

HINDUSTAN URVARAK & RASAYAN LIMITED

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



SECTION – I

NOTICE INVITING TENDER (NIT)

**NAME OF PACKAGE: RATE CONTRACT FOR CLEARANCE,
FORWARDING AND STEVEDORING (CFS) WORK OF
IMPORTED BULK FERTILIZERS AT KANDLA PORT.**

NIT NO: HURL/HQ/CS475, DATED 29.08.2024



- 1.0** HURL (Hindustan Urvarak & Rasayan Limited) invites on-line bids from eligible Bidders fulfilling the Qualifying Requirements / Pre-Qualification Criteria (PQC) under Two Bid system for aforesaid package.

2.0 Brief Details

Published Date	Refer CPP Portal
Bid Document Download / Sale Start Date	Refer CPP Portal
Bid submission Start Date	Refer CPP Portal
Last Date and Time for Bid submission	Refer CPP Portal
Technical Bid Opening Date & Time	Refer CPP Portal
Earnest Money Deposit (EMD) in INR	INR 2,00,000
Pre-Bid Conference Date & Time (if any)	Refer CPP Portal
Last Query Date	Refer CPP Portal
Reverse Auction	Refer CPP Portal

- 3.0** EMD/Bid Security shall be submitted in a sealed envelope separately offline/online by the stipulated bid submission closing date and time at the address given below. Any bid without an acceptable Bid Security (if applicable) shall be treated as non-responsive by the employer and shall not be opened.

Sh. Ashish Senapati
Sr. Manager (C&M)
Hindustan Urvarak & Rasayan Limited
(A Joint Venture of CIL, NTPC, IOCL, FCIL & HFCL)
Core-3, 9th Floor, SCOPE Minar,
Laxmi Nagar District Centre, New Delhi-110092.

- 4.0** MSE bidders are exempted from submission of EMD as per provisions in the Tender Documents.

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

- 5.0** A complete set of Bidding Documents may be downloaded by any interested from the e-tendering Site (<https://eprocure.gov.in/eprocure/app>).

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



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

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

6.0 Qualifying Requirements / Pre-Qualification Criteria (PQC)

Followings are the Qualifying Requirements / Pre-Qualification Criteria (PQC) for the subject package:

S.No.	Eligibility Criteria	Documents/Proofs
1.	<p>Bidder should either be:</p> <p>i. Company registered under the Companies Act, 1956/2013</p> <p>OR</p> <p>ii. Registered partnership firm</p> <p>OR</p> <p>iii. Registered proprietorship firm</p> <p>OR</p> <p>iv. Registered societies / Co-operative societies</p> <p>OR</p> <p>v. Registered Limited Liability Partnership (LLP)</p>	<p>(i) For companies registered under the Companies Act, 1956/2013, notarized copy of Memorandum and Articles of Association and List of Directors, Copy of Certificate of Incorporation to be submitted.</p> <p>OR</p> <p>(ii) In case of partnership firm, notarized copy of Partnership Deed to be submitted.</p> <p>OR</p> <p>(iii) For Proprietorship firm, Affidavit of Proprietorship duly notarized (Latest), to be submitted.</p> <p>OR</p> <p>(iv) Co-operative societies / Registered societies- Copy of Registration certificate, Copy of Resolution of Members to be submitted.</p> <p>OR</p> <p>(v) For Limited Liability Partnership (LLP), Copy of Certificate of incorporation to be submitted.</p>



2.	Bidder must have valid Stevedoring License/ Authorization from the Port Operator for operating as Stevedores	Self-attested Copy of the License OR authorization letter from the port operator for operating as stevedores shall be submitted for any of the operated port in India
3.	Bidder must have valid CHA license for India/Authorization/ consent from third party for usage of other's CHA license.	Self-attested Copy of the License OR Authority letter/consent letter from third party for usage of other party's CHA license shall be submitted for any of the operated port in India
4.	Copy of successfully executed PO/work order/ rate contract/ agreement for the work in last two FY (2022-23 or 2023-24) for similar job. Similar job means Clearance, Forwarding and Stevedoring Work of bulk/bagged cargo of bulk fertilizers. Bidder must have done similar work for at least one shipment of minimum 25,000 MT in any of the two FY- 2022-23 or 2023-24.	Copy of Work Order/PO/rate contract/ agreement with following details: i. Copy of Work order/PO/Rate Contract/ Agreement with number, date and value. ii. Name of the client, iii. Period of contract iv. Scope of work mentioning Clearance, Forwarding and Stevedoring (CFS) for bulk/bagged cargo of bulk fertilizers for any of the Indian Port. And- Execution certificate issued by Chartered Accountants /statutory auditors/client highlighting below- 1. Reference work order/PO/rate contract/agreement with number, date and value 2. Name of the client, 3. Period of Contract 4. Executed quantity under the work order/PO/Rate contract/ agreement for the particular financial year mentioned.
5.	Proof showing Warehouses owned / hired to be enclosed	Self-attested Copy to be enclosed with storage capacity



6.	<p>The average annual turnover of the Bidder in the preceding three (3) financial years as on the date of Technical Bid Opening should not be less than INR 2.02 Cr. (excluding of GST)</p>	<p>Bidder shall submit Audited Balance Sheet/ Profit & Loss Account for the Three preceding financial years as on the date of Technical Bid Opening.</p> <p>OR</p> <p>Certificate issued by Chartered Accountants or statutory auditors of the bidding entity certifying the Annual Turnover for the Three preceding financial years as on the date of Technical Bid Opening.</p> <p>Note:</p> <ol style="list-style-type: none"> i. In case where audited results for the last financial year as on the date of opening of Technical Bid are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Bidder is not able to submit the Certificate from practicing Chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the financial results of the Company of the preceding F.Y. have not been finalized or under audit as on the date of opening of Technical Bid and the Certificate from the practicing Chartered Accountant certifying the financial parameters of preceding F.Y. is not available. ii. Other income shall not be considered for arriving at annual turnover. iii. All the CA certificates to be submitted by the bidders should be on the letter head of CA with a valid UDIN number and membership number of the CA firm.
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- 7.0** Bids will be opened as per date/time as mentioned on the Date specified above or on the date specified on the e-tendering portal. The date of Price-Bid opening will be intimated later on the e-tendering portal.
- 8.0** HURL shall not be responsible for any postal /courier delay for submission of EMD and/or other original documents, if applicable.
- 9.0** HURL reserves the right to reject any or all bids or cancel/withdraw the NIT for the subject package without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.
- 10.0** Bids shall be digitally signed and uploaded by someone legally authorized and competent on behalf of his firm / company i.e., Bidder and relevant documents w.r.t. the same to be uploaded along with the bid by the bidders.

The Power of Attorney (on stamp paper duly notarized) of such person needs to be furnished along with bid.

11.0 Address for Communication.

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



SECTION – II

INSTRUCTIONS TO BIDDERS
(ITB)



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



		<p>order (if any) and blacklist/debar a firm in case it is determined that the firm benefitted wrongly from the Public Procurement Policy.</p> <p>The benefit as above to MSEs shall be available only for Goods/Services produced & provided by MSEs.</p> <p>MSEs seeking exemption and benefits should enclose/upload in e-tender portal an attested/self-certified copy of following registration certificate as a part of his bid, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.</p> <p>i) Ministry of MSME vide Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 had notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified, form and procedure for filing the memorandum (Udyam Registration) w.e.f. 01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e. https://msme.gov.in/) Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs- 2012</p> <p>ii) An enterprise registered prior to 30.06.2020 and who is not re-registered with Udyam Registration, shall continue to be valid for a period up to 31.03.2022. Such enterprise shall submit EM Part-II or Udyog Aadhaar Memorandum (UAM) for availing benefits of PPP-2012.</p> <p>iii) In case of upward re-classification of category, Enterprises shall be extended the non-tax benefits in accordance with sub-paragraph (5) of paragraph 8 of Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 read in conjugation with MSME notification no. CG-DL-E-18102022-239737 dated 18th Oct 2022 and any other relevant govt notifications issued from time to time. Vendors seeking such benefits must submit documents in support of their claims along with the bid, failing which benefit shall not be extended.</p>
5.0	Cost of Bidding	<p>The Bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.</p>
6.0	Clarification on Bidding Documents	<p>A prospective Bidder requiring any clarification of the Bidding Document shall put the query under Clarification tab of the on-line bid at least three days prior to the clarification end date. EMPLOYER will respond to any request for clarification or modification of the bidding documents that it receives within the time line specified.</p> <p>EMPLOYER will post the Clarifications under Clarification tab at e-tender i.e., CPP website. Bidders can view these clarifications.</p> <p>Bidders are advised to regularly check under Clarification tab regarding posting of clarification, if any.</p>



		Bidders must check the Clarifications issued before submission of Bid. Should the Employer deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so and upload the amendments in the tender on the e-tender portal.
7.0	Corrigendum/ Amendment to Bidding Documents	<p>At any time prior to the deadline for submission of bids, EMPLOYER may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.</p> <p>The corrigendum's/amendment's will be posted in the tender on the e-tender portal for viewing by the Bidder. The amendments will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are advised to regularly check the tender regarding posting of Amendments, if any.</p> <p>To give prospective Bidders reasonable time to take the corrigendum/amendment into account in preparing their bid, EMPLOYER may, at its discretion, extend the deadline for the submission of bids.</p>
8.0	Language of Bid	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English. In such case for purposes of interpretation of the Bid such translation shall govern.
9.0	Bid Proposal	<p>Bid shall be complete in all respects and shall be submitted with requisite information and Attachments. It shall be free from any ambiguity.</p> <p>For preparation of Bids, Bidders are expected to go through the complete bidding documents carefully. Material deficiencies in providing the information requested may result in rejection of the Bid.</p>
10.0	Documents Comprising the Bid	<p>The Bid shall comprise of following components:</p> <p>Technical Bid:</p> <p>The following documents are to be furnished by the Bidder as part of the Technical Bid:</p> <ol style="list-style-type: none"> Techno Commercial Proposal Bid Form as per format enclosed at Annexure-1 of Section VI (Forms & Procedures) of the Bidding document Letter of authority/ Power of Attorney as per requirement mentioned in NIT. Proof for payment of Earnest Money Deposit (EMD) as per format enclosed at Annexure-14 of Section VI (Forms & Procedures) of the Bidding document/ MSE Certificate for



		<p>exemption</p> <p>d) Certificates like Registration certificate, GST No, PAN No. etc.</p> <p>e) Format for Electronic Payment as per format enclosed at Annexure-2 of Section VI (Forms & Procedures) of the Bidding document and a copy of cancelled cheque.</p> <p>f) Letter from the bank for readiness for issue of Bank Guarantee towards security deposit.</p> <p>g) Tender Acceptance Letter & Letter of authorization to submit bid as per format enclosed at Annexure-3 of Section VI (Forms & Procedures) of the Bidding document.</p> <p>h) Documents as required in accordance with Eligibility Criteria</p> <p>i) No deviation Certificate as per format enclosed at Annexure-4 of Section VI (Forms & Procedures) of the Bidding document.</p> <p>j) Certificate from CEO or Managing Director or Legally Authorised Signatory, as per format enclosed at Annexure-5 of Section VI (Forms & Procedures) of the Bidding document, certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof. However, if at any point of time the declarations given in bid are found to be incorrect, HURL shall have the full right to terminate the contract and take any action as per provisions of contract including forfeiture of EMD/Security Deposit.</p> <p>k) Acceptance of Fraud Prevention Policy of HURL as per format enclosed at Annexure-6 of Section VI (Forms & Procedures) of the Bidding document.</p> <p>l) Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India” as per format enclosed at Annexure-7 of Section VI (Forms & Procedures) of Bidding document</p> <p>m) Declaration/ Undertaking for safe and proper storage of Cargo as per format enclosed at Annexure-16 of Section VI (Forms & Procedures) of Bidding document</p> <p>n) Any other document asked for in the Bidding Documents.</p> <p>Price Bid:</p> <p>The Price bid is to be submitted in the BOQ provided in the Tender at https://eprocure.gov.in/eprocure/app.</p> <p>Bidders are advised to fill the BOQ and upload the same on the portal. Bidder should not tamper/modify download price bid template. In case if the same is found to be tampered / modified in any manner, bid will be rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with HURL for a period of 2 years.</p>
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11.0	Bid Prices	<p>Bidders shall quote such that the bid price covers all the Supplier's obligations mentioned in or to be reasonably inferred from the bidding documents including all requirements in accordance with the requirements of the Technical Specifications & Scope of Work. Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents.</p> <p>Bidders shall give a breakdown of the prices in the manner and detail called for in the Bill of Quantity (BOQ).</p>
12.0	Price Basis	Bidders are required to quote price on the price basis as per Scope of Work / stipulated in the SCC.
13.0	Bid Currencies	All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the Special Conditions of Contract, on FIRM price basis and to remain valid during the currency of the Contract.
14.0	<p>EARNEST MONEY DEPOSIT (EMD) / BID SECURITY / GUARANTEE:</p> <p>i. The Bidder shall furnish, as part of his bid, an Earnest Money Deposit in the amount as stipulated in NIT/IFB/Tender Enquiry, in a separate envelope (in case paid in modes other than on-line payment) superscribed on the top as under:</p> <p><i>"ORIGINAL EARNEST MONEY DEPOSIT FOR NIT NO.DATED..... FOR (NAME OF PACKAGE) DUE ON (DATE OF BID OPENING) FROM (NAME OF THE BIDDER)."</i></p> <p>ii. The Earnest Money Deposit (EMD) shall, at Bidders option, be submitted in the following forms:</p> <p>a) electronically by RTGS / NEFT in the account of HURL details as given in subsequent paragraphs</p> <p style="text-align: center;">or</p> <p>b) in the form of Demand Draft in favour of <i>Hindustan Urvarak & Rasayan Limited</i>, Payable at New Delhi.</p> <p style="text-align: center;">or</p> <p>c) in the form of an irrevocable bank guarantee.</p> <p>The format of Bid Guarantee (BG) towards EMD shall be in accordance with the form of EMD included in the bidding documents (Annexure 8 of Section VI (Forms and Procedures)). The BG towards EMD shall remain valid for a period of forty-five (45) days beyond the original Bid validity period or beyond any extension in the period of Bid validity subsequently requested from any Scheduled / Commercial Bank recognised by Reserve Bank of India. The Bank Guarantee Verification Checklist duly filled in as per format given in the Bidding Documents is also to be submitted. Bidder shall ensure that all the points of check list are replied in "Yes".</p> <p>iii. Wherever Bids under Joint Venture route are permitted as per Qualifying Requirement in the Bidding Documents, the Earnest Money Deposit of the Joint Venture must be on behalf of all the partners of the Joint Venture.</p>	



- iv. Any bid not accompanied by an acceptable Earnest Money Deposit in accordance with the aforesaid provisions shall be rejected by the Employer as being non-responsive and shall be rejected without being opened.
- v. The Earnest Money Deposit shall be forfeited in any of the following circumstances without any notice or proof of damage to the Employer:
 - a) If the Bidder withdraws or varies its bid during the period of Bid validity.
 - b) If the Bidder does not accept the Arithmetical correction of its Bid Price
 - c) If the Bidder refuses to withdraw, without any cost to the Employer, any deviation, variation, additional condition or any other mention anywhere in the bid, contrary to the provisions of bidding documents.
 - d) In the case of a successful Bidder, if the Bidder fails, within the time limit,
 - (i) to sign the Contract Agreement
 - (ii) to furnish the required Security Deposit
 - e) If the bidder / his representatives commit any fraud while competing for this contract pursuant to Fraud Prevention Policy of HURL.
 - f) if the Bidder withdraws/ amends, impairs, and derogates from the tender.
- vi. No interest will be payable by the Employer on the said amount covered under Earnest Money Deposit.

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

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

- viii. RTGS / NEFT details of HURL as under:

Account Name: Hindustan Urvarak & Rasayan Limited

Account no: 00000038863886798

IFSC code: SBIN0004803.

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

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

Exemption from submission of EMD:

Micro and Small Enterprises (MSEs) bidders are exempted from submission of EMD as per provisions at clause 4.0 above.

Any bidder seeking EMD exemption **must** mention the same in the on-line bid under EMD Offline payment by selecting the correct option and also upload the exemption document (MSME certificate). In case a Bidder, who is seeking exemption, does not



		request for exemption in the online bid under EMD details and/or does not submit the document, then the bidder shall liable to be rejected.
15.0	Performance Security / Performance Bank Guarantee (PBG)	<p>Within ten (10) days of the Effective Date of the Contract (ref. Cl. No. 9 of SCC), the contractor shall furnish the Contract Performance Guarantee (CPG), for the due performance of the Contract for three percent (3 %) of the Contract Price with an initial validity up to ninety (90) days beyond the completion date for work plus defect liability period (if any), for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer as mentioned below.</p> <p>CPG may be submitted in any of the following forms:</p> <ul style="list-style-type: none"> a) electronically by RTGS / NEFT in the account of HURL details of which are given in bidding document or b) in the form of Demand Draft in favour of <i>Hindustan Urvarak & Rasayan Limited</i>, Payable at New Delhi. or c) in the form of an irrevocable bank guarantee in accordance with the form of included in the bidding documents (Annexure 9 of Section VI (Forms and Procedures)) from any Nationalized bank / Scheduled Bank recognised by Reserve Bank of India. <p>Failure of the supplier to submit the above-mentioned Performance Security / Performance Bank Guarantee (PBG) shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p> <p>No interest shall be payable by the Employer to the Contractor against the Security Deposit furnished.</p> <p>Performance Security shall be returned after Certification of completion of work and Defect Liability period (if any) by EIC. However, the contractor will have to apply in writing, for refund of the same.</p>
16.0	Confirmation of BGs through Structured Financial Messaging System (SFMS)/SWIFT	<p>While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided in the Special Purchase Conditions.</p> <p>Bidders are advised to ensure that the message is sent by their Bankers and the Bidders must submit the reference details as part of the bid with the EMD.</p> <p><u>Name of Beneficiary of Bank Guarantee:</u></p> <p>Name of the Bank: State Bank of India</p> <p>Account Name-Hindustan Urvarak & Rasayan Limited</p> <p>Account no-00000038863886798</p>



		<p>IFSC code- SBIN0004803.</p> <p>Secured Message Type-SBININBB102</p> <p>In case of submission of EMD in the form of Bank Guarantee, bidders are requested to provide the Details like Bank Name, Branch address, IFSC code and Branch E-mail Id of BG issuing Branch on EMD submission covering letter</p>
17.0	Ineligibility For Future Tenders	<p>Notwithstanding the provisions regarding forfeiture of Earnest Money Deposit specified above, if a bidder after having been issued the Purchase Order/Contract, either does not accept the Purchase Order/Contract or does not submit an acceptable Performance Security and which results in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of the particular package.</p> <p>If a bidder after opening of tenders where EMD is 'NIL/Not applicable' or exempted for bidders as per policy guidelines, withdraws its offer within the validity period of the offer, then such bidder shall be treated as ineligible for participation in the future tenders issued from HQ for a period of 6 months from the date of withdrawal of the bid.</p> <p>If a bidder after having been issued the Notification of Award/Purchase Order of a package where EMD is 'NIL/Not applicable' or exempted for bidder as per policy guidelines, either does not accept the Notification of Award/Purchase Order or does not submit an acceptable Performance Security pursuant to ITB Clause titled 'Performance Security', and which result in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of this particular package.</p>
18.0	Period of Validity of Bids (Techno-Commercial Bid and Price Bid)	<p>Bids shall remain valid for a period of 180 days from the closing date prescribed by EMPLOYER for the receipt of bids, unless otherwise specified in Special Conditions of Contract (SCC). A bid valid for a shorter period shall be rejected by EMPLOYER as being non-responsive.</p> <p>In exceptional circumstances, EMPLOYER may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing by post or email or by telefax followed by post confirmation. If a Bidder accepts to extend the period of bid validity, the validity of Earnest Money Deposit shall also be suitably extended. A Bidder may refuse the request without forfeiting its Earnest Money Deposit. A Bidder granting the request will not be required nor permitted to modify its bid.</p>
19.0	Nil Deviation	<p>No deviation, whatsoever, is permitted by EMPLOYER to any provision of Bidding Documents. The Bidders are advised that while making their Bids and quoting prices, all conditions are appropriately taken into consideration. Bidders shall certify their compliance to the complete Bidding Documents as per Certificate at Annexure 4 of Section VI (Forms and Procedures).</p>



		<p>In case the Products and/or Services offered do not meet the technical requirements, the bid shall be rejected as Technically non-responsive.</p> <p>Bidders may note that in case the Bidder refuses to withdraw additional conditions/deviations/variations/exception, implicit or explicit, found anywhere in the techno-commercial bid, the bid shall be rejected as Technically non-responsive.</p> <p>Bidders may also note that any deviation/variation in any form in the Price Bid shall result in forfeiture of EMD.</p>
20.0	Format and Signing of Bid	<p>The bid including all documents uploaded in the on-line bid shall be digitally certified by a duly authorised representative of the Bidder to bind him to the contract using Class II or Class-III digital signature (in the name of designated individual with Organisation name). The Digital Signature shall be as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI) namely Controller of Certifying Authorities (CCA) of India.</p> <p>Notarised copy of an authorisation letter/power of attorney indicating that the person signing the bid has the authority to sign the bid is to be uploaded as part of the Techno-commercial Bid. Whenever required by HURL, bidders may have to submit the above notarized authorisation letter/power of attorney in physical form.</p>
21.0	Submission of Bids	Bid shall be submitted through e-tender mode in the manner specified elsewhere in bidding document. No Manual/ Hard Copy of the Bid shall be acceptable except those asked for in Physical form.
21.1	PHYSICAL BID	
	EMD	<p>The Bidder shall furnish, as part of his bid, a Earnest Money Deposit in the amount as stipulated in NIT/IFB/Tender Enquiry, in a separate envelope (in case paid in modes other than on-line payment) superscribed on the top as under:</p> <p><i>“ORIGINAL EARNEST MONEY DEPOSIT FOR NIT NO.DATED..... FOR (NAME OF PACKAGE) DUE ON (DATE OF BID OPENING) FROM (NAME OF THE BIDDER).”</i></p>
21.2	ON-LINE	<p>Bid along with all the documents should be submitted in the electronic form only through e-Tendering system.</p> <p>Any revision or amendment in bid shall be possible only up to the due date and time of submission of tender.</p>
21.2.1	Techno-Commercial Bid	
(A)	COVER TYPE – FEE	MSEs seeking exemption and benefits should enclose/upload in e-tender portal an attested/self-certified copy of registration certificate as a part of his bid, failing which they run the risk of their bid being passed over as



		ineligible for the benefits applicable to MSEs.
(B)	COVER TYPE -- TECHNICAL	<p>The bidders shall upload documents in compliance to the Bidding Documents.</p> <p>The following documents are to be furnished by the Bidder as part of the Technical Bid:</p> <ol style="list-style-type: none"> Techno Commercial Proposal Bid Form as per format enclosed at Annexure-1 of Section VI (Forms & Procedures) of the Bidding document Letter of authority/ Power of Attorney as per requirement mentioned in NIT. Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD) as per format enclosed at Annexure-14 of Section VI (Forms & Procedures) of the Bidding document/ MSE Certificate for exemption Signed, Stamped and Scanned copy of Certificates like Registration certificate, GST No, PAN No. etc. Signed, Stamped and Scanned copy of Format for Electronic Payment as per format enclosed at Annexure-2 of Section VI (Forms & Procedures) of the Bidding document and a copy of cancelled cheque. Signed, Stamped and Scanned copy of Letter from the bank for readiness for issue of Bank Guarantee towards security deposit. Signed, Stamped and Scanned copy of Tender Acceptance Letter & Letter of authorization to submit bid as per format enclosed at Annexure-3 of Section VI (Forms & Procedures) of the Bidding document. Documents as required in accordance with Eligibility Criteria i.e., Clause 6 of NIT. Signed, Stamped and Scanned copy of No deviation Certificate as per format enclosed at Annexure-4 of Section VI (Forms & Procedures) of the Bidding document. Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director or Legally Authorised Signatory, as per format enclosed at Annexure-5 of Section VI (Forms & Procedures) of the Bidding document, certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof. However, if at any point of time the declarations given in bid are found to be incorrect, HURL shall have the full right to terminate the contract and take any action as per provisions of contract including forfeiture of EMD/Security Deposit.



		<p>k) Acceptance of Fraud Prevention Policy of HURL for which the bidder has to submit Signed, Stamped and Scanned copy of the format enclosed at Annexure-6 of Section VI (Forms & Procedures) of the Bidding document.</p> <p>l) Signed, Stamped and Scanned copy of Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India” as per format enclosed at Annexure-7 of Section VI (Forms & Procedures) of Bidding document</p> <p>m) Signed, Stamped and Scanned copy of Declaration/ Undertaking for safe and proper storage of Cargo as per format enclosed at Annexure-16 of Section VI (Forms & Procedures) of Bidding document</p> <p>n) Any other document asked for in the Bidding Documents.</p> <p>Note: -</p> <p>Bidders are requested to upload the clearly visible documents only otherwise if not clearly visible then offer shall be liable for rejection without any further communication. The Techno-Commercial Bid should not contain any price content entry. In case, the Techno-Commercial Bid is found to contain any price content, such bid shall be liable for rejection.</p> <p>Checklist of documents to be submitted is enclosed as Annexure-1 to ITB.</p>
21.2.2	Price Bid (COVER TYPE – FINANCE)	<p>The Price bid is to be submitted in the BOQ provided in the Tender at https://eprocure.gov.in/eprocure/app.</p> <p>Bidders are advised to fill the BOQ and upload the same on the portal. Bidder should not tamper/modify download price bid template. In case if the same is found to be tampered / modified in any manner, bid will be rejected and EMD would be forfeited, and Bidder is liable to be banned from doing business with HURL for a period of 2 years.</p> <p>Bidders shall necessarily submit the prices on-line in the Bill of Quantity (BOQ) only.</p> <p>For preparation of the “Price Bid”, Bidders are expected to take into account the requirements and conditions of the bidding documents. The Price Bid shall be made in the ‘BOQ’ (excel file) only of Bidding Documents.</p> <p>The rate quoted by the bidder shall be inclusive of all provisions for incidental expenses necessary for proper execution and completion of the work in accordance with the terms & condition of the bidding document.</p> <p>All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the Special Conditions of Contract, on FIRM price basis and to remain valid during the currency of the Contract.</p>



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



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



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



		In case any additional conditions/deviations/variations/exception, implicit or explicit, is found anywhere in the Price bid, the Earnest Money Deposit shall be forfeited.
29.0	Discrepancies In Bid	<p>In case of discrepancies in the bid, the following will be adopted to correct the discrepancies for Arithmetical for the purpose of evaluation.</p> <p>a) In case of discrepancy between unit price in figures and words, the unit price words will be considered as correct.</p> <p>b) In case of discrepancy between unit price and total price, the unit price will be considered as correct.</p> <p>d) In case of discrepancy between unit price and total price, which is obtained by multiplying the unit price and quantity, or between sub-totals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly.</p>
30.0	Evaluation Criteria	<p>The evaluation criteria specified in Special Conditions of Contract (SCC) shall over-ride all other similar related clauses appearing elsewhere in the bidding documents.</p> <p>The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this Bidding Document.</p>
31.0	Evaluation Of Bids	<p>a) The Employer shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.</p> <p>b) To evaluate a Bid, HURL shall only use all the criteria and methodologies defined in this document.</p> <p>c) To evaluate a Bid, HURL shall consider the following:</p> <ul style="list-style-type: none"> • The bid price as quoted as per Bill of Quantity (BOQ) • Price adjustment for correction of discrepancy. • Price adjustment due to Price Preference, pursuant to ITB clause 4.0, if applicable • Price adjustment due to Price Preference due to any other condition specified in Special Purchase Condition. • Price adjustment due to application of the evaluation criteria.
32.0	Contacting The Employer	<p>Subject to ITB clause 25.0 above, no Bidder shall contact the Employer on any matter relating to its bid, from the time of the opening of Bids to the time the contract is awarded.</p> <p>Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.</p>
33.0	Employer's Right to Accept Any Bid and to	The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder(s) of the grounds



	Reject Any or All Bids	for the Employer's action.
34.0	Award Criteria	<p>Subject to ITB Clause 33, the Employer will award the contract to the successful Bidder whose bid has been determined to be substantially responsive to the Bidding Documents and qualified to perform the contract satisfactorily, as per methodology specified in Special Conditions of Contract (SCC).</p> <p>The Bidder will be required to comply with all requirements of the Bidding Documents without any extra cost to the Employer, failing which his Earnest Money Deposit will be forfeited.</p>
35.0	Construction of Contract	<p>If required, HURL may place separate Orders for supplies and Services.</p> <p>The award of separate Purchase Orders shall not in any way dilute the responsibility of the Supplier for the successful completion of the Facilities as per Contract documents and a breach in one Purchase Order shall be construed as a breach of the other Purchase Order(s) which will confer a right on the Employer to terminate the other Contract(s) also at the risk and cost of the Supplier.</p> <p>The total value of all the orders shall be the Total Package value.</p>
36.0	Notification of Award	<p>Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing by email or letter or by telefax to be confirmed in writing by letter sent by Speed Post/Registered/courier, that its bid has been accepted. The notification of award (Purchase/Service Order) will constitute the formation of the contract and shall be effective from the date of award or the date as specified in Special Conditions of Contract (SCC).</p>
37.0	Corrupt or Fraudulent Practices	<p>Employer requires that Bidders, Contractors and Suppliers observe the highest standard of ethics during the procurement and execution of the contracts. In pursuance of this policy, Employer:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;</p> <p>(b) will reject a bid for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent</p>



		<p>practices in competing for the contract in question;</p> <p>(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract of the Employer.</p>
38.0	Fraud Prevention Policy	<p>The Bidders/ Service Providers/ Vendors/ Consultants etc. shall strictly adhere to the Fraud Prevention Policy of HURL displayed on its website http://www.hurl.net.in and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities and immediately apprise HURL of the fraud/suspected fraud as soon as it comes to their notice. A certificate to this effect shall be furnished by the bidder along with his bid, in relevant attachment as per format enclosed (Annexure 6 of Section VI (Forms and Procedures)) with the Bidding Document.</p> <p>If in terms of above policy, it is established that the bidder/his representatives have committed any fraud while competing for this contract then the Earnest Money Deposit shall be forfeited.</p>
39.0	Indian Agents	<p>In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product.</p> <p>If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit bid on behalf of another Principal/OEM in the same tender for the item/product.</p>
40.0	Transfer of Bid Documents	<p>Documents purchased / downloaded by the intending bidders cannot be transferred.</p>
41.0	Restrictions on procurement from a Bidder of a country which shares a land border with India	<p>i. Any Bidder (including its Collaborator/Associate/DJU Partner/JV partner/Consortium Member/Assignee, wherever applicable) from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority.</p> <p>Such registration should be valid for the entire period of bid validity or any extension thereof. However, in case the validity period of registration is less than bid validity period, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids, failing which the bid shall be rejected.</p> <p>Further the successful bidder shall not be allowed to sub-contract works to any "Sub-contractor" from a country which shares a land border with India unless such Sub-contractor is registered with the competent Authority as mentioned in SCC.</p> <p>However, the said requirement of registration will not apply to</p>



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



Annexure-1 to ITB

Checklist of documents to be submitted:

Sr. No	Item	Yes / No	Bid Ref.
1	Techno Commercial Proposal Bid Form as per format enclosed at Annexure-1 of Section VI (Forms & Procedures) of the Bidding document		
2	Letter of Authority/ Power of Attorney as per requirement mentioned in NIT.		
3	Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD) as per format enclosed at Annexure-14 of Section VI (Forms & Procedures) of the Bidding document/ MSE Certificate for exemption		
4	Signed, Stamped and Scanned copy of Certificates like Registration certificate, GST No, PAN No. etc.		
5	Signed, Stamped and Scanned copy of Format for Electronic Payment as per format enclosed at Annexure-2 of Section VI (Forms & Procedures) of the Bidding document and a copy of cancelled cheque.		
6	Signed, Stamped and Scanned copy of Letter from the bank for readiness for issue of Bank Guarantee towards security deposit.		
7	Signed, Stamped and Scanned copy of Tender Acceptance Letter & Letter of authorization to submit bid as per format enclosed at Annexure-3 of Section VI (Forms & Procedures) of the Bidding document.		
8	Documents as required in accordance with Qualifying Requirements / Pre-Qualification Criteria (PQC)/ Eligibility Criteria i.e., <u>Clause 6</u> of NIT		
9	Signed, Stamped and Scanned copy of No deviation Certificate as per format enclosed at Annexure-4 of Section VI (Forms & Procedures) of the Bidding document.		
10	Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director or Legally Authorised Signatory, as per format enclosed at Annexure-5 of Section VI (Forms & Procedures) of the Bidding document, certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the		



	contents thereof. However, if at any point of time the declarations given in bid are found to be incorrect, HURL shall have the full right to terminate the contract and take any action as per provisions of contract including forfeiture of EMD/Security Deposit.		
11	Acceptance of Fraud Prevention Policy of HURL for which the bidder has to submit Signed, Stamped and Scanned copy of Form of Acceptance of Fraud Prevention Policy of HURL as per the format enclosed at Annexure-6 of Section VI (Forms & Procedures) of the Bidding document.		
12	Signed, Stamped and Scanned copy of Certificate related to "Restrictions on procurement from a Bidder of a country which shares a land border with India" as per format enclosed at Annexure-7 of Section VI (Forms & Procedures) of Bidding document		
13	Signed, Stamped and Scanned copy of Declaration/ Undertaking for safe and proper storage of Cargo as per format enclosed at Annexure-16 of Section VI (Forms & Procedures) of Bidding document		
14	Any Other Document asked for in the Bidding Document		

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



Annexure 2 to ITB

A	Instructions for Online Bid Submission	<p>The bidders are required to submit their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bidsonline on the CPP Portal.</p> <p>More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.</p> <p>1.0 REGISTRATION</p> <p>1.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.</p> <p>1.2 As part of the enrollment process, the bidders will be required to choose a unique username and assign a password for their accounts.</p> <p>1.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.</p> <p>1.4 Upon enrollment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / nCode / eMudhra etc.), with their profile.</p> <p>1.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.</p> <p>1.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.</p> <p>2.0 SEARCHING FOR BIDDING DOCUMENTS</p> <p>2.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP</p>
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		<p>Portal.</p> <p>2.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the Bidding Document.</p> <p>2.3 The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.</p> <p>3.0 <u>PREPARATION OF BIDS</u></p> <p>3.1 Bidder should take into account any corrigendum published on the Bidding Document before submitting their bids.</p> <p>3.2 Please go through the Bidding Document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.</p> <p>3.3 Bidder, in advance, should get ready the documents to be submitted as indicated in the Bidding Document / schedule. Generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.</p> <p>4.0 <u>SUBMISSION OF BIDS:</u></p> <p>4.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. HURL shall NOT be responsible for any delay.</p> <p>4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Bidding Document.</p> <p>4.3 Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.</p> <p>Bidder should prepare the EMD as per the instructions specified in the Bidding Document. In case the EMD is submitted through DD/BG, the original should be posted/couriered/given in person to the concerned official, so as that it reaches to the concerned official latest by the last date and time of bid submission or as specified in the Bidding Documents.</p>
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		<p>Bid submitted by the Bidder before the Bid submission date and time will be considered for Bid evaluation.</p> <p>4.11 The Bidder is permitted to withdraw his Bid before the last date of Bid submission and time through the CPP Portal. The bidder should provide the supporting reasons for bid withdrawal and attach the supporting letter to the Purchaser.</p> <p>4.12 During bid evaluation, EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to the Purchase Orders/Contracts executed declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT/IFB. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid including substitution of Purchase Orders/Contracts executed in the bid by new/additional Purchase Orders/Contracts executed for conforming to Qualifying Requirement shall be sought, offered or permitted.</p> <p>For this purpose, only 1 chance, shall be given. However, if after review, the employer considers further clarification is required, bidders may be given one more opportunity to submit further clarifications/ documents on the documents/ clarifications already submitted. If the techno-commercial acceptability of bidder is established upon verification of documents including clarifications submitted, the case shall be considered for further processing. If the bidder happens to be defaulter upon verification of the documents or has not uploaded the required document within the mentioned time frame his bid would be analyzed based on the uploaded documents and if found not in order as per requirement, would be outrightly rejected.</p>
B.	Reverse Auction	<p>Procedure in submission of bids by the bidders during Reverse/Forward auction online.</p> <ul style="list-style-type: none"> ➤ Bidders shall login using their login ID & Password and then using DSC. ➤ Click on My Auctions button given in left side of page, to view Action details for which Techno-Commercially qualified. ➤ For participating in Live Auction, <ul style="list-style-type: none"> a) Click on Live Auction Button. b) Click on View button to participate in interested Auction. c) There is List of qualified Lots in which Bidder can participate against selected Auction. d) Click on Hammer Icon to participate in the respective lot. e) On clicking Hammer Icon, system will show Start price, Decremental (or incremental) price and Current price



		<p>against lot. Current Price is appearing as Blank in case no bidder has offered price.</p> <p>f) Enter your Price in 'My Auction Price' in multiples of decremental (incremental) value up to above (below) Max Seal % value, and then sign it digitally by clicking on Sign Icon and Click on submit button.</p> <p>g) System will show your Latest Value / Price Quoted and system will also show Least Amount/ Rate which any Bidder would have quoted.</p> <p>1. Tender Cum Auction is a combination of Tender Followed by Reverse Auction. It is also called as eRA.</p> <p>Subsequently, Reverse Auction will be conducted amongst techno-commercially qualified / approved bidders after Opening of Financial/Price Bids' online.</p> <p>The Reverse Auction will be normally initiated after Opening of Price Bids. There will be no participation fees for Auction. Only such bidders - who have been found techno-commercially qualified as per requirements of the tender will be permitted to participate in the Reverse Auction.</p> <p>After opening of the price (financial) bids, System displays L1 price based on either over all basis or item wise/lot basis automatically. Using this system provided price, which would be auction start price procuring entity will create Reverse Auction and publish the same.</p> <p>The Techno-commercially qualified bidders will receive Auction information through SMS & email. The participating bidders get an opportunity to revise their prices (reduce in case of Reverse Auction). It allows bidders multiple opportunities to offer a price.</p> <p>2. The lowest value quoted by the bidder will become the auction start price for auction and the participant bidders have to quote below the auction price.</p> <p>3. The Bidder would be allowed to bid lower than the opening price of auction in multiples of the decrement value mentioned in para 5. However, bidder can only bid lower than the Lowest Bid.</p> <p>4. The auction will be done on bid value (to be provided by bidder) which will be derived based upon cost as mentioned in para below. It is inclusive of any taxes, etc.</p> <p>5. The minimum decrement value will be Rs. 10,000.00 as mentioned in clause 7 below. The reduction shall have to be made as per decrement value or in multiple thereof.</p> <p>6. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:</p>
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		<p>a) Current Bid Price in the Auction.</p> <p>b) Start Price.</p> <p>c) Decrement value.</p> <p>At no point of time will any bidder see the names of other bidders, or the prices of bidders other than the lowest bid.</p>
	7.	<p>In case of Reverse Auction, in order to displace a standing lowest bid and to become “L1”, a bidder can offer a minimum bid decrement or in multiples of decremental value up to above Max Seal %.</p> <p>For example:</p> <p>Current price: - Rs. 4,90,000 Decrement value: - Rs. 10000 System Defined Maximum Seal %: - 50, in this case a bidder can quote minimum decrement amount as Rs 4,90,000-10,000= Rs. 4,80,000 and maximum decrement amount is 490000-245000-10000=235000=240000*.</p>
	8.	<p>A bidder can continue to revise his bid till the auction ends. However, the Bidder cannot quote/Bid equal to the Leading / Lowest Bid. He must always quote lower than the Leading/Lowest Bid site.</p>
	9.	<p>The evaluation criteria are based on Price alone in auction. The Bidder who quotes the lowest evaluated Price is determined as the lowest bidder.</p>
	10.	<p>System protects bid and bidder information till auction gets over and displays current L1 price to the bidder.</p>
	11.	<p>Initial period of reverse auction will be two hours in the slot of 10 minutes. There will be auto extensions of time every time by ten minutes in case of any reduction recorded in the last ten minutes. The reverse auction will come to a close only when there is no further reduction recorded in the last ten minutes slot in any site i.e., after 1 hour 50 minutes.</p>
	12.	<p>The log details of the entire reverse auction process will be generated by the system once the process of reverse auction is completed.</p>
	13.	<p>If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the price bid shall be considered as the final price of that bidder.</p>
	14.	<p>Since reverse auction is a sequel to e-tender, the process of finalizing the tender upon completion of reverse auction will be same as the tender process without reverse auction.</p>
	15.	<p>The bid history shall reflect only the bid value inclusive of taxes. The value will not be same for two bidders even if any bidder makes such an attempt in the bidding.</p>
	16.	<p>Only the chronologically last price bid submitted by the</p>

		<p>bidder till the end of the auction shall be considered as the valid price bid of that bidder. Any bid submitted prior to submission of his last bid will not be considered as the valid price bid.</p> <p>17. Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned.</p> <p>18. All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder against that site and acceptance of the same by HURL will form a binding contract between HURL and the bidder for entering into a contract.</p> <p>19. If the lowest price received during reverse auction is unreasonable or it is unacceptable on ground of being too high compared with estimated price, the HURL management reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable, HURL may not accept such bid and may go for another tender process.</p> <p>20. In case of disruption of service at the service provider's end while the RAP is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be the 'Start Bid' price for the restarted RAP. The prices quoted in the prematurely ended RAP will be binding on all the bidders for consideration if the restarted RAP does not trigger within the stipulated time.</p> <p>21. However, if Reverse Auction does not lead to any bid, HURL shall reserve the right to award the job based on the lowest prices quoted in online commercial bid.</p> <p>22. The successful bidder needs to submit the revised BOQ in line with price quoted by him in reverse auction. The ratio of percentage decrease in cost of each item of BOQ component shall be same as the overall percentage reduction in the bid value originally quoted by successful bidder and final L1 value quoted by successful bidder.</p> <p>23. The detailed Break-up of offered cost, provided by the successful bidder shall be considered and order, if placed, shall be with the same break-up of prices. The successful bidder(s) after reverse auction will be responsible to ensure that the rate as per the breakup of prices provided by him after the reverse auction and total value offered by him in the reverse auction are in same proportion. In no case the price of individual item can exceed the price arrived at after RA as per</p>
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		<p>procedure brought out above. The successful bidder will not be allowed to increase the rate of any component while submitting the breakup. While giving the breakup, 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 breakup given by bidder does not match with total offered price, the HURL will be at liberty to place order by proportionately reducing the component rates on basis of the breakup of the e-auction bid submitted by the successful bidder along with the initial offer and the same will be binding on the successful bidder. All calculations will be done up to two decimal places. In no case the total amount of the revised BOQ to be higher than the amount received after RA. In case the amount with revised BOQ exceeds the amount received after reverse Auction, then rounding off (in the decimal places) in the unit rates shall be done in a manner that the total value does not exceed the total RA price. Such derived rates shall be binding on the successful Bidder.</p>
		<p>Bidders must apprise themselves of the applicable guidelines for submission of and uploading of bids etc. on CPP website.</p>

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



SECTION – III

GENERAL CONDITIONS OF CONTRACTS
(GCC)



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



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

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



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



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

13	Taxes & Duties	<p>Contractor shall bear all tax liabilities, duties, Govt. levies etc. on account of payments made under this Contract. It shall be the responsibility of the Contractor to submit to the concerned Indian authorities the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.</p> <p>It shall be incumbent upon the Contractor to obtain a registration certificate as a dealer under GST Law, and other law(s) relating to levy of tax, duty, cess etc. and necessary evidence to this effect shall be furnished by the Contractor to the Owner.</p> <p>The Contract Price (of both domestic and foreign Contractor) shall also be exclusive of GST applicable on services as per the rates prevailing as on seven (7) days prior to the date of Techno-Commercial bid opening. In case the Contractor is from outside India, who does not have any fixed establishment or permanent address in India, the GST shall be paid to the concerned Tax Authorities in India by the Owner and the same shall be recovered/ deducted from the Contractor.</p> <p>In case of any variation in the rate of GST during the period of Contract, an equitable amount shall be paid/ recovered from the Contractor to fully take into account any such change.</p> <p>If a new tax, duty, or levy is imposed or any rates of tax are increased or decreased under statute or law in India after the date seven (7) days prior to date of Techno-Commercial bid opening and the Contractor becomes liable there under to pay and actually pays the said new tax, duty or levy for bonafide use on the work contracted, the same shall be reimbursed/recovered to the Contractor.</p> <p>As regards Income Tax, Surcharge on Income Tax and other Corporate Taxes, including Cess wherever applicable, the Contractor shall be responsible for such payments to the concerned authorities.</p> <p>The Owner shall be entitled to make necessary tax deductions at source as per the prevalent laws. The Contractor shall be required to submit the PAN details before the submission of the first bill/invoice under the Contract.</p> <p>In case the Contractor is from outside India, it shall be required to either furnish (i) the certificate from Indian Tax Authority or (ii) Ruling from "the Authority for Advance Ruling (AAR)" determining the applicable rate of Income Tax in India before release of first payment.</p> <p>The Contractor shall himself be informed of all the applicable laws, notifications, rules, circulars, and other communications of the State or Central or other authorities with regard to levy of any tax, duty, cess, levy or fee etc., which in any manner may impinge upon him in performance of any obligations/responsibilities under or arising out of the Contract.</p> <p>Further in case of foreign Contractor, certain benefits of Income Tax</p>
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		may be available to him in his country under Double Taxation Avoidance Agreement (DTAA). While quoting for the assignment, the foreign Contractors are required to consider such benefits in their proposal.
14	Effectiveness of Contract	The Contract shall come into force and effect on the date, called the “Effective Date”, of the Owner’s notice to the Contractor instructing the Contractor to commence carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, as specified in the SCC have been met or as mentioned elsewhere in the tender document.
15	Effective Date	The date the Contract comes into effect shall be as specified in the SCC.
16	Commencement of Services	The Contractor shall commence carrying out the Services not later than the number of days after the Effective Date as specified in the SCC.
17	Modifications or Changes or Amendment	No Modifications or changes or amendment or other variation of the Contract (Purchase Order / Service Purchase) shall be effective unless it is in writing, is dated, expressly refers to the Purchase Order / Service Order, and is signed by a duly authorized representative of Employer and accepted by the Contractor.
18	Contract Price	The Contract price, other than GST, shall remain FIRM throughout the contract period and will NOT be subject to adjustment for price escalation during the performance of the Contract until unless specified otherwise in the SCC.
19	Severability	If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
20	Standard of Performance	The Contractor shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Owner, and shall at all times support and safeguard the Owner’s legitimate interests in any dealings with Sub Contractors or Third Parties.
21	Conflict of Interests	The Contractor shall hold the Owner’s interest’s paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
22	Confidentiality	The Owner and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly



		<p>or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data, and other information it receives from the Owner to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this clause of GCC.</p>
23	Limitation of Liability	<p>HURL shall in no way be responsible for any liabilities arising out of the Contractor's Contractual obligations with the Contractor's personnel, experts, engineers, sub-Contractors, licensors, collaborators, vendors, or subsidiaries. Similarly, the Contractor shall in no way be responsible for any liabilities arising out of HURL's personnel, sub-Contractors, licensors, collaborators, vendors, or subsidiaries.</p> <p>The Contractor and HURL both agree that each shall assume full risk of damages or injury to its own properties, employees and representatives caused by any act or omission to act by their respective employees or representatives, during the performance of this Contract.</p> <p>Except in cases of criminal negligence or wilful misconduct,</p> <p>(a) Neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and</p> <p>(b) The aggregate liability of the either party to the other party, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.</p> <p>Notwithstanding anything contained hereinabove, the aggregate liability of the Employer to the Contractor shall not exceed the Total Contract Price, less payments already released to the Contractor, if any.</p>
24	Liability of the Contractor	<p>The Contractor shall be, liable to and required to indemnify, the Owner as stated under for due performance of the Contract.</p> <p>The Contractor shall indemnify the Owner from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Owner during or in connection with the Services by reason of:</p>

		<p>(a) infringement or alleged infringement by the Contractor of any patent or other protected right; or</p> <p>(b) plagiarism or alleged plagiarism by the Contractor.</p> <p>The Contractor shall ensure that all goods and services (including without limitation all computer hardware, software, and systems) procured by the Contractor out of funds provided or reimbursed by the Owner or used by the Contractor in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.</p>
25	Insurance to be taken out by the Contractor	<p>The Contractor</p> <p>(a) shall take out and maintain, and shall cause any Sub-Contractors to take out and maintain, at their (or the Sub-Contractors', as the case may be) own cost, but on terms and conditions approved by the Owner, during the performance of the Contract, the insurance against the risks, and for the coverage as specified in the SCC/ Technical Specifications; and</p> <p>(b) at the Owner's request, shall provide evidence to the Owner showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.</p>
26	Contractor's Actions Requiring Owner's Prior Approval	<p>The Contractor shall obtain the Owner's prior approval in writing before taking any of the following actions:</p> <p>(a) any subcontract relating to the Services to an extent and, with such specialists and entities as may be approved as</p> <p>(b) any other action that may be specified in the SCC.</p> <p>Notwithstanding any approval as above, the Contractor shall remain fully liable for the performance of Services by the Sub-Contractor and its Personnel and retain full responsibility for the Services.</p>
27	Assistance and Exemptions	<p>The Owner shall use its best efforts to ensure the following:</p> <p>(a) To ensure the accuracy of all information and/or data to be supplied by the Owner to the Contractor necessary for performance of the Contract, except when otherwise expressly stated in the Contract.</p> <p>(b) issue to officials, agents, and representatives of the Owner all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.</p> <p>(c) provide to the Contractor, Sub-Contractors, and Personnel any such other assistance as may be specified in the SCC.</p>
28	Payment Terms	<p>General</p> <p>In consideration of the Services performed by the Contractor under this Contract, the Owner shall make to the Contractor such payments and in such manner as stated below:</p>



		<p>Payments will be made in the currency or currencies in which the Contract Price has been stated in the Contractor's bid i.e., INR.</p> <p>No payment made by the Owner herein shall be deemed to constitute acceptance of the Services nor relieve the Contractor of any obligations.</p> <p>Modes of Billing and Payment</p> <p>All the invoices of payment shall be supported by necessary Documents and submitted in quadruplicate for the certification of Engineer-in-Charge for which he will require a maximum time of fifteen (15) days before the same are submitted for processing the payment of amount admitted.</p> <p>The Owner shall pay to the Contractor all the admissible payments within thirty (30) days of certification of the Engineer-in-Charge of the amount payable for the services.</p> <p>Contractor shall furnish the details of Bank Account in the prescribed format along with Bid in order to facilitate the Owner to release Payments electronically through Electronic Fund Transfer system wherever technically feasible. The Contractor shall hold the Owner harmless & Owner shall not be liable for any direct, indirect, or consequential loss or damage sustained by the Contractor on account of any error in the information or change in Bank details provided to the Owner in the prescribed form without intimation to Owner duly acknowledged.</p>
29	Early Warning	<p>If at any time during performance of the Contract, the Contractor or its Sub-Contractors should encounter events, circumstances conditions that may adversely affect the quality of the work, increase the cost of Services, or delay the execution of the Services, the Contractor shall promptly notify the Owner in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor's notice, the Owner shall evaluate the situation, and the Contractor shall cooperate with the Owner in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.</p>
30	Extension of the Intended Completion Date	<p>In the event the Contractor is unable to complete the assignment by the Intended Completion Date it may request the Owner to extend the Intended Completion Date giving reasons. The Owner may extend the Intended Completion Date if the reasons given by the Contractor, including prior review where necessary, are found acceptable. The Owner shall, however, decide by how much to extend the Intended Completion Date.</p>
31	Good Faith	<p>The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.</p>
32	Liquidated Damage (LD) for	<p>If the Contractor fails to complete the Work on or before the scheduled or extended date of completion, he shall, without prejudice to any other</p>



	Delay	<p>right or remedy of the Employer, arising out of the Contract on account of such delay, be liable for payment of liquidated damages @ ½ percent per week, not as penalty, on the Contract Value of the Work for every week that the progress remains below the required progress or that the Work remains incomplete subject to a maximum of 5% of the Contract Value.</p> <p>In case of amendment in the contract value, the limiting value of the Liquidated damages shall be 5% of the amended Contract Value.</p> <p>The amount of Compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Owner.</p>
33	Change in laws and regulations	<p>If, after the date seven (7) days prior to the last date of Bid submission, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to items in respect of both direct transactions between the Employer and Supplier.</p>
34	Performance Security	<p>Within ten (10) days of the receipt of Purchase Order/Service Order from the Employer, the contractor shall furnish the Contract Performance Guarantee (CPG), if applicable, for the due performance of the Contract for ten percent (10 %) of the Contract Price with an initial validity up to ninety (90) days beyond the completion date for work plus defect liability period (if any), for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer as mentioned below.</p> <p>CPG may be submitted in any of the following forms:</p> <ol style="list-style-type: none"> crossed Demand Draft / Bankers cheque drawn in favour of HURL Payable at New Delhi. An irrevocable Bank Guarantee as per the HURL standard format from any Nationalized bank / Scheduled Bank as acceptable to HURL as per list enclosed. <p>Failure of the supplier to submit the above-mentioned Contract Performance Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p> <p>No interest shall be payable by the Employer to the Contractor against the Security Deposit furnished.</p> <p>Performance Security shall be returned after Certification of completion of work by EIC. However, the contractor will have to apply in writing, for refund of the same.</p>

35	Force Majeure	<p>Neither CONTRACTOR nor OWNER shall be considered in default in the performance of their obligations under CONTRACT, as long as such performance is prevented or delayed for reasons such as, including but not limited to, whether similar or dissimilar, acts of God, earthquake, tidal wave, tsunami, hurricane, storm, typhoon or cyclone (except monsoon), floods, lightening, land slide, fire or explosions, plague or epidemic, strikes of a whole National category of workers and concerted act of workmen or other industrial disturbances (lasting more than 7 consecutive calendar DAYS), lockouts (lasting more than 7 consecutive calendar DAYS), sabotage, blockade, war, riots, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, terrorist acts, insurrection or military or usurped power of confiscation or trade embargoes or destruction or requisition by order of any Government or any Public Authority or for reasons or cause beyond the reasonable control of the affected party provided notice of any such cause is given forthwith and in any event not later than one week (7) DAYS of the happening of the event by the party claiming the benefit of this Clause to the other specifying the matter constituting FORCE MAJEURE explaining to what extent contractual obligations will thereby be prevented or delayed and the further period for which it is estimated that such prevention or delay will continue.</p> <p>CONTRACTOR shall provide justificatory documents countersigned by the local Chamber of Commerce. Notwithstanding the forgoing, FORCE MAJEURE shall not include (a) weather conditions reasonably to be expected for the climate in the geographic area of the SITE including but not limited to the monsoon season, (b) the occurrence of any manpower or material shortages unless such a shortage is itself caused by an event of force majeure, or (c) any delay, default or failure (direct or indirect) in obtaining materials, or in any SUB-CONTRACTOR/VENDOR or worker performing any WORK or any other delay, default or failure (financial or otherwise) attributable to SUB-CONTRACTOR/Vendor/worker, unless such delay, default or failure results from any act, event or condition which would, with respect to such SUBCONTRACTOR/ VENDOR/ worker, constitute an event of force majeure.</p> <p>If the CONTRACTOR suffers delay in the due execution of the contractual obligations due to delays caused by force majeure as defined above, the agreed time of completion of job covered by this CONTRACT or the obligation of the CONTRACTOR shall be extended by a period of time on account of force majeure conditions, provided that on the occurrence of any such contingency, the CONTRACTOR shall within 30 days reports to the OWNER in writing, the cause of delay and likely duration of cause of delay with requisite documentary evidence.</p> <p>Should one or both the parties be prevented from fulfilling the contractual obligations by a state of FORCE MAJEURE lasting continuously for a period of 6 weeks, the two parties shall consult each</p>
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		<p>other regarding the future implementation of the CONTRACT. The mere shortage of labour, materials or utilities shall not constitute FORCE MAJEURE unless caused by circumstances which are themselves FORCE MAJEURE.</p> <p>CONTRACTOR and OWNER shall endeavour to prevent, overcome, or remove the causes of FORCE MAJEURE.</p> <p>No ground for exemption can be invoked if CONTRACTOR has failed to give timely notice by registered letter and subsequently supported it by documentary evidence.</p> <p>Delay or non-performance by a party hereto caused by the occurrence of any event of FORCE MAJEURE shall not:</p> <p style="padding-left: 40px;">(a) Constitute a default or breach of the CONTRACT,</p> <p style="padding-left: 80px;">Or</p> <p style="padding-left: 40px;">(b) Give rise to any claim for damages or additional cost or expense occasioned thereby, if such delay or non-performance is caused by the occurrence of any event of FORCE MAJEURE. FORCE MAJEURE conditions are not payable under any circumstances.</p> <p>Force Majeure is no one's fault, therefore each party should bear its own cost and a provision to terminate the CONTRACT in case of Force Majeure extending beyond six (06) month is provided. Should OWNER wish the CONTRACTOR to continue further, both parties may sit together and mutually agree on the future course failing which Parties will have the right to terminate. Such termination shall not be considered as Termination for Owner's Convenience. However, outstanding invoices, payment for supplies made and payment to the work already performed will be paid by OWNER on such termination and shall be detailed at the time of CONTRACT finalisation. CONTRACTOR shall have the right to take action to mitigate the impact of the prolonged Force Majeure event in mutual consent with Owner.</p> <p>FORCE MAJEURE shall not apply to any obligation of the OWNER to make payments to the CONTRACTOR under the contract.</p>
36	No Breach of Contract	<p>The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.</p>
37	Measures to be taken on Force Majeure	<p>A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen</p>

		<p>(14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor, upon instructions by the Owner, shall either:</p> <ul style="list-style-type: none"> (a) demobilize, in which case the Contractor shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Owner, in reactivating the Services; or (b) continue with the Services to the extent possible, in which case the Contractor shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
38	Suspension	<p>The Contractor shall, on receipt of the order in writing of the Engineer-in-Charge, suspend the progress of the Works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary for any of the following reasons:</p> <ul style="list-style-type: none"> i. On account of any default on part of the Contractor. ii. for proper execution of the Works or part thereof for reasons other than the default on the part of the Contractor. iii. for safety of the Works or part thereof, for reasons other than those attributable to the Contractor. <p>The Contractor shall, during such suspension, properly protect and secure the Works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.</p> <p>The time for completion of the WORKS will be extended for a period equal to the duration of the suspension. The Contractor shall not be eligible for any other compensation whatsoever for such suspension, except as otherwise provided herein under.</p> <p>If such suspension of WORK by OWNER delays or is likely to delay the progress of WORK or the carrying out of WORK under CONTRACT resulting in additional expenses or increased liability to CONTRACTOR, the OWNER shall pay to the CONTRACTOR all reasonable expenses, mutually agreed between OWNER and CONTRACTOR, arising from suspension of the work by an order in writing of the OWNER provided that such suspensions of work is more than a cumulative period of ninety (90) days and provided that such suspension is not due to some fault on the part of the CONTRACTOR or a SUBCONTRACTOR.</p>

39	Termination for Default	<p>The Owner or the Contractor, without prejudice to any other remedy for breach of Contract, by notice of default sent to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of contract. In such an occurrence one party shall give not less than thirty (30) days' written notice of termination to the other party.</p> <p>Fundamental breaches of the Contract shall include but shall not be limited to, the following:</p> <ul style="list-style-type: none"> (a) If the Contractor fails to remedy a failure in the performance of their obligations hereunder, within thirty (30) days of receipt of such notice of suspension or within such further period as the Owner may have subsequently approved in writing. (b) If the Contractor submits to the Owner a statement which has a material effect on the rights, obligations, or interests of the Owner and which the Contractor knows to be false. (c) if the Contractor, in the judgement of the Owner has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. <p>For the purpose of this Sub-Clause:</p> <p>"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Owner and includes collusive practice among Contractors (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition.</p>
40	Termination for Insolvency	<p>The Owner and the Contractor may at any time terminate the Contract by giving notice to the other party if:</p> <ul style="list-style-type: none"> (a) the Owner becomes bankrupt or otherwise insolvent. (b) the Contractor becomes (or, if the Contractor consist of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or (c) in such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.

41	Termination for Convenience	<p>The Owner, by notice sent to the Contractor, may in its sole discretion and for any reason whatsoever, terminates the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Owner's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>In event of termination of Order/Contract, the Employer shall pay to the Supplier/Contractor the Contract Price, properly attributable to the works/supplies executed by the Supplier/Contractor as on the date of termination. However, any sums due to the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Order/Contract.</p>
42	Termination because of Force Majeure	<p>The Owner and the Contractor may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p>
43	Cessation of Services	<p>Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clauses 39 to 42, the Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.</p>
44	Payment upon Termination	<p>Upon termination of this Contract pursuant to GCC Clauses to 39 to 42, the Owner shall make the payments to the Contractor for Services satisfactorily performed prior to the effective date of termination.</p>
45	Disputes about Events of Termination	<p>If either Party disputes whether an event specified in GCC Clause 39, 40 or 41 has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 46, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.</p> <p>In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC Clause 46.</p>
46	Settlement of Disputes	<p>Adjudicator</p> <p>Managing Director (MD) of HURL shall be the Appointing Authority for Adjudicator. Adjudicator under the Contract shall be retired judge of Supreme Court/High Court of India.</p> <p>If any dispute of any kind whatsoever shall arise between the Owner and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the services—whether during the progress of the work or</p>

		<p>after their completion and whether before or after the termination, abandonment or breach of the Contract—the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.</p> <p>The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Owner or the Contractor within fifty-six (56) days of such reference, the decision shall become final and binding upon the Owner and the Contractor. Any decision that has become final and binding shall be implemented by the parties forthwith.</p> <p>Should the Adjudicator resign or die, or should the Owner and the Contractor agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the Contract, another Adjudicator shall be jointly appointed by the Owner and the Contractor. Failing agreement between the two within twenty-eight (28) days, the new Adjudicator shall be appointed at the request of either party by the Appointing Authority. Expenses incurred in the process of adjudication including the fees required to be paid to the adjudicator, if any, shall be shared equally between the Owner and the Contractor.</p> <p>Arbitration</p> <p>If either the Owner or the Contractor is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within twenty-eight (28) days of a dispute being referred to it, then either the Owner or the Contractor may, within fifty-six (56) days of such reference, give notice to the other party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with above clause, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Services.</p> <p>Any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.</p> <p>The Owner and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within twenty-eight (28) days after the latter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority as</p>
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		<p>given below:</p> <ul style="list-style-type: none"> a) President, Institution of Engineers in case of an Indian Contractor. b) President, International Chambers of Commerce, Paris in case of a Foreign Contractor. <p>If one party fails to appoint its arbitrator within forty-two (42) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.</p> <p>If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned under the Clause related to Governing Law and a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>Arbitration proceedings shall be conducted</p> <ul style="list-style-type: none"> (i) in accordance with the following rules of procedure: <ul style="list-style-type: none"> a) In case of a foreign Contractor, the arbitration proceeding shall be conducted in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976. b) In case of an Indian Contractor, adjudication/Arbitration proceedings shall be conducted in accordance with Indian Arbitration and Conciliation Act 1996. In case the Indian Contractor is an Indian Public Sector Enterprise/Government Department (but not a State Govt. Undertaking or Joint Sector Undertaking which is not a subsidiary of Central Govt. Undertaking), the dispute arising between the Owner and the Contractor shall be referred for resolution to a Permanent Arbitration Machinery (PAM) of the Department of Public Enterprises, Government of India. c) In case of a foreign collaborator/associate of the Contractor, the arbitration proceedings shall be conducted in accordance with the United Nation Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976. (ii) in New Delhi, India (Place for Arbitration) (iii) in the language in which this Contract has been executed. <p>The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.</p>
47	Fraud Prevention Policy	<p>The Supplier along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall strictly adhere to the</p>



		<p>Fraud Prevention policy of the Employer displayed on its tender website http://www.hurl.net.in.</p> <p>The Supplier along with their associate / collaborator / subcontractors /sub-vendors / consultants / service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of the Contract (Purchase Order/Service Order).</p> <p>The Supplier shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.</p>
48	Risk purchase	<p>In the event Contractor fails to execute the services in scheduled completion period, HURL reserves the right to get the job executed from any other source at the Contractors risk and cost and the difference in cost shall be borne by the Contractor.</p> <p>Further, HURL shall retain the right of forfeiture of Performance Security and or any other action as deemed fit.</p>
IMPORTANT NOTE		<p>The Special Conditions of Contract will supersede any other related conditions anywhere in the tender documents and will prevail for evaluation / finalization of the tender.</p>

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



SECTION – IV

***SPECIAL CONDITIONS OF CONTRACTS
(SCC)***

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

SCC Clause	Reference Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract or additional clauses
1	Qualifying Requirements / Pre-Qualification Criteria (PQC)	As per clause 6.0 of Section 1 i.e., NIT (Notice Inviting Tender).
2	Price Bid/ BOQ	<p>Schedule of price bid / BOQ in the form of BOQ_XXXX .xls is provided along with this tender document at https://eprocure.gov.in/eprocure/app.</p> <p>Bidders are advised to upload the same in the commercial bid. Bidder shall not tamper/modify download price bid template in any manner. In case if the same is found to be tampered / modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with HURL.</p> <ol style="list-style-type: none"> 1. Bidders are requested to quote rates separately for all Serial Nos./activities of the Schedule of Rates (SOR). 2. The rates quoted should be inclusive of all duties, taxes (except GST), charges and any other levies, charges such as labour cost, levies, overtime, day & night charges, detention charges, charges for hire and use of mechanical equipment viz. excavator, grab, crane, JCB. HURL shall not entertain any claim for extra payments on what so ever account and the would be borne by contractor however the wharfage, port royalty charges & stamp duties if applicable shall be paid on actual basis as per port circular. 3. Kindly note that Godown rent charges shall be paid on actual as and when the same are applied. 4. The actual quantity of dispatches by rail and road may vary from above distribution depending upon the market situation. 5. Incomplete tenders in any respect and/ or with deviation shall be summarily rejected. 6. The bidder shall be responsible for the payment of the taxes to the concerned Government Authority. The Handling agent shall pay all taxes and levies, if any leviable in respect of the operations governed by this contract. 7. No deviation is permitted. In case the Bidder is putting conditions, the bid of such tenderers shall be rejected despite being L-1 as per the above format. <p>The GST shall be paid extra as per the provisions of Clause 6 (i.e., Taxes and Duties) of SCC.</p> <p><u>The quantity mentioned in the BOQ are indicative / estimated only which are given for purpose of evaluation.</u></p> <p><u>HURL reserve the rights to get any of the activity of the BOQ executed from the</u></p>

		<p><u>bidder as per the requirement and same shall be binding in the bidder.</u></p> <p>Note: Quantity mentioned in the BOQ / SOR are non-splitable under the tender. BOQ (Bill of Quantity) and SOR (Schedule of Rates) shall have the same meaning.</p>
3	<u>Bid Evaluation</u>	<p><u>Pre-Qualification Evaluation</u></p> <p>HURL, by the examination of Techno-Commercial Bid, will determine to its satisfaction whether the participating bidders are qualified to satisfactorily perform the contract in terms of Pre- Qualification Criteria stipulated in clause 1 of SCC.</p> <p>An affirmative determination of meeting the Pre- Qualification Criteria will be a prerequisite for further evaluation of Techno-Commercial bid. A negative determination will result in rejection of the Bidder's Techno-Commercial Bid in which event HURL will not open the Price Bid of the concerned bidder and his EMD shall be returned.</p> <p><u>Technical Bid Evaluation</u></p> <p>Bids shall be scrutinized on Techno-Commercial parameters based on the documents as mentioned in Annexure-1 to ITB. Bidders are required to submit fully compliant bid. The bidders are required to furnish no deviation certificate in conformity to same. The bidder who has not submitted / furnished such certificate, their price bid shall not be opened. The PRICE BID shall be opened only of those bidders whose bid would have been considered techno-commercially accepted. Conditional bid will not be accepted.</p> <p><u>Price Bid Evaluation</u></p> <p>Price bid(s) of the bidder(s) shall be evaluated on the basis of SUM-TOTAL of bidder's quote for all the items as quoted by bidder in SOR excluding GST amount.</p> <p>The lowest evaluated price of the technically qualified bidder shall be considered for initiating of Reverse Auction (RA) Process and the Lowest Received Price of the bidder after the completion of Reverse auction shall be considered for award.</p> <p>Reverse Auction (RA) Process shall be conducted on the total quantity of BOQ.</p> <p>The financial comparison for selection of Lowest (L-1) Bidder after reverse auction shall be done based on the total derived price of all the items mentioned in BOQ/SOR. The aggregate amount will be worked out as total derived price of all items of BOQ, shall be considered for evaluation and award.</p> <p>The L1 bidder needs to submit the revised total amount in reverse auction.</p> <p>Note:</p> <p><u>a) The quantity mentioned in the BOQ are indicative / estimated only which are given for purpose of evaluation.</u></p> <p><u>b) L1 position shall be arrived with the estimated quantity.</u></p> <p>The successful bidder needs to submit the revised BoQ in line with price quoted by him in reverse auction. The ratio of percentage decrease in cost of each component shall be same as the overall percentage reduction in the bid value</p>

		<p>originally quoted by successful bidder and final L1 value quoted by successful bidder after reverse auction.</p> <p>The detailed Break-up of offered cost, provided by the successful bidder shall be considered and order, if placed, shall be with the same break-up of prices. The successful bidder after reverse auction will be responsible to ensure that the rate as per the breakup of prices provided by him after the reverse auction and total value offered by him in the reverse auction are in same proportion. The successful bidder will not be allowed to increase the rate of any component while submitting the breakup. While giving the break up, the successful bidder will have to consider same rate of taxes as quoted while submitting the commercial bid. In case the successful bidder(s) fail(s) to submit the final BoQ within 3 days or the break up given by bidder does not match with total offered price, the HURL will be at liberty to place order by proportionately reducing the component rates on basis of the breakup of the e-auction bid submitted by the successful bidder along with the initial offer and the same will be binding on the successful bidder.</p> <p>However, if Reverse Auction does not lead to any bid, HURL shall reserve the right to award the job based on the lowest prices quoted in online commercial bid.</p> <p>The management reserves the right to accept/ reject any or all tenders at the time prior to award of contract without assigning any reasons whatsoever.</p>
4	Award Criteria	<p>The Lowest Received Price of the bidder after the completion of Reverse auction and negotiation shall be considered for award on L1 bidder.</p> <p>However, HURL reserves the right to negotiate price with L1 bidder.</p> <p>Rate Contracts shall be awarded to the successful L1 bidder. The limiting value of the rate contract shall be total value (excluding GST) of L1 bidder arrived at considering the quantities indicated in the BOQ for the purpose of evaluation.</p> <p>The quantity against individual items in the rate contract can vary to any extent within limiting value of the contract.</p> <p>Letter of Award / Purchase Order and Rate Contract shall have the same meaning.</p> <p>Note: Quantity mentioned in the SOR are non-splitable under the tender.</p>
5	Contract Price	<p><u>Rate contracts shall be awarded to the L1 Bidder on the quoted/finalized rates without mentioning the quantity with the capping (limiting value) of L1 bidder amount arrived with estimated quantity.</u></p> <p>The limiting value may vary up to +20% at the discretion of HURL.</p> <p>Contract Price shall be total amount excluding GST.</p>
6	Taxes and Duties	<p>GST shall be paid by the owner at actuals limited at the rate applicable as per GST law on submission of documentary evidence.</p> <p>The contractor shall indemnify the Company against levy of any taxes/charges etc., imposed by the Govt. or any authority which are in existence at the time of submission of tender and also future statutory levies and the Contractor failed to deposit the same. The Company shall have the right to recover the total</p>

		<p>amount of tax so assessed including litigation expenses from contractor's bills / security deposit.</p> <p>GST payment applicable at the time of awarding the contract shall be subject to any change in GST law in future.</p>
7	Payment Terms & Documents required for Payment	<p>The contract broadly covers the activities indicated in the Schedule of Rates (SOR) from Sl. No. 1 to 6 in respect of a vessel. Handling agent shall submit his bill for payment soon after the completion of the activities. Submission of bills will be separately for product wise and vessel wise. The bills shall be processed by HURL as under:</p> <ol style="list-style-type: none"> Usually, HURL will make payment for customs duties directly to the concerned govt authorities. However, wharfage, port royalty and stamp duty, if applicable, and any other govt duties shall be paid by the CFS on behalf of HURL and CFS shall be reimbursed the same on actuals on production of proof of payment/receipts. 90% Payment for activity No. 1 to 6 as defined in SOR = within 15 days of receipt of bill (complete in all respects). The balance 10% amount subject to all recoveries that may have to be carried out, shall be payable to the contractor (on completion and dispatch of the entire material of the vessel) within 30 working days from the date of the submission of bills complete in all respects. 100% Payment for activity No. 7 as defined in SOR = within 15 days of receipt of bill (complete in all respects). The quantity actually dispatched shall be the basis for payment of port handling bills. The quantum and amount of any losses / damages to HURL will be determined by HURL and deductions shall be made accordingly. HURL reserves the right to withhold payment to the extent as may be necessary to protect itself from any claims against itself from any third parties and towards losses on account of failure of the Handling agent to make timely payment for material or for labour payments and may also be withheld for other reasons.
8	Defect Liability Period	Not Applicable under this contract.
9	Effective Date GCC CLAUSE 14 & 15	Effective Date of contract shall be the date of kick off meeting.
10	Commencement of Services GCC CLAUSE 16	<ol style="list-style-type: none"> The Handling agent shall commence the work within fifteen (15) days from effective date of contract and shall proceed with the same with due expedition and without delay. In case the contractor fails to commence/ refuse the work, the Company shall reserve the right to terminate the contract and the Security deposited by the contractor will be forfeited. Formalities pertaining to Security Deposit and Agreement

		<p>and submission of any other documents, shall be completed within the stipulated period. However, pending completion of these formalities the Handling agent should be ready to commence the work.</p> <p>b. HURL reserves the right of placing the contract simultaneously or at any time during the period of the contract with one or more Handling agents as it may think fit.</p> <p>c. The Handling agent should ensure safe execution of the job and observe all the safety regulations of the port authority. For non-compliance of any of safety rules, the Handling agent will be solely responsible for the consequences including losses and damages.</p>
11	<p>Insurance to be taken out by the Contractor</p> <p>GCC CLAUSE 25</p>	<p>Insurance shall be taken by HURL. CFS agent shall be responsible for filing all insurance claims and preparation of documents for claim.</p>
12	<p>Performance Security</p> <p>GCC CLAUSE 34</p>	<p>Within ten (10) days of the Effective Date of the Contract (ref. Cl. No. 9 of SCC), the contractor shall furnish the Contract Performance Guarantee (CPG), for the due performance of the Contract for three percent (3 %) of the Contract Price with an initial validity up to ninety (90) days beyond the completion date for work plus defect liability period (if any), for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer as mentioned below.</p> <p>CPG may be submitted in any of the following forms:</p> <p>a) electronically by RTGS / NEFT in the account of HURL details of which are given in bidding document or</p> <p>b) in the form of Demand Draft in favour of <i>Hindustan Urvarak & Rasayan Limited</i>, Payable at New Delhi. or</p> <p>c) in the form of an irrevocable bank guarantee in accordance with the form of included in the bidding documents (Annexure 9 of Section VI (Forms and Procedures)) from any Nationalized bank / Scheduled Bank recognised by Reserve Bank of India.</p> <p>Failure of the supplier to submit the above-mentioned Performance Security / Performance Bank Guarantee (PBG) shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p> <p>No interest shall be payable by the Employer to the Contractor against the Security Deposit furnished.</p> <p>Performance Security shall be returned after Certification of completion of work and Defect Liability period (if any) by EIC. However, the contractor will have to apply in writing, for refund of the same.</p>
13	Contract	<p>a. The validity of the contract shall be one year from the effective date of</p>

	Period	<p>contract. Effective date of contract will be the date of kick off meeting. Period of contract can be extendable by one year depending on satisfactory performance of the Handling agent on the same quantity, rate, terms and conditions at mutual consent of the both parties. However, HURL will have the right to terminate the contract at any time without assigning any reason by giving seven days' notice.</p> <p>b. The contract value for initial one year period can be enhanced further up to 20% of the initial contract value with the sole discretion of HURL.</p> <p>c. In the event any vessel is under nomination, loading/sailing / under discharge and the material is under dispatch on the last day of the Contract (including in its extended period), the contract would automatically get extended till the completion of entire operation and submission of final report by the Handling agent to the satisfaction of HURL.</p> <p>d. HURL reserves the right to get the job done by third party/port in part or full at the risk and cost of the Handling agent, if in the opinion of HURL, the performance of the Handling agent is not satisfactory.</p> <p>e. Before submitting the tender, the bidders should satisfy themselves of all existing conditions, limitations and official regulations on the site of the work and enroute and the laws governing the contract. No claim whatsoever shall be entertained on the grounds of ignorance of all applicable laws, site conditions and / or conditions prevailing in the surrounding areas.</p> <p>f. IF Contract period is extended, handling agent (CFS) will have to extend validity of security deposit/Bank Guarantee/ Agreement.</p>
14	Signing of Contract Agreement	<p>The successful tenderer / bidder shall be required to execute a contract agreement on non-judicial stamp paper of Rs.500 in the prescribed proforma (enclosed as Annexure-11 to Section VI i.e., Forms and Procedures) with the Company within 30 (thirty) days of the issue of the work order of the same for carrying out the work according to the general and special conditions of contract specified in the Tender Document.</p> <p>Cost of non-judicial stamp paper shall be borne by successful bidder. The contract shall be presumed to be effective from the effective date contract. The Tender Document, Letter of Acceptance and other correspondence between the Company and the tenderers shall form part of the contract.</p> <p>Failure of the successful tenderer / bidder to execute the above-mentioned Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p>
15	NOTICE OF DEFAULT	<p>In the event of any default by either party hereto, in respect of any of its obligations and responsibilities under the Contract, the party not in default shall give notice in writing to the other party calling upon it to rectify such default. Should the party in default does not rectify such default within a period of thirty (30) days of the receipt thereof within the said period, the other party shall be entitled to treat it as a breach of Contract and notice to that effect shall be given forth with.</p>

16		If a tenderer resorts to any frivolous, malicious, or baseless complaints/allegations with an intent to hamper or delay the tendering process or resorts to canvassing / rigging/influencing the tendering process, HURL reserves the right to debar such tenderer from participation in the future tenders up to a period of 2 years.
17		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.
18	Quantity Variation	As per Cl. 20 of Technical Specification

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



SECTION – V

TECHNICAL SPECIFICATIONS

(SCOPE OF WORK AND OTHER TERMS & CONDITIONS)

Scope of Work

An open tender is proposed to be floated to invite bids from Stevedores for appointment as CFS agent of HURL. The Stevedore should also have experience of handling bulk vessels at normal berth with bagging and dispatch of material to various destinations by rail and road.

The broad Scope of Work shall be as under:

1. Port operations, Stevedoring-

- a. Liaison with the vessel agent, Master of the vessel, Surveyors and other agencies, Port authorities' etc. regarding completion of vessel and Port related formalities and keeping HURL informed of all developments. Daily Status report on the berthing programme of the vessels at the port be given to HURL. Filing of Import General Manifest (IGM), if not filed by Owner's agent, to receive and accept Notice of Readiness (NOR), preparing and submission of Statement of Facts (SOF) on behalf of HURL, completion of disport documents and formalities within 7 days of sailing of vessel. Collection and sending of HURL Custom cleared Bill of Entry, copies of Normal weather working days (NWWD), per weather working days (PWWD) and Half Weather Working Days (HWWD) certificates issued by Local Chamber of Commerce / Port authorities.
- b. Custom clearance, discharge from the vessel alongside berth or mid sea (include lighterage & barging, if required). Loading of Bulk material from wharf into truck or dumpers, Handling & local shifting / transportation of Bulk material up to warehouse in clean and leak proof trucks/dumpers and manual / mechanical bagging in 50 Kg bags for P&K Fertilizers. Net weight, machine stitching, stacking / de-stacking for loading into trucks/wagons (with transportation upto rake point) for dispatch. The handling agent is required to load the bulk cargo at wharf/shed/silo into the trucks to dispatch the material outside the port if he undertakes bagging operations outside the port limit. The job includes liaison with port and Custom Department for deposition of payment and other port related activities. Custom payment will be done by HURL. The handling agent is also required to liaison with Railway's authority for timely indenting, placement and loading of rakes.
- c. In addition to above, any other job incidental to above all activities shall be carried out. For operations like clearance, stevedoring and transportation, the Handling agent has to arrange to make all necessary payment to requisite authorities / agencies in time.
- d. If required, the handling agent shall arrange for open wagon loading (BOXN rakes) under the circumstances when the closed wagon rakes are not provided by railways.
- e. Handling agent has to make arrangements for godown for safety of bulk cargo/ bagged cargo

2. Completion of Port / Custom related formalities in advance of the arrival of the vessel-

- a. Normally seven days' notice will be given by HURL for intimation of arrival of the vessel and in exceptional cases 24 hours advance notice may be given. The Handling agent will collect the shipping documents / nomination papers/ fixture note of shipment from HURL. It will be the Handling agent's responsibility to:
 - i. Arrange and complete all port related formalities;
 - ii. Arrange to prepare and execute Custom related formalities (viz. Finalization of Bill of Entry);
 - iii. Make payment of Port dues/wharfage (if any) on behalf of HURL in prescribed time as may be necessary for the commencement of discharge from the vessel immediately on arrival;
 - iv. Ensure clearance of cargo within free time so as to avoid vessel demurrage.
- b. The Handling agent agrees to indemnify and continue to keep indemnify HURL from all consequences arising from incorrect or improper or delayed documentation with Port and Custom Authorities and for any third-party claims.
- c. **Execution of bonds:** - Where the original shipping documents are not available before the arrival of the ship, the Handling agent should get the required indemnity bond prepared in consultation with the vessel agent and HURL. If any other bonds are required to be executed, the Handling agent will promptly do so. The Handling agent shall complete all the necessary formalities and take steps so that delivery of the cargo could be obtained immediately.
- d. **Cancellation of bonds:** The cancellation of such bonds however should be done by the Handling agent within two months from the date of receipt of the original shipping and other documents from HURL. Failing which, he will be held responsible for all consequences, legal or otherwise.

3. Acceptance of 'Notice of Readiness'-

- a. Immediately on arrival of the vessel within the port limits (commercial limit), the vessel owner's agent shall give notice of readiness to HURL or nominated agents during official working hours. The time at discharging port shall begin to count after 24 running hours after the vessel's arrival within the port limits and Notice of readiness tendered and accepted during official working hours i.e. 10.00 Hrs. to 17.00 Hrs from Monday to Friday and 10.00 to 12.00 Hrs on Saturdays (or during any of the periods exempted (for discharge port) even if used reported) and should be in free pratique, whether in berth or not. HURL or its handling agent have the right to work during excepted periods, such time used not to count as lay time.

- b. Time shall not be counted between 12.00 noon on Saturday and 8.00 a.m. on Monday and not between 5.00 p.m. (Noon if Saturday) on the last working day preceding a local and legal holiday and 8.00 a.m. on the first working day thereafter even if used, unless the vessel is already on demurrage. Receivers have the right to work during excepted period such time used not to count as lay time.
- c. **Date and time of arrival / berthing:** The time of NOR tendered and accepted, time of commencement and completion of discharge of each shipment should be intimated to HURL promptly.
- d. The Handling agent will keep all equipment & scales, etc., in good working condition. If any equipment is to be requisitioned from the port authorities for the HURL's work, the Handling agent will notify the Port authorities well in advance so that the work does not suffer in the absence of such port equipment.
- e. Crane, grab hire charges / Portage and removal fee / vehicle license fees / charges for weighing scales / measurement fees /vessel birth Priority charges/ charges for port appliances etc., if any, incurred during bagging and loading of cargo, will be borne by the Handling agent.
- f. Discharge of Cargo and Calculation of Lay time and settlement of demurrage / dispatch: - The handling agent shall ensure that the discharge of cargo takes place efficiently and the discharge rate of not less than 10000 MT per weather working day (PWWD) Sunday holiday including (SHINC) even if used for four or more hatches pro-rata if less should be maintained including pre-berthing delays and lighterage. All Time Used To Count (ATUTC), whether the vessel is in Berth Or not (WIBON). The handling agent will be responsible for maintaining minimum stipulated discharge rate, as specified above. For the vessel berthed under priority group/Government priority, if port authorities pull the vessel due to non-maintaining the agreed discharge rate, then all consequential losses will be on handling agent's account.

4. Vessel discharge and Demurrage-

- a. The Handling agent will be required to render all necessary and incidental services which are expected of a clearing agent and shall ensure that discharge of cargo is completed within the free time and that no demurrage is incurred on the vessel carrying the cargo.
- b. The handling agent shall be responsible for liaison with the Port Authorities for quick berthing of the Vessels at the discharge port. All demurrage, pre or post berthing of vessels at discharge port shall be to handling agent's account. HURL will not entertain any claim of demurrage on account of pre-berthing detention/detention before commencement of

discharge, detention arising out of non-acceptance/delay in acceptance of vessel, delay in discharge or non-compliance of any other condition of the contract. In case Vessel owner invoke the arbitration clause of charter party for lay time dispute at discharge port, all the expenses of arbitration would be borne by the handling agent and the award would be passed on to them.

- c. The handling agent shall furnish the custom cleared Bill of Entry (Home Consumption copy) and all Custom attested Shipping documents to HURL immediately after normal completion of discharge.
- d. The Handling agent shall, after the completion of discharge of the vessel obtain from the Master/Owners of the Ships
 - (1) "Certificate of completion of discharge" implying that the Discharge has been completed and no cargo is left on board.
 - (2) "No Damage Certificate".
- e. In case of any unforeseen happening such as major fire at the port, disrupting normal process of discharge at any port, HURL reserves the right to modify relevant contractual provisions, relating to pre/post berthing demurrage, rate of discharge to be achieved by the handling agent and other connected matters in consultation with the port authorities. The decision of HURL is final in this regard.
- f. If during the discharge of cargo, it is found that use of mechanical equipment viz. pay loaders, excavator etc., inside the ship-hold is necessary for loosening the cargo and for maintaining a satisfactory rate of discharge, it shall be the responsibility of the Handling agent to provide for the same at his cost.
- g. Demurrage, if any, would be to the handling agent's account and will be recovered in full on a vessel-to-vessel basis. However, if the vessel incurs demurrage for any reason, no dispatch shall be paid to the handling agent. All Time Used to Count (ATUTC) once vessel on demurrage except draft survey.
- h. The time under demurrage/dispatch shall be worked out based on the agreed discharge rate as per clause No. 3(e) above and only demurrage rate shall be in accordance with the fixture detail/note. /Charter Party (CP) /DOF Fixation letter. The dispatch money calculated on the basis of agreed discharge rate for early discharge of vessel shall be shared by HURL and the Handling agent at 75:25 ratios. The demurrage, if any, as per the agreed discharge rate shall be recovered from the Handling agent. It will be finalized after mutual concert by both parties.
- i. Benefit of national and port holidays (duly supported by port circular) shall not be applicable.

- j. Rain stoppage as indicated in the statement of facts shall be considered.
- k. If after berthing of vessel due to Handling agent's inefficiency, negligence or any reason of discharge rate of 10000 MTs for imported Fertilizers PWWD SHINC from NOR is not maintained, the Company reserves the right to hold the Handling agent responsible for demurrage, calculated on the basis of output of 10000 MTs PWWD SHINC and recover it in full from Handling agent's bills.
- l. The time allowed to the handling agent shall be as per discharge rate given above without any reference to HURL contract terms with the supplier and accordingly demurrage / dispatch on handling agent's account shall be worked out.
- m. The Handling agent is responsible for ship demurrage from NOR as per chartered party terms and hence pre-berthing and post berthing time is on handling agent's account and handling agent has to manage for early berthing or discharge through barges at his costs. Government may or may not give government priority for fertilizer.
- n. The handling agent shall be solely responsible for any damage or loss to property of the Port or workers or the officers of the port or Dock Labour Board arising out of or as a consequence of negligence on part of the Handling agent's employees. The Handling agent shall fully indemnify and keep HURL harmless at all times against any and all claims of third parties against any such loss or damage caused.
- o. The Handling agent shall ensure that daily stevedoring reports are duly prepared incorporating the details of time used for opening and closing of hatches, rain detentions, time lost due to turning around of vessel or shifting of vessel either due to the instructions by the Port authority or for convenience of the ship owners, or time lost due to malfunctioning of ship's gears or work stoppages due to repairs of ship's gears, power failure at vessel, time lost due to the malfunctioning of port handling equipment, loss of lay time etc., and countersigned by the Master/Chief Officer, Stevedores on a day-to-day basis and submitted to HURL.
- p. The Handling agent shall send to HURL, in the prescribed format by Fax or e-mail, on a daily basis, the berthing program of the vessels expected at port, discharge / bagging, dispatch particulars for HURL vessels.
- q. The Handling agent will arrange to receive the cargo in dry and clean shed/ warehouse and arrange to send to standardization area through leak proof trucks/tippers/ dumpers. If the material is received in lumps/caked form, the Handling agent shall be responsible to make material "free flowing" at no extra cost with mutual understanding of the cost, operations and product quality.

- r. The handling agent will arrange sufficient covered godowns inside/outside port. No extra transportation charges payable by HURL if handling agent fails to arrange covered godowns in port, / outside port.

5. Damaged Cargo on board- If the vessel is found to contain any damaged cargo, it will be the Handling agent's responsibility to immediately put the Master of the vessel on notice on behalf of HURL and intimate HURL accordingly. The Handling agent shall thereafter fully assist Surveyor appointed by HURL in assessing the loss/damage. The Handling agent shall ensure that the discharge and storage of damaged cargo is done separately in port/normal godown/warehouse, to avoid mix up with good cargo.

6. Preparation of Statement of Facts-

- a. After the completion of discharge of a vessel, the Handling agent shall prepare the Statement of Facts (SOF). The SOF shall be duly signed and accepted by the Owners/Agents of the Vessel, Master of the vessel and stevedore's signature. All necessary remarks, entries etc. pertaining to the vessel handling operations should be made so that interests of HURL are duly protected. Failure to do so will be deemed as negligence on the part of the Handling agent and the Handling agent will be held responsible for any loss that HURL may suffer. The SOF along with all necessary documents viz. Stevedoring reports etc. will be submitted to HURL, by the Handling agent immediately on sailing of vessel by email. The original discharge port documents must be sent within 7 days by post after completion of discharge.
- b. The Handling agent shall also compile and prepare a draft lay time sheet, which will be sent to HURL, within seven days after completion of discharge of the vessel.

7. Bagging, Standardization and Dispatch-

- a. Handling agent will arrange and conduct packing of material in 50kg bags for P&K Fertilizer by using scales duly certified by weight and measures department as per instruction and indent placed by HURL. The packing material shall be provided by HURL at the Warehouse of handling agent. The packing containing the company's brand name, logo(s) and other intellectual property whether usable, damaged, excess or otherwise, shall not be used by the Handling agent for any purpose other than for packing of the company's product.
- b. The material is for agriculture use and utmost care is required at the time of handling and packing to prevent the cargo from any adulteration.
- c. The handling agent shall ensure that at least 5500 MT per day bulk cargo (i.e., two rake load and sufficient quantity for road dispatches) is bagged on all days except on the port/national holidays provided sufficient rake indents are listed with Railways.

- d. The bagging operations should be geared in such a way that the removal of entire quantity would be within free time allowed in the contract subject to timely indent from HURL.
- e. Packed bags should be duly machine stitched with good quality double stitching polypropylene thread, denier 1680 D and multifilament yarn needle stitching machine, Weighment machine and stitching machine with yarn are to be arranged by handling agent at their cost. The handling agent shall also provide facility to mechanized bagging.
- f. The filled in and stitched bags shall be test weighed on random basis in the presence of HURL's Surveyors/representatives and if any variation in weight is observed, the Handling agent will have to re-standardize the lot at their cost.

8. Bagging and Penalty for short Weighment- While repacking into bags, handling agent will arrange for accurate filling as per gross weight printed on bag. If there is any short filling found by HURL Officer /Legal Metrology or Weights and Measurement Department personnel, handling agent will be responsible for settlement of case and a penalty amount equivalent to the 1.5 times value of cost of shortages found in the consignment along with the standardization expenses incurred and cost of bags ruptured during the process would be levied and the same would be recovered from the handling agent's bills payable or any other amount lying with HURL. For arriving at value, CIF rate as per invoice + custom duty including IGST as per BE+ any other charges of the concern vessel handled by the Handling agent and the applicable exchange rate shall be based on exchange rate considered by Custom Deptt in bill of entry shall be considered.

- A. If during stevedoring operations any damaged cargo is formed, same shall be immediately collected and kept separately and instructions be sought from HURL regarding its bagging / disposal.
- B. The handling agent shall ensure that no slack or torn bag is delivered either to the road transporters or to the consignees or loaded into Railway wagons. Such slack or torn bags are mended by the handling agent before dispatch.
- C. While handling the bagged cargo, hook should not be used at any point of time. In case, it is found that the hooks are being used for handling of bags at any point of time, suitable penalty, as decided by HURL, would be levied on the handling agent to recover cost.

9. Handling of Empty Bags-

- a. HURL shall dispatch empty bags in bales by road with a prior intimation to the handling agent who shall arrange for their receipt, unloading and storage. Any numerical shortages of bales will be immediately notified to the carriers under intimation to HURL. The Handling agent shall make arrangements for safe covered space for storing at least 15 lakhs bags. Counting, inspection, sample testing and reporting thereof will be undertaken by the nominated inspection agency as prescribed by HURL.

- b. The Handling agent shall account for the bags utilized, for bagging. The permissible limit of five (5) bags per thousand (1000) bags used i.e., 0.5% loss on vessel-to-vessel basis on account of all types of handling losses including cut and torn of empty bags, is allowed while conducting the operations. The handling agent will have to store the ruptured bags separately to facilitate the lifting of ruptured bags by the supplier otherwise he will be required to compensate the supplier on mutually agreed rate as per market feedback for ruptured bags.
- c. HURL will recover from the Handling agent, the value of loss beyond the permissible limit of empty bags at the rate of 150% of the cost of bags to HURL. The handling agent shall provide complete account of used/unused bags on quarterly basis.

10. Filing of the claims-

- a. The Handling agent shall, on behalf of the Company, promptly prepare claims and lodge all claims with Customs including refund of custom duty, Carriers, Vessel agents, Insurance, Port Trust etc. within a fortnight, with a copy to HURL and pursue the same till they are settled. This obligation of the Handling agent shall continue till the claims are settled notwithstanding the expiry of time or termination of the Contract.
- b. In all refund applications / claims filed by the Handling agent on behalf of HURL with Customs, Port Trust, Carriers / Vessel agents etc., the Handling agent shall incorporate the following clause:

“Any refund, other amount payable / repayable arising out of this claim is payable to M/s. Hindustan Urvarak and Rasayan limited. Refund order / cheques should be issued in the name of “M/s Hindustan Urvarak and Rasayan limited ” payable at New Delhi”.

11. Discrepancy in the quantity delivered-

- a. In case of discrepancy in the Bill of Lading quantity and Draft Survey quantity it shall be the responsibility of the Handling agent to bring this fact to the notice of all the concerned i.e. (1) Vessel owner / agent (2) Supplier's/Charterer's agent (3) HURL (4) Customs (5) Port authority etc., and lodge necessary claims and follow them till settlement. This should be strictly followed to avoid any Show Cause Memo from Customs authorities on account of shortage in Manifested quantity.
- b. In case the quantity of cargo exceeds than that of stated in Bill of Lading, all necessary Customs and other formalities required with Custom department should be completed immediately and the cargo is released at the earliest.
- c. The Handling agent shall obtain the required documents, short landing certificates, and all other documents within the time limit prescribed under the applicable laws/rules and regulations and Charter Parties from time to time so as to enable him to substantiate the claims on behalf of HURL and to obtain compensation from the carriers, Port Trust, Customs

and other bodies and agencies and persons. In case of short landing, it is the responsibility of the handling agent to get the endorsement from the "Master of the Vessel or Owner's Agent / Surveyor on the Joint Draft Survey Report and Statement of Facts (SOF).

- d. Dispatches / deliveries whether in bulk or after bagging, shall be effected by the Handling agent strictly as per instructions contained in the serially numbered Delivery Orders / Stock transfer orders issued by HURL. It shall also be the Handling agent's responsibility to obtain unqualified acknowledgements of all deliveries affected through them.
- e. The Handling agent will take care to sweep/clean the shed / godown, wharf, barge etc. ensuring maximum care against contamination and collect all such sweeping relating to each shipment.

12. Port demurrage-

- a. It shall be the Handling agent's responsibility to ensure that all cargo is discharged from a given vessel and is cleared from the wharf/transit shed within the free time allowed by the Port Authorities. If the cargo incurs any demurrage or transit dues or shed rent at penal rates due to non- clearance within the free period allowed by the Port Authorities, the same shall be to the account of the Handling agent.
- b. HURL may at its discretion carry out a physical verification of the cargo stocks and empty bags etc. The Handling agent shall provide all required assistance for this operation and he will be fully responsible for any variation or discrepancy found during such verifications.

13. Handling and Transit loss-

- a. The quantity at the port will be determined on the basis of Bill of Lading except where the Joint Draft Survey Report indicates a difference over the quantity shown in the Bill of Lading then quantity of Joint Draft Survey Report would be considered.
- b. The Handling agent shall take all steps to prevent loss and / or damage to the IMPORTED FERTILIZERS handled by him on behalf of HURL during the period the fertilizers are under his charge or in the custody of the Port Trust. The Handling agent will have to make good to HURL, on demand, any loss or damage to cargo due to the negligence or failure on his part to take proper precaution and / or to fulfill its obligations.
- c. The handling agent shall be vigilant and ensure that the spillage or any losses during stevedoring and handling operations at port is minimal. For P&K Fertilizer handling loss up to a maximum of 0.15% (including sweepings, discolored & damaged material, destination shortage, etc.) during discharge/standardization/ bagging and delivery up to destination shall be allowed to contractor for the quantity accepted as per above norms on vessel-to-vessel basis. The recovery for Handling loss beyond 0.15% for P& K Fertilizer shall be made at the cost i.e :- CIF rate as per invoice + custom duty including IGST as per BE+ any other

charges of the concern vessel handled by the Handling agent and the applicable exchange rate shall be based on exchange rate considered by Custom Deptt in bill of entry.

The quantity of vessel shall be derived as below to assess the handling losses.

- i. B/L quantity, in case the draft survey quantity is up to $\pm 0.25\%$ of B/L quantity)
and
- ii. Draft survey quantity, in case the draft survey quantity is more than $\pm 0.25\%$ of B/L quantity.
- d. The losses allowed should not be taken as an allowance and is subject to proper documentation and verification. HURL shall have the right in its sole discretion to consider the explanation regarding abnormal shortage occurred in any shipment, given by handling agent, on the basis of performance of the Handling agent. The abnormal sweepings will attract recovery from the handling agent. The freight expenses of shortages will not be paid.
- e. The Handling agent will be responsible, while goods are in their custody, (i.e. from the time the material is discharged from the vessel into godown till the same is dispatched), for any deterioration, losses, during various operations including handling, shifting, bagging, loading etc.

14. Transportation-

By Rail-

- a. The handling agent shall place indents in accordance with HURL's dispatch instructions. It shall be the handling agent's responsibility to complete the forwarding notes properly so that the correct rail freight classification and priority is made applicable to the movement. It shall also be the handling agent's responsibility to ascertain from the railways the freight classification and priority applicable from time to time.
- b. The handling agent shall follow up with the concerned Railway authorities for allotment of rakes as per indents placed. In case of any delay / difficulty in allotment, HURL should be kept informed for the same.
- c. All dispatches should be effected on "freight paid" basis.
- d. If for any reason, wagons are to be unloaded at loading point at the request of railways, the handling agent at his cost shall arrange the unloading and subsequent reloading.
- e. After the loading is completed, handling agent shall obtain and scrutinize the eRRs to ensure that they are correctly made and there is no discrepancy of any nature.

- f. The handling agent will arrange to send the eRRs to HURL well before actual arrival of rake at final destination. The handling agent shall arrange to e-mail/courier all the statements giving all particulars as may be prescribed by HURL from time to time.
- g. Railway Wharfage / Demurrage: - The wagons when allotted and placed should be inspected for fitness. The handling agent shall ensure that the wagons are cleaned and no external contamination should occur on the surface of the bags before loading to maximum carrying capacity within the time allowed and without incurring any wharfage / demurrage. Wharfage / demurrage, if incurred will be to the handling agent's account. HURL will place the indent on time and if any idle freight charged by Railways at dispatching station or destination station consequent to wagon not being loaded to full capacity will be recovered from the handling agent.
- h. **Supply of fertilizers in Open Wagon (Box N type Railway Wagons):** Handling agent have to arrange for tarpaulins for covering open wagons, plastic sheets for placing at the bottom of rake to protect bagged fertilizers from dirt and dust and latches for tying open wagon on tarpaulins. The tarpaulins so used shall be as per IS- 7903/1995 (revised upto date), 200 GSM, 10X10 mesh and 1,000 diner. The handling agent shall arrange tarpaulin on behalf of HURL.

Normally covered wagons will be provided by railways for transportation of Imported Fertilizer from ports to various destinations. However, in case open rakes provided by Indian Railways, the CFS will be entitled to get lump sum reimbursement of Rs. 68,000 per rake separately for making arrangement for safe carriage of fertilizers.

By Road-

- a. Handling agent shall load the trucks as and when required for transportation of IMPORTED FERTILIZERS by road as per indents placed by HURL.
- b. Handling agent shall ensure to provide the details of material loaded in the truck.
- c. Handling agent shall send Stock transfer advice; e- way bill and weighment slip for total net weight loaded in the truck.
- d. The material will be delivering on F.O.R basis however handling agent is advised to keep a written receipt for receiving of material from transporter/truck driver.

15. Transit Loss-

- a. The shortages noticed at the Railhead destinations, as certified by HURL, shall be considered as transit loss and considered for recovery as per clause -13 (c). Handling agent will provide adequate dunnage and polythene sheets etc., to cover and protect the material during transit by Rail or Road etc., to avoid any loss and minimize the losses due to rain

water, flood etc in the event of inclement weather. The handling agent should also send their representative at the Railhead destinations to ascertain the transit shortages.

- b. On ascertaining the shortages attributable to the handling agent, freight paid on such quantity shall also be deducted at actual from handling agent's bills.
- c. All the Books, Records and Registers of the handling agent pertaining to the work entrusted to them shall be open for inspection of the authorized representatives of HURL.

16. Performance- The performance of Handling agent will be judged on the basis of: -

- a. Quality and speed in operations and timely submission of reports.
- b. Quickly dispatch of material by rail/road.
- c. Accountability and accuracy of stock as per reports.
- d. Good housekeeping of Warehouse and ensuring good quality of material at Warehouse.
- e. Co-operation and relationship with Port authorities, customs and railways for smooth clearance of consignments

No minimum quantity of **IMPORTED FERTILIZERS**, to be handled, is guaranteed under this contract. If the services of the Handling agent are not availed for any reason, the same shall not be the basis for any claim whatsoever.

17. Warehousing-

- a. The Handling agent will keep company product in warehouse and shall have documentation which is necessary to store Imported Fertilizers in warehouse as per prevailing law.
- b. The Handling agent shall arrange for covered pucca-godown within the port or outside port premises as required to store bulk and bagged cargo till the material is dispatched. Godown charges/rent till free period shall be borne by the Handling agent. The storage should be proper and ensure protection of cargo from rain, flood etc. Dunnage, tarpaulins, polythene sheets etc., should be spread by the Handling agent on the floor of the godown to make it damp proof. Storage of packed cargo should be on scientific lines in properly countable stacks.
- c. Handling agent should also provide adequate tarpaulin to cover the material during the transit, storage etc., to avoid any loss due to rain water, flood etc. The Handling agent shall take proper care of bulk / bagged material and packing materials and provide tarpaulins at all operational points to avoid damage/loss to the material.

- d. The Handling agent shall not have any right or lien on the cargo, packing materials and other properties entrusted to them by HURL during handling operations.
- e. All necessary and reasonable arrangements shall be made by the Handling agent to ensure safety and security of cargo at all times till the goods are dispatched from the port.
- f. The Handling agent shall provide the assistance whenever HURL appointed surveyor carries out survey and / or cargo supervision work.
- g. Handling agent shall provide 30 days' free storage period from the next day after completion of discharge. Handling agent should maximize dispatches after packing so that material is dispatched within the free storage period for which HURL will ensure that sufficient indents are placed at all times for smooth dispatches.
- h. The warehouse rent shall be paid on the stock on the 1st day of every fortnight.
- i. The warehouse shall be fit for the storage. Products will be provided with required dunnage upto appropriate thickness of stack, so that stock is safe against wet ground. And there is no absorption of moisture by product. The height of packed material stack will be up to 20 bags only.
- j. Under no circumstances shall material be moved out of Warehouse without any valid document in writing like Indent/STA (stock transfer advice)/Delivery instructions (DI) issued by authorized representatives of company. The Delivery Challans shall accompany with e-waybills.
- k. The Handling agent shall ensure that maximum product loss shall not exceed as detailed at clause no. 13(c). Any product loss due to reasons outside handling agent's control will be immediately informed to company and further actions will be taken as per company advice.
- l. Handling agent will arrange for proper lighting in warehouse. It will be Handling agent's responsibility to man security of the stock.

18. Co-ordination-

- a. Handling agent will keep close liaison with Ship Owners/Agents or Principals, Customs, Port Authorities, etc, for receipt and clearance of stock from Port without any obstacles.
- b. The Handling agent will arrange for well trained and sufficient manpower for supervision and execution of operations as per requirement and as per advice of company personnel.
- c. The Handling agent will, in their execution of services under the contract, adhere to procedures and routines advised by HURL and instructions thereon, as amended time to time.

- d. The Handling agent will be conversant of commercial rules/regulations to protect interests of HURL. They will keep HURL personnel informed in writing on charges or in operations which can result commercial loss or increase in expenses to HURL.
- e. Handling agent will not make any payment on behalf of company without having written permission from HURL for the same.
- f. Representatives of HURL shall be entitled to visit the Handling agent's premises where the services are being performed during working hours with or without providing any advance notice to handling agent.

19. Reporting- The Handling agent shall send report on operations whenever a transaction occurs through email to authorized personnel of HURL. In addition to above, handling agent will also send operations report once in week in excel/PDF format for necessary storage/filing of documents. In case of any differences, the stored/filed documents will be considered final. The reports will be sent in format as per **Annexure-17 of Section-VI** (Forms and Procedures)

20. Volume of Work- Total Tentative quantity likely to be handled at Kandla port is 1,00,000/- MT during the period of contract.

Port	Quantity (MT) for one year
Kandla	1,00, 000/-

- a. The quantities are indicative only which are given for the purpose of calculation.
- b. Rate contract shall be awarded to the Bidders on the quoted/finalized rates without mentioning the quantity with a capping of the amount arrived with estimated quantity.
- c. The quantity against individual items in the rate contract can vary to any extent within the limiting value of the contract and quantities can be dispatched by rail or road to any state.
- d. The limiting value of rate contract shall be the total value arrived at considering the quantities indicated in the BOQ for the purpose of calculation.
- e. Any activity of the BOQ can be executed up to the limiting value and the quantity may vary up to any extent.
- f. HURL reserves the rights to get any of the activity of the BOQ executed from the bidder as per the requirement and the same shall be binding on the bidder.
- g. The limiting value may vary within the variation limit of +20% at the sole discretion of the HURL.

HINDUSTAN URVARAK & RASAYAN LIMITED

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



SECTION – VI

FORMS AND PROCEDURES (NIT)

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TECHNO-COMMERCIAL PROPOSAL BID FORM
(To be Submitted on the Letter Head of Bidder)

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

Date:

Bidder's Name & Address:

Person to be contacted:

Designation :

Tel. No(s). :

Mobile No. :

Fax No(s). :

E-mail address :

To,

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

Dear Sirs,

- 1.0 Having examined the Bidding Documents bearing No. HURL/HQ/CS475 dated 29.08.2024 including its subsequent amendments and clarifications, if any, issued by Owner, the receipt of which is hereby acknowledged, we the undersigned, offer to complete the work under the above-named Package in full conformity with the said Bidding Documents and hereby furnish our Techno-Commercial Proposal.
- 2.0 We have understood the instructions and the terms & conditions mentioned in the Bidding Documents furnished by you and have thoroughly examined the specifications laid down by you in the Bidding Documents and are fully aware of the nature of consultancy services required.

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

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

Sr. No	Description
1	Power of Attorney as per requirement mentioned in NIT.
2	Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD) as per format enclosed at Annexure-14 of Section VI (Forms & Procedures) of the Bidding document/ MSE Certificate for exemption

3	Signed, Stamped and Scanned copy of Certificates like Registration certificate, GST No, PAN No. etc.
4	Signed, Stamped and Scanned copy of Format for Electronic Payment as per format enclosed at Annexure-2 of Section VI (Forms & Procedures) of the Bidding document and a copy of cancelled cheque.
5	Signed, Stamped and Scanned copy of Letter from the bank for readiness for issue of Bank Guarantee towards security deposit.
6	Signed, Stamped and Scanned copy of Tender Acceptance Letter & Letter of authorization to submit bid as per format enclosed at Annexure-3 of Section VI (Forms & Procedures) of the Bidding document.
7	Documents as required in accordance with Qualifying Requirements / Pre-Qualification Criteria (PQC)/ Eligibility Criteria i.e., <u>Clause 6</u> of NIT
8	Signed, Stamped and Scanned copy of No deviation Certificate as per format enclosed at Annexure-4 of Section VI (Forms & Procedures) of the Bidding document.
9	Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director or Legally Authorised Signatory, as per format enclosed at Annexure-5 of Section VI (Forms & Procedures) of the Bidding document, certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof. However, if at any point of time the declarations given in bid are found to be incorrect, HURL shall have the full right to terminate the contract and take any action as per provisions of contract including forfeiture of EMD/Security Deposit.
10	Acceptance of Fraud Prevention Policy of HURL for which the bidder has to submit Signed, Stamped and Scanned copy of Form of Acceptance of Fraud Prevention Policy of HURL as per the format enclosed at Annexure-6 of Section VI (Forms & Procedures) of the Bidding document.
11	Signed, Stamped and Scanned copy of Certificate related to “Restrictions on procurement from a Bidder of a country which shares a land border with India” as per format enclosed at Annexure-7 of Section VI (Forms & Procedures) of Bidding document
12	Signed, Stamped and Scanned copy of Declaration/ Undertaking for safe and proper storage of Cargo as per format enclosed at Annexure-16 of Section VI (Forms & Procedures) of Bidding document

3.0 COMPLIANCE TO THE PROVISIONS OF THE BIDDING DOCUMENTS

3.1 We have read all the provisions of the Bidding Documents and confirm that notwithstanding anything stated elsewhere in our bid to the contrary, the provisions of the Bidding Documents, are acceptable to us and we further confirm

that we have not taken any deviation to the provisions of the Bidding Documents anywhere in our bid.

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

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

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

Dated this. ____ day of ____.

Yours faithfully,

Thanking you,

(authorised signatory Name).

Date:

(Designation)

Place:

Company Seal

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

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

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

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

Authorized signatory of the bidder

Name:

Designation:

Date:

Note: Copy of cancelled cheque to be enclosed.

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

Date:

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Work:

Dear Sir,

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

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

DECLARATION FOR “NO DEVIATION”

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

1. With reference to our Bid Proposal No. dated
For.....(Name of Package to be mentioned), we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendments(s) / Clarification(s) / Addenda / Errata (if any) issued by the Owner prior to opening of Techno – Commercial Bids and the same has been taken into consideration while making our Techno – Commercial Bid & Financial Bid and we declare that we have not taken any deviation / exceptions in this regard.
2. We further confirm that any deviation variation or additional conditions etc. or any mention, contrary to the Bidding Documents and its Amendments(s) / Clarification(s) / Addenda / Errata (if any) as mentioned at 1.0 above found anywhere in our Techno – Commercial Bid and / or Financial Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing which the Bid Security shall be forfeited.

Yours faithfully,
(Signature)

Date: Name & Designation

Place: Name of the Company

(Seal of Company)

PROFORMA OF CERTIFICATE

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

Bid Proposal Ref. No. -

Date:

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

Sub:

Tender Ref. No. -

Dear Sir,

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

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

Yours faithfully,
(Signature)

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

(FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY OF HURL)

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

Bid Proposal Ref. No. -

Date:

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

Sub: Form of Acceptance of Fraud Prevention Policy of HURL

Tender Ref. No. -

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

Date : (Signature of Authorized Signatory)

Place : (Printed Name)

(Designation).....

(Company Seal)

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

Bid Proposal Ref No. -

Bidder's Name and Address:

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

Sub: Model Clause Certificate as per Annexure-III (Tenders) of Restrictions under rule 144 (xi) of the General financial Rules (GFRs) 2017, dated: 23.07.2020.

Sir,

I..... (authorized signatory for
M/s..... have read the clause regarding restrictions on procurement
from a bidder of a country which shares a land border with India. We certify that this bidder
M/s... **[Vendor Name & address]** is not from such a country

Or,

if from such a country **[Tick appropriate option & cut the other one]**, has been registered
with the competent authority. We hereby certify that we fulfil all requirements in this regard
and is eligible to be considered **[attach evidence of valid registration certificate with
competent authority]**.

Yours faithfully,
(Signature)

Date
Place

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

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

Bid Security Form

Bank Guarantee

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

Bank Guarantee No...

Date...

To:

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

Dear Sirs,

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

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

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

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

Notwithstanding anything contained herein:

1. Our liability under this bank guarantee shall not exceed [Bid security amount]
2. This bank guarantee shall be valid up to [expiry date]
3. We are liable to pay the guaranteed amount or any part under this bank guarantee only and only if you serve upon us a written claim or demand on or before [claim expiry date of guarantee]”.

In witness where of the Bank, through its authorised officer, has set its hand and stamp

on this.....day of.....at.....

(Signature)

(Name)

(Designation with Bank Stamp)

Authorized Vide Power of Attorney No...

Date...

NOTE:

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

Bank: SBI

Current account no 38166287368,

IFSC Code- SBIN0004803.

Performance Security Form

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

Bank Guarantee No.....

Date.....

To,

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

Dear Sirs,

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

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

The Owner shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Bidder. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of

any right which they might have against the Bidder, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Bidder or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

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

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to(*)..... and it shall remain in force 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[Bidder's Name]..... on whose behalf this guarantee has been given.

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

WITNESS:

.....
(Signature)

(Signature).....

.....
(Name)

(Name).....

.....
(Official Address)

.....
(Designation with Bank Stamp)

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

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

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

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

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

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

BANK GUARANTEE VERIFICATION CHECKLIST

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

CHECK LIST

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

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

Date : Signature.....

Place :

Printed Name of Authorized Person having Power of Attorney.....
 (Designation)
 (Common Seal)

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

FORMAT OF CONTRACT AGREEMENT

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

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

BETWEEN

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

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

NOW IT IS HEREBY AGREED as follows:

ARTICLE 1. CONTRACT DOCUMENTS

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

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

1.2 Order of Precedence

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

1.3 Definitions

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

ARTICLE 2. CONTRACT PRICE AND PAYMENT TERMS

2.1 Contract Price

The Owner hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of: *[amount of foreign currency in words]*,
.

[amount in figures], and [amount of local currency in words], [amount in figures], or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.2 Payment Terms

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

ARTICLE 3. EFFECTIVE DATE FOR DETERMINING TIME FOR COMPLETION

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

ARTICLE 4. NON-ASSIGNABILITY

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

ARTICLE 5. GOVERNMENT OF INDIA NOT LIABLE

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

ARTICLE 6. Appendices

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

Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

ARTICLE 7. NO LIABILITY ON DIRECTOR AND EMPLOYEE

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

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

ARTICLE 8. WAIVER

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

ARTICLE 9. LANGUAGE OF CONTRACT AND COMMUNICATION

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

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

Signed by for and on behalf of the Owner

[Signature]

[Title]

in the presence of

Signed by for and on behalf of the Bidder

[Signature]

[Title]

in the presence of _____

CONTRACT AGREEMENT

dated the _____ day of _____, 20 _____

BETWEEN

["the Owner"]

and

["the Bidder"]

.

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

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

Bid Proposal Ref. No. -

Date:

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

Dear Sir / Madam;

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

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

Accordingly, the company is not able to submit the certificate from a practicing Chartered Accountant certifying its financial parameters for the last financial year and the audited results of the three consecutive financial years preceding the last financial year have been considered for meeting the financial parameters in the bid submitted by M/s.-----
(Name of the Bidder) for the -----(Name of the package) under **NIT Reference No.** ----- dated-----.

Yours faithfully

Signature-----

Name & Designation-----

Name of the Company-----

Seal of the Company

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

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

Ref.: -----

Date: -----

To

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

Dear Sir / Madam;

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

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

Yours faithfully

UDIN:

Signature-----
Name & Designation-----
Name of the CA-----
(Seal of the CA)

PROOF OF PAYMENT OF EMD

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

Bid Proposal Ref. No. -

Date:

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

Sub: PROOF OF PAYMENT OF EMD

Dear Sir / Madam,

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

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

Note: Signed stamped copy of Transaction receipt to be annexed with this document.

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

ANNEXURE 15**WORK EXECUTION CERTIFICATE**

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

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

Sr. No.	Name of Client (Name and Address)	LOA / Work Order/ Purchase Order no. and date	Award Value of LOA / Work Order / Purchase Order (Rs.)	Nature of Work / Service	Value of work executed (INR)	Period of execution	Financial Year wise Breakup of executed work	
							FY	Amount (INR)
1					Rs. _____	From....(date) to(date)....		
2					Rs. _____	From....(date) to(date)....		

Yours faithfully,

Signature-----

Name & Designation-----

Name of the CA/Statutory Auditors/Client-----

Seal of the CA/Statutory Auditors/Client-----

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

DECLARATION/UNDERTAKING FOR SAFE AND PROPER STORAGE OF CARGO

To
M/s Hindustan Urvarak & Rasayan Limited
Core-4, 9th Floor, Scope Minar
Laxmi Nagar, New Delhi

Subject: Tender for Appointment of CFS Agent for Handling Work of Imported Bulk Fertilizers at Kandla Port.

Dear Sir,

With reference to your Tender/ NIT No..... dated..... for the subject work, we hereby confirm and declare as under:

That the imported Fertilizers bulk / bagged material required to be stored in a Warehouse under the subject contract shall be stored properly to ensure protection of cargo and avoid any loss or damage, only in proper warehouse as per standard specifications either owned or hired by the Tenderer.

That on Storage of Fertilizers in Warehouse, the Tenderer shall immediately share with HURL the details of Warehouse regarding its location and address etc., as may be required by HURL.

That Tenderer shall comply with all the applicable Statutory Laws/Rules as are in force and shall hold all necessary licenses, if any, from the respective competent authorities for running Warehouse/ Warehouse facility for storage of the imported Bulk fertilizers.

Yours faithfully,

Signature-----
Name & Designation-----
Name of the Company-----
(Seal of the Company)

ANNEXURE 17**FORMAT FOR REPORTING**

The Handling agent shall send reports on operations whenever a transaction occurs through email to authorized personnel of HURL. In addition to above, handling agent will also send operations report once in week in PDF format for necessary storage/filing of documents. In case of any differences, the stored/filed documents will be considered final.

a. The reports will be sent in format as below: -

i. Port Operation Report

Stock receipt at warehouse	Discharge completion	Custom clearance	Free days given	Consignment recd. Date	Original Document Received	ETA	Date	BL NO.	Quantity(MT)	Product	S No

The above report will be for providing details of operations under process at Port.

ii. Dispatch Report

e-way/bill Number	Truck No.	STA number	Date of Dispatch	Qty. Dispatch (MT)	Date of Indent	Qty. of Indent (MT)	Pack	Product	Location	Party Name	Date

iii. Stock reconciliation Report and shortage (P& K Fertilizer)

Date	Product	Packing	Qty. Stock (MT)	Receipt (MT)	Issues (MT)	Closing stock (MT)	Shortage (MT)

iv. Packing Material Reconciliation

Date	Product	Packing	Op. Stock (Nos.)	Receipt (Nos)	Issues (Nos.)	Cl stock(Nos.)

v. Monthly Operations Report

Date	Op. Stock (MT)	Receipt (MT)	Issues (MT)	Cl stock (MT)

In this report, opening stock, receipt, issues and closing stock will be arrived at by adding all products available in warehouse. This single report will consider transaction from 1st of the month to last date of month.