

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	27-01-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	27-01-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Chemicals And Fertilizers
विभाग का नाम/Department Name	Department Of Fertilizers
संगठन का नाम/Organisation Name	Joint Venture Of Cil, Ntpc, Iocl, Fcil & Hfcl
कार्यालय का नाम/Office Name	Hindustan Urvarak And Rasayan Ltd
वस्तु श्रेणी /Item Category	Repair and Overhauling Service - Hiring of Services for Shutdown Jobs at HURL Gorakhpur; As per ATC; No; Buyer Premises
अनुबंध अवधि /Contract Period	1 Month(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	24 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	7 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	4
ऑटो एक्स्टेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	7921244
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	158500

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00

ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).

4

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

#### **लाभार्थी /Beneficiary :**

New Delhi

Account Name-Hindustan Urvarak & Rasayan Limited Bank Name/Branch – State Bank of India / Overseas Branch  
Delhi IFS CODE: SBIN0004803, Account No: 36245010741  
(Hindustan Urvarak Rasayan Limited)

बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

#### **एमआईआई अनुपालन/MII Compliance**

एमआईआई अनुपालन/MII Compliance

Yes

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
  1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
  2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
  3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.
5. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
  - i. If number of technically qualified bidders are only 2 or 3.
  - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.

- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

**एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :**

Hiring of Services for Shutdown Jobs at HURL, Gorakhpur - [1767697500.xlsx](#)

**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**

**Product Details:**[1767697632.pdf](#)

**Scope of Work:**[1767697637.pdf](#)

**Terms and Conditions pertaining to the Bid/Contract:**[1767697682.pdf](#)

**Repair And Overhauling Service - Hiring Of Services For Shutdown Jobs At HURL Gorakhpur; As Per ATC; No; Buyer Premises ( 1 )**

**तकनीकी विशेषियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Product Category	Hiring of Services for Shutdown Jobs at HURL Gorakhpur
Product Brand	As per ATC
Spares Required	No
Place of Repair/Maintenance	Buyer Premises
<b>एडऑन /Addon(s)</b>	
<b>अतिरिक्त विवरण /Additional Details</b>	
Product Details	Shutdown Jobs

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details**

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

**अतिरिक्त विशेषि दस्तावेज /Additional Specification Documents**

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Products to be Repaired	अतिरिक्त आवश्यकता /Additional Requirement
1	Ankur Pandey	273007,HURL-Gorakhpur, Administration Building, Fertilizer Corporation, Fertilizer Township	1	N/A

क्रेता द्वारा जोड़ी गई बिट की विशेष शर्तें/**Buyer Added Bid Specific Terms and Conditions**

1. **Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. Bidder shall quote for the total price in the price bid and break up of price as per the Scope of Work shall be submitted along with the Price Bid.

3. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

**अस्वीकरण/Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)

9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and
- All operative provisions of the erstwhile Labour Laws until their complete substitution.

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस नियिदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms

of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**

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



***Notice Inviting Tender (NIT)***

**Name of Package**

Hiring of Services for Shutdown Jobs at HURL, Gorakhpur

**NIT NO: H/G/C&M/25-26/25C070/TE-247 Dated: 10.01.2026**

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

**2.0 Brief Details**

Published Date	Refer Government eMarketplace (GeM)
Bid Document Download / Sale Start Date	Refer Government eMarketplace (GeM)
Bid submission Start Date	Refer Government eMarketplace (GeM)
Last Date and Time for Bid submission	Refer Government eMarketplace (GeM)
Technical Bid Opening Date & Time	Refer Government eMarketplace (GeM)
Pre-Bid Conference Date & Time (if any)	Refer Government eMarketplace (GeM)
Last Query Date	Refer Government eMarketplace (GeM)
Reverse Auction	Refer Government eMarketplace (GeM)
Earnest Money Deposit (EMD) in INR	₹ 1,58,500.00

**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.

Contracts & Materials Department,  
Hindustan Urvarak & Rasayan Limited  
Admin Building, HURL Campus  
HURL Fertilizer Plant  
Gorakhpur, UP-273007

**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 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-procurement portal.

Bidder who has downloaded the tender from the e-procurement portal, shall not tamper/modify the tender document/form 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 e-procurement portal 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)

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

Sl. No.	Conditions	Documents required (To be submitted along with Technical Bid)
1	<p><b>Technical Criteria</b></p> <p>The bidder should have successfully completed or substantially completed <b>Similar Work*</b> with performance and completion certificate, during the last seven years ending last day of previous month in which NIT has been issued.</p> <p>The tenderer should have completed three similar works each costing not less than <b>₹ 31.68 Lakh.</b> (or)</p> <p>The tenderer should have completed two similar works each costing not less than <b>₹ 39.60 Lakh.</b> (or)</p> <p>The tenderer should have completed one similar work costing not less than <b>₹ 63.37 Lakh.</b></p> <p><b>Note:</b> Values indicated above are exclusive of GST.</p> <p><b>Definition of Similar works:</b> -</p> <p>“Party should have executed Hot and cold Mechanical Jobs in Fertilizers / Oil &amp; Gas / Petrochemical / Chemical industry”</p> <p><b>Note-</b> <b>Substantial completion</b> shall be based on <b>80% (eighty percent) (value wise)</b> or more works completed under the contract (Substantial completion should</p>	<p><b>1.</b> Copy of Work Order/ PO/ rate contract/ agreement with following details:</p> <ol style="list-style-type: none"> <li>Work order/ PO/ rate contract/ agreement with number, date and value.</li> <li>Name of the client,</li> <li>Period of contract</li> <li>Scope of work mentioning Similar work.</li> </ol> <p><b>2.</b> Execution certificate issued by client highlighting below-</p> <ol style="list-style-type: none"> <li>Reference work order/ PO/ rate contract/ agreement with number, date and value.</li> <li>Name of the client,</li> <li>Period of Contract</li> <li>Executed value under the work order/ PO/ Rate contract/ agreement.</li> </ol> <p><b>OR</b></p> <p>CRAC issued by client/ employer through GeM.</p> <p><b>Note:</b> The word “executed” means the bidder should have achieved the criterion specified in the Qualifying Requirements, even if the total contract is not completed/ closed. In case Order/contract(s) is under execution as on the date of technical bid opening, the value of work executed till such date will be considered provided the same is certified by the Chartered Accountants/ client/ Owner.</p>

	<p>not be defined in terms of percentage completion, rather it should be based on functional consideration).</p> <p><b><u>Note:</u></b></p> <p><b>1. Bidders are strictly advised not to submit any irrelevant data or information which is not as per our requirement / tender document. Submission of irrelevant data will lead to disqualification of the bidder from tender.</b></p>	
<b>2</b>	<b>Financial Criteria</b>	
	<p>The average annual turnover of the bidder during last three financial years ending on 31<sup>st</sup> March 2025 shall not be less than <b>₹ 23.77 Lakh.</b></p>	<p>Audited annual statement of Profit-Loss statement &amp; Balance sheet certified by CA with UDIN number for the three preceding financial years.</p> <p class="list-item-l1">I. In case above is not available, then certificate from practicing Chartered Accountants /statutory auditors with Membership No. of signatory &amp; Firm along with UDIN certifying the annual turnover for the last financial year along with audited annual statement of Profit-Loss statement &amp; Balance sheet certified by CA with UDIN number for two consecutive financial years preceding the last financial year along with relevant Annexures of NIT.</p> <p class="list-item-l1">II. In case above are not available, then audited Balance Sheet and Profit &amp; Loss Account for the three consecutive financial years preceding the last financial year along with relevant Annexures of NIT.</p> <p class="list-item-l1">III. In case above are not applicable, then certificate from practicing Chartered Accountants /statutory auditors with Membership No. of signatory &amp; Firm along with UDIN certifying the annual turnover for the three preceding financial years.</p> <p class="list-item-l1">IV. In case above are not applicable, then certificate from practicing Chartered Accountants /statutory auditors with Membership No. of signatory &amp; Firm along with UDIN certifying the annual</p>

		turnover for the three consecutive financial years preceding the last financial year along with relevant Annexures of NIT.
<b>3</b>	<b>Commercial Criteria</b>	
<b>3(a)</b>	Bidder should be either Partnership firm/ Sole Proprietor / Limited company.	<ul style="list-style-type: none"> <li>i) For Proprietorship firm - Name of the proprietor to be mentioned. Affidavit of proprietorship in original duly notarized (Latest)</li> <li>ii) For partnership firms – Affidavit in originals duly notarized, confirming the current status of the firm along with names of the partners or Copy of partnership deed duly notarized (latest) to be submitted</li> <li>iii) For limited companies, notarized copy of Memorandum and Articles of Association (this only need to be submitted physically-not to be uploaded) and list of directors.</li> </ul>
<b>3(b)</b>	<ul style="list-style-type: none"> <li>I. Bidder Must not be blacklisted or on the Holiday list by any government department/ public sector undertaking/ co-operative Unit.</li> <li>II. Bidder Must not be delisted / on Negative List by any government department/ public sector undertaking/ co-operative Unit in the last two years, as on date of participating in the tender.</li> <li>III. Bidder must not be blacklisted or on the Holiday list of HURL.</li> </ul>	Self-certification(s) should be submitted on Party's letterhead for the same.
<b>3(c)</b>	Forms related to bid in Section – V of Tender Documents	Submission of Annexures is mandatory.

**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-procurement portal. The date of Price-Bid opening will be intimated later on the e-procurement 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.

**11.0** The Power of Attorney of such person needs to be furnished along with bid.

**Address for Communication:**

<b><u>Level – 1</u></b>	<b><u>Level – 2</u></b>
<b>Bhaswati Hazarika</b> Sr. Officer (C&M) (Contracts & Materials)  <b>Address:</b> Hindustan Urvarak & Rasayan Limited Admin Building, HURL Campus HURL Fertilizer Plant Gorakhpur, UP-273007  <b>Email ID:</b> bhaswati@hurl.net.in  <b>Phone:</b> +91 551-2263025	<b>Durgesh Singh</b> Sr. Manager (Contracts & Materials)  <b>Address:</b> Hindustan Urvarak & Rasayan Limited Admin Building, HURL Campus HURL Fertilizer Plant Gorakhpur, UP-273007  <b>Email ID:</b> durgeshkrsingh@hurl.net.in  <b>Phone:</b> +91 551-2263021

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



**Section - I**

***Instructions to Bidders (ITB)***

## **1) Introduction**

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.

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.

## **2) General Information**

The prospective Bidders are invited to submit “Technical Bid” and “Price Bid” for the tender. Applicability of Reverse Auction may be seen on the e-procurement portal/ NIT.

## **3) Content of Bidding Documents**

The items and/or services required, bidding procedures, order/contract terms and technical requirements are prescribed in the Bidding Documents.

The bidding documents include the following sections:

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.

## **4) Benefits to MSE's**

Micro and Small Enterprises (MSEs) shall be exempted from paying Earnest Money Deposit.

Further, in case of tenders where splitting of quantity is possible, participating MSEs quoting price within price band of L1 + 15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply minimum 25 percent of total tendered quantity. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity).

The benefit as above to MSEs shall be available only for Goods/Services produced & provided by MSEs.

MSEs seeking exemption and benefits should enclose/upload in e-procurement 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.

The benefit of MSE will be in accordance to the guidelines issued by Ministry of Micro, Small & Medium Enterprises.

## **5) Cost of Bidding**

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.

## 6) Clarification on Bidding Documents

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.

EMPLOYER will post the Clarifications under Clarification tab at e-procurement portal website. Bidders can view these clarifications.

Bidders are advised to regularly check under Clarification tab regarding posting of clarification, if any.

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-procurement portal.

## 7) Corrigendum/ Amendment to Bidding Documents

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.

The corrigendum's/amendment's will be posted in the tender on the e-procurement 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 considered by the Bidder in its bid. Bidders are advised to regularly check the tender regarding posting of Amendments, if any.

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.

## 8) 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) Bid Proposal

Bid shall be complete in all respects and shall be submitted with requisite information and Attachments. It shall be free from any ambiguity.

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.

## 10) Documents Comprising the Bid

The Bid shall comprise of following components:

1. Technical Bid: The following documents are to be furnished by the Bidder as part of the Technical Bid: Techno Commercial Proposal Bid Form, Power of Attorney as per requirement mentioned in NIT, Proof for payment of Earnest Money Deposit (EMD)/ MSE Certificate for

exemption.Certificates like Registration certificate, GST No, PAN No. etc.Format for Electronic PaymentTender Acceptance Letter & Letter of authorization to submit bid.Documents as required in accordance with Eligibility CriteriaNo deviation Certificate.Certificate from CEO or Managing Director or Legally Authorized Signatory, in the format as enclosed with the Bidding Document certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof. However, if at any point of time the declarations given in bid are found to be incorrect, HURL shall have the full right to terminate the contract and take any action as per provisions of contract including forfeiture of EMD/Security Deposit.Acceptance of Fraud Prevention Policy of HURL,Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India”.Documents in compliance to Scope of Work and Technical SpecificationsAny other document asked for in the Bidding Documents.

## 2. Price Bid:

The Price bid is to be submitted in the BOQ provided on the procurement portal.Bidder should not tamper / modify the 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 3 years.

## 11) Bid Prices

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.

Bidders shall give a breakdown of the prices in the manner and detail called for in the Bill of Quantity (BOQ).

## 12) Price Basis

Bidders are required to quote price on the price basis as per Scope of Work / stipulated in the SPC/SCC.

## 13) Bid Currencies

All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the Special Purchase/Contract Conditions (SPC/SCC), on FIRM price basis and to remain valid during the Contract period.

## 14) Earnest Money Deposit (EMD) / Bid Security / Guarantee

The Bidder shall furnish, as part of his bid, an Earnest Money Deposit in the amount as stipulated in NIT, in a separate envelope (in case paid in modes other than on-line payment) super scribed on the top as under:

“ORIGINAL      EARNEST      MONEY      DEPOSIT      FOR      NIT      NO.....  
.....DATED.....FOR ..... (NAME OF PACKAGE) ..... DUE ON .....  
(DATE OF BID OPENING) FROM ..... (NAME OF THE BIDDER)”

The Earnest Money Deposit (EMD) shall, at Bidders option, be submitted in the following forms:  
Electronically by RTGS / NEFT in the account of HURL details as given in subsequent paragraphs.  
or

In the form of Demand Draft in favour of Hindustan Urvarak & Rasayan Limited, Payable at New Delhi.

or

In the form of an irrevocable bank guarantee.

The format of Bid Guarantee (BG) towards EMD shall be in accordance with the form of EMD included in the bidding documents (Annexure - 9 of Section V (Forms Related to Bid). 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".

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.

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.

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.

In the case of a successful Bidder, if the Bidder fails, within the time limit,

- a.To sign the Contract Agreement.
- b.To furnish the required Security Deposit.

If the bidder / his representatives commit any fraud while competing for this contract pursuant to Fraud Prevention Policy of HURL.

If the Bidder withdraws/ amends, impairs and derogates from the tender.

No interest will be payable by the Employer on the said amount covered under Earnest Money Deposit.

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.

RTGS / NEFT details of HURL as under:

Earnest Money Deposit is to be deposited electronically by ECS/RTGS/NEFT/BANKERS CHEQUE in the account of "Hindustan Urvarak and Rasayan Limited, payable at Delhi" at the below mentioned details. Bidders are required to submit the detail of EMD payment at the time of Bid Preparation.

**BANK Details for EMD Payment through ECS/NEFT/RTGS:**

Bank Name/Branch – State Bank of India/Overseas Branch Delhi

IFSC CODE: SBIN0004803, Account No: 36245010741.

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.

## **15) Confirmation of BGs through Structured Financial Messaging System (SFMS) / SWIFT**

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 clause 14 of ITB.

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.

**Name of Beneficiary of Bank Guarantee:**

Name of the Bank: State Bank of India

Account Name - Hindustan Urvarak & Rasayan Limited

Account Number - 36245010741

IFSC Code - SBIN0004803

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.

## **16) Ineligibility for Future Tenders**

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 the present and future tenders issued from HURL - Sindri for a period of 6 months from the date of withdrawal of the purchase order / contract or last communication date of notice issued by HURL, whichever is earlier.

If a bidder after opening of tenders where EMD is 'NIL/Not applicable' or exempted for bidders as per policy guidelines, withdraws its offer within the validity period of the offer, then such bidder shall be treated as ineligible for participation in the present and future tenders issued from HURL Sindri for a period of 6 months from the date of withdrawal of the bid.

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 SCC/SPC Clause titled 'Performance Security', and which result in tender being annulled then such bidder shall be treated ineligible for participation in the present & future tenders issued from HURL - Sindri for a period of 6 months from the date of withdrawal of the purchase order / contract or last communication date of notice issued by HURL, whichever is earlier.

## **17) Period of Validity of Bids (Techno-Commercial Bid and Price Bid)**

Bids shall remain valid for a period of 90 days from the closing date prescribed by EMPLOYER for the receipt of bids, unless otherwise specified in Special Purchase Conditions (SPC/SCC). A bid valid for a shorter period shall be rejected by EMPLOYER as being non-responsive.

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.

## **18) Nil Deviation**

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 V (Forms Related to Bid).

In case the Products and/or Services offered do not meet the Technical requirements, the bid shall be rejected as Technically non-responsive.

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.

Bidders may also note that any deviation/variation in any form in the Price Bid shall result in forfeiture of EMD.

## **19) Format and Signing of Bid**

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.

An authorisation letter/power of attorney indicating that the person signing the bid has the authority to sign the bid is to be submitted in Physical form and copy uploaded as part of the Techno-commercial Bid.

## 20) 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.

a. Physical Bid

i. EMD

The Bidder shall furnish, as part of his bid, an Earnest Money Deposit in the amount as stipulated in NIT, in a separate envelope (in case paid in modes other than on-line payment) super scribed on the top as under:

“ORIGINAL      EARNEST      MONEY      DEPOSIT      FOR      NIT      NO.  
.....DATED.....FOR ..... (NAME OF PACKAGE) ..... DUE ON  
..... (DATE OF BID OPENING) FROM ..... (NAME OF THE  
BIDDER).”

b. On-Line

Bid along with all the documents should be submitted in the electronic form only through e-Tendering system.

Any revision or amendment in bid shall be possible only up to the due date and time of submission of tender.

1. Techno-Commercial Bid

i. Cover Type – Fee

MSEs seeking exemption and benefits should enclose / upload in e-procurement 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.

ii. Cover Type – Technical

The bidders shall upload documents in compliance to the Bidding Documents.

The following documents are to be furnished by the Bidder as part of the Technical Bid:

a) Techno Commercial Proposal Bid Form (Refer Forms Related to Bid i.e., Section V).

b) Power of Attorney as per requirement mentioned in NIT.

c) Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD)/ MSE Certificate.

d) Signed, Stamped and Scanned copy of Certificates like Registration certificate, GST No, PAN No. etc.

e) Signed, Stamped and Scanned copy of Format for Electronics Payment (Refer Forms Related to Bid i.e., Section V).

f) Signed, Stamped and Scanned copy of Tender Acceptance Letter & Letter of authorization to submit bid (Refer Forms Related to Bid i.e., Section V).

g) Documents as required in accordance with Eligibility Criteria of NIT.

h) Signed, Stamped and Scanned copy of No deviation Certificate (Refer Forms Related to Bid i.e., Section V).

i) Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director or Legally Authorized Signatory, in the format as enclosed (Refer Forms Related to Bid i.e., Section V to Bidding Document) shall be furnished certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof. However, if at any point of time the declarations given in bid are found to be incorrect, HURL shall have the full right to terminate the contract and take any action as per provisions of contract including forfeiture of EMD/Security Deposit.

j) Acceptance to Fraud Prevention Policy of HURL, for which the bidder has to submit Signed, Stamped and Scanned copy of Form of Acceptance of Fraud Prevention Policy of HURL. (Refer Forms Related to Bid i.e., Section V).

k) Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India. (Refer Forms Related to Bid i.e., Section V).

l) Documents in compliance to Scope of Work and Technical Specifications.

m) Any other document asked for in the Bidding Documents.

Note: -

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.

Checklist of documents to be submitted is enclosed as Annexure-1 to ITB.

## 2. Price Bid (Cover Type–Finance)

The Price bid is to be submitted in the BOQ provided on the procurement portal.

Bidders shall necessarily submit the prices on-line in the Bill of Quantity (BOQ) only.

\*\*\* 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.

## 21) Deadline for Submission of Bid

Bids must be submitted online no later than the time and date stated in the Tender Enquiry/NIT/ on line Tender details.

The Off-line bid specified in the tender must be submitted to the Employer at the address given in the NIT 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.

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.

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.

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.

## **22) Modification and Withdrawal of Bid**

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.

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.

## **23) Opening of Bid**

### **a. 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.

Technical Bid shall be opened for evaluation.

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 procurement portal by EMPLOYER after completion of evaluation of Techno-Commercial Bids.

### **b. Price Bid Opening**

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.

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.

Price bids of those Bidders, who have been considered qualified and whose Techno-commercial Bid is found to be responsive, will be opened online one-procurement portal.

## **24) Clarification on Bid**

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. 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.

For this purpose, only 1 chance, shall be given. If the techno-commercial acceptability of bidder is established upon verification of documents including clarifications submitted, the case shall be considered for further processing. If the bidder happens to be defaulter upon verification of the documents or has not uploaded the required document within the mentioned time frame his bid would be analysed based on the uploaded documents and if found not in order as per requirement, would be outrightly rejected.

## **25) Preliminary Examination of Techno-Commercial Bids**

EMPLOYER will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

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.

A material deviation, objection, conditionality or reservation is

- (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.

Material deficiencies in the bid may render the bid non-responsive and may lead to the rejection of the bid.

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.

## **26) Evaluation of Techno-Commercial Bids**

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.

In case the Bidder refuses to withdraw additional conditions/deviations/variations/exception, implicit or explicit, found anywhere in the bid in respect of techno-commercial requirements of the bidding documents, without any financial implication whatsoever to the Employer, the bid shall be rejected

as technically non-responsive. Product(s) and/or service(s) not meeting the specified technical requirements & scope work, shall be rejected.

## **27) Preliminary Examination of Price Bid**

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.

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.

## **28) Financial Disqualification**

An abnormally low bid will be rejected and will not be considered as L1.

An Abnormally Low Bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price.

In such situation the bidder shall have to provide written clarification including detailed price analysis of the Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bid document.

If, after evaluating the price analyses, the employer determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the employer may reject the Bid/ Proposal and the bidder will not be considered in the evaluation of the financial ranking.

## **29) Discrepancies in Bid**

In case of discrepancies in the bid, the following will be adopted to correct the discrepancies for Arithmetical for the purpose of evaluation.

- a) In case of discrepancy between unit price in figures and words, the unit price in words will be considered as correct.
- b) In case of discrepancy between unit price and total price, the unit price will be considered as correct.
- c) 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.

## **30) Evaluation Criteria**

The evaluation criteria specified in Special Purchase Conditions (SPC) shall over-ride all other similar related clauses appearing elsewhere in the bidding documents.

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.

## **31) Evaluation of Bids**

- a) The Employer shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

b)To evaluate a Bid, HURL shall only use all the criteria and methodologies defined in this document.

c)To evaluate a Bid, HURL shall consider the following:

- The bid price as quoted as per Bill of Quantity (BOQ).

- Price adjustment for correction of discrepancy.

- Price adjustment due to discounts offered.

- 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/Contract Conditions (SPC/SCC).

Price adjustment due to application of the evaluation criteria.

## **32) Tiebreaker**

In case of a tie at the lowest bid (L-1) position between 02 or more start-up/non-start-up bidders, the following sequence of preference shall be adopted while processing the Letter of Acceptance (LOA)/Order.

(a)In case, one of the bidders is MSE owned by SC/ST Entrepreneur, then the order shall be placed on such bidder.

(b)In case, one of the bidders is MSE owned by women Entrepreneur, then the order shall be placed on such bidder.

(c)In case, one of the bidders is MSE then the order shall be placed on such bidder.

(d)Otherwise, the order shall be placed on the bidder having higher turnover in the last audited financial year.

In case there is a tie at lowest bid (L1) position between only startup bidders and none of them has past turnover, the order/LOA will be placed on the startup who has registered earlier with the department Promotion of industry and Internal Trade.

However, the above order of performance while processing LOA is subject to instructions/guidelines issued by the government of India from Time to time.

## **33) Contacting the Employer**

Subject to ITB clause 25 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.

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.

## **34) Employer's Right to Accept Any Bid and To Reject Any or All Bids**

The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder(s) of the grounds for the Employer's action.

## **35) Award Criteria**

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.

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.

## **36) Construction of Contract**

If required, HURL may place separate Orders for supplies and Services.

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.

The total value of all the orders shall be the Total Package value.

## **37) Notification of Award**

Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing by email or letter or by telefax to be confirmed in writing by letter sent by Speed Post/ Registered/ courier, that its bid has been accepted. The notification of award (Purchase/Service Order) will constitute the formation of the contract and shall be effective from the date of award or the date as specified in Special Purchase Conditions (SPC/SCC).

## **38) Corrupt or Fraudulent Practices**

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:

- a) Defines, for the purposes of this provision, the terms set forth below as follows:
  - 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
  - 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;
- b) Will reject a bid for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 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.

## **39) Fraud Prevention Policy**

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 (Section V (Forms Related to Bid)) with the Bidding Document.

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.

## **40) Indian Agents**

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.

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.

## **41) Transfer of Bid Documents**

a. Transfer of Bidding documents is not permissible.

b. Documents purchased / downloaded by the intending bidders cannot be transferred.

## **42) Checklist of documents**

Annexure-1 to ITB

Checklist of documents to be submitted

Sr. No	Item	Yes / No	Bid Ref.
1	Techno Commercial Proposal Bid Form. (Enclosed as Annexure-1 to Forms and Procedures i.e., Section V)		
2	Power of Attorney as per requirement mentioned in NIT.		
3	Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD) / MSE Certificate 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 Electronics Payment		

	(Enclosed as Annexure-2 to Forms and Procedures i.e., Section V)		
6	Signed, Stamped and Scanned copy of Tender Acceptance Letter (Enclosed as Annexure-3 to Forms and Procedures i.e., Section V)		
7	Documents as required in accordance with Qualifying Requirements / Pre-Qualification Criteria (PQC) i.e., Clause 6 of NIT		
8	Signed, Stamped and Scanned copy of No deviation Certificate (Enclosed as Annexure-4 to Forms and Procedures i.e., Section V)		
9	Signed, Stamped and Scanned copy of Certificate from CEO/MD/ Legally Authorized Signatory, in the format as enclosed as Annexure-5 to Forms and Procedures i.e., Section V) to Bidding Document shall be furnished certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof. However, if at any		

	point of time the declarations given in bid are found to be incorrect, HURL shall have the full right to terminate the contract and take any action as per provisions of contract including forfeiture of EMD/Security Deposit.		
10	Acceptance to Fraud Prevention Policy of HURL, for which the bidder has to submit Signed, Stamped and Scanned copy of Form of Acceptance of Fraud Prevention Policy of HURL. (Enclosed as Annexure-6 to Forms and Procedures i.e., Section V).		
11	Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India" i.e.(Enclosed as Annexure-7 to Forms and Procedures i.e., Section V).		
12	Proforma for Terms and Condition(Enclosed as Annexure-8 to Forms and Procedures i.e., Section V).		
13	Documents in compliance to Scope of Work and Technical Specifications		

14	Any Other Document asked for in the Bidding Document		
15	Filled BOQ		

Note:

Failure to Upload Authentic and Correct Documents as mentioned at Sr. No. 1 to 13 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.

### 43) Cartelization

A bidder can submit only one bid, in case of multiple bids by same bidder, all the bids of such bidder will be rejected. Not more than one tender shall be submitted by one bidder/bidder(s) having Business Ownership. For clarification, Business Ownership means bidders having common proprietor/partner(s)/director(s). In such case all such bids will be rejected.

In case Spouse, Father (including step-father), Mother (including step-mother), Son (including step-son), Son's wife, Daughter, Daughter's husband, Brother (including step-brothers) and Sister (including step-sisters) submit their bid for the same tender, all such bids will be rejected. However, in case they are a separate entity and are participating in the same tender they will provide an affidavit to this effect, as per given Annexure of the Tender Document, stating that they do not have a business relationship with the other bidders.

At the time of submission of Tender, the TENDERER shall submit a declaration stating if the TENDERER or any employee of the TENDERER or any person acting on behalf of the TENDERER, either directly or indirectly, is a relative of any of the employees of HURL, or, if any relative of an employee of HURL has financial interest / stake in the TENDERER, the same shall be disclosed by the TENDERER at the time of filing the tender. The TENDERER shall declare that they will not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HURL.

If any cartel/relationship in terms of establishment of relationship among the bidders is found at any stage during pendency of the Contract, HURL will cancel the Bid and action as deemed fit shall be taken against the particular bidder including termination of the contract, forfeiture of all dues including Earnest Money Deposit / Security Deposit and debarring/blacklisting of the bidder and all Partners of the bidder.

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



**Section - II**

*General Contract Conditions (GCC)*

## 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.

Effective Date means the date on which this Contract comes into force pursuant to GCC Clause 15.

Foreign Currency means any currency other than the currency of the Owner’s country.

“Local Currency”means the currency of the Government of India.

“Government”means the Government of the Owner’s country i.e. INDIA.

Partymeansthe 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.

Personnelmeans professionals and support staff provided by the Contractor or by any Sub-Contractor and assigned to perform the Services or any part thereof;

“Funds”meansany funds allocated to the Owner under Company budget, or loan, grants and credits placed at the disposal of the Owner.

Servicesmeans the work to be performed by the Contractor pursuant to this Contract

Sub-Contractormeans any person or entity to whom/which part of the Services is sub-consulted.

“Engineer” or “Engineer-in-Charge” or “E.I.C.” shall mean the officer appointed in writing by the Owner to act as “Coordinator” from time to time on behalf of Owner in all matters pertaining to this Contract. “Engineer-in-Charge” shall be authorized by the Client for supervision, inspection, scrutiny and approval of some or all of the services rendered by the Contractor under the Contract.

“Bill of Quantity”shall mean the priced and completed Bill of Quantity (BOQ) forming the part of the bid or such Bill of Quantity (BOQ) forming the part of the Contract, as the case may be, with amendments, if any, thereto.

Throughout these Bidding Documents, the term “Bid” and “Tender” and their derivatives (Bidder/ Tenderer, Bidding / Tendering, Bidding Document/Tender Document, etc.); Bill of Quantity / Schedule of Quantity / Schedule of Quantities/ Bill of Quantities; Owner / Employer / HURL; Bid Security / Earnest Money Deposit; Security Deposit / Performance Security/ Performance Guarantee; Engineer-in-Charge / Engineer, appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other.

## 2) Order of The Precedence of The Documents

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.

The order of precedence of documents shall be as under:

- a)Contract Agreement and the Appendices
- b)Purchase Order/Service Order along with its annexures.
- c)Amendment to Bidding Documents
- d)Special Conditions of Contract
- e)Technical Specifications including Scope of Work
- f)General Contract Conditions
- g)The Bid and BOQ submitted by the Supplier
- h)Instructions to bidders

An amendment issued after issue of Contract shall take precedent over the formal Contract and all other contract documents.

In the event of any ambiguity or conflict between the Con-tract Documents listed above, the order of precedence shall be the order in which the Documents are listed above.

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.

### **3) Singular and Plural**

The singular shall include the plural and the plural the singular, except where the context otherwise requires.

### **4) Headings**

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.

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.

### **5) Governing Language**

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.

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.

The Contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

### **6) Governing Laws**

The Contract shall be governed by and interpreted in accordance with laws in force in India.

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

### **7) Communications and Notices**

Unless otherwise stated in the Purchase Order/Service Order, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, airmail post, special courier, cable, telegraph, telex, facsimile or Electronic Data Interchange (EDI) to the address of the relevant party set out in the Contract.

In case of Purchase Orders, all notices to be given under the Contract shall be addressed to Signatory of the Purchase Order and in case of Service Orders, all notices to be given under the Contract shall be addressed to Engineer-in-charge.

Either party may change its postal, cable, telex, facsimile or EDI address or addressee for receipt of such notices by ten (10) days' notice to the other party in writing.

## 8) Limitation of Liability

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.

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.

Except in cases of criminal negligence or wilful misconduct,

(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

(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.

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.

## 9) Assignment

Neither the Owner nor the Contractor shall assign, in whole or in part, their obligations under this Contract; except with prior written approval of the Owner.

## 10) Authorized Representatives

### Engineer-in-Charge

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.

## 11) Contractor's Authorised Representative

### Contractor's Representative

If the Contractor's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Contractor shall appoint the Contractor's Representative and shall request the Owner in writing to approve the person so appointed. If the Owner makes no objection to the appointment within fourteen (14) days, the Contractor's Representative shall be deemed to have been approved. If the Owner objects to the appointment within fourteen (14) days giving the reason therefore, then the Contractor shall appoint a replacement within fourteen (14) days of such objection, and the foregoing provisions of this GCC Clause shall apply thereto.

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.

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.

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 otherperson as the Contractor's Representative, pursuant to the procedure set out in above GCC Clause.

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.

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.

## **12) Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Owner and the Contractor. The Contractor, subject to this Contract, has complete charge of Personnel and Sub-Contractors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## **13) Location**

The Services shall be performed at such locations as are specified in the Contract and, where the location of a Special task is not so specified, at such locations as the Owner may approve.

## **14) Taxes & Duties**

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.

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.

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.

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.

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 Bonafede use on the work contracted, the same shall be reimbursed/recovered to the Contractor.

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.

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.

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.

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.

Further in case of foreign Contractor, certain benefits of Income Tax may be available to him in his country under Double Taxation Avoidance Agreement (DTAA). While quoting for the assignment, the foreign Contractors are required to consider such benefits in their proposal.

## **15) 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.

## **16) Effective Date**

The date the Contract comes into effect shall be as specified in the SCC.

## **17) 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.

## **18) 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.

## **19) Contract Price**

The Contract price, other than GST, shall remain FIRM throughout the contract period and will be NOT be subject to adjustment for price escalation during the performance of the Contract until unless specified otherwise in the SCC/SPC.

## **20) 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.

## **21) 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.

## **22) 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.

## **23) Confidentiality**

The Owner and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the Owner to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this clause of GCC/GPC.

## **24) Liability of the Contractor**

The Contractor, shall be, liable to and required to indemnify, the Owner as stated under for due performance of the Contract.

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:

- (a) Infringement or alleged infringement by the Contractor of any patent or other protected right; or
- (b) Plagiarism or alleged plagiarism by the Contractor.

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.

## **25) Insurance to be taken out by the Contractor**

The Contractor

1. Shall take out and maintain, and shall cause any Sub-Contractors to take out and maintain, at their (or the Sub-Contractors', as the case may be) own cost, but on terms and conditions approved by the Owner, during the performance of the Contract, the insurance against the risks, and for the coverage as specified in the SCC; and
2. At the Owner's request, shall provide evidence to the Owner showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

## **26) Contractor's Actions Requiring Owner's Prior Approval**

The Contractor shall obtain the Owner's prior approval in writing before taking any of the following actions:

- (a) Any subcontract relating to the Services to an extent and, with such specialists and entities as may be approved as
- (b) Any other action that may be specified in the SCC.

Notwithstanding any approval as above, the Contractor shall remain fully liable for the performance of Services by the Sub-Contractor and its Personnel and retain full responsibility for the Services.

## **27) Assistance and Exemptions**

The Owner shall use its best efforts to ensure the following:

- (a) To ensure the accuracy of all information and/or data to be supplied by the Owner to the Contractor necessary for performance of the Contract, except when otherwise expressly stated in the Contract.
- (b) Issue to officials, agents and representatives of the Owner all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

Provide to the Contractor, Sub-Contractors and Personnel any such other assistance as may be specified in the SCC.

## **28) Payment Terms**

General

In consideration of the Services performed by the Contractor under this Contract, the Owner shall make to the Contractor such payments and in such manner as stated below:

Payments will be made in the currency or currencies in which the Contract Price has been stated in the Contractor's bid i.e., INR.

No payment made by the Owner herein shall be deemed to constitute acceptance of the Services nor relieve the Contractor of any obligations.

#### **Modes of Billing and Payment**

All the invoices of payment shall be supported by necessary Documents and submitted in quadruplicate for the certification of Engineer-in-Charge for which he will require a maximum time of fifteen (15) days before the same are submitted for processing the payment of amount admitted.

The Owner shall pay to the Contractor all the admissible payments within thirty (30) days of certification of the Engineer-in-Charge of the amount payable for the services.

Contractor shall furnish the details of Bank Account in the prescribed format along with Bid in order to facilitate the Owner to release 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.

### **29) Early Warning**

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.

### **30) Extension of the Intended Completion Date**

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.

### **31) Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

### **32) Change in laws and regulations**

If, after the date seven (7) days prior to the last date of Bid submission, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, 2 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.

### **33) Performance Security**

Within thirty (30) days of the receipt of Purchase Order/Service Order from the Employer, the contractor shall furnish the Contract Performance Guarantee (CPG), if applicable, for the due performance of the Contract having the value as mentioned in SCC/SPC 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.

CPG may be submitted in any of the following forms:

- Bank guarantee issued/confirmed from any of the commercial bank in India.
- Account payee demand draft.
- Online payment through NEFT/RTGS.
- Fixed deposit receipt from a commercial bank in favour of Hindustan Urvarak and Rasayan Limited.

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.

No interest shall be payable by the Employer to the Contractor against the Security Deposit furnished.

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

### **34) Force Majeure**

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. CONTRACTOR shall provide justificatory documents countersigned by the local Chamber of Commerce. Notwithstanding the forgoing, FORCE MAJEURE shall not include

(a) weather conditions reasonably to be expected for the climate in the geographic area of the SITE including but not limited to the monsoon season.

(b) the occurrence of any manpower or material shortages unless such a shortage is itself caused by an event of force majeure, or (c) any delay, default or failure (direct or indirect) in obtaining materials, or in any SUB-CONTRACTOR/VENDOR or worker performing any WORK or any other delay, default or failure (financial or otherwise) attributable to SUB-CONTRACTOR/Vendor/worker, unless such delay, default or failure results from any act, event or condition which would, with respect to such SUBCONTRACTOR/ VENDOR/ worker, constitute an event of force majeure.

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

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

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

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

Delay or non-performance by a party hereto caused by the occurrence of any event of FORCE MAJEURE shall not:

(a)Constitute a default or breach of the CONTRACT,

Or

(b)Give rise to any claim for damages or additional cost or expense occasioned thereby, if such delay or non-performance is caused by the occurrence of any event of FORCE MAJEURE. FORCE MAJEURE conditions are not payable under any circumstances.

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 act to mitigate the impact of the prolonged Force Majeure event in mutual consent with Owner.

FORCE MAJEURE shall not apply to any obligation of the OWNER to make payments to the CONTRACTOR under the contract.

## **35) No Breach of Contract**

The failure of a party to fulfil any of its obligations under the Contract shall not be considered to be a breach of or default under the Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event

3. has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract and
4. has informed the other Party as soon as possible about the occurrence of such an event.

## **36) Measures to be Taken on Force Majeure**

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.

A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

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.

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:

(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

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.

## **37) Suspension**

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:

(i) On account of any default on part of the Contractor;

or

(ii) For proper execution of the Works or part thereof for reasons other than the default on the part of the Contractor;

or

(iii) For safety of the Works or part thereof, for reasons other than those attributable to the Contractor.

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.

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.

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.

### **38) Termination for Default**

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.

Fundamental breaches of the Contract shall include but shall not be limited to, the following:

- (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.

For the purpose of this Sub-Clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Owner and includes collusive practice among Contractors (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition.

### **39) Termination for Insolvency**

The Owner and the Contractor may at any time terminate the Contract by giving notice to the other party if:

- (a) The Owner becomes bankrupt or otherwise insolvent;
- (b) The Contractor becomes (or, if the Contractor consist of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or

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.

## **40) Termination for Convenience**

The Owner, by notice sent to the Contractor, may in its sole discretion and for any reason whatsoever, terminates the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Owner's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

In event of termination of Order/Contract, the Employer shall pay to the Supplier/Contractor the Contract Price, properly attributable to the works/supplies executed by the Supplier/Contractor as on the date of termination.

However, any sums due to the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Order/Contract.

## **41) Termination because of Force Majeure**

The Owner and the Contractor may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60)days.

## **42) Cessation of Services**

Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clauses 39 to 41, 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.

## **43) Disputes about Events of Termination**

If either Party disputes whether an event specified in GCC Clause 39, 40 or 41 has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 45, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

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 45.

## **44) Payment upon Termination**

Upon termination of this Contract pursuant to GCC Clauses to 39 to 41, the Owner shall make the payments to the Contractor for Services satisfactorily performed prior to the effective date of termination.

## **45) Settlement of Disputes**

If any dispute of any kind whatsoever shall arise between the Employer 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 Facilities, whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute may be settled through Expert Settlement Council / Arbitration / other remedies available under the applicable laws.

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.

If any dispute of any kind whatsoever shall arise between the Owner and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the services—whether during the progress of the work or after their completion and whether before or after the termination, abandonment or breach of the Contract—the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.

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.

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.

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 herein after provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

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.

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.

The Owner and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within twenty-eight (28) days after the latter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority as given below:

- (a) President, Institution of Engineers in case of an Indian Contractor.
- (b) President, International Chambers of Commerce, Paris in case of a Foreign Contractor.

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.

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.

Arbitration proceedings shall be conducted

(i) In accordance with the following rules of procedure: -

(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.

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.

a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.

b) the Employer shall pay the Contractor any monies due to the Contractor.

## **46) Fraud Prevention Policy**

The Supplier along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall strictly adhere to the Fraud Prevention policy of the Employer. 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). The Supplier shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.

## **47) Risk purchase**

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.

Further, HURL shall retain the right of forfeiture of Performance Security and or any other action as deemed fit.

## **48) Integrity Pact**

The Integrity Pact (IP) envisages an agreement between the prospective vendors / bidders and the buyer, committing the persons / officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The Bidder along with its associate / collaborator / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to the Integrity Pact.

Note:In case Integrity Pact is not applicable for the particular tender, the same shall be specified in the SPC/SCC.

## **49) Subcontracting**

In case of sub contract orders, credential as sub-contractor for PQC mentioned in NIT, shall be considered only when such work orders for sub contract have been issued with approval or written permission of end user/owner/consultant of the owner of the contract from the scope of work of which contractor under the contract has sub contracted a part of or entire work under such work order. In this regard, the bidder has to submit a certificate from the end user/owner/consultant of the owner stating that the main contractor has intimated them about the engagement of sub contracting OR have been allowed/ permitted as a sub-contractor. Based on such Sub contracted portion of the job actually executed by the bidder as subcontractor, PQC evaluation shall be done i.e. In case only part job is subcontracted, similar job & executed value etc. for the part job only shall be considered for PQC and not the full job. Work completion date shall be considered for deciding the period of work experience

**HINDUSTAN URVARAK & RASAYAN LIMITED**  
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**Section - III**

*Special Contract Conditions (SCC)*

## **1) Bid Validity**

Bids shall remain valid for 90 days after the bid closing date. A bid valid for a shorter period will be considered as non-responsive and be liable to be rejected.

## **2) Date of Start of Contract**

To be intimated after award of contract.

## **3) Contract Period**

Contract Period shall be for “30 days” from the date of start of the contract.

## **4) Contract Price Variation**

The price will remain firm during the contract period and no escalation, on any account, shall be payable. The bidder should quote by considering the minimum wages revision as per Central Govt. guidelines for the period of contract.

Minimum wages shall be in view of the notification issued by Central Govt., from time to time. This condition shall supersede any other clause of minimum wage mentioned anywhere in the tender document.

## **5) Insurance**

The contractor shall take all safety majors to work in Plant area at his own cost. In case non-compliance of instruction, suitable penalty may be levied. For the same the contractor shall take insurance cover for the personals deputed.

## **6) Performance Security**

Performance security to be submitted by the bidder which will be 5% of total order value including GST.

Duration of performance security will be for a period of "contract period + 03 month".

Performance security may be submitted in the following form:

1. Bank guarantee issued/confirmed from any of the commercial bank in India.
2. Account payee demand draft.
3. Online payment through NEFT/RTGS.
4. Fixed deposit receipt from a commercial bank in favour of Hindustan Urvarak and Rasayan Limited.

## **7) Payment Terms**

The Owner shall pay to the Contractor all the admissible payments on monthly basis for actual operated quantity within thirty (30) days of certification of the Engineer-in-Charge of the amount payable for the services.

The agency shall pay applicable GST and claim it along with RA Bills. The vendor has to ensure that invoices raised on HURL be properly uploaded in GST portal and ensuring of prompt filing of returns.

GST portion as claimed in the invoices will be released after reflecting of the same in GSTR -2B.

Income Tax TDS as per rules shall be deducted from the bills of the contractor as per applicable laws.

Finance Act 2021 has brought amendments in existing TDS/TCS Sections and has introduced new Sections 194Q (Deduction of tax at Source on payment of certain sum for purchase of goods) and 206AB (Special provision for deduction of tax at source for non-filers of income-tax return) among others. The above Sections is effective from 1st July, 2021.

HURL, being Buyer (under Section 194Q inserted in the Income Tax Act, 1961 vide Finance Act 2021) having total sales, gross receipts, or turnover from business above Rupees Ten Crores during the Financial Year 2022-23, will deduct TDS under Section 194Q, w.e.f. 01.04.2023, at the prescribed rate of 0.1% on the purchase value of any goods, aggregate of which is exceeding the threshold limit of Rs.50 Lakhs in a Financial year 2023-24 onward.

Accordingly, Vendors/Sellers are not to collect tax at source under section 206C (1H) of the Act w.e.f. 01.04.2023, in case provisions of section are applicable to them.

## **8) Liquidated Damage**

In the event of Supplier's failure to deliver the material / services or fails to perform the incidental Works/ Services of acceptable quality within the stipulated delivery period, the liquidated damages are payable by the Supplier / Contractor @ ½% percent of the delivered price of the delayed material / Services and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 5% of the delayed materials / Services' or incidental Works/ Services' contract price(s). However, the total liability of the Supplier / Contractor under this clause shall not exceed 5% of the Total Contract value as awarded.

Note: LD is to be levied on Contract value excluding GST.

## **9) Pre-Employment Medical Examination (PME)**

Medical health checkup is mandatory for all workers engaged in the contract before deployment. Test shall be done as per U.P factories Rules 1950. (Section 63- I).

The contractor shall ensure following medical tests on annual basis:

1. For Drivers/Confined Space Workers: Blood (CBC, ESR, Blood Sugar (Random), Blood Group, Rh Type) Chest (Chest X-Ray (P. A. View) Urine (Routine Examination) Additional Tests (Audiometric, Spirometry, Vision Test & Color Vision)
2. For Normal Workers: Blood (CBC, ESR, Blood Sugar (Random), Blood Group, Rh Type) Chest (Chest X-Ray (P. A. View) Urine (Routine Examination) Additional Tests (Vision Test)
3. For Canteen Workers: Blood (CBC, ESR, Blood Sugar (Random), Blood Group, Rh Type) Chest (Chest X-Ray (P. A. View) Urine (Routine Examination, Stool Test) Additional Tests (Vision Test)

## **10) Other Terms & Conditions**

- The work should be carried out as per the direction of EIC. Discrepancy, if any, the decision of EIC is binding to the contractor.
- The contractor or his authorized representatives shall attend HURL Office on daily basis for receiving the instructions.
- HURL reserves the right to increase or decrease the number of personals deputed as per the provisions of variation of contract.

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**Section - IV**

***Technical Specification and Scope of Work***

## 1) Custom Term

Sr. No.	Item Description	Qty	UOM
1.	ERECTION/DISMANTLING OF SCAFFOLDING	5,000.00	M3
2.	HE CHANNEL COVER OPENING/BOXED UP	180	MT
3.	MANHOLE/FLANGE OPENING/BOXED UP UPTO600#	880	ID
4.	CONTROL VALVE OPENING/ BOXED UP	25	MT
5.	FAB OF CS PIPE (NON IBR) UPTO SCH 40	400	ID

### Scope of Work:

1. Opening, Removal and Boxing up of End Covers of Heat Exchangers & Hydrotest:

- Opening of End Covers of Heat Exchangers for inspection and cleaning of tubes (Cleaning of Tubes will be done by HURL).
- The position of the end cover shall be shifted so that the ends of the tubes are completely exposed for cleaning.
- Shell side hydrotest to be performed with proper positive nozzle blinding work.
- If any tube found leaking, tube plugging to be done and again hydrotest of same to be performed.
- After successful hydrotest, the End Covers shall be fitted back in position and De-blinding work of shell side piping joints with new gaskets. Gaskets will be provided by HURL.
- In case, it is established that joint has leaked due to the bad workmanship, the contractor shall have to take up the job free of cost.

### 2. OPENING AND BOXING-UP OF FLANGE JOINTS, BLINDING/DE-BLINDING, MANHOLE COVERS HANDHOLEINSPECTION COVERS:

Opening of flange joint for slip/blind plating, flushing, pressure testing etc. and boxing up after doing these jobs, (Tightening of the flange after putting in slip/blind plate and tightening of the flange after removing the slip/blind plate shall be taken as opening and boxing up of flange twice). Opening of manholes, hand holes and inspection cover of Tanks, Vessel and Towers for inside inspection, repair, removal/filling of packing rings etc. and boxing up of covers after completion of jobs.

- Valves have to be completely removed so as to fully expose both valves flanges & gasket seats and in case of manhole covers, it shall be shifted after opening so as to completely expose the hole.
- Gasket surfaces should be thoroughly cleaned, Contractor shall ensure that gasket is properly placed while fixing the valve or flange.
- Complete leak proof joint shall be ensured by the Contractor under the specified pressure. Leakage will be checked by soapsolution at some places and other points, it will be checked by explosive meter, if felt necessary.

- d) In case, it is established that joint has leaked due to the bad workmanship, the contractor shall have to take up the job free of cost.
- e) All the fasteners shall be provided with anti-seize compound of the threaded portion and tightening to specific torque (anti-seize compound shall be provided by HURL).
- f) In case of ring type/lens gasket, the Contractor shall carry out lapping of gasket as well as seat.
- g) In case of cutting of gasket is required, the same shall have to be cut by the Contractor, however, gasket material shall be supplied by HURL.

3. Fabrication and Erection of CS Piping  
 Fabrication of pipes including associated fittings, welded valves etc. including cutting, edge preparation, welding. Root run to be done by TIG welding if required as per instruction of Engineer- In- Charge, providing reinforcement pads at branch connection, if required.

- a) All required tools & tackles such as welding machines, argon sets, cutting sets, grinders, electrode Owen etc. will be in contractor scope.
- b) All welding consumables such as electrodes, oxygen, DA etc will be contractor scope.
- c) Welding electrodes and filler wires should be of make Advani Overlikon/ Adore, ESAB and L&T make only.

**Contractor Scope:**

1. All the tools and tackles i.e. hydraulic jacks, spanners, chain pulley blocks, slings, D shackles etc. shall be arranged by contractor.
2. Scaffolding material supply and its erection as per the requirement (opening/ boxed up and cleaning) (all jobs will be in progress simultaneously) will be in contractor's scope. As its shutdown job and job has to be completed within 15 days as per schedule. Contractor has to erect all scaffolding before start of shutdown except vessels/Reformer.
3. All scaffolding has to be prepared parallelly at all jobs. So, scaffolding material should be arranged by contractor for approx. 3000 M3 and 15 days prior to start of shutdown.
4. All the spares, bolts, nuts, gaskets, oil and grease etc. will be supplied by HURL free of cost.
5. Construction aids like crane, Hydra etc. will be supplied free of cost by HURL. The requirement of construction aids will be decided by the Engineer-in-charge for the contract.
6. The contractor shall maintain minimum following tools and tackles in healthy working condition for execution of work assigned to him from time to time at different plant/locations
  - a) Wire rope Sling upto 20 Ton 4 Nos each
  - b) Wire rope Sling upto 10 Ton 4 Nos each
  - c) Webbling sling upto 5 Ton 6 Nos each
  - d) Webbling sling upto 2 Ton 10 Nos each
  - e) Chain blocks of Capacity 1 Ton 2 Nos
  - f) Chain blocks of Capacity 2 Ton 4 Nos
  - g) Chain blocks of Capacity 5 Ton 4 Nos
  - h) Chain blocks of Capacity 10 Ton 4 Nos

- i) D shackles upto capacity 20 Ton 4 Nos each
- j) D shackles upto capacity 10 Ton 4 Nos each
- k) D shackles upto capacity 5 Ton 10 Nos each
- l) Hammering spanners sizes upto 32~75 mm 6 set
- m) Hammering spanner upto 32 mm 6 set
- n) Box Spanner Set upto 75 mm 2 set
- o) Vernier caliper 12 inch & 6-inch 1 No each
- p) Spanners of all sizes 6 Sets (Ring and D spanners upto size 30X32, Allen key set, filler gauge, center punch, measuring tape, steel scale, slide wrench 12inch, screw driver set, pipe wrenches 12 inch & 36-inch, File set, hammers of capacity 5 LBS, 10 LBS and 15 LBS, mallehammer, circlip pliers, Hexa blade frame with blade).

7. All lodging and boarding will be in contractor scope.

8. Vendor has to insure sufficient manpower to complete the job within 15 days.

9. All scaffolding material and tools should be clean and in good condition for use at site.

#### **HURL Scope of Supply:**

1. Crane, Hydra, Forklift as per requirement.
2. Power Supply for fabrication work as per requirement.
3. Area for Store and fabrication in plant area.

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



**Section - V**

*Forms Related to Bid*

## 1) TENDER ACCEPTANCE LETTER

Annexure – 1

### TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

Contracts and Materials Department

HURL, Gorakhpur

Sub: Acceptance of Terms & Conditions of Tender

Tender Reference No:

Name of Tender / Work:

Dear Sir,

1. I / We hereby certify that I / we have read the entire terms and conditions of the tender/bid documents (including all documents like ATC, 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.
2. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
3. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
4. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
5. 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)

## 2) DECLARATION FOR “NO DEVIATION”

Annexure – 2

### DECLARATION FOR “NO DEVIATION”

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

6. With reference to Tender Reference 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.

7. 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) .....

### **3) Certificate from CEO/MD/ Legally Authorised Signatory**

Annexure – 3

#### **PROFORMA OF CERTIFICATE**

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

Ref.: Date:

To

Contracts and Materials Department

Hindustan Urvarak & Rasayan Limited,

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

Admin Building, HURL Campus,

PO-HURL Fertilizer Plant,

Gorakhpur-273007

Sub:

Tender Reference No:

Dear Sir,

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

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

Yours faithfully,

(Signature)

Date:Name & Designation.....

Place:Name of the Company.....

(Seal of Company) .....

#### **4) Acceptance to Fraud Prevention Policy of HURL**

Annexure – 4

(FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY OF HURL)

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

Ref.:Date:

To

Contracts and Materials Department

Hindustan Urvarak & Rasayan Limited,

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

Admin Building, HURL Campus,

PO-HURL Fertilizer Plant,

Gorakhpur-273007

Sub:ACCEPTANCE OF FRAUD PREVENTION POLICY OF HURL

Tender Reference 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.

Yours faithfully,

(Signature)

Date:Name & Designation.....

Place:Name of the Company.....

(Seal of Company) .....

#### **5) Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India**

Annexure – 5

Model Certificate for Tenders for Works involving possibility of sub-contracting

(to be submitted BY AUTHORISED SIGNATORY of the BIDDING company on BIDDERS Letter head in original)

Tender Reference No.: .....

Bidder's Name and Address:

To,

Contracts and Materials Department

Hindustan Urvarak & Rasayan Limited,

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

Admin Building, HURL Campus,  
PO-HURL Fertilizer Plant,  
Gorakhpur-273007

Dear Sir,

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

Yours faithfully,

(Signature)

Date: Name & Designation.....

Place: Name of the Company.....

(Seal of Company) .....

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

## 6) Declaration regarding GST

## 7) Declaration Regarding Cartel Formation

Annexure – 7

### DECLARATION REGARDING CARTEL FORMATION

(To be given on Company Letter Head)

Date:

To,

Contracts and Materials Department

HURL, Gorakhpur

Sub: Declaration Regarding Cartel Formation

Tender Reference No:

Name of Tender / Work:

Dear Sir,

I / We hereby undertake that M/s ..... has not formed any cartel or entered into any agreement with other bidders to manipulate prices or allocate market shares. The Bidder further undertakes that it will not engage in any collusive bidding practices. Any violation of this provision may result in debarment from future bidding processes and other penalties as determined by the Procuring Entity.

Date:

Signature:

Name of authorized signatory:

Official Stamp:

## 8) Format for Electronic Payment

Annexure – 8

(Format for Electronic Payment)

Bidder's Name & Address:

To,

Contracts and Materials Department

HURL, Gorakhpur

Dear Sirs,

We, hereby authorize the Employer to make all our payments through Electronic Fund Transfer System. The details for facilitating the payments are given below:

(TO BE FILLED IN CAPITAL LETTERS)

1. NAME OF THE BENEFICIARY

2. ADDRESS

3. TELEPHONE NO. (WITH STD CODE)

4. BANK PARTICULARS

(A) BANK NAME

(B) BANK TELEPHONE NO. (WITH STD CODE)

(C) BRANCH ADDRESS

(D) BANK FAX NO (WITH STD CODE)

(E) BRANCH CODE

(F) 9 DIGIT MICR CODE OF THE BANK BRANCH (ENCLOSE COPY OF A CANCELLED CHEQUE)

(G) IFSC Code OF THE BANK BRANCH

(H) BANK ACCOUNT NUMBER

(I) BANK ACCOUNT TYPE (TICK ONE)

SAVING	CURRENT	LOAN	CASH CREDIT	OTHERS
--------	---------	------	-------------	--------

(J) IF OTHERS, SPECIFY

5. PERMANENT ACCOUNT NUMBER (PAN)

6. GST IDENTIFICATION NUMBER (GSTIN)

7. E-MAIL ADDRESS FOR INTIMATION REGARDING RELEASE OF PAYMENTS

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/We would not hold the Employer responsible.

Date:

Signature:

Name of authorized signatory:

Official Stamp:

#### BANK CERTIFICATION:

It is certified that the above mentioned beneficiary holds a bank account no. .... without branch and the bank particulars mentioned above are correct.

Date:

Signature:

Name of authorized signatory:

Official Stamp:

### 9) Format of Bank Guarantee for Bid Security

Annexure – 9

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:

Contracts and Materials Department

Hindustan Urvarak & Rasayan Limited,

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

Admin Building, HURL Campus,

PO-HURL Fertilizer Plant,

Gorakhpur-273007

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.....[NameoftheOwner](hereinaftercalledthe 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 instructionsfromM/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 authorized 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 36245010741,

IFSC Code- SBIN0004803.

## 10) Format of Performance Bank Guarantee

Annexure – 10

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,

Hindustan Urvarak & Rasayan Limited,

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

Admin Building, HURL Campus,

PO-HURL Fertilizer Plant,

Gorakhpur-273007

Dear Sirs,

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

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

The Owner shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Bidder. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Bidder, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Bidder or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

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

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

Dated this .....day 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 as per % mentioned in SCC/SPC 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.

## 11) Bank Guarantee Verification Checklist

Annexure – 11

### 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

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8. Is the BG on non-judicial stamp paper of appropriate value, as per Stamp Act?
9. 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).
10. In case the BGs from Banks abroad, has the BG been executed on LetterHead of the Bank, whether adhesive Stamp of appropriate value has been affixed thereon.
11. Has the executing Officer of BG indicated his name, designation and Power of Attorney No. / Signing Power No. etc. on the BG?
12. Is each page of BG duly signed/initiated by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witness under seal of Bank as required in the prescribed proforma?
13. Does the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?
14. 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)?
15. 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.
16. 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?
17. Whether overwriting / cutting if any on the BG have been properly authenticated under signature & seal of executant?
18. Whether the BG has been issued by a Bank in line with the provisions of Bidding / Contract Documents?

19. 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:

Place:

Signature.....

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.

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



**Section - VI**

***Health and Safety Guidelines***

## 1) Purpose

The purpose of this guideline is to streamline the expectation from the contractor who will work with HURL Gorakhpur. Suppliers/Contractors/vendors shall provide a safe and healthy work place for their employees.

## 2) Scope

This procedure is applicable for all operation of HURL.

## 3) Requirements

The below listed points shall be followed minimum by the contractors when they work at HURL operational sites:

- Suppliers/contractor must be compliant with local and national laws and regulations on occupational Health and Safety (H&S), and have the required permits, licenses and permissions granted by local and national authorities.
- Suppliers must have documented health and safety policies and/or procedures in place together with appropriate safety infrastructure and equipment.
- Suppliers identified as being moderate to high risk for H&S shall take action and bring proof of continuous improvement towards a recognized H&S management system in place.
- When on our sites, Suppliers must comply fully with our applicable policies and directives.
- All contractors shall adhere HURL IMS Policy, H&S Rules & H&S Cardinal Norms (Refer Ann-1). Cardinal norms for any individual coming inside the plant premises include-I access & control risk before starting any task.I perform only such activities for which I am authorizedI never override or misuse any health or safety devices & I always use required PPE'sI do not work under the influence of alcohol & drugs.I report all Near Missed/ Incidences.
- Contractor/Supplier need to ensure basic PPE's to all its employees. i.e.- Safety Helmet, Safety Shoe, Safety goggles and safety gloves of standard make. PPEs provided by contractor should comply specification prescribed by HURL.
- All contractors shall abide by 8 (eight) Minimum Safe Behaviors (MSBs) at HURL operational sites. Refer Annex-2 for details of MSBs.
- Each contractor must have adequate H&S supervisor from their side for supervising the job at each shift, a ratio of one safety supervisor against 50 employees is recommended. Contractors who are assigned with/ working Critical activities such as Working at Height, Confined Space, Critical Hot Work, Heavy lifting activity, Shutdown activity etc. must have at least 1 (one) Safety officer/ Safety supervisor irrespective of number of employees. Contractor safety supervisor must report day to day basis to HURL plant safety head.Safety Supervisor shall possess a recognized regular Degree/ Diploma in Engg. or Tech. or degree in Science and One-year regular diploma in Safety from a government recognized/ approved institution with minimum two years of practical experience in process work environment. He/ She should possess requisite skills to deal with safety & fire related day -to-day issues.
- Pre-hire health checkup is mandatory as per HURL Health protocol in addition to this PME (Periodical Medical Examination) of all deployed manpower need to be done in every six months, record of same shall be maintained by the Contractors. All health checkup/ medical examination shall be done from registered medical practitioner/ NABH (National Accreditation Board for Hospitals & Healthcare Providers) approved Hospitals/ Healthcare centers as per the relevant rules/ laws of the State/ Central Government. For service engineer only, general physical examination including random blood sugar level test by Glucometer may be conducted by factory medical officer. Service engineer may refer their respective

company's valid medical record. Contactor should deploy workers after completion of medical check-up.

- Contactor engaged in transportation inside the works/plant must comply with all road safety rules and regulation-speed limits. The maximum speed for vehicle at construction site shall be 20 KMPH, except for slow moving vehicles such as Hydra cranes, cranes, excavator, JCBs etc. which will be 5 KMPH. The vehicles shall be parked on designated parking places. Parking of vehicles apart from designated parking may attract disciplinary action.
- All contractor employee must follow HURL gate pass system & ensure every worker inside plant has gate pass.
- Contractors shall ensure the safety induction to be taken from HURL F&S department for their all employees and refresh the same program in every six months also conduct Safety related training for all his workers and maintain records.
- The Contractor shall brief the visitors about HSE precautions which are required to be taken before their proceeding to site and make necessary arrangements to issue appropriate PPE like Safety Helmet, Safety Shoe, Safety Goggles, Hand gloves, ear plugs, etc. to the visitors. The Contractor shall always maintain relevant acknowledgement from visitor on providing him brief information on HSE actions.
- Contractor shall ensure that his personnel possess appropriate training to carry out the assigned job safely. The training should be imparted in language understood by them and should specifically be trained about potential hazards to which they may be exposed at their workplace measures available for prevention and elimination of these hazards.
- Contractor must follow Permit to Work (PTW) for jobs compulsorily as well as LOTO system shall be followed as per job requirement.
- Contractor has to follow safe working procedure(s) / work instruction(s) for the job awarded to him in consultation with the concerned person, User department & HURL Safety Officer.
- All portable tools and tackles like welding machines, cutting sets, electrical hand tools, chain pulleys, slings (web & wire rope), hydra, cranes, etc must be checked before site gate IN and certified by concerned authority before start using. All portable electrical tools and electrical supply should be through ELCB/RCCB of 30 mA duly tested for its working condition prior to use.
- Portable hand tools, lifting tools and lifesaving PPEs/devices (safety harness, fall arrestor etc.) must be checked and certified at every 6 months interval.
- Use of Hydra is banned at HURL site, you may use " Farana" for lifting the material. No marching is allowed with loaded Farana.
- No person allowed to sit inside the JCB/Farana/Earthmovers/Tractors/other lifting vehicles/crane etc. other than operators/drivers of that particular vehicles
- For all earthmover/JCB/Crane/Farana required heavy vehicle license for operation, if it is found that appropriate license is not available with the operator may lead to imposition of penalty to the contractor/operator.
- No material should be thrown at site from height.
- Do not use the JCB/excavators or Farana or crane or any others earthmovers for lifting personnel
- The Contractor shall be responsible for maintaining and updating all the legal documents and legal compliances round the clock.
- Incase, any person deployed by contractor suffers work injury or complaints of illness within the plant, the concerned person may be treated by the available medical / paramedical / Nursing personnel who have been appointed by the company. Subsequently subject to the decision and guidance of the company's medical officer the concerned person may be hospitalized at nearby hospital, in such cases the contractor will be responsible for all the expenses. In such events, all decisions taken by the HURL Medical officer, related to the treatment and/or hospitalization of the patient may be considered to be final and binding on all concerned.

- Contractor shall be responsible for insurance cover for its personnel as necessary under relevant rules. The Contractor shall be fully responsible for all safety measures to be taken for his workmen. In case of any accident, the contractor is liable for damages and compensation and all legal consequences arising there from
- Housekeeping at job site is compulsory.

Special Note:

1. Any deviation from any of above may lead to Consequence Management/Financial Penalty.
2. All Accidents must be immediately reported to HURL management. Any hide shall lead to consequence management.

#### 4) Penalty

The Contractor shall adhere consistently to all provision of HSE requirements. In case of non-compliance and also for repeated failure in implementation of any of the HSE provisions, HURL may impose stoppage of work without any cost & time implication to the HURL and /or impose a suitable penalty.

This penalty shall be in addition to all other penalties specified elsewhere in the contract. The decision of imposing stop-work-instruction and imposition of penalty shall rest with HURL. The same shall be binding on the Contractor. Imposition of penalty does not make the Contractor eligible to continue the work in unsafe manner. In such conditions, the Contractor must ensure the desired rectification and after inspection by HURL representative, the work may be resumed if found satisfactory.

The amount of penalty applicable for the Contractor on different types of HSE violations is specified below:

S. No	Violation of HSE Norms	Penalty
1	For not using Personal Protective Equipment such as safety helmet, safety shoe, safety glass (if applicable) etc.	Rs. 500/-per day/Item/Person
2	Working without Work Permit / clearance	Rs. 10,000/- per occasion
3.	Unsafe Electrical practices (Not installing ELCBs, poor jointsof cables, using naked wires without plug top in socket, laying wires/ cables on the roads, electrical jobs byincompetent persons, etc.)	Rs. 1000/- per unsafe act/conditionper day
4	Working at Height without full body harness, using substandard/ rejected scaffolding and not	Rs. 6,000/ per unsafe act

	arranging fallprotection arrangement as required, like hand rails, toe boards, std. access ladder life line, safety net etc.	
5	Unsafe handling of compressed gas cylinders (No trolley, Jubilee clips double gauge regulator, not keeping cylinders vertical during storage/ handling, not using safety cap of cylinders).	Rs. 500/- per unsafe act
6	Not using flash back arrestor on both the hoses/ tubes on both ends.	Rs. 1000/- per Occasion
7	No fencing/ barricading for excavated site/ trenches.	Rs. 3000/- per Unsafe act
8	Not providing shoring/ strutting/ proper slop and not keeping excavated earth at least 1.5M away from excavated area.	Rs. 5000/- per Occasion
9	Traffic rules violations like over-speeding of vehicle, rash driving, talking on mobile phone during vehicle driving, vehicle operation without appropriate driving license, wrong parking, not using seat belt, vehicle not fitted with reverse horn / warning alarms/ flicker lamps during foggy weather.	Rs. 2000/- per Unsafe act
10	Failure to maintain HSE record by contractor safety personnel, in line with approved HSE plan/ procedure/contract specifications.	Rs. 5,000/- per month.
11	Failure to carry daily site safety inspection (by Contractor's safety engineer/ safety officer),	Rs. 5,000/- occasion.

	internal HSE meeting,internal HSE awareness/ motivation program, site HSE training and HSE audit at predefined frequency (as approved in HSE plan)	
12	Poor housekeeping at respective site/offices	Rs. 5000/- per occasion
13	Failure to report and follow up accident (including near miss) reporting system within time-frame.	Rs. 20,000/- per Occasion
14	Degradation of environment (not confining toxic spills, spilled oil/lubricant on the ground etc.)	Rs. 10,000/- occasion
15	Violation of any other safety conditions, e.g. improper welding booths, not keeping fire extinguisher at hot work site, not keeping fire extinguisher at hot work site, unsafe rigging practices, non-availability of first-aid box at site, not using hood with respiratory devices by blaster for shot/grit blasting etc.)	Rs. 5,000/ per occasion
16	Failure to carry out Safety Inspection/ Audit in time (internal & external), close out of identified shortfalls of Observations of Safety Aspect (OSA), etc.	Rs. 10,000/- per Occasion
17	Carry out sand blasting instead of grit/shot blasting	Rs. 10,000/ per day

18	Failure to deploy adequately qualified and competent safety officer/ Supervisor.	Rs. 5,000/- perweek till deployment
19	Utilization of hydra crane/ back-hoe loader for materialshifting or any other unauthorized/ unsafe lifting works.	Rs. 20,000/ perOccasion
20	Any accident/ incident/LTI at HURL site has been caused because of willful negligence or gross violation of safety measures / provision on the part of the contractor or any of its sub-agencies.	Rs. 10, 000, 00/ per occasion.
21	Any Fatal accident at HURL site has been caused of willful negligence or gross violation of safety measures / provision on the part of the contractor or any of its sub-agencies.	Heavy Penalty as per decision by HURL Management
22	Any HSE violation not covered above.	Shall be decided by HURL

Contractor shall make their site engineer/ supervisor fully aware of the fact that they keep track with the site workmen for their behavior and compliance of various HSE requirements, safety lapses/ defects of project site shall be attributable to the concerned job supervisor/engineer of the contractor, (who remains directly responsible for safely executing field works). For repeated HSE violations, concerned job supervisor/ engineer shall be reprimanded or appropriate action, as deemed fit, shall be initiated (with an information to HURL) by the concerned Contractor.

Apart from the above safety guideline, any specific site activity / requirement/instruction given by EIC/concern department, shall be followed by contractors

## 5) Annexure-1

IMS Policy

## 6) Annexure-2

Details of 08 Minimum Safe Behavior (MSB)

MSB#1 Distracted Driving or Machinery Operation:

No person must text or talk on a cell (mobile) phone while operating machinery, driving vehicles or walking through the factory, warehouse or facility yard. No person shall smoke outside of designated areas.

**MSB#2** Before starting any task, assess risk associated with the task/machinery:

No work can be started without assess risk and control measure in place.

**MSB#3** Lock out/Tag out:

No person must work on any piece of equipment that they have not personally insured is de-energized, isolated and put in place their own approved locking device and tag. No person must remove a locking device that is not their own without appropriate checklists and approval from facility management.

**MSB#4** Safe Work Permits:

**Confined Space:** No person must enter a vessel unless all routes from which hazardous material can enter are disconnected and blanked, the atmosphere in the vessel is checked, prescribed PPE is worn, a lifeline is present a harness is worn, a standby person is in place and a safe work permit is issued.

**Hot Work:**

No person shall conduct hot work activities outside of a designated shop area without a safe works permit being issued.

**Work at Height:**

No person must conduct work at elevated heights unless prescribed fall protection is worn and a safe work permit is issued.

**MSB # 5** Seatbelts:

People must wear seatbelts on site or when on company business, where provided, in vehicles (including forklifts, cars, trucks, etc.).

**MSB # 6** Personal Protective Equipment:

People must obtain and use personal protective equipment (PPE) appropriate for the work tasks performed, and must periodically inspect and replace such PPE as necessary. Examples include, hardhat, harness for Work at heights, protective clothing for Hot Material Handling, respirators and hearing protection.

**MSB # 7** Drugs and Alcohol:

No person must operate machinery or drive a vehicle while under the influence of drugs or alcohol. The individual if tested must be 0 or negative.

**MSB # 8** Reporting of Incidents:

People must report all H&S incidents within 48 hours of incident.