



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

Instructions for Online Bid Submission:

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

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

1.0 REGISTRATION

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

2.0 SEARCHING FOR TENDER DOCUMENTS

- 2.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date,



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Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

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

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

3.0 PREPARATION OF BIDS

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

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

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

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



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and again. This will lead to a reduction in the time required for bid submission process.

4.0 SUBMISSION OF BIDS:

- 4.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 4.3 Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4.4 Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents.
- 4.5 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 4.6 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 4.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening.



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The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.

- 4.8 Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 4.9 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 4.10 Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 4.11 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- 4.12 The Bidder is allowed to re-submit the Bid and related Bid documents before the last date of Bid submission and time. The Bid can be re-submitted as many times as required by the Bidder, within the indicated timelines. The last version of the Bid submitted by the Bidder before the Bid submission date and time will be considered for Bid evaluation.
- 4.13 The Bidder is permitted to withdraw his Bid before the last date of Bid submission and time through the CPP Portal. The bidder should provide the supporting reasons for bid withdrawal and attach the supporting letter to the Purchaser.
- 4.14 Shortfall documents: After evaluation of the uploaded documents, shortfall documents, if required, shall be sought from the bidder. For this purpose, maximum 1 chance shall be given. If the techno-commercial acceptability of bidder is established upon verification of uploaded documents and shortfall documents if any, the case shall be considered for further processing. If the bidder happens to be defaulter upon verification of the documents or has not



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uploaded the required document within the mentioned time frame his bid would be analyzed based on the uploaded documents and if found not in order as per requirement, would be outrightly rejected.

5.0 ASSISTANCE TO BIDDERS

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

0120-4001 062

0120-4001 002

0120-4001 005

0120-6277 787

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

E-mail support:

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

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

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

6.0 Reverse Auction

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

- Bidders shall login using their login ID & Password and then using DSC.
- Click on My Auctions button given in left side of page, to view Action details for which Techno-Commercially qualified.
- For participating in Live Auction,
 - Click on Live Auction Button.
 - Click on View button to participate in interested Auction.
 - There is List of qualified Lots in which Bidder can participate against selected Auction.
 - Click on Hammer Icon to participate in the respective lot.



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- On clicking Hammer Icon, system will show Start price, Decremental (or incremental) price and Current price against lot. Current Price is appears as Blank in case no bidder has offered price.
- Enter your Price in 'My Auction Price' in multiples of decremental (incremental) value up to above (below) Max Seal % value, and then sign it digitally by clicking on Sign Icon and Click on submit button.
- System will show your Latest Value / Price Quoted and system will also show Least Amount/ Rate which any Bidder would have quoted.

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

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

The Reverse Auction will be normally initiated after Opening of Price Bids. There will be no participation fees for Auction. Only such bidders - who have been found techno-commercially qualified as per requirements of the tender will be permitted to participate in the Reverse Auction.

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

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

- II. The lowest value quoted by the bidder will become the auction start price for auction and the participant bidders have to quote below the auction price.
- III. The Bidder would be allowed to bid lower than the opening price of auction in multiples of the decrement value mentioned in para V. However, bidder can only bid lower than the Lowest Bid .
- IV. The auction will be done on bid value (to be provided by bidder) which will be derived based upon cost as mentioned in para below. It is inclusive of any taxes, etc.



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- V. The minimum decrement value will be Rs. 1,000.00 as mentioned in clause VII below. The reduction shall have to be made as per decrement value or in multiple thereof.
- VI. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:
- a) Current Bid Price in the Auction.
 - b) Start Price.
 - c) Decrement value.
- At no point of time will any bidder see the names of other bidders, or the prices of bidders other than the lowest bid.
- VII. In case of Reverse Auction, in order to displace a standing lowest bid and to become "L1", a bidder can offer a minimum bid decrement or in multiples of decremental value up to above Max Seal %.
For ex : Current price :- Rs. 49,000 Decrement value: - Rs. 1000 System Defined Maximum Seal % :- 50, in this case a bidder can quote minimum decrement amount as Rs 49,000-1000= Rs. 48,000 and maximum decrement amount is 49000-24500- 1000=23500=24000* .
- VIII. A bidder can continue to revise his bid till the auction ends. However, the Bidder cannot quote/Bid equal to the Leading / Lowest Bid. He must always quote lower than the Leading/Lowest Bid site.
- IX. The evaluation criteria is based on Price alone in auction. The Bidder who quotes the lowest evaluated Price is determined as the lowest bidder.
- X. System protects bid and bidder information till auction gets over and displays current L1 price to the bidder.
- XI. Initial period of reverse auction will be two hours in the slot of 10 minutes. There will be auto extensions of time every time by ten minutes in case of any reduction recorded in the last ten minutes. The reverse auction will come to a close only when there is no further reduction recorded in the last ten minutes slot in any site i.e. after 1 hour 50 minutes.
- XII. The log details of the entire reverse auction process will be generated by the system once the process of reverse auction is completed.
- XIII. If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the price bid shall be considered as the final price of that bidder in applicable site. The status of the bidder (L1, L2 etc) against



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each site shall be evaluated considering either the bid price submitted in Reverse auction or the Price quoted in the price bid, whichever is lower.

- XIV. Since, reverse auction is a sequel to e-tender, the process of finalizing the tender upon completion of reverse auction will be same as the tender process without reverse auction.
- XV. The bid history shall reflect only the bid value inclusive of taxes. The value will not be same for two bidders even if any bidder makes such an attempt in the bidding.
- XVI. Only the chronologically last price bid submitted by the bidder till the end of the auction shall be considered as the valid price bid of that bidder for the site. Any bid submitted earlier by the bidder prior to submission of his last bid will not be considered as the valid price bid.
- XVII. Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned.
- XVIII. All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder against that site and acceptance of the same by HURL will form a binding contract between HURL and the bidder for entering into a contract.
- XIX. If the lowest price received during reverse auction is unreasonable or it is unacceptable on ground of being too high compared with estimated price, the HURL management reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable, HURL may not accept such bid and may go for another tender process.
- XX. In case of disruption of service at the service provider's end while the RAP is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be the 'Start Bid' price for the restarted RAP. The prices quoted in the prematurely ended RAP will be binding on all the bidders for consideration, if the restarted RAP does not trigger within the stipulated time.
- XXI. However, if Reverse Auction does not lead to any bid, HURL shall reserve the right to award the job based on the lowest prices quoted in online commercial bid.



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- XXII. The successful bidder needs to submit the revised BoQ in line with price quoted by him in reverse auction. The ratio of percentage decrease in cost of each component shall be same as the overall percentage reduction in the bid value originally quoted by successful bidder and final L1 value quoted by successful bidder against the site.
- XXIII. The detailed Break-up of offered cost, provided by the successful bidder shall be considered and order, if placed, shall be with the same break-up of prices. The successful bidder(s) after reverse auction will be responsible to ensure that the rate as per the breakup of prices provided by him after the reverse auction and total value offered by him in the reverse auction are in same proportion. The successful bidder will not be allowed to increase the rate of any component while submitting the breakup. While giving the break up, the successful bidder will have to consider same rate of taxes as quoted while submitting the commercial bid. In case the successful bidder(s) fail(s) to submit the final BoQ within 3 days or the break up given by bidder does not match with total offered price, the HURL will be at liberty to place order by proportionately reducing the component rates on basis of the breakup of the e-auction bid submitted by the successful bidder along with the initial offer and the same will be binding on the successful bidder.

7.0 Fraud Prevention Policy of HURL

The Bidders/ Service Providers/ Vendors/ Consultants etc. shall strictly adhere to the Fraud Prevention Policy of HURL displayed on its website <http://www.hurl.net.in> and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities and immediately apprise HURL of the fraud/suspected fraud as soon as it comes to their notice. A certificate to this effect shall be furnished by the bidder along with his bid, in relevant attachment as per format enclosed (**Refer Annexure-J**) with the Tender Document.

8.0 BENEFITS TO MSEs

Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006, for goods produced and services rendered, shall be issued the bid documents free of cost and shall be **exempted from paying Earnest Money Deposit. However, they are required to send the exemption certificate before**



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the last date of submission of bid to the below mention address . failing to which there bids are liable for rejection: -

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

However, in case of tenders where splitting of quantity is not possible, participating MSEs quoting price within price band of L1 + 15 percent shall be allowed to execute the package by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise. The award shall be made as follows:

- a) Award shall be given to L1 bidder if L1 bidder is a MSE.
- b) In case L1 bidder is not a MSE, then all the MSE vendor(s) who have quoted within the range of L1 + 15%, shall be given the opportunity in order of their ranking (starting with the lowest quoted MSE bidder and so on) to bring down its price to match with L1 bidder. Award shall be placed on the MSE vendor who matches the price quoted by L1 bidder.
- c) If no MSE vendor who has quoted within range of L1 + 15% accepts the price of L1 bidder then the award shall be made to the L1 bidder.

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

As per answer to FAQ no. 29 circulated vide Office Memorandum F. No. 22(1)/2012-MA dated 24.10.2016 "The benefits of Public Procurement Policy should be given to all eligible MSEs irrespective of relevance of product category and as per Sl. No. 3 of FAQ."

MSEs seeking exemption and benefits should enclose/submit/upload a attested/self-certified copy of registration certificate as a part of his bid, giving details such as



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stores/services, validity (if applicable) etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

Note: Please refer Special Conditions of Contract for specific tender provisions w.r.t. the splitting/ non-splitting of the quantity under the tender.

9.0 PREFERENCE TO MAKE IN INDIA AND GRANTING OF PURCHASE PREFERENCE TO LOCAL SUPPLIERS

Bidders are required to refer **Annexure-K** in this regard. The minimum local content shall be 50%.

“Bids which do not meet the Minimum Local Content as mentioned above for the offered Item shall be considered non-responsive and shall be outrightly rejected.”

Bidders are required to furnish the declaration regarding local content as per the **Annexure-L** for granting of purchase preference.

In case a bidder does not submit the aforesaid declaration or no value is indicated by the bidder or statement/any declaration like 'later', 'to be furnished later', 'NA' etc. are indicated by the bidder against value/percentage of local content, then **the bidder shall not be considered as a local supplier and its bid shall be considered non-responsive and shall be outrightly rejected.**

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

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SPECIAL CONDITIONS OF CONTRACT (SCC)

1.0 Detailed Scope of work:

As mention in **Clause 1** of Technical Specifications/Scope of Work.

2.0 Bid Price

Bidders shall quote the per bag delivered price at each specified destination in the Schedule of Rates (SOR) including but not limited to costs related to transportation, transit insurance, unloading at destination and other statutory levies on finished bags, any other taxes, duties, levies (Except GST). GST as applicable seven days prior to Techno-Commercial bid opening shall be quoted by bidder(s) separately at the relevant space provided in the SOR.

2.1 Price Basis

Price to be quoted shall be firm and subject to no escalation whatsoever during the contractual completion period including extended period. Bid with variable price will not be accepted.

2.2 Validity of Bids

The bids must be kept valid for acceptance for 120 (one Twenty) days from the Techno-Commercial bid opening date.

3.0 Eligibility Criteria:

Minimum requirement against each of the above criteria would have to be fulfilled by the bidder, for being considered further. In case bidder does not meet the minimum requirement against any one of the criteria, their application shall be rejected outright.

- Number of years of bag manufacturing experience (to be calculated from the date of registration/ incorporation of the bidding entity)
- Bag Manufacturing capacity
- Financial performance



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Sl. No	Criteria	Documents required
1.	Experience: The bidder must be a registered entity in India (proprietorship, partnership or public company) & shall have a minimum experience of 3 years in supply of PP bags as on the date of techno-commercial bid opening	<ul style="list-style-type: none"> • Certificate of Incorporation • Copy of Registration Certificate of Industrial Unit/ License to work, clearly mentioning the year of establishment • Copy of GST registration • Copy of PAN card.
2.	Manufacturing capacity: The bidder shall have a minimum total annual manufacturing capacity of 25 lakhs PP bags as on the date of techno-commercial bid opening	<ul style="list-style-type: none"> • Certificate of annual plant (s) manufacturing capacity from statutory auditor of the bidder
3.	Financial Performance: The bidder shall have a minimum annual turnover of 1 Cr. In each of the past 3 years (FY 2018-19, FY 2017-18 & FY 2016-17)	<ul style="list-style-type: none"> • Audited Balance sheet for last three years
4.	Work Order: The bidder must have a workorder/PO for manufacturing and supply of PP or BOPP film laminated PP bags of a Fertilizer or/and Seed Marketing company in India having minimum INR 5000 crore of annual turnover in any of the last 3 years i.e. 2016-17, 2017-18, 2018-19.	<ul style="list-style-type: none"> • Copy of Work order

. PP- Polypropylene & BOPP - Biaxially Oriented Poly Propylene

4.0 EARNEST MONEY/ SECURITY DEPOSIT:

4.1 Bidders shall have to deposit earnest money of **Rs. 79,000/-** (Rupees Seventy Nine Thousand Only) **electronically by RTGS/** in the account of HURL or in the form of crossed demand draft/ pay order only in favor of "Hindustan Urvarak & Rasayan Limited, Delhi" from any scheduled/ nationalized bank, payable at Delhi. Tenders received without earnest money shall not be entertained and shall be summarily rejected.



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4.2 The earnest money shall be forfeited if the Bidder withdraws/ amends, impairs and derogates from the tender.

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

4.4 The Earnest money will be forfeited in the following conditions:

(a) If at any stage, any of the information/ declaration given by the bidder is found to be false.

(b) If a bidder withdraws his bid during the period of bid validity period specified in the terms and conditions of tender.

(c) In case of any selection of bidder, if he fails to enter in to the contract or fails to furnish his responsibilities as mentioned in the above referred clauses of the tender document.

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

4.6 RTGS details of HURL as under:

Account Name-Hindustan Urvarak & Rasayan Limited
Account no-38863886798
IFSC code- SBIN0004803.

4.7 Exemption from submission of EMD:

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



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5.0 Performance Bank Gurantee

- (a) The successful bidder will have to furnish a Performance Security Guarantee Deposit in form of a Bank draft payable in favor of "Hindustan Urvarak & Rasayan Limited" at New Delhi or a Bank Guarantee for an amount equivalent to 10% of the value of Contract Price (excluding GST) valid for 15 (12 months contract period plus 3 months claim period) months within 15 working days from the issue of notification of award.
- (b) This guarantee will be for faithful performance of the contract in accordance with the terms and conditions and technical specification specified in the contract bid documents.
- (c) Bank Guarantee is to be submitted in the format prescribed by HURL in this Bid Document **Annexure-H**. Bank Guarantee shall be irrevocable and it shall be from the enclosed list of the Banks in India at **Annexure-H1**.
- (d) The Performance Security Guarantee deposit issued by issuing bank on behalf of the bidder in favour of "Hindustan Urvarak & Rasayan Limited" shall be duly attested to be stamped in accordance with Stamp Act.
- (e) In case of failure to the compliance of any of the provisions of the contract, the PBG in full or in part may be forfeited by Hindustan Urvarak & Rasayan Limited, Delhi.
- (f) Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money Deposit (EMD).
- (g) The Bank Guarantee shall remain valid for a period of three months beyond the original contract period and shall be renewed for a further period, if required so. Performance Bank Guarantee (submitted in any form) will be discharged and returned to the successful tenderer after satisfactory performance of the contract during entire contract period from the date of commencement of service. However, the contractor will have to apply in writing, for refund of the same.



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

6.0 Delivery Schedule

As mention in **clause 1 e)** of Technical Specifications/Scope of Work.

7.0 Taxes and duties

7.1 The Bidder shall include all the taxes, duties/ levies etc. (except GST) in their quoted rates / prices in SOR. GST as applicable seven days prior to Techno-Commercial bid opening shall be quoted by bidder(s) separately at the relevant space provided in the SOR.

The GST shall be payable to the bidder only up to the amount as quoted by the bidder.

(a) In case of any statutory increase/decrease in the GST on the finished bags only, beyond the rates prevalent as on seven days prior to the date of techno-commercial bid opening but within the contractual period for PP Bags, the Suppliers will give a certificate quoting the number and date of the notification and the effective date for the change and furnish a copy of the notification for any such increase/ decrease. Any such increase in the GST or any statutory new imposition of GST will be to HURL's account within the Contractual period. Similarly any benefit of statutory decrease in the rate of GST would be passed on to HURL by the suppliers within the Contractual period.

" This shall be applicable for parties actually paying such levies and not for those who are exempted fully from such levies."

The benefit due to Set-off of GST if any, shall be taken by HURL and the same shall not be considered while evaluation of bids.

7.2 The Contractor has to submit / furnish all necessary documents / information to enable claim the input credit benefit, if any, under GST rules.

8.0 Evaluation of Bids

Qualification

HURL, by the examination of Techno-Commercial Bid, will determine to its satisfaction whether the participating bidders are qualified to satisfactorily



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perform the contract in terms of the qualifying requirements stipulated in clause 3.0 of SCC.

An affirmative determination of meeting the qualifying requirements will be a prerequisite for further evaluation of Techno-Commercial bid. A negative determination will result in rejection of the Bidder's Techno-Commercial Bid in which event HURL will not open the Price Bid of the concerned bidder and his EMD shall be returned.

Techno-Commercial Evaluation

Bids shall be scrutinized on Techno-Commercial parameters as mentioned in clause 15.3 of NIT. Bidders are required to submit fully compliant bid. The bidders are required to furnish no deviation certificate in conformity to same. The bidder who has not submitted/ furnished such certificate as per requirement of tender document, their price bid shall not be opened. However, clarifications shall be sought from bidder for any shortcoming found in their Bid **only once**. The bids along with clarification received by bidder shall be considered for techno-commercial evaluation. The PRICE BID shall be opened only of those bidders whose bid would have been considered techno-commercially accepted.

Price Bid Evaluation

Bidders shall quote the per bag delivered price at each specified destination in the Schedule of Rates (SOR) including but not limited to costs related to transportation, transit insurance and other statutory levies on finished bags, any other taxes, duties, levies (Except GST). GST as applicable seven days prior to Techno-Commercial bid opening shall be quoted by bidder(s) separately at the relevant space provided in the SOR/**BOQ**. Price bid(s) of the bidder(s) shall be evaluated on the basis of SUM-TOTAL of bidder's quote for all the three destination(s) which shall be derived by summation of the GRAND TOTAL quoted by bidder for each destination which is inclusive of GST, as quoted by bidder in SOR.

The lowest evaluated price (cumulative for all the three destinations) of the technically qualified bidder shall be considered for initiating of Reverse Auction (RA) Process and the Lowest Received Price of the bidder after the completion of Reverse auction shall be considered for award as under:

- i) Among all qualified and substantially responsive bids, the lowest evaluated bid after RA will be termed as L1.



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- ii) If L1 bid is from an MSE who is also a local supplier, the contract will be awarded to L1.
- iii) If L1 bid is from a Local supplier who is not an MSE,
 - 75% of the order quantity for each destination shall be awarded to L1.
 - Thereafter, all qualified MSE bidder(s), whose Evaluated Bid Price is within the range of +15% of the lowest evaluated (L1) price shall be eligible for an opportunity to match the lowest evaluated (L1) price. If more than one MSE bidders agree to match the lowest evaluated (L1) price, they will be considered for award of up to 25% (collectively among such MSME bidders) of the order value and, for the quantity specified in Technical Specifications for each destination and, for the purpose of award of contract, the same shall be equally divided amongst the MSE bidders who have agreed to match the lowest evaluated (L1) price.
 - In case some quantity is still left uncovered, then such balance quantity may also be ordered on the L1 bidder.
- iv) For the purpose of matching of lowest evaluated bid (L1) price, the local supplier / MSEs would have to necessarily reduce all components of the quoted price on pro-rata basis. The reduction should not apply on the evaluation loading on account of functional guarantees and other loadings (if any, which are not dependent on quoted price). The summation of the revised/ reduced quoted price and the evaluation loading on account of functional guarantees and other loadings (if any) shall be equal to the lowest evaluated bid (L1) price.

The management reserves the right to accept/ reject any or all tenders without assigning any reasons whatsoever.

9.0 Payment Terms & Documents required for Payment:

Payment for individual deliveries shall be released on its completion and on submission of requisite documents like GR, Invoice, Packing List, Test Reports



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etc. Payment shall be released within 30 days of bill submission after certification by Engineer-In-Charge (EIC).

10.0 Price reduction clause

- i. In the event of bags not being delivered within the specified period, other than for reasons of Force Majeure HURL shall, for such delayed supplies, deduct a penalty of 1 (one) percent per week of delay or part thereof on the delayed supplies subject to a maximum of 5 (five) percent of the total value of the delivery order under which such supplies have been delayed.
- ii. Without prejudice to the provision contained in Clause (j)i here-in-above, in the event of delivery is delayed beyond 60 days, for reasons other than Force Majeure HURL shall have the option to cancel the contract either in part, or in full. HURL also retains the option of debarring the supplier from participating in future tenders, and forfeiture of Security Deposit and / or EMD in full.
- iii. Notwithstanding anything contained to the contrary in the Purchase order, in the event of the failure on the part of the supplier to adhere to the delivery schedule specified in a DO, HURL have the right to purchase the remaining quantity of bags under the Purchase Order from other sources at the risk and cost of the supplier and the supplier shall also be liable to make good to HURL any loss or damage suffered by HURL directly or indirectly as a result of failure of the supplier to supply the bags
- iv. If the supply is consistently of poor quality, or in case more than 25% of the bags in a consignment, do not meet the minimum quality requirements, HURL., shall be at liberty to exercise the following options at their sole discretion:
 - To cancel the balance quantity on order and/or buy the same balance quantity of material at the risk and cost of the vendor. The vendor's liability shall be unlimited in this regard.
 - And/or the vendor may be blacklisted from the participation in any future tenders of HURL, and would be accordingly informed.

11.0 Termination of Contract

The Contract is liable to be terminated if the Contractor:



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- 1) becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets
- 2) makes an arrangement with or assignments in favour of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or
- 3) abandons the work; or
- 4) persistently disregards the instructions of HURL; or
- 5) fails to adhere to the agreed schedule of work; or
- 6) assigns or sublets the work in whole or in part thereof without prior written consent of HURL; or
- 7) defaults in the performance of the contract; or
- 8) At any time contractor makes default in proceeding with the work/job under the contract with due diligence and continue to do so after a notice issued by HURL; or
- 9) If the contractor obtains the contract with HURL as a result of ring tendering, or with illegal measures;
- 10) Information submitted by the contractor is found to be incorrect.

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

CONSEQUENCES OF TERMINATION

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

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



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12.0 Force Majeure

Neither party shall be liable for any claim on account of any loss, damage or compensation, whatsoever, arising out of any failure to carry out the terms of this contract where such failure is caused due to war; rebellion, mutiny, civil commotion, fire riot, earthquake, drought, floods, crop failure, epidemic, or Act of God or due to any restraint or regulation of the State or Central Government or a local authority/authorities provided a notice of such occurrence is given to the other party in writing within 10 days from the date of occurrence of the force condition, furnishing therewith a documentary evidence supporting the invoking of the force majeure clause. On cessation of the force majeure the party invoking force majeure shall inform the other party of the period for which the force majeure condition continued and shall also give documentary evidence thereof to this effect.

The Contractor shall provide justification by documentation countersigned by the local chamber of commerce.

13.0 ENGINEER-IN-CHARGE/ ENGINEER

Engineer-in-Charge/ Engineer shall mean the officer appointed by HURL to act on its behalf for any or all matters pertaining to the work to be carried out by you under the scope of this contract. Unless otherwise directed, Mr. Atul Bhandari, Manager (Marketing) shall act as the Engineer-in-Charge/ Engineer for this work.

14.0 Dispute Resolution

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

14.1 Arbitration

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

Except where otherwise provide in the contract all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning , operation or effect of the



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contract, or out the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract to be referred to MD, HINDUSTAN URVARAK & RASAYAN LIMITED for appointment of Arbitrator.

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

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

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

15.0 Signing the Contract Agreement

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

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

16.0 Obligation of the Bidder

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

16.1 Transit Insurance and Deduction of Statutory Levies from Transporters



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Since it will be supplier's responsibility to deliver the material at destination. HURL will not take any transit insurance. In other words the supplier is responsible for safe arrival and uploading of the material at site. Responsibility of deduction of statutory levies like TDS from transporters will be that of supplier.

17.0 Governing laws

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

18.0 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

19.0 Subletting of Contract

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

20.0 Secrecy

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



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21.0 Research and Development

The supplier shall render all assistance and facilities to HURL with regard to research and development work relating to the modification of the quality and design specifications of the bags and shall also render all possible assistance to HURL in carrying out manufacturing trials if any, when required by HURL.

22.0 CLAIMS

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

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

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

XXXXXXXXXXXXXX



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Annexure-A

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

AFFIDAVIT

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

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

Deponent

Verification

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

Deponent



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Annexure-B

Format For Electronics Payment

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

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

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

Authorized signatory of the bidder

Name

Designation

Date



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Annexure-C

TENDER ACCEPTANCE LETTER

(To be given on Company Letter
Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: - **Procurement of 5 Lakh Promotional Bags**

Dear Sir,

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)



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Annexure-D

NO DEVIATION CERTIFICATE

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

1. With reference to our Bid (Reference No. dated) for **Procurement of 5 Lakh Promotional Bags for HURL**, New Delhi, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendments(s) / Clarification(s) / Addenda / Errata (if any) issued by the Owner prior to opening of Techno – Commercial Bids and the same has been taken into consideration while making our Techno – Commercial Bid & Price Bid and we declare that we have not taken any deviation / exceptions in this regards.
2. We further confirm that any deviation variation or additional conditions etc or any mention, contrary to the Bidding Documents and its Amendments(s) / Clarification(s) / Addenda / Errata (if any) as mentioned at 1.0 above found anywhere in our Techno – Commercial Bid and / or price Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing which the Bid Security shall be forfeited.

For and on behalf of :

Stamp & Signature :

Name :

Designation :

Date :

(Sign with seal of bidder)



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Annexure-E

**“Procurement of 5 Lakh Promotional Bags”
PROFORMA OF CERTIFICATE
(TO BE SUBMITTED BY CEO/MD OF THE BIDDING COMPANY ON
COMPANY'S LETTER HEAD IN ORIGINAL)**

Ref. :

Date:

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

Sub:

Bidding Doc. No.

Dear Sir,

I, Mr. (CEO of the company / MD of the company),
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/ PBG.

Yours faithfully,

(Signature)

Date

Name & Designation.....

Place

Name of the Company.....

(Seal of Company)



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Annexure-F

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

A1) For Destination HURL Gorakhpur, Uttar Pradesh

S No.	Description (A)	Quantity (B)	Unit (C)	Delivered Cost per Bag (in INR) (D)	Applicable GST Rate (in Percentage) (E)	Grand (Quoted (in INR) {F1 = B x D* (1+E/100)}	Total price)
1	Promotional Bag as per the specifications	2,00,000*	No.				

A2) For Destination HURL Barauni, Bihar

S No.	Description (A)	Quantity (B)	Unit (C)	Delivered Cost per Bag (in INR) (D)	Applicable GST Rate (in Percentage) (E)	Grand (Quoted (in INR) {F2 = B x D* (1+E/100)}	Total price)
1	Promotional Bag as per the specifications	2,00,000*	No.				

A3) For Destination HURL Sindri, Jharkhand

S No.	Description (A)	Quantity (B)	Unit (C)	Delivered Cost per Bag (in INR) (D)	Applicable GST Rate (in Percentage) (E)	Grand (Quoted (in INR) {F3 = B x D* (1+E/100)}	Total price)
1	Promotional Bag as per the specifications	1,00,000*	No.				



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TOTAL QUOTED PRICE (In INR): F1+F2+F3

Note:

- **This quantity is to be considered for evaluation purpose.**



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Annexure-G

Technical Specifications/ Scope of Work

1. Scope of Work & Specifications

a. Quantity of bags for this tender:

The quantity of bags to be procured is **5 lakhs** for promotional purpose, at HURL Plant Offices.

b. Period of Contract:

The period of contract shall be initially for a period of twelve months.

c. Design & Color scheme of the bags shall be as per annexure 3 (attached)

d. Bag Specifications shall be as follows:

S.No.	Parameters	Description	Variation	Unit	
1	Weight	Bag	+/-8%	GM	37
2	Bag Size	Length	+10%/- 5%	MM	406
		Width	+10%/- 5%	MM	305
3	Tensile Strength		Min	KGF	800
4	Mesh		.+-1	Per SqIn	10X10
5	Stitches		.+-3	DM	13
6	Grade/Thickness of BOPP** film Laminated PP* bags with glossy finish	Fabric	PP* Reliance HO30SG		
		Lamination On Material	LDPE*** Reliance Grade 1070 LA17 PP Film grade 350FG		
		BOPP Film	Thickness 15 micron		
		Handle	Same as above fabric, Material for Lamination, BOPP Film		
		Color	As per annexure 3 attached		

*PP - Polypropylene **BOPP- Biaxially Oriented Polypropylene

***LDPE - Low Density PolyEthylene

e. Delivery schedule

The month & location-wise delivery schedule is given in **Annexure- 1**.



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However, the delivery plan mentioned is tentative and there may be an increase/decrease in quantities across States, at the discretion of HURL. In such a case, HURL shall intimate the supplier 30 days in advance. In case of a change in delivery location, the delivered price quoted for that particular location shall be considered for the purpose of payments to supplier.

Monthly supply should be completed within a period of **30 (thirty) days** from the date of confirmation for the monthly quantities, and supplier would take into account the time taken in transit from the supplier's works to the destination while making dispatches. If the 30th day falls on Sunday or HURL's office holiday, the next working day would be counted. However, if required HURL may reduce above mentioned delivery time to meet its demand on mutual consent.

f. Special Condition

The special conditions are given below :

- During the contract period, before manufacturing any lot (Minimum Lot Size -50000 bags), a sample of 10 bags have to be sent to HURL corporate office in New Delhi for verification of proof reading, colour, look and feel of the bag. Bags will be manufactured only after verification by Engineer- In-Charge (EIC).
- 30 days time for supply of bags will start after the bags have been approved by EIC.

g. Price Quotation

The prices should be quoted in the format as given in Annexure 2 and prices should be:

- Delivered price at HURL Plant offices, as the case may be
- Per bag
- Firm without any escalation for the period of the contract.
- including statutory levies on finished bags.

Rate of GST applicable on the date of submission of the tender should be clearly mentioned in the tender (Price Bid). Payment shall be made at the rates applicable at the time of supply against documentary evidence. However, in case of delay in supply, and if there is increase in Statutory Levies, HURL shall restrict the payment of Statutory Levies as prevalent on the delivery date mentioned in the Purchase Order or Amendment(s) thereto. In case, if there is reduction in levies, HURL shall pay at actuals. Bidder shall submit to HURL necessary documentary evidence as may be required to enable HURL to determine the rates of Statutory Levies applicable on the contractual delivery date.



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h. Mode of Dispatch

The Bags shall be dispatched by road on freight and should be delivered at mentioned HURL plant destinations. The vendor shall be also required to undertake unloading of bags at the required destination points.

i. Notification of Dispatch

Immediately on dispatch, the bidder should forward documents to HURL as under:

Two hard copies of Invoice should be forwarded along with delivery challan and packing list directly to Sr.Manager -Marketing, HURL, Core 4, 9th floor, Scope Minar, Delhi – 110092

j. PENALTIES:

- i. In the event of bags not being delivered within the specified period, other than for reasons of Force Majeure HURL shall, for such delayed supplies, deduct a penalty of 1 (one) percent per week of delay or part thereof on the delayed supplies subject to a maximum of 5 (five) percent of the total value of the delivery order under which such supplies have been delayed.
- ii. Without prejudice to the provision contained in Clause (j)i here-in-above, in the event of delivery is delayed beyond 60 days, for reasons other than Force Majeure HURL shall have the option to cancel the contract either in part, or in full. HURL also retains the option of debarring the supplier from participating in future tenders, and forfeiture of Security Deposit and / or EMD in full
- iii. Notwithstanding anything contained to the contrary in the Purchase order, in the event of the failure on the part of the supplier to adhere to the delivery schedule specified in a DO, HURL have the right to purchase the remaining quantity of bags under the Purchase Order from other sources at the risk and cost of the supplier and the supplier shall also be liable to make good to HURL any loss or damage suffered by HURL directly or indirectly as a result of failure of the supplier to supply the bags
- iv. If the supply is consistently of poor quality, or in case more than 25% of the bags in a consignment, do not meet the minimum quality requirements, HURL shall be at liberty to exercise the following options at their sole discretion:
 - To cancel the balance quantity on order and/or buy the same balance quantity of material at the risk and cost of the vendor. The vendor's liability shall be unlimited in this regard.



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- And/or the vendor may be blacklisted from the participation in any future tenders of HURL, and would be accordingly informed.

k. Transit Risk

It will be the responsibility of the bidder to deliver the bags of the specified quality at the destination. All losses or damages in transit will be to the vendor's account. Trucks arriving without the required documents such as GR, Invoice, Packing List, Vendor's challan, Test Reports etc., and bringing mixed lots shall not be accepted.

l. Inspection/ testing

The supplier shall provide the required testing certificates from a NABL accredited lab, clearly mentioning the compliance to specifications mentioned in clause (d) with every lot. In case the party fails to provide the required testing certificates, the bags shall be liable for rejection. Additionally, HURL reserves the right to get the bags inspected & tested against the specifications mentioned in clause (d) above, on its own or through a third party. In case, the bags do not meet the minimum quality requirements, HURL shall have the right to reject the bags. In the event of rejection of bags by HURL and/or our Inspection agents such inspection & testing charges shall be borne by the supplier.

If any consignment is rejected as aforesaid, HURL Ltd. shall exercise the following options at their sole discretion.

- To return the rejected bags after defacing the bags and allow the supplier to replace it with bags of right specifications without any further cost to HURL. Cost of defacing the bags will be recovered from the supplier.
- To buy the quantity of bags rejected or any other bags for similar purpose at the risk and cost of the supplier without affecting vendor's liability as regards supply of balance consignments due under the contract. Bags rejected finally as aforesaid, and defaced, must be lifted by the vendor within 15 days from the date of receipt of intimation. Such rejected bags shall lie at supplier's risk from the time of such rejection and if not removed within the aforementioned time, HURL shall have the right to exercise following one or more options:
 - To return the rejected bags on freight to pay basis at supplier's cost and risk.
 - To dispose-off such bags at the supplier's risk and cost and to retain such portion of the proceeds as may be necessary to cover any loss on expenses incurred by HURL in connection with such sale.
 - To charge godown rent at 1 % of value of consignment per month.



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Annexure 1: Delivery Schedule*

S.NO.	State	NO. OF BAGS										
		APRIL	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC	JAN	TOTAL
1	UP (Gorakhpur)	20000	20000	20000	20000	20000	20000	20000	20000	20000	20000	200000
2	BIHAR (Barauni)	20000	20000	20000	20000	20000	20000	20000	20000	20000	20000	200000
3	JHARKHAND (Sindri)	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	100000

** The delivery plan mentioned is tentative and there may be an increase/decrease in quantities across locations, at the discretion of HURL.*



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Annexure 2: Financial Bid Format

	DESCRIPTION	UP (Gorakhpur)	BIHAR (Barauni)	JHARKHAND (Sindri)
A	DELIVERED COST TO HURL (INR/BAG)			
B	OTHER STATUTORY LEVIES (INR/BAG)			
C	GST (%)			
D	TOTAL (INR/BAG)			
E	TENTATIVE QUANTITY (NOS)	2,00,000	2,00,000	1,00,000
F	TOTAL COSTS (E * D)			
G	GRAND TOTAL			



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Annexure 3: Bag Design

(CDR file has been attached separately for reference)

1. YELLOW: #F8E111 (YELLOW: RGB: 248, 225, 17, CMYK: 5, 5,97,0)
2. RED: #8C191B (RED: RGB: 140,25,27, CMYK: 27,100,100,30)
3. GREEN: #006838 (GREEN: RGB: 0,104, 56, CMYK: 90,30,95,30)



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ANNEXURE-H
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Performance Security Form

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

Bank Guarantee No.....

Date.....

To,

[OWNER's Name & Address]

Dear Sirs,

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

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



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

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

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

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

(Signature).....

(Name).....

(Designation with

Bank Stamp)

Attorney as per Power

of Attorney No.....

Dated.....



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

(@) This date will be three months beyond the Defects liability period as specified in the Contract.

2. The Bank Guarantee shall be from a Bank listed at **Annexure-H1**.

3. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank or the party on whose behalf for BG is being issued.

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



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ANNEXURE-H1

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

SCHEDULED COMMERCIAL BANKS

***A STATE BANK OF INDIA**

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

B NATIONALISED BANKS

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



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

C SCHEDULED PRIVATE BANKS (INDIAN BANKS)

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



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

D SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

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

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



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

E OTHER PUBLIC SECTOR BANKS

1. IDBI Bank Ltd



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ANNEXURE-I

Form of Contract Agreement

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

BETWEEN

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

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

WHEREAS the Employer desires to engage the Contractor to design, manufacture, test, deliver, install, complete and commission certain Facilities, viz. *[list of facilities]* ("the Facilities") and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

1.1 Contract Documents

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

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

1.2

Order of Precedence

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract



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Documents are listed in Article 1.1 (Contract Documents) above.

Article 2. Contract Price and Terms of Payment

2.1 Contract Price

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

2.2

Terms of Payment

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

Article 3. Effective Date for Determining Time for Completion

3.1 Effective Date

The Effective date of the Contract shall be the date of Letter of Award.

Article 4.

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



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and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue the Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

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

Signed by for and on behalf of the Employer

[Signature]

[Title]

in the presence of _____

Signed by for and on behalf of the Contractor

[Signature]

[Title]

in the presence of _____

CONTRACT AGREEMENT

dated the _____ day of _____, 20_____

BETWEEN

["the Employer"]

and

["the Contractor"]



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ANNEXURE-J

PAGE 1 OF 1

"Procurement of 5 Lakh Promotional Bags Package"

NIT NO. :

(FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY OF HURL)

Bidder's Name and Address :

To
XXX HURL XXX

Dear Sirs,

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

Date : (Signature).....

Place : (Printed Name)

(Designation).....

(Company Seal)



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Annexure- K

Sub: Preference to Make In India and granting of purchase preference to local suppliers- regarding

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

1.0 Definitions:

- a) **'Local content'** means the amount of value added in India which shall be the total value of the goods and services procured (excluding net domestic indirect taxes) minus the value of imported content in the goods and services (including all customs duties) as a proportion of the total value, in percent.
- b) **'Local supplier'** means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed.
- c) **'L1'** means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- d) **'Margin of purchase preference'** means the maximum extent to which the evaluated bid price of a local supplier may be above the L1 for the purpose of purchase preference.
- e) **'Nodal Ministry'** means the Ministry or Department identified in respect of a particular item of goods or services or works

2.0 Fraud Prevention Policy – shall mean the policy related to prevention of fraud displayed on HURL tender website.

2.1 The minimum local content shall be 50 %

3.0 Margin of Purchase Preference

3.1 The margin of purchase preference shall be 20%.

4.0 Requirement of Purchase Preference:

4.1 Purchase preference shall be given to local suppliers as specified hereunder:



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~~**a) In cases of Procurement of goods (Supply Contracts / Purchase Contracts), procurement of services (Service Contracts), Procurement of goods and services (composite tenders i.e. Supply cum Installation / Supply cum Installation cum Civil / Civil Works Contracts), where preference to MSE is not being given:~~

The following procedure shall be followed:

- ~~i) Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1. If L1 bid is from a local supplier, the contract will be awarded to L1.~~
- ~~ii) If L1 bid is not from a local supplier, the lowest evaluated bidder among the local suppliers, will be invited to match the lowest evaluated bid (L1) price subject to local supplier's evaluated bid price falling within the margin of purchase preference and the contract shall be awarded to such local supplier subject to matching the lowest evaluated bid (L1) price.~~
- ~~iii) In case such lowest eligible local supplier fails to match the lowest evaluated bid (L1) price, the local supplier with the next higher evaluated bid within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the lowest evaluated bid (L1) price, then the contract may be awarded to the L1 bidder.~~
- ~~iv) For the purpose of matching of lowest evaluated bid (L1) price, the local supplier would have to necessarily reduce all components of the quoted price on pro-rata basis. The reduction should not apply on the evaluation loading on account of functional guarantees and other loadings (if any, which are not dependent on quoted price). The summation of the revised / reduced quoted price and the evaluation loading on account of functional guarantees and other loadings (if any) shall be equal to the lowest evaluated bid (L1) price.~~

Note: ~~**1) In case of item-wise tenders, where evaluation is done for each item and each item is awarded to L1 bidder for that item, the aforesaid procedure shall be followed item-wise.~~

~~**2) In case of Reverse Auction (RA), the Purchase Preference for Local Suppliers (i.e. 20%) shall be applicable on the lowest evaluated bid price after RA. The order in which the Local Suppliers shall be given an opportunity to match lowest evaluated bid (L1) price after RA will be in the order of their rank determined based on the evaluated bid price after RA.~~

OR

~~**b) In cases of Procurement of goods / services (where preference to MSE is not being given), where the tendered quantity is to be divided / split among more than one bidder and condition pertaining to splitting of quantity is specified in tender documents:~~

The following procedure shall be followed:

- ~~i) Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1. If L1 bid is from a local supplier, the contract for full quantity will be awarded~~



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to L1.

- ~~i) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest evaluated bidder among the local suppliers will be invited to match the lowest evaluated bid (L1) price for the remaining 50% quantity subject to the local supplier's evaluated bid price falling within the margin of purchase preference and contract for that quantity shall be awarded to such local supplier subject to matching the lowest evaluated bid (L1) price. In case such lowest eligible local supplier fails to match the lowest evaluated bid (L1) price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.~~
- ~~ii) For the purpose of matching of lowest evaluated bid (L1) price, the local supplier would have to necessarily reduce all components of the quoted price on pro-rata basis. The reduction should not apply on the evaluation loading on account of functional guarantees and other loadings (if any, which are not dependent on quoted price). The summation of the revised / reduced quoted price and the evaluation loading on account of functional guarantees and other loadings (if any) shall be equal to the lowest evaluated bid (L1) price.~~

Note: ~~**1) In case of item-wise tenders, where evaluation is done for each item and each item is awarded to L1 bidder for that item, the aforesaid procedure shall be followed item-wise.~~

~~**2) In case of Reverse Auction (RA), the Purchase Preference for Local Suppliers (i.e. 20%) shall be applicable on the lowest evaluated bid price after RA. The order in which the Local Suppliers shall be given an opportunity to match lowest evaluated bid (L1) price after RA will be in the order of their rank determined based on the evaluated bid price after RA.~~

OR

*****c) In case of tenders / contracts, where preference to MSE is being given and where splitting of quantity is not possible;***

The following procedure shall be followed:

- ~~i) Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1.~~
- ~~ii) If L1 bid is from an MSE, the contract will be awarded to L1.~~
- ~~iii) If L1 Bid is not from an MSE, the lowest evaluated bidder among the MSEs, will be invited to match the lowest evaluated bid (L1) price subject to MSE's evaluated bid price falling within the fifteen (15%) of the lowest evaluated bid (L1) price and the contract shall be awarded to such MSE subject to matching the lowest evaluated bid (L1) price. In case such lowest eligible MSE fails to match the lowest evaluated bid (L1) price, the MSE with the next higher evaluated bid within fifteen (15%) of the lowest evaluated bid (L1) price shall be invited to match the lowest evaluated bid (L1).~~



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~~price and so on and contract shall be awarded accordingly.~~

- ~~iv) In case none of the MSEs within the fifteen (15%) of the lowest evaluated bid (L1) price matches the lowest evaluated bid (L1) price, then the contract may be awarded to the L1 bidder, if L1 bid is from a local supplier.~~
- ~~v) If L1 is not from a local supplier, the lowest evaluated bidder among the local suppliers, will be invited to match the lowest evaluated bid (L1) price subject to local supplier's evaluated bid price falling within the margin of purchase preference (i.e. 20%) and the contract shall be awarded to such local supplier subject to matching the lowest evaluated bid (L1) price. In case such lowest eligible local supplier fails to match the lowest evaluated bid (L1) price, the local supplier with the next higher evaluated bid within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference (i.e. 20%) matches the lowest evaluated bid (L1) price, then the contract may be awarded to the L1 bidder.~~
- ~~vi) For the purpose of matching of lowest evaluated bid (L1) price, the MSE / local supplier would have to necessarily reduce all components of the quoted price on pro-rata basis. The reduction should not apply on the evaluation loading on account of functional guarantees and other loadings (if any, which are not dependent on quoted price). The summation of the revised / reduced quoted price and the evaluation loading on account of functional guarantees and other loadings (if any) shall be equal to the lowest evaluated bid (L1) price.~~

Note: ~~**1) In case of item wise tenders, where evaluation is done for each item and each item is awarded to L1 bidder for that item, the aforesaid procedure shall be followed item-wise.~~

~~**2) In case of Reverse Auction (RA), the Purchase Preference for MSEs (i.e. 15%) / Local Suppliers (i.e. 20%) shall be applicable on the lowest evaluated bid price after RA. The order in which the MSE / Local Suppliers shall be given an opportunity to match lowest evaluated bid (L1) price after RA will be in the order of their rank determined based on the evaluated bid price after RA.~~

OR

****d) In case of tenders / contracts, where preference to MSE is being given and where splitting of quantity is possible & condition pertaining to splitting of quantity is specified in tender documents:**

- ~~v) Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1.~~
- ~~vi) If L1 bid is from an MSE who is also a local supplier, the contract will be awarded to L1.~~
- ~~vii) If L1 bid is from an MSE who is not a local supplier,~~
 - ~~• 50% of the order quantity shall be awarded to L1.~~



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- ~~Thereafter, the lowest evaluated bidder among the local suppliers including MSEs (who are also local suppliers) will be invited to match the lowest evaluated bid (L1) price for the remaining 50% quantity subject to the local supplier's evaluated bid price falling within the margin of purchase preference and contract for that quantity shall be awarded to such local supplier subject to matching the lowest evaluated bid (L1) price.~~
- ~~In case such lowest eligible local supplier fails to match the lowest evaluated bid (L1) price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price for remaining quantity and so on, and contract shall be awarded accordingly.~~
- ~~In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.~~

viii) If L 1 bid is from a Local supplier who is not an MSE,

- 75% of the order quantity shall be awarded to L1.
- Thereafter, all qualified MSE bidder(s), whose Evaluated Bid Price is within the range of +15% of the lowest evaluated (L1) price shall be eligible for an opportunity to match the lowest evaluated (L1) price. If more than one MSE bidders agree to match the lowest evaluated (L1) price, they will be considered for award of up to 25% (collectively) of the order value and, for the purpose of award of contract, the same shall be equally divided amongst the MSE bidders who have agreed to match the lowest evaluated (L1) price.
- In case some quantity is still left uncovered, then such balance quantity may also be ordered on the L1 bidder.

ix) If L 1 bid is from a bidder who is not a Local supplier and not an MSE,

- ~~50% of the order quantity shall be awarded to L1.~~
- ~~Thereafter, all qualified MSE bidder(s), whose Evaluated Bid Price is within the range of +15% of the lowest evaluated (L1) price shall be eligible for an opportunity to match the lowest evaluated (L1) price. If more than one MSE bidders agree to match the lowest evaluated (L1) price, they will be considered for award of up to 25% (collectively) of the order value and, for the purpose of award of contract, the same shall be equally divided amongst the MSE bidders who have agreed to match the lowest evaluated (L1) price.~~
- ~~Thereafter, the lowest evaluated bidder among the local suppliers including MSEs (who are also local suppliers) will be invited to match the lowest evaluated bid (L1) price for the remaining quantity [50% of the ordered quantity — quantity awarded on MSEs] subject to the local supplier's evaluated bid price falling within~~



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~~the margin of purchase preference and contract for that quantity shall be awarded to such local supplier subject to matching the lowest evaluated bid (L1) price-~~

- ~~● In case such lowest eligible local supplier fails to match the lowest evaluated bid (L1) price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price for remaining quantity and so on, and contract shall be awarded accordingly-~~
- ~~● In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder-~~

- x) For the purpose of matching of lowest evaluated bid (L1) price, the local supplier / MSEs would have to necessarily reduce all components of the quoted price on pro-rata basis. The reduction should not apply on the evaluation loading on account of functional guarantees and other loadings (if any, which are not dependent on quoted price). The summation of the revised/ reduced quoted price and the evaluation loading on account of functional guarantees and other loadings (if any) shall be equal to the lowest evaluated bid (L1) price

Note: **1) In case of item-wise tenders, where evaluation is done for each item and each item is awarded to L1 bidder for that item, the aforesaid procedure shall be followed item-wise.

**2) In case of Reverse Auction (RA), the Purchase Preference for MSEs (i.e. 15%) / Local Suppliers (i.e. 20%) shall be applicable on the lowest evaluated bid price after RA. The order in which the MSE / Local Suppliers shall be given an opportunity to match lowest evaluated bid (L1) price after RA will be in the order of their rank determined based on the evaluated bid price after RA.

**** Package / Contract Co-ordinator to delete / strike off the conditions not applicable to a particular tender**

5.0 Verification of Local Content:

5.1 The local supplier shall be required to provide, in the relevant Attachment of Techno-Commercial Bid, self-certification / declaration that the Item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made as per relevant Attachment of Techno- Commercial Bid.

5.2 In cases of procurement for the value in excess of INR 10 crore, the local supplier shall be



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required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content during execution prior to submission of last bill for payment.

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

- 5.3** False declarations will be dealt in line with the Fraud Prevention Policy of NTPC.
- 5.4** A supplier who has been debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP) shall not be eligible for preference under the aforesaid procedures for duration of the debarment. The local supplier shall be required to furnish a confirmation in this regard in the relevant Attachment of Techno-Commercial Bid.

6.0 Local Sourcing

- 5.5** The Bidder / Contractor are requested to encourage and promote domestic manufacturing and production of goods and services by sourcing goods and services applicable under the contract / package from domestic suppliers / service providers. In this regard, Bidder shall also follow guidelines / advisory issued by Government of India from time to time, to the extent applicable to them, regarding promotion of local sourcing of goods including Bought out Items and services.



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Annexure- L

Annexure-B to Circular 801 dated 13.03.2020

(Declaration on Local Content)

Dear Sirs, We have read the provisions of "Preference to Make in India and granting of purchase preference to local suppliers" enclosed with the Bid Data Sheets. In terms of the requirement of the aforesaid provisions, we hereby declare the following:

1.0 In order to avail purchase preference, we confirm that we are a Local Supplier, and the local content included in the package is% of our total bid price for complete scope of work for#..... as per details given below.

<u>Sl. No.</u>	<u>Description Of Goods & Services</u>	<u>Quantity/ Weight</u>	<u>Local Content(as % of Total Bid Price)</u>	<u>Details of the location(s) at which the local value addition is made</u>

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

This para is applicable in packages with estimated value exceeding INR 10 Crores.

2.0 Further, we hereby confirm the following:

Whether the bidder is presently debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP-MII Order) dated 15.06.2017 issued by Department of Industrial Policy and Promotion (DIPP)	<u>Yes*/No*</u>
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***Strike off, whichever is not applicable**

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



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Note: 1) Continuation sheets of like size and format, may be used as per Bidder's requirement and shall be annexed to this Attachment.

Package / Contract coordinator to indicate name of the package / tender.