R1	R2	R3	R4	R5	Total
A	Distribution % for remaining quantity of 1000000 as per above formula	43.75	-	18.75	18.75	18.75	100
B	Distribution of Remaining Quantity with revised distribution %	437500	-	187500	187500	187500	1000000
C	Final Distributed quantity (A+B)	7437500	3000000	3187500	3187500	3187500	20000000

Similar methodology will be followed for all the cases.

- V. Supplier has to clearly mention the maximum quantity, they can offer for One Year (in lakhs) – MINIMUM QTY. OFFERED SHOULD NOT BE LESS THAN 30.00 LAKH BAGS FOR ONE YEAR. (Suppliers offering less than 30 lakh bags for one year will be outrightly rejected)



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(In Figures _____)

(In Words _____)

VI. Unloading of bags at the plant will be in scope of HURL.

VII. The pre inspection charges at the supplier premises as given in Clause 1 (n) have to be included in the basic price of bags quoted by the supplier.



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Flag-A



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Flag B

ANNEXURE-B - SPECIFICATIONS OF UREA BAG

Outside Laminated UV Stabilised Polypropylene (PP) Woven Gusseted Bags/Sacks for packing -45 kg Prilled Neem Coated Urea		
Colour Of the Fabric/ Bag	Yellow (Pantone shade 107C)	
Tape width (Min.)	2.54 MM (IS:6192-1984)	
Mesh /Weave per Inch (Min.)	10 x10	
Denier of tapes (Min.)	900 +/- 50 (81 gsm)	
Lamination both sides	25 Microns+/- 10% (outside) /23 GSM	
DIMENSIONS OF THE BAG		
Width(ID)	622 MM +15mm-0(Inclusive of gusset on both sides)	
Gusset	50mm+50 mm on each side+5mm , No Minus Tolerance	
Printing on the centre of both sides of gusseting is the salient feature of the bags		
Length(ID)	914 MM+15mm-0	
Finish	Matt on one side Mirror on other side	
Total fab density	81 + 23 = 104 GSM +/- 6%	
Weight of the Bag	125 gms ± 3% individual bag (125 gms & above on average)	
Individual Bag weight range	121.25 gms -128.75 gms	
-	No negative tolerance in case of average weight	
UV % age	2% of UV Master batch of 20% loading	
UV Testing as per IS: 9755:2016	192 hrs of Exposure with minimum 50% of strength retention	
Ash Content (As per UV stabilized fabric)	Not more than 2.2%	
Top	Cold Cut/Knife Cut	
Bottom Seam	Single Fold Double row stitching	
Printing	Two colour printing on one side on corona treated surface on online printing facility. Printing on the both sides of the gusset on the centre of the gusseted portion. On the back side two horizontal lines to be printed as per the artwork.	
TECHNICAL DATA		
Breaking load/Tensile Strength		
	When Averaged	Individual value should not be less than
Weft (Width) Kgf	91.8 Kgf	82.62 kgf
Warp (length) Kgf Width wise lamination joint Kgf	91.8 Kgf	82.62 kgf
Bottom seam Kgf	40.8 Kgf	36.72 kgf
Elongation of laminated fabric	20+/-5	
Stitching/dm	14+/-2	
NOTE:- Tape Grade H030SG , Lamination Grade H350EG of Reliance industries limited (RIL) or any other Equivalent Grade		
INK AS PER THE EXISTING COLOUR SCHEME FOR THREE COLOUR PRINTING		
Pantone Black 6C	For Black Colour	By Micro Ink
Pantone 7427 C	For Brown Colour	By Micro Ink



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Flag-C

PRICE ESCALATION/DESCALATION FORMULA

The price of finished bag quoted by Tenderers /Suppliers will be subject to Escalation / De- escalation as per formula given below.

- a. Weight of **PP & Lamination content** which shall be taken as basis for calculation of escalation / de-escalation of basic price against each Delivery Order (DO) shall be as under.

	PP (H030SG) content	Lamination (H350EG) content
Size (125 gms)	98 gms	27 gms

- b. For the purpose of working out escalation /de-escalation, only basic prices of PP granules Grade H030SG & Lamination granules Grade H350EG of M/s. Reliance Industries will be taken into account. It is fully clarified that GST on granules, if any, freight and any other charges leviable will not be taken into account while working out escalation/de-escalation. The basic prices of PP & Lamination granules as on 01.02.2021 will form basis for working future Escalation /De-escalation. Any discount in whatever form offered by M/s Reliance will not be taken into consideration for determining the basic prices. Hence only listed basic prices of Reliance will be considered. Rates prevailing as on **01.02.2021 for Varanasi Depot Basic Polymer prices for M/s Reliance Industries Ltd.** of Tape Grade PP H030SG - INR. 105030/MT and Lamination H350EG- INR.110820/MT.

- c. Example for working out escalation /de-escalation for reference purpose:

- I. Increase of Rs. 1,000/MT in the price of PP granules the price for Urea finished bag will increase as under:

$$\text{Size (125 gms)} \quad \frac{1}{1000} \quad \times \quad 98 \quad \times \quad 100 \quad = \quad \text{paise 9.8/bag}$$

- II. For increase of Rs. 1,000 / MT in the price of Lamination granules, the price for Urea finished bag will increase as under:

$$\text{Size (125 gms)} \quad \frac{1}{1000} \quad \times \quad 27 \quad \times \quad 100 \quad = \quad \text{paise 2.7/bag}$$

- d. Any increase/decrease attributable towards increase /decrease in raw material prices worked out on the basis of above escalation/de-escalation formula shall be applicable on basic price only.
- e. For executing supplies as per terms & conditions of NIT, DOs will be issued to the suppliers as per HURL's requirement. The Escalation/De-escalation in price of finished bags for the DO quantity will be worked out on the basis of basic prices of raw materials prevailing as on the date of issue of DO. The increase /decrease in the raw material prices as per Escalation/De-escalation clause will be revised with the ordered price as per Purchase Order (PO). These prices will remain firm for entire



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DO quantity except for 'e' below.

- f. In case the bags are supplied by the party after the scheduled delivery period and there is reduction of prices of granules subsequent to issue of DO, HURL will have the right to pay to the suppliers on the deescalated price applicable during delayed period for the un-delivered quantities against the DO. However no escalation in price shall be considered for the same. For this purpose, the lowest price of bag based on the de-escalated prices of granules applicable after scheduled date of completion till date of actual supplies of a particular truck/lot shall be considered and the DO rate or the above de-escalated rate whichever is lower, shall be payable to supplier for the particular lot which is delayed. Reduction in prices if any, after the actual date of receipt of a particular delayed consignment will not apply to that particular consignment. The rate applicable for delayed supplies is illustrated in the following table.

TABLE- Illustration for working out Rate to be applicable for delayed supplies

DO date	Delivery due date (35 days)	Rate on 01.02.21	Rate on 08.03.21	Rate on 11.03.21	Rate on 14.03.21	Rate applicable for supplies made till 07.03.21	Rate applicable for supply on 09.03.21	Rate applicable for supply on 13.03.21
01.02.21	07.03.21	Say 11.72	Say 11.70	Say 11.68	Say 11.65	11.72	11.70	11.68

The above shall apply for supplies made as replacement for rejected lots also.



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ANNEXURE-J

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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,

[OWNER's Name & Address]

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*[Contractor's Name]*..... with its Registered /Head Office at (hereinafter referred to as the 'Contractor', 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 contractor, resulting into a Contract bearing No..... dated valued at for and the Contractor 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 Contractor 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 Contractor. Any such demand made by the OWNER on the Bank shall be conclusive and binding notwithstanding any difference between the OWNER and the Contractor 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 three months after expiry of its validity.



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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 Contractor. 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 Contractor, 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 Contractor 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 Contractor and notwithstanding any security or other guarantee that the OWNER may have in relation to the Contractor's liabilities.

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

Dated this day of 20..... at.....

(Signature).....

(Name).....

.....
(Designation with
Bank Stamp)

Attorney as per Power

of Attorney No.....

Dated.....



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- Notes :**1. (*) This sum shall be five percent (10%) of the Contract Price.
- (@) This date will be three months beyond the Defects liability period as specified in the Contract.
2. The Bank Guarantee shall be from a Bank listed at **Annexure-K**.
3. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank or the party on whose behalf for BG is being issued.

The Bank Guarantee shall be issued on a stamp paper of value as per Stamp Act if any, of the Country of the Issuing Bank.



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ANNEXURE-K

**LIST OF BANKS ACCEPTABLE FOR SUBMISSION
OF BANK GUARANTEE FOR BID SECURITY**

SCHEDULED COMMERCIAL BANKS

***A STATE BANK OF INDIA**

*In case, Bank Guarantee is getting issued from State Bank of India, Bidder to take note of NTPC letter ref. NTPC/FC/CS/BG/01 dated 03.09.2014 and SBI letter ref. CAG-I/AMT-1/2014-15/370 dated 04.09.2014 enclosed herewith.

B NATIONALISED BANKS

1. Allahabad Bank
2. Andhra Bank
3. Bank of India
4. Bank of Maharashtra
5. Canara Bank
6. Central Bank of India
7. Corporation Bank
8. Dena Bank
9. Indian Bank
10. Indian Overseas Bank
11. Oriental Bank of Commerce
12. Punjab National Bank
13. Punjab & Sind Bank
14. Syndicate Bank
15. Union Bank of India
16. United Bank of India



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17. UCO Bank
18. Vijaya Bank
19. Bank of Baroda

C SCHEDULED PRIVATE BANKS (INDIAN BANKS)

1. Catholic Syrian Bank
2. City Union Bank
3. Dhanlaxmi Bank Ltd.
4. Federal Bank Ltd
5. Jammu & Kashmir Bank Ltd
6. Karnataka Bank Ltd
7. Karur Vysya Bank Ltd
8. Lakshmi Vilas Bank Ltd
9. Nainital Bank Ltd
10. Kotak Mahindra Bank
11. RBL Bank Limited
12. South Indian Bank Ltd
13. Tamilnad Mercantile Bank Ltd
14. ING Vysya Bank Ltd
15. Axis Bank Ltd.
16. IndusInd Bank Ltd
17. ICICI Bank
18. HDFC Bank Ltd.
19. DCB Bank Ltd



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20. Yes Bank Ltd
21. IDFC Bank Limited
22. Bandhan Bank Limited

D SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

1. Abu Dhabi Commercial Bank PJSC
2. Bank of America NA
3. Bank of Bahrain & Kuwait B.S.C.
4. Mashreq Bank p.s.c.
5. Bank of Nova Scotia
6. Crédit Agricole Corporate and Investment Bank
7. BNP Paribas
8. Barclays Bank
9. Citi Bank N.A.
10. Deutsche Bank A.G.
11. The HongKong Shangai Banking Corporation Ltd
12. Societe Generale
13. Sonali Bank Ltd.
14. Standard Chartered Bank
15. J.P. Morgan Chase Bank, National Association
16. State Bank of Mauritius Ltd.
17. DBS Bank Ltd.
18. Bank of Ceylon
19. PT Bank Maybank Indonesia TBK



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20. A B Bank
21. Shinhan Bank.
22. CTBC Bank Co. Ltd.
23. Mizuho Bank Ltd
24. Krung Thai Bank Public Company Ltd.
25. The Bank of Tokyo-Mitsubishi UFJ Limited.
26. Austalia & Newzealand Banking Group Limited
27. Sumitomo Mitsui Banking Corporation
28. American Express Banking Corporation
29. Credit Suisse A.G.
30. FirstRand Bank Ltd.
31. Industrial & Commercial Bank of China Ltd.
32. JSC VTB Bank
33. National Australia Bank
34. Cooperatieve Rabobank U.A.
35. Sberbank
36. United Overseas Bank Ltd.
37. Westpac Banking Corporation
38. Woori Bank
39. The Royal Bank of Scotland plc
40. Doha Bank Qsc
41. Industrial Bank of Korea
42. KEB Hana Bank



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43. First Abu Dhabi Bank PJSC
44. Emirates NBD Bank (P.J.S.C.)
45. Qatar National Bank SAQ

E OTHER PUBLIC SECTOR BANKS

1. IDBI Bank Ltd



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ANNEXURE-L

Form of Contract Agreement

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

BETWEEN

(1) *[Name of Employer]*, a corporation incorporated under the laws of *[country of Employer]* and having its principal place of business at *[address of Employer]* (hereinafter called “the Employer”), 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 Employer desires to engage the Contractor to design, manufacture, test, deliver, install, complete and commission certain Facilities, viz. *[list of facilities]* (“the Facilities”) 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 Contract Documents

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

- (a) This Contract Agreement
- (b) Letter of Award (.... To be enclosed as Annexure.....)
- (c) Special Conditions of Contract (.... To be enclosed as Annexure.....)
- (d) Technical Specifications (.... To be enclosed as Annexure.....)
- (e) The Bid and Price Schedules submitted by the Contractor (.... To be enclosed as Annexure.....)

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.



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Article 2. Contract 2.1
Price and Terms of
Payment

Contract Price

The Employer 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 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

Terms of Payment

The terms and procedures of payment according to which the Employer will reimburse the Contractor shall be as per the Contract Documents.

Article 3. Effective 3.1
Date for Determining
Time for Completion

Effective Date

The Time of Completion of the Facilities shall be determined from the date of Letter of Award.

Article 4.

It is expressly understood and agreed by and between the Contractor and the Employer that the Employer 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 Employer 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 Employer is not an Agent, Representative or Delegate of the Govt. of India. It is Further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, the Contractor expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue the Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

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



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Signed by for and on behalf of the Employer

[Signature]

[Title]

in the presence of _____

Signed by for and on behalf of the Contractor

[Signature]

[Title]

in the presence of _____

CONTRACT AGREEMENT

dated the _____ day of _____, 20_____

BETWEEN

[“the Employer”]

and

[“the Contractor”]



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ANNEXURE-M

(FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY OF HURL)

(ON COMPANY'S LETTER HEAD)

Ref. :

Date:

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

Sub:

Bidding Doc. No.

Dear Sir,

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).....

Place : (Printed Name)

(Designation).....

(Company Seal)



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Annexure-N

Certificate Regarding Restrictions on procurement from a Bidder of a country which shares a land border with India

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

Ref. :

Date:

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

Sub:

Tender No.

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.



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Annexure- O

Sub: Preference to Make In India and Eligibility for Participation/ granting of Purchase Preference to Class-I local suppliers- regarding

It is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of Goods and Services in India with a view to enhancing income and employment. In this regard, the following guidelines, concerning the procedure to be adopted for granting Eligibility for Participation/purchase preference to local suppliers, are hereby issued:

1.0 Definitions:

a) **'Local content'** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the goods, services or works procured (excluding net domestic indirect taxes) minus the value of imported content in the goods, services or works (including all customs duties) as a proportion of the total value, in percent.

b) **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier'.

'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier'.

c) **'L1'** means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

d) **'Margin of purchase preference'** means the maximum extent to which the evaluated bid price of a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference.

e) **Fraud Prevention Policy** – shall mean the policy related to prevention of fraud displayed on HURL tender website <http://www.hurl.net.in>.

f) **Policy & Procedure for Withholding & Banning of Business Dealings** – shall mean the policy related to Withholding & Banning of Business Dealings forming part of Bidding Document.



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2.0 Eligibility for Participation/Purchase Preference:

2.1 Eligibility for Participation

- a) *For tenders having lump sum evaluation:

Only Class-I and Class-II Local Suppliers are eligible to Bid. Bids received (if any) from Non-Local Supplier shall be out rightly rejected.

3.0 Procurements where contract is to be awarded to multiple bidders

In case of tenders, where contract is to be awarded to multiple bidders subject to matching of L1 rates as specified in bidding documents:

The following procedure shall be followed:

- a. If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents.

However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference shall be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract.

'Class I Local suppliers' taken in totality shall be considered for award of contract for at least 50% of the tendered quantity.

- b. First purchase preference shall be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

Notes:



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- In case of item-wise tenders, where evaluation is done for each item and each item is awarded to multiple bidders, the aforesaid procedure shall be followed item-wise.
- In case of Reverse Auction (RA), the Purchase Preference for Class-I local suppliers shall be applicable on the lowest evaluated bid price after RA. The order in which the Class-I Local Suppliers shall be given an opportunity to match lowest evaluated bid (L1) price after RA will be in the order of their rank determined based on the evaluated bid price after RA.

4.0 Minimum Local Content

- 4.1 The local content requirement to categorize a Bidder/Supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%.

5.0 Verification of Local Content:

- 5.1 The 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide, in the Bid Form/relevant Attachment of Techno- Commercial Bid, self-certification / declaration that the Item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier' and shall give details of the location(s) at which the local value addition is made.
- 5.2 In case the total bid price of the supplier / bidder is in excess of INR 10 crore, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content during execution prior to submission of last bill for payment.

In case aforesaid Certificate furnished by Contractor/Vendor is not in line with the declaration in respect of Local content in their bid, same shall be treated as false declaration.

- 5.3 However, if the item(s) offered by Supplier are manufactured in India under license from foreign manufacturers holding intellectual property rights and where there is a transfer of technology agreement, the supplier shall be required to provide, in the relevant



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Attachment of Techno-Commercial Bid, self-certification / declaration to this effect for availing exemption from meeting the Minimum Local Content requirement.

- 5.4 False declarations will be dealt in line with the Fraud Prevention Policy and Policy & Procedure for Withholding and Banning of Business Dealings of HURL.
- 5.5 In case of false declaration / violation of the provision of PPP-MII Order, if a bidder has been debarred / banned by HURL, then the fact and duration of debarment should be promptly brought to the notice of the Member-Convenor of the Standing Committee (as per para 16 of PPP-MII Order) and the Department of Expenditure through Ministry of Power, GOI.
- 5.6 A supplier who has been debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP) shall not be eligible for evaluation/preference, as applicable, under the aforesaid procedures for duration of the debarment. The 'Class-I local supplier'/ 'Class-II local supplier' shall be required to furnish a confirmation in this regard in the Bid Form/relevant Attachment of Techno-Commercial Bid.

6.0 Local Sourcing

- 6.1 The Bidder/its Sub-vendors must be Class-I local supplier for Item(s) mentioned, as applicable, in case such item(s) are Self Manufactured/Bought-out.
- 6.2 The Bidder / Contractor are requested to encourage and promote domestic manufacturing and production of goods and services by sourcing goods and services applicable under the contract / package from domestic suppliers / service providers. In this regard, Bidder shall also follow guidelines / advisory issued by Government of India from time to time, to the extent applicable to them, regarding promotion of local sourcing of goods including Bought out Items and services.



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Annexure- P

(Declaration on Local Content)
(On the Letter of Bidder)

Dear Sirs,

We have read the provisions of “Preference to Make In India and Eligibility for granting of Purchase Preference to Class-I local suppliers”. In terms of the requirement of the aforesaid provisions, we hereby declare the following:

Sl. No.	Description of Goods & Services	Details of the location(s) at which the local value addition is made

1.0 In order to avail **purchase preference**, we confirm that we are a ‘**Class-I local supplier**’ as per details given above:

OR

***1.0** In order to avail **purchase preference**, We confirm that we are a ‘**Class-I I local supplier**’ as per details given above.

***Bidder to Strike off, whichever is not applicable.**

1.1 We undertake that a certificate from the statutory auditor or cost auditor (in the case the bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) certifying the percentage of local content shall be submitted by us prior to submission of our last bill for payment.##

This para is applicable in packages with estimated value (excluding taxes & duties) exceeding INR 10 Crores.



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2.0 Further, we hereby confirm that we are presently not debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP).

3.0 We agree to furnish any information as a proof of the above to your satisfaction as and when required.

- Note:**
- 1) Continuation sheets of like size and format, may be used as per Bidder's requirement and shall be annexed to this Attachment.
 - 2) In case a Bidder has been banned/debarred by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP), the same may be declared by Bidder by striking off para 2.0 above and declaring the details of banning using additional sheets which shall be annexed to this Attachment.



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Annexure- Q

Bank Guarantee

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

Bank Guarantee No. ...
Date...

To,

[OWNER's Name & Address]

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 EMD 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:



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1. Our liability under this bank guarantee shall not exceed [EMD 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 the Bidding Documents.
3. The Stamp Paper of appropriate value shall be purchased in the name of Bidder/Bank issuing the Guarantee.
4. HURL Bank details required for the purpose of issuance of Bank Guarantee are
Bank: SBI
Current account no 38166287368,
IFSC Code- SBIN0004803.