

HINDUSTAN URVARAK & RASAYAN LIMITED

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



SECTION – I

NOTICE INVITING TENDER (NIT)

**NAME OF PACKAGE: IMPLEMENTATION AND ONGOING
SUPPORT FOR HUMAN RESOURCE AND PAYROLL RELATED
MODULES**

NIT NO: HURL/HQ/CS645 DATED 24.12.2025



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

2.0 Brief Details

Published Date	Refer CPP Portal
Bid Document Download / Sale Start Date	Refer CPP Portal
Bid submission Start Date	Refer CPP Portal
Last Date and Time for Bid submission	Refer CPP Portal
Technical Bid Opening Date & Time	Refer CPP Portal
Earnest Money Deposit (EMD) in INR	INR 1,50,000
Pre-Bid Conference Date & Time (if any)	Refer CPP Portal
Last Query Date	Refer CPP Portal
Reverse Auction	Not Applicable

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

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

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

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

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

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



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

A bidder can submit only one bid, in case of multiple bids by same bidder, all the bids of such bidder will be rejected.

Not more than one tender shall be submitted by one bidder/bidder(s) having Business Ownership. For clarification, Business Ownership means bidders having common proprietor/partner(s)/director(s). In such case all such bids will be rejected.

In case Spouse, Father (including step-father), Mother (including step-mother), Son (including step-son), Son's wife, Daughter, Daughter's husband, Brother (including step- brothers) and Sister (including step-sisters) submit their bid for the same tender, all such bids will be rejected. However, in case they are a separate entity and are participating in the same tender they will provide an affidavit to this effect, as per Annexure 16 (enclosed at Section VI, Forms and Procedures of the Tender Document), stating that they do not have a business relationship with the other bidders.

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

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

6.0 Qualifying Requirements : The recommended Pre-Qualification Criteria and QCBS method for bid evaluation is given below:

a) PRE-QUALIFICATION CRITERIA: Followings are Pre-Qualification Criteria (PQC) for the subject package:



Sr. No	Conditions	Documents required (To be submitted along with Technical bid)
1	<p>The bidder should be a Govt/Semi Govt/ Govt. Enterprises/PSU/private ltd/ LLP/ having its registered / branch office in Delhi/NCR.</p>	<p>i) For partnership firms –Affidavit duly notarized, confirming the current status of the firm along with names of the partners or Copy of partnership deed duly notarized to be submitted along with Copy of Certificate of Incorporation.</p> <p>ii) For companies, notarized copy of Memorandum and Articles of Association and list of directors to be submitted along with Copy of Certificate of Incorporation.</p> <p>iii) Self attested copies of registration certificate under shops and establishments act/ Trade certificates/ Rent agreement/ GST certificate/ Electricity Bill/ Telephone Bill .</p> <p>*Note:- Electricity Bill and Telephone Bill should not be older than 06 months.</p>
2	<p>a) The contractor/bidder should have a minimum of 2 years of relevant experience within the preceding seven (07) years reckoned as on the date of techno-commercial bid opening in providing, implementing, and maintaining HRMS/HR-related software solutions for Govt/Semi Govt/ Govt. Enterprises/PSU/private ltd/LLP Limited anywhere in India.</p> <p>b) The contractor/bidder should have processed salary of 1149 employees in any PO/WO.</p> <p>Relevant experience means the bidder should be actively engaged in delivering HR-related software solutions such as HRMS, Payroll, Compliance Management, Recruitment Management, Employee Self-Service (ESS), Performance Management, Attendance & Leave Management, or similar HR modules.</p> <p>Bidders are required to substantiate their experience by furnishing details of HRMS/HR module implementations carried out during the specified period. The details should include the names of organizations for which the HR</p>	<p>Copy of POs with Execution certificate.</p> <p>Note: Number of Employees covered under the WO/PO should be mentioned in WO/PO or in the execution Certificate from the Client.</p>



	modules were implemented, along with supporting documents such as work orders, contract agreements, Go-Live, Execution certificate or performance certificates as proof of experience.	
3	<p>The bidder should have executed any one of the following, in the preceding seven (07) years reckoned as on the date of techno- commercial bid opening for Govt/Semi Govt/ Govt. Enterprises/PSU/private ltd/LLP:</p> <p>One similar work-order with executed value not less than ₹58,93,440/- (Rupees Fifty Eight Lakh Ninty Three Thousand Four Hundred Forty Only)</p> <p>OR</p> <p>Two similar work-orders, each with executed value not less than ₹36,83,400/- (Rupees Thirty Six Lakh Eighty Three Thousand Four Hundred Only)</p> <p>OR</p> <p>Three similar work-orders, each with executed value not less than ₹29,46,720/- (Rupees Twenty Nine Lakh Forty Six Thousand Seven Hundred Twenty Only)</p> <p>Note- (i) The value of similar work executed is excluding taxes. (ii) Similar work order means any work order(s) related to the supply, implementation, operation, or maintenance of HRMS/HR-related software modules (such as Payroll, Compliance Management, Recruitment Management, Attendance & Leave Management, Performance Management, Employee Self-Service, etc.) executed for Govt/Semi Govt/ Govt. Enterprises/PSU/private ltd/LLP anywhere in India (iii) The word “executed” means the bidder should have achieved the criterion specified in the Qualifying Requirements, even if the total contract is not completed/ closed. In case Order/contract(s) is under execution as on the date of technical bid opening, the value of work executed till such date will be considered provided the same is certified by the Chartered Accountants/ client/ Owner.</p>	<p>Execution certificate from customer + Work Order with following details:</p> <p>i) Work order/PO with number, date and value ii) Name of the client, iii) Period of contract iv) Scope of work.</p> <p>Execution certificate [as per the format enclosed at Annexure-15 to Forms & Procedures issued by practising Chartered Accountants /Statutory Auditors / Client (on letter head of Chartered Accountants / Statutory Auditors / Client) with Membership No. of the signatory & Firm along with UDIN/client highlighting below.-</p> <p>a.Reference work order/PO with number, date and value b. Name of the client, c. Period of Contract d. Executed value under the work order/PO. e. Number of employees covered under the PO/ WO.</p>



4	<p>The average annual turnover of the Bidder in the preceding three (3) financial years as on the date of techno-commercial bid opening should not be less than ₹22,10,040/- .</p> <p>Note:</p> <p>In case where audited results for the last financial year as on the date of opening of Techno-commercial Bid are not available, a certificate would be required from the CEO/CFO as per the format enclosed as Annexure -12 in the bidding documents stating that the financial results of the Company of the preceding financial year have not been finalized or under audit as on the date of opening of Techno-commercial Bid and the Certificate from the practicing Chartered Accountant as per the format enclosed at Annexure-13 certifying the financial parameters of preceding financial year is not available.</p> <p>* Other income shall not be considered for arriving at annual turnover.</p>	<p>Audited annual statement of Profit-Loss statement & Balance sheet certified by CA with UDIN number for the three preceding financial years i.e 2022-23, 2023-24 & 2024-25.</p> <p>(i)In case above is not available, then certificate from practicing Chartered Accountants /statutory auditors with Membership No. of signatory & Firm along with UDIN certifying the annual turnover for the last financial year i.e 2024-25 along with audited annual statement of Profit-Loss statement & Balance sheet certified by CA with UDIN number for two consecutive financial years preceding the last financial year i.e 2022-23 & 2023-24 along with Annexures-12 & 13 of NIT.</p> <p>(ii)In case above are not available, then audited Balance Sheet and Profit & Loss Account for the three consecutive financial years preceding the last financial years i.e 2021-22, 2022-23 & 2023-24 along with Annexures-12 & 13 of NIT.</p> <p>(iii) In case above are not applicable, then certificate from practicing Chartered Accountants /statutory auditors with Membership No. of signatory & Firm along with UDIN certifying the annual turnover for the three preceding financial years i.e 2022-23, 2023-24 & 2024-25.</p> <p>(iv)In case above are not applicable, then certificate from practicing Chartered Accountants /statutory auditors with Membership No. of signatory & Firm along with UDIN certifying the annual turnover for the three consecutive financial years preceding the last financial years i.e 2021-22, 2022-23 & 2023-24 along with Annexures-12 & 13 of NIT.</p>
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5	Bidder must not be blacklisted on GeM Portal & Any other E-Procurement Portal . Bidders shall not be under Ban/Blacklisting/Debarment for corrupt and fraudulent practices or for lack in performance or has not forfeited EMD and has not left work after award without completion in any Government (Central or State) /Semi-Government/PSU entity.	Self -Declaration on Company Letter Head
6	Bidder must have the following valid certification : A) ISO 9001:2015 /and Or SOC 2 Type 2 B) ISO 14001:2015 and/or 27001:2022 and/or 20000	Copies of relevant certifications, compliance documentation
7	The Net Worth of the bidder should not be negative as on 31st March of 2025 certified by CA with UDIN.	Copy of C.A. certification along with UDIN.
8	The bidder must have atleast 100 employees on roll as on tender opening date.	Following documents may please be provided: i) EPF certificate/return for any of the previous 3 months as on tender opening date. ii) Self declaration from HR on company letterhead
	Note – All the CA certificates to be submitted by the bidders should be on the letter head of CA with a valid UDIN number and membership number of the CA firm.	



b) A vendor meeting the pre-qualification criteria will be eligible for Quality and Cost-Based Selection (QCBS).

c) **QUALITY & COST BASED SELECTION (QCBS):**

S. No.	Parameter	Criteria and Percentage to Max Marks	Documents reqd	Maximum Marks	Minimum marks/ Percentage
1	Projects/Work Orders	<p>(i) On Complying with the criteria mentioned on point no. 03 of PQC- 70%</p> <p>(ii) One similar completed work order costing not less than Rs.60 lacs in last 7 years on the date of opening of tender. - 80%</p> <p>(iii) One similar completed work order costing not less than Rs.70 lacs in last 7 years on the date of opening of tender - 90%</p> <p>(iv) One similar completed order costing not less than Rs. 80 lacs. in last 7 years on the date of opening of tender - 100%</p>	<p>Copies of PO and Project completion / execution / experience certificate OR</p> <p>Execution certificate [as per the format enclosed as Annexure-15] issued by practising Chartered Accountants /Statutory Auditors / Client (on letter head of Chartered Accountants / Statutory Auditors / Client) with Membership No. of the signatory & Firm along with UDIN/client highlighting below.-</p> <p>a. Reference work order/Service Purchase Order with number, date and value</p> <p>b. Name of the client,</p> <p>c. Period of Contract</p> <p>d. Executed value under the work order/Service Purchase Order.</p>	20	14 / 70%
2	Financial stability	<p>Annual average turnover of bidder for past 3 years.</p> <p>(i) 22.10 lacs - upto 50 cr - 70%</p> <p>(ii) 50.01 cr - upto 100 cr - 80%</p> <p>(iii) More than 100 Cr-100%</p>	Audited financial statements / Certificate from CA. Financial years upto March 2025.	30	21/ 70%
3	Year of incorporation of company	<p>No. of years of incorporation of company:</p> <p>(i) Upto 07 years - 70%</p> <p>(ii) from 07 to 10 years - 80%</p> <p>(iii) From 10 to 15 years - 90%</p> <p>(iv) More than 15 years - 100%</p>	Certificate of Incorporation	10	7 / 70%



4	Certifications & Regulatory Compliances	<p>Marks will be awarded for certifications: A - ISO 9001:2015 /and Or SOC 2 Type2 B - ISO 14001:2015 and/or 27001:2022 and / or 20000 - 1 Both A & B are compulsory Certification. (i) upto 1 year - 70% (ii) 1 years to 4 years - 80% (iii) 4 years to 10 years - 90% (iv) above 10 years - 100% The above certifications must be valid on the day of opening of tender</p>	Copies of relevant certifications of each year, compliance documentation	10	7/ 70%
5	Number of employees in a single work order whose payroll was processed	<p>The bidder must have processed salary of 1149 headcounts in a single work order past 7 years as on tender opening date: (i) Alleast 1149 headcounts - 70% (ii) 1149 nos - upto 3000 nos - 80% (iii) 3001 nos. - upto 4500 nos. - 90% (iv) more than 4500 nos. - 100%</p>	Execution Certificate clearly mentioning P.O. no., Client name and Number of employees covered under the PO/ WO	20	14 / 70%
6	Number of employees on the roll of bidder as on tender opening date.	<p>The bidder must have atleast 100 employees on the rolls of agency as on tender opening date. (i) Alleast 100 employees. - 70% (ii) 101 nos. - upto 250 nos. - 90% (iii) more than 250 nos. - 100%</p>	i) EPF return / certificate or ii) Self declaration from HR on company letterhead	10	7 /70%
Total				100	70

Note:

- HURL retains the right to gather observations and feedback about the vendor from their current or former clients.

d) Substantial Information on QCBS:

- The bidder must secure minimum marks in each of Sl. No. 1 to 6 for further eligibility. Only those Bidders who have secured QCBS Score of 70 or above out of 100 shall be declared as qualified for evaluation of their 'Commercial Bid'. Bidders who have secured less than 70 for QCBS Score shall be rejected.
- The financial offers of the qualified bidders (who have secured QCBS score of 70 or above) shall be tabulated for this project.
- Marking scheme is 70:30. 70 for Technical and 30 for price bid. L1 will be decided in terms of maximum consolidated marks obtained
- The bidder with the lowest financial offer will be given a financial score of 100.
- The financial scores of other bidders for the project shall be computed as follows –

[The 'financial score' of Bidder for the project(Y)]	=100 X [Lowest offer quoted in the tender (₹)] / [Offer quoted by the respective Bidder for the project (₹)]
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- vi. The marks secured as above shall be the Financial Score of the bidder for the project.
- vii. Composite Score of the Bidder: Composite score of the Bidders for the bid shall be worked out as under-

Bidder	QCBS Score (X)	Financial Score (Y)	Weighted QCBS Score (70% of X)	Weighted Financial Score (30% of Y)	Composite Score (F=D+E)
A	B	C	D	E	F

NOTE:

- The Score is calculated up to 2 decimal places.

- 7.0** Bids will be opened as per date/time as mentioned on the Date specified above or on the date specified on the e-tendering portal. The date of Price-Bid opening will be intimated later on the e-tendering portal.
- 8.0** HURL shall not be responsible for any postal /courier delay for submission of EMD and/or other original documents, if applicable.
- 9.0** HURL reserves the right to reject any or all bids or cancel/withdraw the NIT for the subject package without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.
- 10.0** Bids shall be digitally signed and uploaded by someone legally authorized and competent on behalf of his firm / company i.e., Bidder and relevant documents w.r.t. the same to be uploaded along with the bid by the bidders.

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

- 11.0** Unincorporated Joint venture/ Consortium bids shall not be accepted.
- 12.0** Address for Communication.

Smt. Shradha Kumari Manager (C&M)

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

EPBAX No: 011-2250 2267/ 2268

Email: shradhakumari@hurl.net.in



HINDUSTAN URVARAK & RASAYAN LIMITED

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



SECTION – II

INSTRUCTIONS TO BIDDERS (ITB)



Sr. No.	Index
1	Introduction
2	General Information
3	Content of Bidding Documents
4	Benefits To MSEs
5	Cost of Bidding
6	Clarification on Bidding Documents
7	Corrigendum/ Amendment to Bidding Documents
8	Language of Bid
9	Bid Proposal
10	Documents Comprising the Bid
11	Bid Prices
12	Price Basis
13	Bid Currencies
14	Earnest Money Deposit (EMD) / Bid Security / Guarantee
15	Performance Security / Performance Bank Guarantee (PBG)
16	Confirmation of BGs through Structured Financial Messaging System (SFMS)/SWIFT
17	Ineligibility For Future Tenders
18	Period of Validity of Bids (Techno-Commercial Bid and Price Bid)
19	Nil Deviation
20	Format and Signing of Bid
21	Submission of Bids
21.1	Physical bid
21.1.1	Earnest Money Deposit etc.
21.2	on-line
21.2.1	Techno-Commercial Bid



21.2.2	Price Bid
22	Deadline for Submission of Bids
23	Modification and Withdrawal of Bids
24	Opening of Bids
25	Clarification on Bids
26	Preliminary Examination of Techno-Commercial Bids
27	Evaluation of Techno-Commercial Bids
28	Preliminary Examination of Price Bid
29	Discrepancies in Bid
30	Evaluation Criteria
31	Evaluation of Bids
32	Contacting the Employer
33	Employer's Right to Accept Any Bid and To Reject Any or All Bids
34	Award Criteria
35	Construction of Contract
36	Notification of Award
37	Corrupt or Fraudulent Practices
38	Fraud Prevention Policy
39	Indian Agents
40	Transfer of Bid Documents
41	Restrictions on procurement from a Bidder of a country which shares a land border with India
42	HURL right to assess the capabilities and capacity of Bidder
Annexure-1	Checklist of documents to be submitted.
Annexure-2	Guidelines for online Bid Submission and Reverse Auction.



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



		<p>authorities concerned. However, HURL reserves the right to cancel the order (if any) and blacklist/debar a firm in case it is determined that the firm benefitted wrongly from the Public Procurement Policy.</p> <p>MSE & MII Purchase Preference is not applicable as this is a QCBS Tender.</p> <p>Further, in case of tenders where splitting of quantity is possible, participating MSEs quoting price within price band of L1 + 15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 percent of total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity).</p> <p>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:</p> <p>a) Award shall be given to L1 bidder if L1 bidder is an MSE.</p> <p>b) In case L1 bidder is not an 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.</p> <p>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.</p> <p>MSEs seeking exemption and benefits should enclose / upload in e-tender portal an attested/self-certified copy of following registration certificate as a part of his bid, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.</p> <p>i) Ministry of MSME vide Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 had notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified, form and procedure for filing the memorandum (Udyam Registration) w.e.f. 01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e. https://msme.gov.in/) Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs- 2012.</p> <p>ii) In case of upward re-classification of category, Enterprises shall be extended the non-tax benefits in accordance with sub-paragraph (5) of paragraph 8 of Gazette notification no. CG-DL-E-26062020- 220191 dated 26.06.2020 read in conjugation with MSME notification no. CG-DL-E-18102022-239737 dated 18th Oct 2022 and any other relevant govt notifications issued from time to time.</p>
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		Vendors seeking such benefits must submit documents in support of their claims along with the bid, failing which benefit shall not be extended.
5.0	Cost of Bidding	The Bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
6.0	Clarification on Bidding Documents	<p>A prospective Bidder requiring any clarification of the Bidding Document shall put the query under Clarification tab of the on-line bid at least three days prior to the clarification end date. EMPLOYER will respond to any request for clarification or modification of the bidding documents that it receives within the time line specified.</p> <p>EMPLOYER will post the Clarifications under Clarification tab at e-tender i.e., CPP website. Bidders can view these clarifications.</p> <p>Bidders are advised to regularly check under Clarification tab regarding posting of clarification, if any.</p> <p>Bidders must check the Clarifications issued before submission of Bid. Should the Employer deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so and upload the amendments in the tender on the e-tender portal.</p>
7.0	Corrigendum / Amendment to Bidding Documents	<p>At any time prior to the deadline for submission of bids, EMPLOYER may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.</p> <p>The corrigendum's/amendment's will be posted in the tender on the e-tender portal for viewing by the Bidder. The amendments will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are advised to regularly check the tender regarding posting of Amendments, if any.</p> <p>To give prospective Bidders reasonable time to take the corrigendum/amendment into account in preparing their bid, EMPLOYER may, at its discretion, extend the deadline for the submission of bids.</p>
8.0	Language of Bid	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English. In such case for purposes of interpretation of the Bid such translation shall govern.
9.0	Bid Proposal	Bid shall be complete in all respects and shall be submitted with requisite information and attachments. It shall be free from any ambiguity.



		For preparation of Bids, Bidders are expected to go through the complete bidding documents carefully. Material deficiencies in providing the information requested may result in rejection of the Bid.
10.0	Documents Comprising the Bid	<p>The Bid shall comprise of the following components:</p> <p>Technical Bid:</p> <p>The following documents are to be furnished by the Bidder as part of the Technical Bid:</p> <ul style="list-style-type: none"> a) Techno Commercial Proposal Bid Form. b) Power of Attorney as per requirement mentioned in NIT. c) Proof for payment of Earnest Money Deposit (EMD) / MSE Certificate for exemption of EMD. d) Certificates like Registration Certificate, GST No., PAN No., UDYAM, etc. e) Format for Electronic Payment and a Copy of Cancelled Cheque. f) Tender Acceptance Letter & Letter of Authorization to submit bid. g) Documents as required in accordance with Qualifying Requirements (QR) i.e. PQC and QCBS. h) No Deviation Certificate. i) Certificate from CEO or Managing Director or Legally Authorized Signatory, in the format as enclosed with the Bidding Document certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof. However, if at any point of time the declarations given in bid are found to be incorrect, HURL shall have the full right to terminate the contract and take any action as per provisions of contract including forfeiture of EMD/Security Deposit. j) Acceptance of Fraud Prevention Policy of HURL. k) Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India and declaration on Local Content. l) Declaration Regarding GST Applicable on offered goods / service activity. m) Affidavit deposing compliance of Clause 5 of Notice Inviting Tender n) Any other document asked for in the Bidding Documents. <p>Price Bid:</p> <p>The Price bid is to be submitted in the BOQ provided in the Tender at https://eprocure.gov.in/eprocure/app.</p>



		Bidders are advised to fill the BOQ and upload the same on the portal. Bidder should not tamper/modify download price bid template. In case if the same is found to be tampered / modified in any manner, bid will be rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with HURL for a period of 2 years.
11.0	Bid Prices	Bidders shall quote such that the bid price covers all the Supplier's obligations mentioned in or to be reasonably inferred from the bidding documents including all requirements in accordance with the requirements of the Technical Specifications & Scope of Work. Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents. Bidders shall give a breakdown of the prices in the manner and detail called for in the Bill of Quantity (BOQ).
12.0	Price Basis	Bidders are required to quote price on the price basis as per Scope of Work / stipulated in the SCC.
13.0	Bid Currencies	All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the Special Conditions of Contract, on FIRM price basis and to remain valid during the currency of the Contract.
14.0	EARNEST MONEY DEPOSIT (EMD) / BID SECURITY / GUARANTEE: <ol style="list-style-type: none"> i. The Bidder shall furnish, as part of his bid, an Earnest Money Deposit in the amount as stipulated in NIT/IFB/Tender Enquiry, in a separate envelope (in case paid in modes other than on-line payment) superscribed on the top as under: "ORIGINAL EARNEST MONEY DEPOSIT FOR NIT NO.DATED..... FOR (NAME OF PACKAGE) DUE ON (DATE OF BID OPENING) FROM (NAME OF THE BIDDER)." ii. The Earnest Money Deposit (EMD) shall, at Bidders option, be submitted in the following forms: <ol style="list-style-type: none"> a) electronically by RTGS / NEFT in the account of HURL details as given in subsequent paragraphs or b) in the form of Demand Draft in favour of <i>Hindustan Urvarak & Rasayan Limited</i>, Payable at New Delhi. or c) in the form of an irrevocable bank guarantee. <p>The format of Bid Guarantee (BG) towards EMD shall be in accordance with the form of EMD included in the bidding documents (Annexure 8 of Section VI (Forms and Procedures)). The BG towards EMD shall remain valid for a period of forty- five (45) days beyond the original Bid validity period or beyond any extension in the period of Bid validity subsequently requested from any Scheduled / Commercial Bank recognized by Reserve Bank of India. The Bank Guarantee</p> 	



	<p>Verification Checklist duly filled in as per format given in the Bidding Documents is also to be submitted. Bidder shall ensure that all the points of check list are replied in "Yes".</p> <p>iii. Wherever Bids under Joint Venture route is permitted as per Qualifying Requirement in the Bidding Documents, the Earnest Money Deposit of the Joint Venture must be on behalf of all the partners of the Joint Venture.</p> <p>iv. Any bid not accompanied by an acceptable Earnest Money Deposit in accordance with the aforesaid provisions shall be rejected by the Employer as being non-responsive and shall be rejected without being opened.</p> <p>v. The Earnest Money Deposit shall be forfeited in any of the following circumstances without any notice or proof of damage to the Employer:</p> <p style="padding-left: 40px;">a) If the Bidder withdraws or varies its bid during the period of Bid validity.</p> <p style="padding-left: 40px;">b) If the Bidder does not accept the Arithmetical correction of its Bid Price</p> <p style="padding-left: 40px;">c) If the Bidder refuses to withdraw, without any cost to the Employer, any deviation, variation, additional condition or any other mention anywhere in the bid, contrary to the provisions of bidding documents.</p> <p style="padding-left: 40px;">d) In the case of a successful Bidder, if the Bidder fails, within the time limit,</p> <p style="padding-left: 80px;">(i) to sign the Contract Agreement</p> <p style="padding-left: 80px;">(ii) to furnish the required Security Deposit</p> <p style="padding-left: 40px;">e) If the bidder / his representatives commit any fraud while competing for this contract pursuant to Fraud Prevention Policy of HURL.</p> <p style="padding-left: 40px;">f) if the Bidder withdraws/ amends, impairs, and derogates from the tender.</p> <p>vi. No interest will be payable by the Employer on the said amount covered under Earnest Money Deposit.</p> <p>vii. EMD shall be refunded to all the unsuccessful Bidder within thirty days of acceptance of work order by the successful Bidders and no interest shall be payable thereon. EMD of the bidders whose price are not considered to be opened, shall be released/refunded at the earliest but not later than thirty days beyond the award of the subject work.</p> <p>EMD shall be refunded to successful bidder within (30) thirty days of acceptance of LOA and on submission of PBG by the successful Bidders and no interest shall be payable thereon.</p> <p>viii. RTGS / NEFT details of HURL as under:</p> <p style="padding-left: 40px;">Account Name: Hindustan Urvarak & Rasayan Limited</p> <p style="padding-left: 40px;">Account no: 41288344914</p> <p style="padding-left: 40px;">IFSC code: SBIN0004803.</p> <p>Bidders are required to upload Signed, Stamped and Scanned copy of the Certificate as part of Technical Bid, failing to which their bids are liable for rejection.</p> <p>Price Bids shall be opened only of those bidder(s) whose EMD shall be found as per the requirement of the bidding documents.</p>
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	<p>Exemption from submission of EMD:</p> <p>Micro and Small Enterprises (MSEs) bidders are exempted from submission of EMD as per provisions at clause 4.0 above.</p> <p>Any bidder seeking EMD exemption must mention the same in the on-line bid under EMD Offline payment by selecting the correct option and also upload the exemption document (MSME certificate). In case a Bidder, who is seeking exemption, does not request for exemption in the online bid under EMD details and/or does not submit the document, then the bidder shall be liable to be rejected.</p>	
15.0	<p>Performance Security / Performance Bank Guarantee (PBG)</p>	<p>Within fifteen (15) days of the receipt of Purchase Order/Service Order from the Employer, the contractor shall furnish the Contract Performance Guarantee (CPG), if applicable, for the due performance of the Contract for Five percent (5%) of the Contract Price including GST, with an initial validity up to ninety (90) days beyond the completion date for work plus defect liability period (if any), for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer as mentioned below.</p> <p>CPG may be submitted in any of the following forms:</p> <ul style="list-style-type: none"> a) electronically by RTGS / NEFT in the account of HURL details as given in subsequent paragraphs, or b) crossed Demand Draft / Bankers cheque drawn in favour of HURL Payable at New Delhi, or c) An irrevocable Bank Guarantee as per the HURL standard format from any Nationalized bank / Scheduled Bank as acceptable to HURL as per list enclosed. <p>Failure of the supplier to submit the above-mentioned Contract Performance Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security without prejudice to HURL's rights and remedies as set forth in this tender or otherwise in law</p> <p>No interest shall be payable by the Employer to the Contractor against the Security Deposit furnished.</p> <p>Performance Security shall be returned after Certification of completion of work by EIC. However, the contractor will have to apply in writing, for refund of the same.</p> <p>No interest shall be payable by the Employer to the Contractor against the Security Deposit furnished.</p> <p>Performance Security shall be returned after Certification of completion of work and Defect Liability period (if any) by EIC. However, the contractor will have to apply in writing, for refund of the same.</p>



16.0	Confirmation of BGs through Structured Financial Messaging System (SFMS)/SWIFT	<p>While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank (whose details are provided in the Special Purchase Conditions.) i.e. SBI Bank, Overseas Branch, Jawahar Vyapara Bhawan, Tolstoy Lane, New Delhi - 110 001 IFSC Code SBIN0004803, as per following details:</p> <ol style="list-style-type: none"> 1. IFN 760 COV for issuance of bank guarantee. 2. IFN 767 COV for amendment of bank guarantee. 3. Issuing bank shall mention IFSC code as SBIN0004803 in field 7035 of IFN760 COV/ IFN 767 COV. 4. Issuing bank shall mention HURL beneficiary code as "HURLHINDUSTAN16092024" in field 7037 of IFN 760COV / IFN 767 COV." <p>Bidders are advised to ensure that the message is sent by their Bankers and the Bidders must submit the reference details as part of the bid with the EMD.</p> <p><u>Name of Beneficiary of Bank Guarantee:</u></p> <p>Name of the Bank: State Bank of India, SBI Overseas Branch, Delhi</p> <p>Account Name-Hindustan Urvarak & Rasayan Limited</p> <p>Account no- 41288344914</p> <p>IFSC code- SBIN0004803.</p> <p>Secured Message Type-SBININBB102</p> <p>In case of submission of EMD in the form of Bank Guarantee, bidders are requested to provide the Details like Bank Name, Branch address, IFSC code and Branch E-mail Id of BG issuing Branch on EMD submission covering letter</p>
17.0	Ineligibility for Future Tenders	<p>If a bidder after opening of tenders withdraws its offer within the validity period of the offer, then such bidder shall be treated as ineligible for participation in the present and future tenders issued from HURL for a period of 6 months from the date of withdrawal of the bid in addition to forfeiture of EMD, wherever applicable.</p> <p>Notwithstanding the provisions regarding forfeiture of Earnest Money Deposit specified above, if a bidder after having been issued the Purchase Order/Contract, either does not accept the Purchase Order/ Contract or does not submit an acceptable Performance Security and which results in tender being annulled then such bidder shall be treated ineligible for participation in the present and future tenders issued from HURL for a period of not exceeding 24 months from the date of debarment notice issued by HURL.</p> <p>Notwithstanding the provisions regarding forfeiture of PBG / Security Deposit specified above, If a contractor / supplier after having been issued the Notification of Award/Purchase Order / Work order of a package does not fulfill the contractual obligation, HURL reserves the right to initiate necessary action towards procurement of Goods / Services / Works from alternate source at Risk & Cost of the contractor / supplier.</p>



18.0	Period of Validity of Bids (Techno-Commercial Bid and Price Bid)	<p>Bids shall remain valid for a period of 90 days from the closing date prescribed by EMPLOYER for the receipt of bids, unless otherwise specified in Special Conditions of Contract (SCC). A bid valid for a shorter period shall be rejected by EMPLOYER as being non-responsive.</p> <p>In exceptional circumstances, EMPLOYER may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing by post or email or by telefax followed by post confirmation. If a Bidder accepts to extend the period of bid validity, the validity of Earnest Money Deposit shall also be suitably extended. A Bidder may refuse the request without forfeiting its Earnest Money Deposit. A Bidder granting the request will not be required nor permitted to modify its bid.</p>
19.0	Nil Deviation	<p>No deviation, whatsoever, is permitted by EMPLOYER to any provision of Bidding Documents. The Bidders are advised that while making their Bids and quoting prices, all conditions are appropriately taken into consideration. Bidders shall certify their compliance to the complete Bidding Documents as per Certificate at Annexure 4 of Section VI (Forms and Procedures).</p> <p>In case the Products and/or Services offered do not meet the technical requirements, the bid shall be rejected as Technically non-responsive.</p> <p>Bidders may note that in case the Bidder refuses to withdraw additional conditions/deviations/variations/exception, implicit or explicit, found anywhere in the techno-commercial bid, the bid shall be rejected as Technically non-responsive.</p> <p>Bidders may also note that any deviation/variation in any form in the Price Bid shall result in forfeiture of EMD.</p>
20.0	Format and Signing of Bid	<p>The bid including all documents uploaded in the on-line bid shall be digitally certified by a duly authorized representative of the Bidder to bind him to the contract using Class II or Class-III digital signature (in the name of designated individual with Organization name). The Digital Signature shall be as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI) namely Controller of Certifying Authorities (CCA) of India.</p> <p>Notarized copy of an authorization letter/power of attorney indicating that the person signing the bid has the authority to sign the bid is to be uploaded as part of the Techno-commercial Bid. Whenever required by HURL, bidders may have to submit the above notarized authorization letter/power of attorney in physical form.</p>
21.0	Submission of Bids	<p>Bid shall be submitted through e-tender mode in the manner specified elsewhere in bidding document. No Manual/ Hard Copy of the Bid shall be acceptable except those asked for in Physical form.</p>
21.1	PHYSICAL BID	



	EMD	<p>The Bidder shall furnish, as part of his bid, an Earnest Money Deposit in the amount as stipulated in NIT/IFB/Tender Enquiry, in a separate envelope (in case paid in modes other than on-line payment) super scribed on the top as under:</p> <p><i>“ORIGINAL EARNEST MONEY DEPOSIT FOR NIT NO.DATED..... FOR (NAME OF PACKAGE) DUE ON (DATE OF BID OPENING) FROM (NAME OF THE BIDDER).”</i></p>
21.2	ON-LINE	<p>Bid along with all the documents should be submitted in the electronic form only through e-Tendering system.</p> <p>Any revision or amendment in bid shall be possible only up to the due date and time of submission of tender.</p>
21.2.1	Techno-Commercial Bid	
(A)	COVER TYPE – FEE	MSEs seeking exemption and benefits should enclose/upload in e-tender portal an attested/self-certified copy of registration certificate as a part of his bid, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
B)	COVER TYPE – TECHNICAL	<p>The bidders shall upload documents in compliance to the Bidding Documents.</p> <p>The following documents are to be furnished by the Bidder as part of the Technical Bid:</p> <ol style="list-style-type: none"> Techno Commercial Proposal Bid Form (Enclosed as Annexure-1 to Forms and Procedures i.e., Section VI). Power of Attorney as per requirement mentioned in NIT. Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD) as per format enclosed at Annexure-14 of Section VI (Forms & Procedures) of the Bidding documents / MSE Certificate for exemption of EMD. Signed, Stamped and Scanned copy of Certificates like Registration Certificate, GST No., PAN No., UDYAM, etc. Signed, Stamped and Scanned copy of Format for Electronics Payment (Enclosed as Annexure-2 to Forms and Procedures i.e., Section VI) and a copy of cancelled cheque. Signed, Stamped and Scanned copy of Tender Acceptance Letter & Letter of authorization to submit bid (Enclosed as Annexure-3 to Forms and Procedures i.e., Section VI) Documents as required in accordance with Qualifying Requirements i.e. PQC & QCBS i.e., <u>Clause 6</u> of NIT. Signed, Stamped and Scanned copy of No deviation Certificate (Enclosed as Annexure-4 to Forms and Procedures i.e., Section VI)



		<p>i) Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director or Legally Authorized Signatory, in the format as enclosed as Annexure-5 to Forms and Procedures i.e., Section VI to Bidding Document shall be furnished certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof.</p> <p>j) Signed, Stamped and Scanned copy of Form of Acceptance of Fraud Prevention Policy of HURL (Enclosed as Annexure-6 to Forms and Procedures i.e., Section VI).</p> <p>k) Signed, Stamped and Scanned copy of Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India and declaration on Local Content. (Enclosed as Annexure-7 to Forms and Procedures i.e., Section VI).</p> <p>l) Signed, Stamped and Scanned copy of Declaration Regarding GST Applicable on offered goods / service activity. (Enclosed as Annexure-A to Special Conditions of the Contract i.e., Section IV).</p> <p>m) Affidavit deposing compliance of Clause 5 of Notice Inviting Tender</p> <p>n) Any other document asked for in the Bidding Documents.</p> <p>Note: -</p> <p>Bidders are requested to upload the clearly visible documents only otherwise if not clearly visible then offer shall be liable for rejection without any further communication. The Techno-Commercial Bid should not contain any price content entry. In case, the Techno- Commercial Bid is found to contain any price content, such bid shall be liable for rejection.</p> <p>Checklist of documents to be submitted is enclosed as Annexure-1 to ITB.</p>
21.2.2	Price Bid (COVER TYPE – FINANCE)	<p>The Price bid is to be submitted in the BOQ provided in the Tender at https://eprocure.gov.in/eprocure/app.</p> <p>Bidders are advised to fill the BOQ and upload the same on the portal. Bidder should not tamper/modify download price bid template. In case if the same is found to be tampered / modified in any manner, bid will be rejected and EMD would be forfeited, and Bidder is liable to be banned from doing business with HURL for a period of 2 years.</p> <p>Bidders shall necessarily submit the prices on-line in the Bill of Quantity (BOQ) only.</p> <p>For preparation of the “Price Bid”, Bidders are expected to take into account the requirements and conditions of the bidding documents. The Price Bid shall be made in the ‘BOQ’ (excel file) only of Bidding Documents.</p> <p>The rate quoted by the bidder shall be inclusive of all provisions for incidental expenses necessary for proper execution and completion of the work in accordance with the terms & conditions of the bidding document.</p>

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



24.0	Opening of Bids:	
	Techno-Commercial Bid Opening	<p>The Employer will first open the Techno-Commercial Bid on the date and at the place specified in the tender enquiry/NIT. In the event of the specified date for the opening of bids being declared a holiday for EMPLOYER, the bids will be opened at the appointed time on the next working day. All important information and other such details as EMPLOYER, at its discretion, may consider appropriate, will be announced at the opening. Technical Bid shall be opened for evaluation.</p> <p>In case of Single Stage Two Envelope bidding, the Price Bid will remain unopened and the date and time for opening of price bids shall be intimated separately on the CPPP website by EMPLOYER after completion of evaluation of Techno-Commercial Bids.</p>
	Price Bid Opening	<p>In case of Single Stage Single Envelope bidding, the Price Bid will be opened on the date and time for opening of bids specified after opening of Techno-commercial bids as specified above.</p> <p>In case of Single Stage Two Envelope bidding, after the evaluation process of Techno-Commercial bid is completed, the date and time for opening of price bids shall be intimated separately by Employer. Bidders, whose Techno-Commercial Bid is not substantially responsive, their Technical Bid shall be rejected and their Price bid will also be rejected & shall not be opened and their Earnest Money Deposit shall be returned.</p> <p>Price bids of those Bidders, who have been considered qualified and whose Techno-commercial Bid is found to be responsive, will be opened online in presence of the Bidder's authorized representatives who choose to attend.</p> <p>The participating bidders will be able to view the bid prices of all the bidders after online opening of Price Bids by Employer on the e- tender portal.</p>
	Reverse Auction	<p>Reverse Auction, if applicable, will be conducted amongst techno-commercially qualified / approved bidders after Opening of Financial/Price Bids' online.</p> <ol style="list-style-type: none"> 1. 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. 2. 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. 3. 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 offered by that bidder and acceptance of the same by HURL will form a binding contract between HURL and the bidder



		<ol style="list-style-type: none">4. 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 offered by that bidder and acceptance of the same by HURL will form a binding contract between HURL and the bidder for entering into a contract.5. 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 offered by that bidder and acceptance of the same by HURL will form a binding contract between HURL and the bidder for entering into a contract.6. 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.7. 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 / Price bid.8. The successful bidder needs to submit the revised BOQ in line with price quoted by him in reverse auction.9. 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 same. In no case the price of individual item can exceed the price arrived at after RA as per procedure brought out above. The successful bidder will not be allowed to increase the rate of any component while submitting the breakup. While giving the breakup, the successful bidder will have to consider same rate of taxes as quoted while submitting the commercial bid. In case the successful bidder(s) fail(s) to submit the final BoQ within 3 days or the breakup given by bidder does not match with total offered price, the HURL will be at liberty to place order by proportionately reducing the component rates on basis of the e-auction bid submitted by the successful bidder along with the initial offer and the same will be binding on the successful bidder. All calculations will be done up to two decimal places. In no case the total amount of the revised BOQ to be higher than the amount received after RA. In case the amount with revised BOQ exceeds the amount received after reverse Auction, then rounding off (in the decimal places) in the unit rates shall be done in a manner that the total value does not exceed the total RA price. Such derived rates shall be binding on the successful Bidder.
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25.0	Clarification on Bids	<p>During bid evaluation, EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to the Purchase Orders/Contracts executed declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT/IFB. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid including substitution of Purchase Orders/Contracts executed in the bid by new/additional Purchase Orders/Contracts executed for conforming to Qualifying Requirement shall be sought, offered or permitted.</p> <p>For this purpose, only 1 chance, shall be given. However, if after review, the employer considers further clarification is required, bidders may be given one more opportunity to submit further clarifications/ documents on the documents/ clarifications already submitted.</p> <p>If the techno-commercial acceptability of bidder is established upon verification of documents including clarifications submitted, the case shall be considered for further processing. If the bidder happens to be defaulter upon verification of the documents or has not uploaded the required document within the mentioned time frame his bid would be analyzed based on the uploaded documents and if found not in order as per requirement, would be outrightly rejected.</p>
26.0	Preliminary Examination of Techno-Commercial Bids	<p>EMPLOYER will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.</p> <p>Prior to the detailed evaluation, the Employer will determine whether the bid is of acceptable quality, is generally complete and is substantially responsive to the bidding document. For purpose of this determination, a substantially responsive bid is one that conforms to all the terms, condition and specifications of the bidding documents without material deviations, objections, conditionality or reservations.</p> <p>A material deviation, objection, conditionality, or reservation is</p> <ul style="list-style-type: none"> (i) that effects in any substantial way the scope quality or performance of the contract. (ii) that limits in any substantial way inconsistent with the bidding document the Employers right or the successful bidder's obligation under the contract or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids. <p>Material deficiencies in the bid may render the bid non-responsive and may lead to the rejection of the bid.</p> <p>EMPLOYER's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by EMPLOYER, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.</p>



27.0	Evaluation of Techno-Commercial Bids	<p>EMPLOYER will carry out a detailed evaluation of the Techno- commercial bids (of the qualified bidders shortlisted as above) previously determined to be substantially responsive in order to determine whether the technical and commercial aspects are in accordance with the requirements set forth in the bidding documents.</p> <p>In order to reach such a determination, EMPLOYER will examine and compare the technical and commercial aspects of the bids on the basis of the information supplied by the bidders. Bidder may note that no deviation, whatsoever, is permitted by EMPLOYER to any provisions of Bidding Documents.</p> <p>In case the Bidder refuses to withdraw additional conditions/deviations/variations/exception, implicit or explicit, found anywhere in the bid in respect of techno-commercial requirements of the bidding documents, without any financial implication whatsoever to the Employer, the bid shall be rejected as technically non-responsive. Product(s) and/or service(s) not meeting the specified technical requirements & scope work, shall be rejected.</p>
28.0	Preliminary Examination of Price Bid	<p>The Employer will examine the Price bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.</p> <p>In case any additional conditions/deviations/variations/exception, implicit or explicit, is found anywhere in the Price bid, the Earnest Money Deposit shall be forfeited.</p>
29.0	Discrepancies in Bid	<p>In case of discrepancies in the bid, the following will be adopted to correct the discrepancies for Arithmetical for the purpose of evaluation.</p> <ul style="list-style-type: none"> a) In case of discrepancy between unit price in figures and words, the unit price words will be considered as correct. b) In case of discrepancy between unit price and total price, the unit price will be considered as correct. c) In case of discrepancy between unit price and total price, which is obtained by multiplying the unit price and quantity, or between sub-totals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly.
30.0	Evaluation Criteria	<p>The evaluation criteria specified in Special Conditions of Contract (SCC) shall over-ride all other similar related clauses appearing elsewhere in the bidding documents.</p> <p>The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this Bidding Document.</p>



31.0	Evaluation of Bids	<p>a) The Employer shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.</p> <p>b) To evaluate a Bid, HURL shall only use all the criteria and methodologies defined in this document.</p> <p>c) In case bidder submits any PO for job executed for HURL and bidder has not/is not able to furnish documentary evidence for execution, the internal records of HURL shall be considered against proof of fulfilment of commercial experience criteria.</p> <p>d) To evaluate a Bid, HURL shall consider the following:</p> <ul style="list-style-type: none"> • The bid price as quoted as per Bill of Quantity (BOQ) • Price adjustment for correction of discrepancy. • Price adjustment due to Price Preference, pursuant to ITB clause 4.0, if applicable • Price adjustment due to Price Preference due to any other condition specified in Special Purchase Condition. • Price adjustment due to application of the evaluation criteria.
32.0	Contacting the Employer	<p>Subject to ITB clause 25.0 above, no Bidder shall contact the Employer on any matter relating to its bid, from the time of the opening of Bids to the time the contract is awarded.</p> <p>Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.</p>
33.0	Employer's Right to Accept Any Bid and to Reject Any or All Bids	<p>The Employer reserves the right to accept any bid either in full or in part or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder(s) of the grounds for the Employer's action.</p>
34.0	Award Criteria	<p>Subject to ITB Clause 33, the Employer will award the contract to the successful Bidder whose bid has been determined to be substantially responsive to the Bidding Documents and qualified to perform the contract satisfactorily, as per methodology specified in Special Conditions of Contract (SCC).</p> <p>The Bidder will be required to comply with all requirements of the Bidding Documents without any extra cost to the Employer, failing which his Earnest Money Deposit will be forfeited.</p>
35.0	Construction of Contract	<p>If required, HURL may place separate Orders for supplies and Services.</p> <p>The award of separate Purchase Orders shall not in any way dilute the responsibility of the Supplier for the successful completion of the Facilities as per Contract documents and a breach in one Purchase Order shall be construed as a breach of the other Purchase Order(s) which will confer a right on the Employer to terminate the other Contract(s) also at the risk and cost of the Supplier.</p> <p>The total value of all the orders shall be the Total Package value.</p>



36.0	Notification of Award	Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing by email or letter or by telefax to be confirmed in writing by letter sent by Speed Post/Registered/courier, that its bid has been accepted. The notification of award (Purchase/Service Order) will constitute the formation of the contract and shall be effective from the date of award or the date as specified in Special Conditions of Contract (SCC).
37.0	Corrupt or Fraudulent Practices	<p>Employer requires that Bidders, Contractors and Suppliers observe the highest standard of ethics during the procurement and execution of the contracts. In pursuance of this policy, Employer:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;</p> <p>(b) will reject a bid for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract of the Employer.</p>
38.0	Fraud Prevention Policy	<p>The Bidders/ Service Providers/ Vendors/ Consultants etc. shall strictly adhere to the Fraud Prevention Policy of HURL displayed on its website http://www.hurl.net.in and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities and immediately apprise HURL of the fraud/suspected fraud as soon as it comes to their notice. A certificate to this effect shall be furnished by the bidder along with his bid, in relevant attachment as per format enclosed (Annexure 6 of Section VI (Forms and Procedures)) with the Bidding Document.</p> <p>If in terms of above policy, it is established that the bidder/his representatives have committed any fraud while competing for this contract then the Earnest Money Deposit shall be forfeited.</p>
39.0	Indian Agents	<p>In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product.</p> <p>If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit bid on behalf of another Principal/OEM in the same tender for the item/product.</p>



40.0	Transfer of Bid Documents	<p>a. Transfer of Bidding documents is not permissible.</p> <p>b. Documents purchased / downloaded by the intending bidders cannot be transferred.</p>
41.0	Restrictions on procurement from a Bidder of a country which shares a land border with India	<p>i. Any Bidder (including its Collaborator/Associate/DJU Partner/JV partner/Consortium Member/Assignee, wherever applicable) from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority.</p> <p>Such registration should be valid for the entire period of bid validity or any extension thereof. However, in case the validity period of registration is less than bid validity period, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids, failing which the bid shall be rejected.</p> <p>Further the successful bidder shall not be allowed to sub-contract works to any “Sub-contractor” from a country which shares a land border with India unless such Sub-contractor is registered with the competent Authority as mentioned in SCC.</p> <p>However, the said requirement of registration will not apply to bidders/sub-contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs.</p> <p>ii. “Bidder” (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.</p> <p>iii. “Sub-contractor” (including the term ‘Sub-vendor’/Sub-supplier’ in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of Sub-contractors stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>iv. “Bidders from a country which shares a land border with India” / “Sub-contractor from a country which shares a land border with India” mentioned in para above means.</p> <p>a) An entity incorporated, established, or registered in such a country; or</p> <p>b) A subsidiary of an entity incorporated, established, or registered in such a country; or</p> <p>c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or</p> <p>d) An entity whose beneficial owner is situated in such a country; or</p> <p>e) An Indian (or other) agent of such an entity; or</p>



		<p>f) A natural person who is a citizen of such a country; or</p> <p>g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p> <p>v. The beneficial owner for the purpose of clause “iv” above will be as under:</p> <p>a) In case of company of Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.</p> <p>Explanation-</p> <p>i. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.</p> <p>ii. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements.</p> <p>b) In case of a partnership firms, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.</p> <p>c) In case of an unincorporated associations or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.</p> <p>d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing officials.</p> <p>e) In case of a trust, the identifications of beneficial owner(s) shall include identification of the author of trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>vi. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p>vii. In regard to “Restrictions on procurement from a Bidder of a country which shares a land border with India” bidder has to submit Certificate as per Annexure 7 of Section VI (Forms and Procedures) of the bidding document.</p>
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42.	HURL right to assess the capabilities and capacity of Bidder	HURL reserves the right to assess the capabilities and capacity of the Bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of HURL.
	<u>Important Note</u>	The Special Conditions of Contract (SCC) will supersede any other related conditions anywhere else in the Bidding Documents and will prevail for evaluation / finalization of the tender.



Checklist of documents to be submitted:

Sr. No.	Item	Yes / No
1	Techno Commercial Proposal Bid Form (Enclosed as Annexure-1 to Forms and Procedures i.e., Section VI).	
2	Power of Attorney as per requirement mentioned in NIT.	
3	Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD) as per format enclosed at Annexure-14 of Section VI (Forms & Procedures) of the Bidding documents / MSE Certificate for exemption of EMD.	
4	Signed, Stamped and Scanned copy of Certificates like Registration Certificate, GST No., PAN No., UDYAM etc.	
5	Signed, Stamped and Scanned copy of Format for Electronics Payment (Enclosed as Annexure-2 to Forms and Procedures i.e., Section VI) and a copy of cancelled cheque .	
6	Signed, Stamped and Scanned copy of Tender Acceptance Letter & Letter of authorization to submit bid (Enclosed as Annexure-3 to Forms and Procedures i.e., Section VI).	
7	Documents as required in accordance with Qualifying Requirements i.e. Pre-Qualification Criteria (PQC) and QCBS i.e., Clause 6 of NIT .	
8	Signed, Stamped and Scanned copy of No deviation Certificate (Enclosed as Annexure-4 to Forms and Procedures i.e., Section VI).	
9	Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director or Legally Authorized Signatory, in the format as enclosed as Annexure-5 to Forms and Procedures i.e., Section VI to Bidding Document shall be furnished certifying that the data and documents furnished by them in respect of Techno-Commercial evaluation are true and correct including the contents thereof.	
10	Signed, Stamped and Scanned copy of Form of Acceptance of Fraud Prevention Policy of HURL (Enclosed as Annexure-6 to Forms and Procedures i.e., Section VI).	
11	Signed, Stamped and Scanned copy of Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India and declaration on Local Content (Enclosed as Annexure-7 to Forms and Procedures i.e., Section VI).	
12	Signed, Stamped and Scanned copy of Declaration Regarding GST Applicable on offered goods / service activity. (Enclosed as Annexure-A to Special Conditions of the Contract i.e., Section IV).	



13	Affidavit deposing compliance of Clause 5 of Notice Inviting Tender	
14	Any other document asked for in the Bidding Documents.	

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



Annexure 2 to ITB

A	Instructions for Online Bid Submission	<p>The bidders are required to submit their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.</p> <p>More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.</p> <p>1.0 REGISTRATION</p> <p>1.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.</p> <p>1.2 As part of the enrollment process, the bidders will be required to choose a unique username and assign a password for their accounts.</p> <p>1.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.</p> <p>1.4 Upon enrollment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / nCode / eMudhra etc.), with their profile.</p> <p>1.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.</p> <p>1.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.</p> <p>2.0 SEARCHING FOR BIDDING DOCUMENTS</p> <p>2.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.</p> <p>2.2 Once the bidders have selected the tenders they are</p>
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		<p>interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the Bidding Document.</p> <p>2.3 The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.</p> <p>3.0 <u>PREPARATION OF BIDS</u></p> <p>3.1 Bidder should take into account any corrigendum published on the Bidding Document before submitting their bids.</p> <p>3.2 Please go through the Bidding Document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.</p> <p>3.3 Bidder, in advance, should get ready the documents to be submitted as indicated in the Bidding Document / schedule. Generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.</p> <p>4.0 <u>SUBMISSION OF BIDS:</u></p> <p>4.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. HURL shall NOT be responsible for any delay.</p> <p>4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Bidding Document.</p> <p>4.3 Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.</p> <p>Bidder should prepare the EMD as per the instructions specified in the Bidding Document. In case the EMD is submitted through DD/BG, the original should be posted/couriered/given in person to the concerned official, so as that it reaches to the concerned official latest by the last date and time of bid submission or as specified in the Bidding Documents.</p> <p>4.4 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</p>
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		<p>standard BOQ format with the Bidding Document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the blue colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.</p> <p>4.5 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.</p> <p>4.6 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology.</p> <p>4.7 Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded Bidding Documents become readable only after the tender opening by the authorized bid openers.</p> <p>4.8 The uploaded Bidding Documents become readable only after the tender opening by the authorized bid openers.</p> <p>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.</p> <p>4.9 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.</p> <p>4.10 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.</p> <p>4.11 The Bidder is permitted to withdraw his Bid before the last</p>
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		<p>date of Bid submission and time through the CPP Portal. The bidder should provide the supporting reasons for bid withdrawal and attach the supporting letter to the Purchaser.</p> <p>4.12 During bid evaluation, EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to the Purchase Orders/Contracts executed declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT/IFB. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid including substitution of Purchase Orders/Contracts executed in the bid by new/additional Purchase Orders/Contracts executed for conforming to Qualifying Requirement shall be sought, offered or permitted.</p> <p>For this purpose, only 1 chance, shall be given. However, if after review, the employer considers further clarification is required, bidders may be given one more opportunity to submit further clarifications/ documents on the documents/ clarifications already submitted. If the techno-commercial acceptability of bidder is established upon verification of documents including clarifications submitted, the case shall be considered for further processing. If the bidder happens to be defaulter upon verification of the documents or has not uploaded the required document within the mentioned time frame his bid would be analyzed based on the uploaded documents and if found not in order as per requirement, would be outrightly rejected.</p>
B.	Reverse Auction	<p>Procedure in submission of bids by the bidders during Reverse/Forward auction online, if applicable.</p> <ul style="list-style-type: none"> ➤ Bidders shall login using their login ID & Password and then using DSC. ➤ Click on My Auctions button given in left side of page, to view Action details for which Techno-Commercially qualified. ➤ For participating in Live Auction, <ul style="list-style-type: none"> a) Click on Live Auction Button. b) Click on View button to participate in interested Auction. c) There is List of qualified Lots in which Bidder can participate against selected Auction. d) Click on Hammer Icon to participate in the respective lot. e) On clicking Hammer Icon, system will show Start price, Decremental (or incremental) price and Current price against lot. Current Price is appearing as Blank in case no bidder has offered price. f) Enter your Price in 'My Auction Price' in multiples of



		<p>decremental (incremental) value up to above (below) Max Seal % value, and then sign it digitally by clicking on Sign Icon and Click on submit button.</p> <p>g) System will show your Latest Value / Price Quoted and system will also show Least Amount/ Rate which any Bidder would have quoted.</p> <p>10. Tender Cum Auction is a combination of Tender Followed by Reverse Auction. It is also called as eRA.</p> <p>Subsequently, Reverse Auction will be conducted amongst techno-commercially qualified / approved bidders after Opening of Financial/Price Bids' online.</p> <p>The Reverse Auction will be normally initiated after Opening of Price Bids. There will be no participation fees for Auction. Only such bidders - who have been found techno- commercially qualified as per requirements of the tender will be permitted to participate in the Reverse Auction.</p> <p>After opening of the price (financial) bids, System displays L1 price based on either over all basis or item wise/lot basis automatically. Using this system provided price, which would be auction start price procuring entity will create Reverse Auction and publish the same.</p> <p>The Techno-commercially qualified bidders will receive Auction information through SMS & email. The participating bidders get an opportunity to revise their prices (reduce in case of Reverse Auction). It allows bidders multiple opportunities to offer a price.</p> <p>11. The lowest value quoted by the bidder will become the auction start price for auction and the participant bidders have to quote below the auction price.</p> <p>12. The Bidder would be allowed to bid lower than the opening price of auction in multiples of the decrement value mentioned in <u>para 5.</u> However, bidder can only bid lower than the Lowest Bid.</p> <p>13. The auction will be done on bid value (to be provided by bidder) which will be derived based upon cost as mentioned in para below. It is inclusive of any taxes, etc.</p> <p>14. The minimum decrement value will be Rs. 10,000.00 as mentioned in clause VII below. The reduction shall have to be made as per decrement value or in multiple thereof.</p> <p>15. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:</p> <ul style="list-style-type: none"> a) Current Bid Price in the Auction. b) Start Price. c) Decrement value.
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		<p>17. Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned.</p> <p>18. All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder against that site and acceptance of the same by HURL will form a binding contract between HURL and the bidder for entering into a contract.</p> <p>19. If the lowest price received during reverse auction is unreasonable or it is unacceptable on ground of being too high compared with estimated price, the HURL management reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable, HURL may not accept such bid and may go for another tender process.</p> <p>20. In case of disruption of service at the service provider's end while the RAP is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be the 'Start Bid' price for the restarted RAP. The prices quoted in the prematurely ended RAP will be binding on all the bidders for consideration if the restarted RAP does not trigger within the stipulated time.</p> <p>21. However, if Reverse Auction does not lead to any bid, HURL shall reserve the right to award the job based on the lowest prices quoted in online commercial bid.</p> <p>22. The successful bidder needs to submit the revised BOQ in line with price quoted by him in reverse auction.</p> <p>23. The detailed Break-up of offered cost, provided by the successful bidder shall be considered and order, if placed, shall be with the same break-up of prices. The successful bidder(s) after reverse auction will be responsible to ensure that the rate as per the breakup of prices provided by him after the reverse auction and total value offered by him in the reverse auction are same. In no case the price of individual item can exceed the price arrived at after RA as per procedure brought out above. The successful bidder will not be allowed to increase the rate of any component while submitting the breakup. While giving the breakup, the successful bidder will have to consider same rate of taxes as</p>
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		<p>quoted while submitting the commercial bid. In case the successful bidder(s) fail(s) to submit the final BoQ within 3 days or the breakup given by bidder does not match with total offered price, the HURL will be at liberty to place order by proportionately reducing the component rates on basis of the e-auction bid submitted by the successful bidder along with the initial offer and the same will be binding on the successful bidder. All calculations will be done up to two decimal places. In no case the total amount of the revised BOQ to be higher than the amount received after RA. In case the amount with revised BOQ exceeds the amount received after reverse Auction, then rounding off (in the decimal places) in the unit rates shall be done in a manner that the total value does not exceed the total RA price. Such derived rates shall be binding on the successful Bidder.</p>
		<p>Bidders must apprise themselves of the applicable guidelines for submission of and uploading of bids etc. on CPP website.</p>



HINDUSTAN URVARAK & RASAYAN LIMITED

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



SECTION – III

GENERAL CONDITIONS OF CONTRACTS (GCC)



The Special Conditions of Contracts (SCC) will supersede any related condition anywhere in the Bidding Documents and will prevail for evaluation / finalization of the tender.

1	Definitions & Terminology	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>“Employer” / “Owner” means the Hindustan Urvarak & Rasayan Limited (HURL), having its registered office Core-4, 9th Floor, Scope Minar, Laxmi Nagar District Centre, Delhi-110092 and shall include their legal representatives, successors and permitted assigns.</p> <p>“Contract” means the Contract Agreement entered into between the Owner and the Contractor, together with the Contract Documents referred to therein; they shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.</p> <p>“Contract Documents” mean the following documents that constitute the Contract between the Employer and the Contractor:</p> <ul style="list-style-type: none"> (i) The Contract Agreement along with its appendices (ii) Letter of Award/Service Purchase Order along with its appendices including agreed variations annexed. (iii) Amendment to Tender/Bidding Documents (iv) Special Conditions of Contract (v) Technical Specifications (vi) General Conditions of Contract (vii) The Bid and Bill of Quantities submitted by the Contractor (viii) Instructions to Bidders <p>“GCC” means the General Conditions of Contract hereof.</p> <p>“SCC” means the Special Conditions of Contract.</p> <p>“Day” means calendar day of the Gregorian Calendar.</p> <p>“Week” means a continuous period of seven (7) calendar days.</p> <p>“Month” means calendar month of the Gregorian Calendar.</p> <p>“Completion” means the fulfilment of the Services by the Contractor in accordance with the terms and conditions set forth in the Contract.</p> <p>“Contractor” shall mean the successful Sole Bidder or Consortium whose bid has been accepted by the OWNER and who has been selected by the OWNER for the award of Works and shall include his heirs, legal representatives, successors and permitted assigns.</p> <p>“Contract Price” means the price to be paid for the performance of the Material /Services, Excluding GST.</p>
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		<p>Effective Date means the date on which this Contract comes into force pursuant to GCC Clause 15.</p>
		<p>Foreign Currency means any currency other than the currency of the Owner's country.</p>
		<p>"Local Currency" means the currency of the Government of India.</p>
		<p>"Government" means the Government of the Owner's country i.e., INDIA.</p>
		<p>Party means the Owner or the Contractor, as the case may be, and "Parties" means both of them. Third party means any party other than Owner and Contractor.</p>
		<p>Personnel means professionals and support staff provided by the Contractor or by any Sub-Contractor and assigned to perform the Services or any part thereof;</p>
		<p>"Funds" means any funds allocated to the Owner under Company budget, or loan, grants and credits placed at the disposal of the Owner.</p>
		<p>Services means the work to be performed by the Contractor pursuant to this Contract</p>
		<p>Sub-Contractor means any person or entity to whom/which part of the Services is sub-consulted.</p>
		<p>"Engineer" or "Engineer-in-Charge" or "E.I.C." shall mean the officer appointed in writing by the Owner to act as "Coordinator" from time to time on behalf of Owner in all matters pertaining to this Contract. "Engineer-in- Charge" shall be authorized by the Client for supervision, inspection, scrutiny, and approval of some or all of the services rendered by the Contractor under the Contract.</p>
		<p>"Bill Of Quantity" shall mean the priced and completed Bill of Quantity (BOQ) forming the part of the bid or such Bill of Quantity (BOQ) forming the part of the Contract, as the case may be, with amendments, if any, thereto.</p>
		<p>Throughout these Bidding Documents, the term "Bid" and "Tender" and their derivatives (Bidder/ Tenderer, Bidding / Tendering, Bidding Document/Tender Document, etc.); Bill of Quantity / Schedule of Quantity / Schedule of Quantities/ Bill of Quantities; Owner / Employer / HURL; Bid Security / Earnest Money Deposit; Security Deposit / Performance Security/ Performance Guarantee; Engineer-in-Charge / Engineer, appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other.</p>



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



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



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



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



23	Limitation of Liability	<p>HURL shall in no way be responsible for any liabilities arising out of the Contractor's Contractual obligations with the Contractor's personnel, experts, engineers, sub-Contractors, licensors, collaborators, vendors, or subsidiaries. Similarly, the Contractor shall in no way be responsible for any liabilities arising out of HURL's personnel, sub-Contractors, licensors, collaborators, vendors, or subsidiaries.</p> <p>The Contractor and HURL both agree that each shall assume full risk of damages or injury to its own properties, employees and representatives caused by any act or omission to act by their respective employees or representatives, during the performance of this Contract.</p> <p>Except in cases of criminal negligence or willful misconduct,</p> <ul style="list-style-type: none"> (a) Neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and (b) The aggregate liability of the either party to the other party, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to patent infringement. Notwithstanding anything contained hereinabove, the aggregate liability of the Employer to the Contractor shall not exceed the Total Contract Price, less payments already released to the Contractor, if any.
24	Liability of the Contractor	<p>The Contractor shall be, liable to and required to indemnify, the Owner as stated under for due performance of the Contract.</p> <p>The Contractor shall indemnify the Owner from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Owner during or in connection with the Services by reason of:</p> <ul style="list-style-type: none"> (a) infringement or alleged infringement by the Contractor of any patent or other protected right; or (b) plagiarism or alleged plagiarism by the Contractor. <p>The Contractor shall ensure that all goods and services (including without limitation all computer hardware, software, and systems) procured by the Contractor out of funds provided or reimbursed by the Owner or used by the Contractor in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.</p>



25	Insurance to be taken out by the Contractor	<p>The Contractor</p> <p>(a) shall take out and maintain, and shall cause any Sub-Contractors to take out and maintain, at their (or the Sub-Contractors', as the case may be) own cost, but on terms and conditions approved by the Owner, during the performance of the Contract, the insurance against the risks, and for the coverage as specified in the SCC; and</p> <p>(b) at the Owner's request, shall provide evidence to the Owner showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.</p>
26	Contractor's Actions Requiring Owner's Prior Approval	<p>The Contractor shall obtain the Owner's prior approval in writing before taking any of the following actions:</p> <p>(a) any subcontract relating to the Services to an extent and, with such specialists and entities as may be approved as</p> <p>(b) any other action that may be specified in the SCC.</p> <p>Notwithstanding any approval as above, the Contractor shall remain fully liable for the performance of Services by the Sub-Contractor and its Personnel and retain full responsibility for the Services.</p>
27	Assistance and Exemptions	<p>The Owner shall use its best efforts to ensure the following:</p> <p>(a) To ensure the accuracy of all information and/or data to be supplied by the Owner to the Contractor necessary for performance of the Contract, except when otherwise expressly stated in the Contract.</p> <p>(b) issue to officials, agents, and representatives of the Owner all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.</p> <p>(c) provide to the Contractor, Sub-Contractors, and Personnel any such other assistance as may be specified in the SCC.</p>
28	Payment Terms	<p>General</p> <p>In consideration of the Services performed by the Contractor under this Contract, the Owner shall make to the Contractor such payments and in such manner as stated below:</p> <p>Payments will be made in the currency or currencies in which the Contract Price has been stated in the Contractor's bid i.e., INR.</p> <p>No payment made by the Owner herein shall be deemed to constitute acceptance of the Services nor relieve the Contractor of any obligations.</p> <p>Modes of Billing and Payment</p> <p>All the invoices of payment shall be supported by necessary Documents and submitted in quadruplicate for the certification of Engineer-in-Charge for which he will require a maximum time of fifteen (15) days before the same are submitted for processing the payment of amount admitted.</p>



		<p>The Owner shall pay to the Contractor all the admissible payments within thirty (30) days of certification of the Engineer-in-Charge of the amount payable for the services.</p> <p>Contractor shall furnish the details of Bank Account in the prescribed format along with Bid in order to facilitate the Owner to release Payments electronically through Electronic Fund Transfer system wherever technically feasible. The Contractor shall hold the Owner harmless & Owner shall not be liable for any direct, indirect, or consequential loss or damage sustained by the Contractor on account of any error in the information or change in Bank details provided to the Owner in the prescribed form without intimation to Owner duly acknowledged.</p>
29	Early Warning	<p>If at any time during performance of the Contract, the Contractor or its Sub-Contractors should encounter events, circumstances conditions that may adversely affect the quality of the work, increase the cost of Services, or delay the execution of the Services, the Contractor shall promptly notify the Owner in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor's notice, the Owner shall evaluate the situation, and the Contractor shall cooperate with the Owner in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.</p>
30	Extension of the Intended Completion Date	<p>In the event the Contractor is unable to complete the assignment by the Intended Completion Date, it may request the Owner to extend the Intended Completion Date giving reasons. The Owner may extend the Intended Completion Date if the reasons given by the Contractor, including prior review where necessary, are found acceptable. The Owner shall, however, decide by how much to extend the Intended Completion Date.</p>
31	Good Faith	<p>The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.</p>
32	Liquidated Damage (LD) for Delay	<p>The timely delivery of the material/services is the essence of the contract. In the event of Supplier's failure to deliver the material / services or fails to perform the incidental Works/ Services of acceptable quality within the stipulated delivery period, the liquidated damages are payable by the Supplier / Contractor @ ½% percent of the delivered price of the delayed material / Services and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 5% of the delayed materials / Services' or incidental Works/ Services' contract price(s), excluding GST. However, the total liability of the Supplier / Contractor under this clause shall not exceed 5% of the Total contract value as awarded, excluding GST.</p> <p>In case of amendment in the contract value, the limiting value of the Liquidated damages shall be 5% of the amended Contract Value, excluding GST.</p>



		The amount of Compensation may be adjusted or set-off against any sum payable to the Supplier/Contractor under this or any other contract with the Owner.
33	Change in laws and regulations	If, after the date seven (7) days prior to the last date of Bid submission, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to items in respect of both direct transactions between the Employer and Supplier.
34	Performance Security	<p>Within thirty (30) days of the receipt of Purchase Order/Service Order from the Employer, the contractor shall furnish the Contract Performance Guarantee (CPG), if applicable, for the due performance of the Contract for five percent (5%) of the Contract Price including GST, with an initial validity up to ninety (90) days beyond the completion date for work plus defect liability period (if any), for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer as mentioned below.</p> <p>CPG may be submitted in any of the following forms:</p> <ul style="list-style-type: none"> a) crossed Demand Draft / Bankers cheque drawn in favour of HURL Payable at New Delhi. b) An irrevocable Bank Guarantee as per the HURL standard format from any Nationalized bank / Scheduled Bank as acceptable to HURL as per list enclosed. <p>Failure of the supplier to submit the above-mentioned Contract Performance Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p> <p>No interest shall be payable by the Employer to the Contractor against the Security Deposit furnished.</p> <p>Performance Security shall be returned after Certification of completion of work by EIC. However, the contractor will have to apply in writing, for refund of the same.</p>
35	Force Majeure	Neither CONTRACTOR nor OWNER shall be considered in default in the performance of their obligations under CONTRACT, as long as such performance is prevented or delayed for reasons such as, including but not limited to, whether similar or dissimilar, acts of God, earthquake, tidal wave, tsunami, hurricane, storm, typhoon or cyclone (except monsoon), floods, lightening, land slide, fire or explosions, plague or epidemic, strikes of a whole National category of workers and concerted act of workmen or



other industrial disturbances (lasting more than 7 consecutive calendar DAYS), lockouts (lasting more than 7 consecutive calendar DAYS), sabotage, blockade, war, riots, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, terrorist acts, insurrection or military or usurped power of confiscation or trade embargoes or destruction or requisition by order of any Government or any Public Authority or for reasons or cause beyond the reasonable control of the affected party provided notice of any such cause is given forthwith and in any event not later than fourteen (14) DAYS of the happening of the event by the party claiming the benefit of this Clause to the other specifying the matter constituting FORCE MAJEURE explaining to what extent contractual obligations will thereby be prevented or delayed and the further period for which it is estimated that such prevention or delay will continue.

CONTRACTOR shall provide justificatory documents countersigned by the local Chamber of Commerce. Notwithstanding the forgoing, FORCE MAJEURE shall not include (a) weather conditions reasonably to be expected for the climate in the geographic area of the SITE including but not limited to the monsoon season, (b) the occurrence of any manpower or material shortages unless such a shortage is itself caused by an event of force majeure, or (c) any delay, default or failure (direct or indirect) in obtaining materials, or in any SUB-CONTRACTOR/VENDOR or worker performing any WORK or any other delay, default or failure (financial or otherwise) attributable to SUB-CONTRACTOR/Vendor/worker, unless such delay, default or failure results from any act, event or condition which would, with respect to such SUBCONTRACTOR/ VENDOR/ worker, constitute an event of force majeure.

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

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

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

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



		<p>Delay or non-performance by a party hereto caused by the occurrence of any event of FORCE MAJEURE shall not:</p> <p>(a) Constitute a default or breach of the CONTRACT,</p> <p>Or</p> <p>(b) Give rise to any claim for damages or additional cost or expense occasioned thereby, if such delay or non-performance is caused by the occurrence of any event of FORCE MAJEURE. FORCE MAJEURE conditions are not payable under any circumstances.</p> <p>Force Majeure is no one's fault, therefore each party should bear its own cost and a provision to terminate the CONTRACT in case of Force Majeure extending beyond six (06) month is provided. Should OWNER wish the CONTRACTOR to continue further, both parties may sit together and mutually agree on the future course failing which Parties will have the right to terminate. Such termination shall not be considered as Termination for Owner's Convenience. However, outstanding invoices, payment for supplies made and payment to the work already performed will be paid by OWNER on such termination and shall be detailed at the time of CONTRACT finalization. CONTRACTOR shall have the right to take action to mitigate the impact of the prolonged Force Majeure event in mutual consent with Owner.</p> <p>FORCE MAJEURE shall not apply to any obligation of the OWNER to make payments to the CONTRACTOR under the contract.</p>
36	No Breach of Contract	<p>The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.</p>
37	Measures to be Taken on Force Majeure	<p>A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor, upon instructions by the Owner,</p>



		<p>shall either:</p> <ul style="list-style-type: none"> (a) demobilize, or (b) continue with the Services to the extent possible, in which case the Contractor shall continue to be paid under the terms of this Contract.
38	Suspension	<p>The Contractor shall, on receipt of the order in writing of the Engineer-in-Charge, suspend the progress of the Works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary for any of the following reasons:</p> <ul style="list-style-type: none"> i. On account of any default on part of the Contractor. ii. for proper execution of the Works or part thereof for reasons other than the default on the part of the Contractor. iii. for safety of the Works or part thereof, for reasons other than those attributable to the Contractor. <p>The Contractor shall, during such suspension, properly protect and secure the Works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.</p> <p>The time for completion of the WORKS will be extended for a period equal to the duration of the suspension. The Contractor shall not be eligible for any other compensation whatsoever for such suspension, except as otherwise provided herein under.</p> <p>If such suspension of WORK by OWNER delays or is likely to delay the progress of WORK or the carrying out of WORK under CONTRACT resulting in additional expenses or increased liability to CONTRACTOR, the OWNER shall pay to the CONTRACTOR all reasonable expenses, mutually agreed between OWNER and CONTRACTOR, arising from suspension of the work by an order in writing of the OWNER provided that such suspensions of work is more than a cumulative period of ninety (90) days and provided that such suspension is not due to some fault on the part of the CONTRACTOR or a SUBCONTRACTOR.</p>
39	Termination for Default	<p>The Owner or the Contractor, without prejudice to any other remedy for breach of Contract, by notice of default sent to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of contract. In such an occurrence one party shall give not less than thirty (30) days' written notice of termination to the other party.</p> <p>Fundamental breaches of the Contract shall include but shall not be limited to, the following:</p> <ul style="list-style-type: none"> (a) If the Contractor fails to remedy a failure in the performance of their



		<p>obligations hereunder, within thirty (30) days of receipt of such notice of suspension or within such further period as the Owner may have subsequently approved in writing.</p> <p>(b) If the Contractor submits to the Owner a statement which has a material effect on the rights, obligations, or interests of the Owner and which the Contractor knows to be false.</p> <p>(c) if the Contractor, in the judgement of the Owner has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>For the purpose of this Sub-Clause:</p> <p>"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Owner and includes collusive practice among Contractors (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition.</p>
40	Termination for Insolvency	<p>The Owner and the Contractor may at any time terminate the Contract by giving notice to the other party if:</p> <p>(a) the Owner becomes bankrupt or otherwise insolvent.</p> <p>(b) the Contractor becomes (or, if the Contractor consist of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or</p> <p>(c) in such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.</p>
41	Termination for Convenience	<p>The Owner, by notice sent to the Contractor, may in its sole discretion and for any reason whatsoever, terminates the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Owner's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>In event of termination of Order/Contract, the Employer shall pay to the Supplier/Contractor the Contract Price, properly attributable to the works/supplies executed by the Supplier/Contractor as on the date of termination. However, any sums due to the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Order/Contract.</p>



42	Termination because of Force Majeure	The Owner and the Contractor may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
43	Cessation of Services	Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clauses 39 to 42, the Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.
44	Payment upon Termination	Upon termination of this Contract pursuant to GCC Clauses to 39 to 42, the Owner shall make the payments to the Contractor for Services satisfactorily performed prior to the effective date of termination.
45	Disputes about Events of Termination	<p>If either Party disputes whether an event specified in GCC Clause 39, 40 or 41 has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 46, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.</p> <p>In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC Clause 46.</p>
46	Settlement of Disputes	<p>Mutual Discussion</p> <p>Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties and so notified in writing by either Party to the other Party (the 'Dispute') shall in the first instance, be attempted to be resolved amicably by mutual consultations between the Parties within a period of 30 days. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.</p> <p>Arbitration</p> <p>If either the Owner or the Contractor is dissatisfied with the mutual discussion, or if the mutual discussion fails to arrive at a decision within thirty days (30) days of a dispute being discussed, then either the Owner or the Contractor may, within fifty-six (56) days of such reference, give notice to the other party, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>Any dispute in respect of which a notice of intention to commence</p>



		<p>arbitration has been given, in accordance with above clause, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Services.</p> <p>Any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.</p> <p>The Owner and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within twenty-eight (28) days after the latter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority as given below:</p> <ul style="list-style-type: none"> a) President, Institution of Engineers in case of an Indian Contractor. b) President, International Chambers of Commerce, Paris in case of a Foreign Contractor. <p>If one party fails to appoint its arbitrator within forty-two (42) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.</p> <p>If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned under the Clause related to Governing Law and a substitute shall be appointed in the same manner as the original arbitrator. Arbitration proceedings shall be conducted,</p> <ul style="list-style-type: none"> (i) in accordance with the following rules of procedure: <ul style="list-style-type: none"> a) In case of a foreign Contractor, the arbitration proceeding shall be conducted in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976. b) In case of an Indian Contractor, adjudication/Arbitration proceedings shall be conducted in accordance with Indian Arbitration and Conciliation Act 1996. In case the Indian Contractor is an Indian Public Sector Enterprise/Government Department (but not a State Govt. Undertaking or Joint Sector Undertaking which is not a subsidiary of Central Govt. Undertaking), the dispute arising between the Owner and the Contractor shall be referred for resolution to a Permanent Arbitration Machinery (PAM) of the Department of Public Enterprises, Government of India. c) In case of a foreign collaborator/associate of the Contractor, the arbitration proceedings shall be conducted in accordance with the United Nation Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976.
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		<p>(ii) in New Delhi, India (Place for Arbitration)</p> <p>(iii) in the language in which this Contract has been executed.</p> <p>The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court.</p> <p>The parties thereby waive any objections to or claims of immunity from such enforcement.</p>
47	Fraud Prevention Policy	<p>The Supplier along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall strictly adhere to the Fraud Prevention policy of the Employer displayed on its tender website http://www.hurl.net.in.</p> <p>The Supplier along with their associate / collaborator / subcontractors /sub-vendors / consultants / service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of the Contract (Purchase Order/Service Order).</p> <p>The Supplier shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.</p>
48	Risk purchase	<p>In the event Contractor fails to execute the services / supply the material in scheduled completion period, HURL reserves the right to get the job executed from any other source at the Contractors risk and cost and the difference in cost shall be borne by the Contractor.</p> <p>Further, HURL shall retain the right of forfeiture of Performance Security and or any other action as deemed fit including punitive action such as Debarment.</p>

IMPORTANT NOTE	The Special Conditions of Contract will supersede any other related conditions anywhere in the tender documents and will prevail for evaluation / finalization of the tender.
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HINDUSTAN URVARAK & RASAYAN LIMITED

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



SECTION – IV

SPECIAL CONDITIONS OF CONTRACTS(SCC)



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

SCC Clause	Reference Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract or additional clauses
1	Qualifying Requirements i.e. Pre-Qualification Criteria (PQC) and QCBS	As per clause 6.0 of Section I i.e., NIT (Notice Inviting Tender).
2	Price Bid/ BOQ	<p>Schedule of price bid / BOQ in the form of BOQ_XXXX.xls is provided along with this tender document at https://eprocure.gov.in/eprocure/app.</p> <p>Bidders are advised to upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered / modified in any manner, tender will be completely rejected and EMD would be forfeited, and tenderer is liable to be banned from doing business with HURL.</p> <p>The quoted rate/amount shall be inclusive of taxes duties, levies including any other incidental charges applicable for the complete Scope of Work, excluding GST. The GST shall be paid extra as per the provisions of Clause 6 (i.e., Taxes and Duties) of SCC.</p> <p><u>HURL reserves the rights to get any of the activity of the BOQ executed from the bidder as per the requirement and same shall be binding in the bidder.</u></p> <p>Note: Quantity mentioned in the BOQ / SOR are non-splitable under the tender. BOQ (Bill of Quantity) and SOR (Schedule of Rates) shall have the same meaning.</p>
3	<u>Bid Evaluation</u>	<p><u>Qualifying Requirement Evaluation:</u></p> <p>HURL, by the examination of Techno-Commercial Bid, will determine to its satisfaction whether the participating bidders are qualified to satisfactorily perform the contract in terms of Pre- Qualification Criteria stipulated in clause 1 of SCC.</p> <p>An affirmative determination of meeting the Pre- Qualification Criteria will be a prerequisite for further evaluation of Techno-Commercial bid. A negative determination will result in rejection of the Bidder's Techno-Commercial Bid in which event HURL will not open the Price Bid of the concerned bidder and his EMD shall be returned.</p> <p>A vendor meeting the pre-qualification criteria will be eligible for Quality and Cost-Based Selection (QCBS), if applicable.</p> <p>Only those Bidders who have secured minimum QCBS Score or above shall be declared as qualified for evaluation of their 'Commercial Bid'. Bidders who have secured less than minimum QCBS Score shall be rejected.</p>



HURL

		<p><u>Technical Bid Evaluation:</u></p> <p>Bids shall be scrutinized on Techno-Commercial parameters based on the documents as mentioned in Annexure-1 to ITB. Bidders are required to submit fully compliant bid. The bidders are required to furnish no deviation certificate in conformity to same. The bidder who has not submitted / furnished such certificate, their price bid shall not be opened. The PRICE BID shall be opened only of those bidders whose bid would have been considered techno- commercially accepted. Conditional bids will not be accepted.</p> <p><u>Price Bid Evaluation:</u></p> <p>Price bid(s) of the bidder(s) shall be evaluated on the basis of SUM-TOTAL of bidder's quote for all the items as quoted by bidder for the total quantity of BoQ, on CPPP, Excluding GST amount.</p> <p>The bidder with the lowest financial offer will be given a financial score of 100. The financial scores of other bidders for the project shall be computed as follows –</p> <table><tr><td>[The 'financial score' of Bidder for the project(Y)]</td><td>=100 X [Lowest offer quoted in the tender (₹)] / [Offer quoted by the respective Bidder for the project (₹)]</td></tr></table> <p>The marks secured as above shall be the Financial Score of the bidder for the project.</p> <p>The detailed Break-up of offered cost, provided by the successful bidder shall be considered and order, if placed, shall be with the same break-up of prices.</p> <p>The management reserves the right to accept in full or in part/ reject any or all tenders at the time prior to award of contract without assigning any reasons whatsoever.</p>	[The 'financial score' of Bidder for the project(Y)]	=100 X [Lowest offer quoted in the tender (₹)] / [Offer quoted by the respective Bidder for the project (₹)]																						
[The 'financial score' of Bidder for the project(Y)]	=100 X [Lowest offer quoted in the tender (₹)] / [Offer quoted by the respective Bidder for the project (₹)]																									
4	Award Criteria	<p>Composite Score of the Bidder: Composite score of the Bidders for the bid shall be worked out as under-</p> <table><tr><th>Bidder</th><th>QCBS Score (X)</th><th>Financial Score (Y)</th><th>Weighted QCBS Score (70% of X)</th><th>Weighted Financial Score (30% of Y)</th><th>Composite Score (F=D+E)</th></tr><tr><th>A</th><th>B</th><th>C</th><th>D</th><th>E</th><th>F</th></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> <p>The bidder with the highest composite score shall be declared as successful bidder for the tender.</p> <p>HURL reserves the right to negotiate price with L1 bidder.</p> <p>Purchase order shall be awarded to the successful bidder.</p> <p>Letter of Award / Purchase Order and Rate Contract shall have the same meaning.</p> <p>Note: Quantity mentioned in the SOR are non-splitable under the tender.</p>	Bidder	QCBS Score (X)	Financial Score (Y)	Weighted QCBS Score (70% of X)	Weighted Financial Score (30% of Y)	Composite Score (F=D+E)	A	B	C	D	E	F												
Bidder	QCBS Score (X)	Financial Score (Y)	Weighted QCBS Score (70% of X)	Weighted Financial Score (30% of Y)	Composite Score (F=D+E)																					
A	B	C	D	E	F																					



5	Contract Price	Purchase order shall be awarded to the L1 Bidder on the quoted/finalized rates. Contract Price shall be total amount excluding GST.
6	Taxes and Duties	<p>The rates shall include all taxes, duties, royalties and other statutory levies leviable at present including Toll Tax etc. applicable on above mentioned activities.</p> <p>The GST shall be paid extra.</p> <p>With regard to GST Rate applicable for the offered Goods/ services, bidder has to submit declaration enclosed as Annexure-A to SCC.</p> <p>The contractor shall indemnify the Company against levy of any taxes/charges etc., imposed by the Govt. or any authority which are in existence at the time of submission of tender and also future statutory levies and the Contractor failed to deposit the same. The Company shall have the right to recover the total amount of tax so assessed including litigation expenses from contractor's bills / security deposit.</p> <p>GST payment applicable at the time of awarding the contract shall be subject to any change in GST law in future.</p>
7	Payment Terms & Documents required for Payment	<p>Tax Invoice of preceding month of all the implemented modules is to be raised in the following month by 5th of every month. The same will be processed within 30 days from the receipt of bills subject to its correctness in all ways.</p> <p>The numbers mentioned BoQ is indicative and if there is any deviation, then pro-rata charges shall be applicable and billing will be done as per actuals.</p>
8	Defect Liability Period	<i>Not Applicable under this contract.</i>
9	Governing Laws GCC CLAUSE 6	As per GCC.
10	Effective Date GCC CLAUSE 14 & 15	Effective Date of contract shall be the date of award of contract/ LoA.
11	Commencement of Services GCC CLAUSE 16	Immediately on award of Contract / LOA and Signing of NDA.



12	Insurance to be taken out by the Contractor GCC CLAUSE 25	As per GCC
13	Contractor's Actions Requiring Owner's Prior Approval GCC CLAUSE 26	As per GCC
14	Contract Period	<p>The system must Go Live within 75 days of award of contract / LoA.</p> <p>This Agreement shall commence on the Effective Date and shall remain in force for an initial period of two (2) years from the date of Go-Live.</p> <p>Upon expiry of the Initial Term, the Agreement may be extended for an additional period of one (1) year at the discretion of HURL, subject to mutual written agreement between the Parties.</p>
15	Signing of Contract Agreement	The successful tenderer / bidder is required to countersign the Purchase Order/ Work Order / Work Order within 3 days of award of contract as acknowledgement of receipt of contract for record purpose only.
16	NOTICE OF DEFAULT	In the event of any default by either party hereto, in respect of any of its obligations and responsibilities under the Contract, the party not in default shall give notice in writing to the other party calling upon it to rectify such default. Should the party in default does not rectify such default within a period of thirty (30) days of the receipt thereof within the said period, the other party shall be entitled to treat it as a breach of Contract and notice to that effect shall be given forth with.
17		If a tenderer resorts to any frivolous, malicious, or baseless complaints/allegations with an intent to hamper or delay the tendering process or resorts to canvassing / rigging/influencing the tendering process, HURL reserves the right to debar such tenderer from participation in the future tenders up to a period of 2 years.
18		Bidders must before submission of their Bids, acquaint themselves with all applicable regulatory and other legal requirements pertaining to insurance and health, safety and environment requirement in India and rules related to work permit and visa requirements in India or in any way or manner affecting the performance of Scope of Work, the Contractor and the Plant operation and performance including social security, safety, pollution control, permits, licenses, and the other statutory requirements and regulations. The submission of a Bid by the Bidder will be construed as evidence that such an examination was made, and the Bidder shall not raise at any time later any claims/disputes against the Owner



		and the Owner shall not be liable for the same in any manner whatsoever.
19	Non- Disclosure Agreement	The NDA document is required to be signed by the selected bidder prior to the start of any project-related activities. This includes, but is not limited to, accessing confidential information, participating in detailed technical discussions, reviewing system architecture, or handling any proprietary data. The execution of the NDA is a mandatory prerequisite to ensure the protection of sensitive organizational information and to maintain confidentiality throughout the engagement.
20	Performance Security / Performance Bank Guarantee (PBG)	<p>Within fifteen (15) days of the receipt of Purchase Order/Service Order from the Employer, the contractor shall furnish the Contract Performance Guarantee (CPG), if applicable, for the due performance of the Contract for Five percent (5%) of the Contract Price including GST, with an initial validity up to ninety (90) days beyond the completion date for work plus defect liability period (if any), for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer as mentioned below.</p> <p>CPG may be submitted in any of the following forms:</p> <ul style="list-style-type: none"> c) electronically by RTGS / NEFT in the account of HURL details as given in subsequent paragraphs, or d) crossed Demand Draft / Bankers cheque drawn in favour of HURL Payable at New Delhi, or c) An irrevocable Bank Guarantee as per the HURL standard format from any Nationalized bank / Scheduled Bank as acceptable to HURL as per list enclosed. <p>Failure of the supplier to submit the above-mentioned Contract Performance Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security without prejudice to HURL's rights and remedies as set forth in this tender or otherwise in law</p> <p>No interest shall be payable by the Employer to the Contractor against the Security Deposit furnished.</p> <p>Performance Security shall be returned after Certification of completion of work by EIC. However, the contractor will have to apply in writing, for refund of the same.</p> <p>No interest shall be payable by the Employer to the Contractor against the Security Deposit furnished.</p> <p>Performance Security shall be returned after Certification of completion of work and Defect Liability period (if any) by EIC. However, the contractor will have to apply in writing, for refund of the same.</p>



21	Penalty / Liquidated Damage (LD) for “non-commencement or delay in completion of work” and “delay in delivery after dispatch”.	As per clause 32 of GCC.
22	Service Level Agreement (SLA)	As per Scope of Work.
23	Tie Breaker Clause	In case of a tie at the lowest bid (L-1) position between 02 or more bidders, the preference shall be given to the bidder having higher turnover in the last audited financial year.



Annexure-A to SCC

DECLARATION REGARDING GST ON OFFERED GOODS / SERVICE ACTIVITY

(To be given on Company Letter Head)

NIT Ref. No.: HURL/HQ/CS645

DATED 24.12.2025

Sub: Declaration Regarding GST Applicable on offered Goods/ Service activity and relevant SAC/ HSN Code.

To,

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

Dear Sir,

We hereby submit following declaration with respect to the applicability of GST **on offered goods / service activity.**

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

The **HSN / SAC Code** for the offered **Goods/ Service is**

Yours
faithfully,
(Signature)

Date:

Place:

Name & Designation

Name of the Company

(Seal of Company)

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



HINDUSTAN URVARAK & RASAYAN LIMITED

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



SECTION – V

TECHNICAL SPECIFICATIONS

(SCOPE OF WORK AND OTHER TERMS & CONDITIONS)

Introduction

- ❖ Hindustan Urvarak & Rasayan Limited (HURL) intends to implement a comprehensive and integrated Human Resource Management System (HRMS) for 1149 employees covering the entire employee lifecycle. Presently, HURL has 1090 employees on its roll.
- ❖ The objective of this project is to automate, standardize, and streamline all HR functions across multiple locations to ensure efficiency, transparency, and accuracy in HR operations. The selected service provider shall be responsible for the design, customization, implementation, training, and maintenance of the HR modules including Payroll, Recruitment, Performance Management System (PMS), Training and Development, Attendance and Leave Management, Employee Self-Service (ESS), and Exit Management.

1- Payroll Managed Services

a. Payroll Scope

- Salary, Arrears and Recurring Payroll Processing
- Fixed, Formula or Variable Wage calculations.
- Minimum net pay
- HURL Financial Year and Tax Year Payroll Monitoring
- Recurring or Non-Recurring – Payments and Deductions Like Night Shift Allowances etc.
- Over time and Incentive
- Income Tax, One Time Tax and Gross up.
- Perquisites Calculations
- Hold Salaries
- Loss of Pay and Loss of Pay Reversals.
- Leave Encashment
- Salary Register giving earnings and deductions
- Head count Report
- Variance Report. (Reasons for Variances)
 - CTC Vs. Current Month
 - Current Month Vs. Previous Month
- Bank Account Variance Report
- Net Pay Reconciliation to Bank Advice

b. F&F process

- Settlement Dashboard
- Settlement Reports
- Form16s
- F&F settlement sheet
- IT computation Sheet

c. Employee ESS

- Welcome Kits & Auto Registration
- Compensation View
- Pay slip
- YTD Pay History
- FAQs
- Reimbursement statement
- Tax Computation Sheet.
- Online Income Tax Declaration.
- Online Income Tax Proof Submission
- Online reimbursement Option (FBP)
- Digitally signed Form 16
- Online Employee query resolution.
- Mobile App on IOS and Android
- Alumni Portal

d. CTC Reimbursement - Perk and Salary

- Reimbursements application submission and status update
- Administration of Eligibilities Monthly, Year-to-Date and Upfront
- Administration of Perquisites
- Administration of LTA, Vouching, Count, Exemption and Taxation
- Vouching as per Policies and Compliances
- Providing Bank advice for approved claim
- Claim rejection report

e. Reporting

i. **Payroll Reports**

- Salary Register giving earnings and deductions
- Head count Report
- Variance Report (Current Month Vs Previous Month with reasons)
- Bank Account Variance Report
- Employee loan summary and recovery thereof
- Net Pay Reconciliation to Bank Advice
- TDS Report
- LTA Paid & balance Report
- Employee CTC Report (With grade wise break up)
- Recurring Pay/Deduction Master Control Report
- Unclaimed CTC Report
- Payroll accounting file

ii. Statutory Reports

- Prof Tax Report
- PF Report
- ESI Report
- Labor Welfare Fund Report
- Form 16
- Form 24

2- Payroll Compliance Managed Services

A. EPF Compliance Management

1. Preparation of monthly contributions in respective account heads before statutory timeframe – input to get the payroll service provider on data being provided in an agreed format and cutoff date.
2. Validation of PF Report, Generation of ECR and Challan.
3. Remittance of Dues
4. Returns – Preparation and Submission of IW returns to the authorities as per due dates.
5. Returns – Preparation and Submission of 7 IF returns to the authorities as per due dates (if applicable)
6. Creation or mapping the UAN upon receipt of form 11 for new joiners as per the template.
7. Query handling support for employees.
8. Updating of Form 5A, whenever changes of ownership details.
9. Assist in handling of EPF inspections specific to employee salaries.
10. Preparation and submission of EPF related correspondence

B. Professional Tax Compliance

1. Validation of PT Report, Generation of PT Statement and Remittance Summary.
2. Remittance of Dues – HURL will perform the remittance as per the Remittance summary shared by vendor. Vendor will follow up on the remittance status. Vendor will support for offline remittances.
3. Preparation and submission of various statutory returns before statutory timeframe
4. Managing PT inspections - for clarifying the queries related to salaries.

C. Labour Welfare Fund Compliance

1. Validation of LWF Report, Generation of LWF Statement and Remittance Summary.
2. Remittance of Dues – HURL will perform the remittance as per the challan created by Vendor. Vendor will follow up on the same.
3. Preparation and submission of various statutory returns before statutory timeframe .
4. Managing LWF inspections - for clarifying the queries related to salaries.

→ Reports & Analytics

❖ For Employee

- CTC Report
- Salary Slips
- Form 16
- PF Statement
- Salary Structure report
- Salary revision history
- YTD Summary Report
- Salary Input History
- Settlement Report
- CTC Break up report
- Arrear Report
- CLA Report
- CLA History report
- PRP Payout Report
- PRP Arrear Report
- Investment declaration report
- OPD claim report
- Mobile/Wifi claim report
- The system should provide reports on the above processes. Reports like seniority list, HRIS reports, Promotion eligibility reports, Statutory reports, employee bio- data, department wise/project wise- grade wise manpower reports. etc.
- TA/DA Report
- Reports on list of vacant/excess positions (Integrate With manpower planning module)
- Reports on employee counts retired, resigned, suspended, terminated or left, per department, gradewise, superannuating in a specified period or any past or future date
- Status of compliance of transfer orders of various cadres
- Reports on the total number of employees applied for transfers, number approved/rejected/pending
- Reports on count of employees transferred in a specified period in / to / from a specific department / location
- Status report of officers/employees who are on probation and yet to be confirmed after promotion.
- Reports of the pending departmental enquiry against promotion.
- Report of leaves (CL, EL etc.) availed/leave quota balances pertaining to concerned employee as on date.
- Daily Attendance Report (Punch In /Punch Out/Time Data, Late Comers Report, Early Goers Report, Anomaly Report, Report of Absentee/Presented)
- Reports on no of employees for whom leave has not been approved/declined/modified (in a particular dept./location)
- Report on the list of present occupants of the house and list of vacant house - location wise, house type etc.
- Employee wise final grading of their appraisal reports since recruitment based on dynamic query.

- ➔ Report showing how many employees performance is outstanding, very good, good, average, below average with areas of improvement and percentage in each category location wise and as a whole.
- ➔ Other Type of reports

❖ For HR/Finance

- ➔ Investment Declaration Master
- ➔ YTD Month wise and
- ➔ Basic Paid Report
- ➔ LWP report
- ➔ CTC Master
- ➔ PF Master
- ➔ Bank Account No. Master
- ➔ PAN Master
- ➔ FnF Master
- ➔ Salary Hold/Stop Master
- ➔ HRA and Company Leased Accommodation report
- ➔ The system should have the provision for creation and maintenance of Sanctioned, Positioned and Vacant positions and reports thereof

❖ Statutory reports.

❖ Audit logs and historical payroll data.

➔ Integration

- Accounting/ERP systems (e.g., SAP)
- Bank systems for salary disbursement.
- Other HR modules (Leave, Attendance, Employee Master).

➔ Security & Access Control

- Role-based access (HR, Payroll Admin, Finance, Employee).
- Data encryption for sensitive payroll information.
- Audit trail for changes.

→ **Employee Self-Service (ESS) Portal**

- View/download payslips.
- Submit investment declarations.
- View salary structure and tax details.

→ **Deliverables**

- Fully functional Payroll Module.
- User manuals and technical documentation.
- Training for HR/Payroll users.
- Integration setup with required systems.
- Post-deployment support and maintenance.

→ **Assumptions**

- Existing attendance and HR master data are available and accessible.
- Statutory requirements remain stable during development

→ **Support & Maintenance**

- Bug fixing post-deployment: 90 days
- Ongoing maintenance whenever needed

→ **Compliance Management**

- Preparation of PF report from salary Register
- Generation of monthly PF ECR & Challan as per given timelines
- Generation and linking of UAN
- KYC Updation
- PF Manual activities like PF form submission, withdrawal, transfer, nomination etc
- Preparation of Location and state wise profession Tax Report
- Preparation of Challan
- Sharing PT reports
- Observation

3. Recruitment & Onboarding

→ Introduction

This Scope of Work defines the requirements for the design, development, customization, deployment, and support of a Recruitment and Onboarding module as part of the Human Resource Information System (HRIS). The module aims to automate and streamline the hiring process and facilitate smooth onboarding of new employees.

- Vacancy requisition & approval workflow
- Advertisement request letter to different vendors
- Job posting & applicant tracking system
- Interview scheduling & evaluation
- Interview Panel Nomination and approval workflow (Internal and External)
- Offer letter generation
- Digital onboarding workflow
- Payment Gateway
- Should provide for defining multiple types of correspondence with applicant - Application fee received, if any, and correspondence with accounting unit - Interview schedule letters - Appointment letters - Regret letters - Offer letters - Joining letters

→ Recruitment Management

- **Job Requisition & Approval Workflow**
 - Create and submit job requisitions with multi-level approval.
 - Role-based visibility of requisitions and approvals.
- **Job Posting Management**
 - Publish job openings internally and externally (company portal, job boards, social media, Newspapers as per HURL directions.
 - Ability to manage multiple job boards and sources.

- **Applicant Tracking System (ATS)**

- Candidate profile creation and management.
- Resume parsing and storage.
- Searchable candidate database with filtering and tagging.
- Automated candidate communication templates (acknowledgment, interview invites as per HURL requirements).
- Interview scheduling and calendar integration.
- Evaluation and rating by interviewers.
- Multi-stage recruitment workflows
- Rejection and offer workflows.

- **Collaboration and Notes**

- Interviewer feedback and notes storage.
- Internal communication and task assignment.

- **Offer Management**

- Offer letter generation (templates and customization).
- Approval workflows for offers.
- Digital acceptance and signature capability.

→ Onboarding Management

- **New Hire Portal**

- Welcome dashboard for new hires with tasks checklist.
- Submission of personal and compliance documents digitally and hardcopy
- Digitally sign company policies and agreements.

- **Pre-boarding Activities**

- Collect employee data prior to joining (bank details, emergency contacts, certificates, NOC, Police verification ETC).
- Equipment and access request (laptop, ID card, software licenses-If SAP required-HRIS access if in HR).
- Assign onboarding Spoc or mentor.

- **Task and Workflow Automation**
 - Automated task generation for HR, IT, Finance, Admin (account creation, payroll setup, Email id. E-office, registration in FRS, registration in travel desk etc.).
 - Notifications and reminders for pending tasks.
- **Orientation & Training Scheduling**
 - Schedule orientation sessions, training, and inductions.
 - Track attendance and completion.
- **Integration with Core HR Module**
 - Automatic creation of employee records upon onboarding completion.
 - Sync with payroll and attendance systems.

4. Resignation & Exit Management Module

→ Introduction

This Scope of Work (SOW) outlines the requirements for the development, deployment, and support of a Resignation and Exit Management module as part of the HRIS for HURL. This module should automate the employee exit process, ensure policy compliance, maintain data integrity, and improve the experience of exiting employees.

→ Resignation Initiation

- Allow employees to submit resignation requests via the ESS portal.
- Mandatory fields: Resignation reason, notice period, last working day request.
- Attachment of resignation letters or supporting documents.
- Auto-acknowledgment to employee upon submission.
- Information to Payroll for salary stop.
- Ability to intimate Resignation acceptance to Finance via workflow / mail.
- Ability to record date of submission of resignation letter by an employee.
- Should generate acceptance letter for resignation as per defined format.
- Should generate and print experience certificate based on record with integration of digital Signature after getting clearance.
- Should be able to capture the exit interview details including - Date of exit interview – interview conducted by - Key findings in the Exit Interview.

- Should be able to support check for no dues status of material issued to employees for final clearance.
- Should support calculation of amount due as Gratuity, Leave encashment, Insurance maturity, PF, Deductions as per No dues certificate, Bond money as per company policy with statutory compliance.
- Capturing the reason of separation with details such as
 - Provide for classification of separation due to
 - Resignation -Ability to generate application forms for Payment of Gratuity under 1972 act.
 - Terminal notice
 - Death
 - Annuity Scheme – Ability to generate application forms.
 - Disciplinary action
 - Voluntary Retirement - Form No. XX and Pension documents
 - Superannuation
 - Premature retirement
 - Compulsory retirement
 - Tenure completion etc.

→ Approval Workflow

- Configurable multi-level approval chain (Reporting Manager → HR → BUH/MD/Chairman).
- Notifications and reminders for pending approvals.
- Delegation/alternate approver setup.

→ Exit Processing Workflow

- HR to initiate formal exit process post-approval.
- Role-based clearance workflow (IT, Admin, Finance, Vigilance, etc.).
- Automated checklists for exit tasks:
 - Asset return (laptop, ID card, Mobile, Laptop etc.)
 - Knowledge transfer
 - Exit interview scheduling
 - Account deactivation (email, software, e-office, biometrics)

→ Exit Interview & Feedback

- Configurable feedback forms or questionnaires.
- Online exit interview scheduling and recording.
- Reports and analytics on exit reasons and trends.

→ Full and Final Settlement

- Trigger payroll for F&F calculation: earned salary, unpaid leaves, reimbursements, deductions.
- Approval workflow for F&F.
- Payslip or F&F statement generation and disbursement.
- Letter to LIC for Gratuity amount (If Applicable)
- Integration with finance module for payment processing.
- Ability to notify (flag) individuals of any outstanding balances when employee exits (Integrate with Payroll in case of e-Exit process).

→ Relieving and Experience Letters

- Auto-generation of:
 - Relieving Letter
 - Experience Certificate
- Digital signing and delivery via ESS/email.
- Ability to process NDC / clearance from various departments at the time of Exit through e-Exit process

→ Data Archival and Exit Reporting

- Auto-update employee status to "Resigned" upon exit.
- Secure archival of all documents and clearance records.
- Exit dashboard for HR with resignation status, pending clearances, etc.
- Customizable exit analytics (attrition trends, department-wise exits, etc.
- Ability to maintain database for employees who raised the resignation application (integrate with Employee Master)

→ Integration Points

- Integration with:
 - Ability to integrate with Payroll module in any mode of separation
 - IT/Asset Management for clearance
 - Email/E- OFFICE/SAP account deactivation as applicable
 - HR master data to update employment status

→ Exit Portal for Employee

- Salary Slips
- Workflow of Resignation
- Form 16
- PF related docs and PF Portal access
- Service Certificate
- Relieving Letter

5. Attendance & Time Management – Scope of Work

→ Biometric/RFID Integration or Attendance Capture

- **Integration with biometric devices or RFID systems of FRS system** to automatically capture employee attendance.
- Support for **multiple hardware brands** and models through standardized APIs etc..
- Real-time or scheduled **synchronization of attendance data** from biometric/RFID/FRS devices into the system.
- Ability to **map devices to specific locations or departments**.
- **Employee punch in/out tracking**, with logs.
- Option for **manual attendance entry or correction** with admin approval.
- Alerts/notifications to mapped L1 managers and concerned employees for:
 - Missing punches
 - Late arrivals or early departures
 - Abnormal punch patterns
 - Attendance report
 - Absent Report
 - Shift Summary Report
 - Attendance Regularization Report
 - Work Hours Report-Department Wise Report- Unit Wise Report-Grade Wise Report.

→ Leave Management

- Support for multiple leave types:
 - Earned Leave
 - Sick Leave
 - HPL
 - Casual Leave
 - Maternity/Paternity Leave
 - Compensatory Off (Comp-Off)
 - Unpaid Leave (Loss of Pay)
 - Special Leave
 - Custom leave types as defined by HURL
 - Special Disability Leave

→ Leave request and approval workflows:

- Configurable multi-level approval chains
 - Notifications to employee, approver(s), and HR
 - Delegation of authority during approver absence
- Real-time **leave balance tracking** per employee
- Integration with attendance and payroll modules for:
 - Auto-deduction of leaves
 - Leave encashment
- Leave calendar integration for team visibility
- Reporting and analytics:
 - Monthly/Yearly leave reports
 - Leave utilization trends
 - Department-wise or location-wise leave analysis

→ Shift Management

- **Ability to define multiple shift patterns:**
 - Fixed shifts
 - Rotational shifts
 - Split shifts
 - Custom shifts
- **Shift assignment:**
 - Employee-wise
 - Department-wise
 - Location-wise
- **Shift roster planning:**
 - Weekly/monthly scheduling
- **Auto notifications for:**
 - Shift allocations/changes
 - Shift reminders
- **Integration with attendance:**
 - Auto-calculate late arrival, early departure
 - Grace time settings
- **Reports:**
 - Shift-wise attendance adherence
 - Shift coverage reports
 - Shift-wise overtime tracking
 - Leave Aailed Reports
 - Leave Summary Reports
 - Leave Transaction Report
 - Negative Leave Balance
 - Day Wise Leave Transaction Report
 - Leave Encashment Report
 - Year Wise Summary Report
 - Leave Balance as on Date

→ Overtime Tracking

- **Automatic calculation of overtime based on:**
 - Scheduled shift vs actual hours worked
 - Approved overtime requests
- **Configurable overtime rules:**
 - Minimum threshold (e.g., 30 mins)
 - Overtime rounding (nearest 15 mins, etc.)
 - Weekday, weekend, holiday differentiation
- **Overtime approval workflows**
- **Integration with payroll:**
 - Auto calculation of overtime pays
- **Reports:**
 - Employee-wise/monthly overtime summary
 - Cost impact analysis
 - Department-wise overtime trends

→ Holiday Calendar

- **Ability to define multiple holiday calendars:**
 - Location-wise
- **Public holiday management:**
 - Upload from template or manual entry
 - National holidays, regional holidays, special occasions
- **Optional working days configuration (e.g., working on a public holiday with compensatory off)**
- **Integration with:**
 - Leave management (holidays not counted as leave)
 - Shift planning (auto adjustments on holidays)
 - Attendance (holiday recognition)
- **Calendar view for employees and HR**
- **Notifications/reminders before holidays**

→ Overall Features

- **Role-based access control** for HR/Admin/Managers/Employees
- **Mobile and Web-based access** for attendance viewing, leave application, and shift details
- **Audit trail** for all changes and approvals
- **Dashboards:**
 - Attendance summary
 - Leave and absence overview
 - Shift and overtime insights

6. Performance Management – Scope of Work

→ Objective

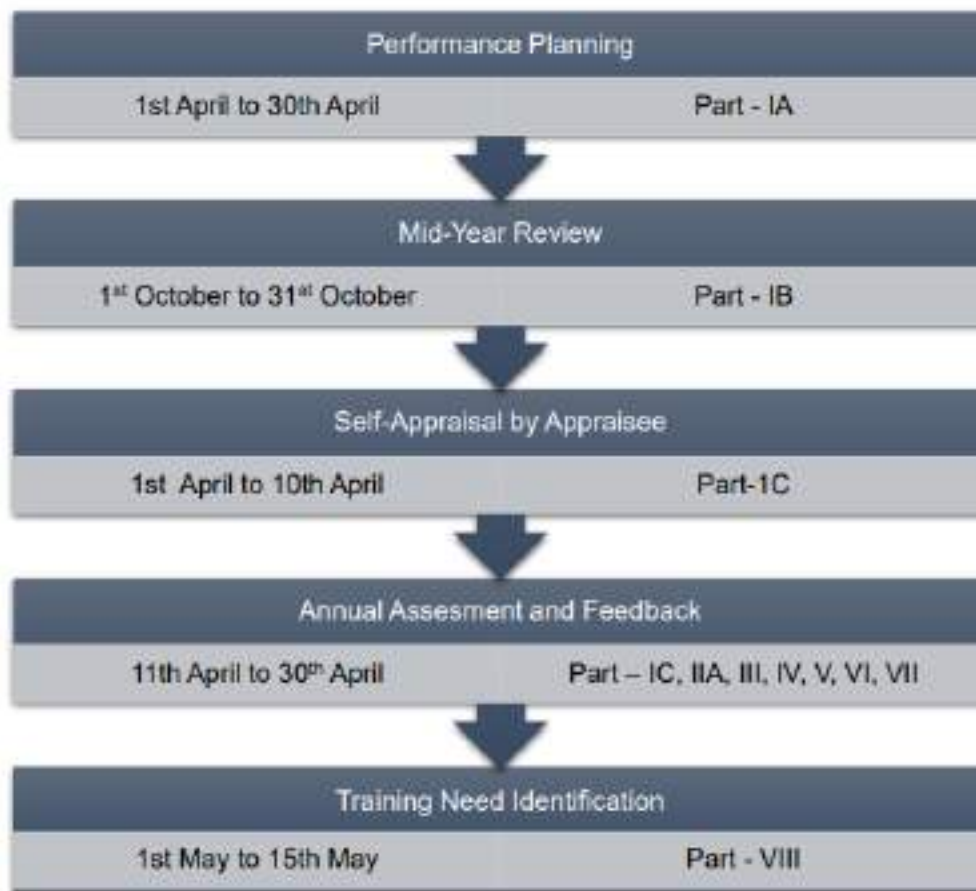
Purpose To provide principles and a framework with procedures and guidelines for the Performance Management of the executives including the Managing Director & Key Managerial Personnel of Hindustan Urvarak & Rasayan Limited. The Performance Management System is also aimed to identify and differentiate executives in their roles and potential with linkage to other HR system such as promotion & career plan, job-rotation, performance-linked incentives, developmental action planning etc. Alignment to Business Goals The Performance objectives of the executives will have linkage with the Company's shortterm & long-term goals as may be decided by the Board.

→ Applicability Unless specified otherwise, the Performance Management System of HURL is applicable to all regular employees of HURL. For the purpose of Performance Appraisal, there shall be 2 groups of personnel as placed under: Group A: L1 & L2 (Engineers/Officers, Asst. Manager, Manager and Chief Manager) Group B: L3 and above (Vice President, Sr. Vice President including CFO, Company Secretary & MD)

Process:

- 1- Defining organisational Goals
- 2- Defining Employees Objectives
- 3- Mid Year Review
- 4- Performance assessment
- 5- Providing Feedback
- 6- Implementing HR System

→ Timelines Performance Cycle from April to March. Timelines for Key Process Stages is as placed below:



→ Goal Setting & Management

- Ability for employees and managers to set **SMART goals** (Specific, Measurable, Achievable, Relevant, Time-bound).
- Support for:
 - **Individual goals**
 - **Team/department goals**
 - **Organizational goals**
- **Goal cascading:** Linking employee goals to higher-level departmental or organizational objectives.
- Goal weightage assignment and progress tracking.
- Real-time status updates and historical tracking.
- Goal review and revision workflows with approval.

→ Performance Appraisal Cycles

- Flexible configuration of **appraisal cycles**:
 - Annual/Half Yearly
 - Quarterly or custom cycles
- Support for **multi-level review workflows**:
 - Self-assessment
 - Manager assessment
 - Peer review (if required)
 - 2nd-level/skip-level manager review
- **Automated notifications and reminders** at each stage of the appraisal cycle.
- Auto-locking of reviews post-deadlines
- Configurable **rating scales** (e.g., 1–5, %, qualitative).
- Calibration of scores across departments to reduce bias.

→ Competency Framework

- Support for integration of **competency models** (behavioral, technical, leadership).
- Assign competencies by:
 - Job role
 - Department
 - Employee level
- Define rating levels and behavior indicators per competency.
- Competency-based evaluation during performance reviews.

→ Continuous Feedback & Check-Ins

- Option to record **ongoing feedback** outside the formal appraisal cycle.
- Ability for:
 - Managers to provide feedback to team members
 - Peers to give 360-degree feedback
 - Employees to request feedback
- Configurable feedback visibility (private/public, to employee only, etc.).
- Continuous "**check-in**" **meetings** and tracking of development progress.

→ 360-Degree Feedback (Optional/Configurable)

- Multi-rater feedback from:
 - Peers
 - Subordinates
 - Supervisors
- Anonymous and non-anonymous feedback options.
- Customizable questionnaire templates and rating scales.
- Aggregated feedback reports with insights.

→ Performance Reports & Analytics

- Dashboard with real-time performance insights for:
 - HR
 - Department Heads
 - Employees (personal view)
- Reports:
 - Individual appraisal history
 - Department/team performance trends
 - Top/bottom performers
 - Competency gap analysis
 - Goal achievement rates
 - Calibration distribution
- Export to Excel/PDF and print-friendly versions.

→ Development & Improvement Plans

- Creation and tracking of **Individual Development Plans** based on appraisal outcomes.
- Linkage of performance results to:
 - Learning & training plans
 - Mentorship programs
 - Skill enhancement goals
- Reminders and tracking of progress against development actions.

→ System Integration

- Integration with:
 - **HRMS/Employee Master** for employee hierarchy and roles
 - **Learning Management System (LMS)** for training linkage

→ Configurability & Usability

- Fully configurable forms, rating scales, workflows, and review templates.
- Multi-language support (if required).
- Mobile-friendly and responsive user interface.
- Secure access with role-based permissions.

→ Audit Trails & Compliance

- Complete audit trails of:
 - Appraisal submissions
 - Feedback records
 - Rating changes (Moderated By Competent Authority)

→ Deliverables

- Performance Management module implemented and integrated.
- User training for HR, managers, and employees.
- Configuration documentation and user manuals.
- Technical support and maintenance for defined post-go-live period.

7. Scope of Work: Employee Self-Service and Manager Self Service

Objective:

To implement a secure, user-friendly Employee Self-Service (ESS) portal that empowers employees to manage their personal information, HR requests, and work-related tasks independently, while reducing administrative burden on HR teams.

→ User Access and Security

- Role-based access control (RBAC) ensuring employees only view/edit authorized information.
- Secure login via:
 - Username/password
 - Two-factor authentication (2FA)
 - Single Sign-On (SSO) integration (if required)
- Mobile-friendly responsive design or mobile app access.

→ Personal Information Management

- View and edit personal details (subject to HR approval if required):
 - Contact details
 - Address
 - Emergency contact
 - Bank details (optional)
 - Educational and experience information
- Upload supporting documents (e.g., certificates, ID proof).
- Track change request status with timestamps and comments.

→ Leave & Attendance

- Apply for various leave types (sick, annual, casual, etc.).
- View leave balance, history, and approval status.
- View and regularize attendance records (missing punches, corrections).
- Access holiday calendar.
- Integration with biometric/RFID devices or virtual attendance systems (if applicable).
- Manager and HR approval workflows with notifications.

→ Payroll & Compensation

- Access to payslips and salary breakups.
- View tax deductions (TDS), allowances, bonuses, and other components.
- Download Form 16 or equivalent tax documents.
- Submit reimbursement claims with attachments (bills, receipts).
- View reimbursement claim history and status.

→ Performance Management

- View assigned goals/KPIs and progress status.
- Submit self-appraisals.
- Access performance review forms and feedback from managers/peers.
- Track review cycle timelines and stages.
- View historical appraisal records and ratings.

→ Learning & Development

- View assigned training programs.
- Enroll in available courses.
- Track training status and feedback submission.
- Download course completion certificates (if applicable).

→ Helpdesk / HR Service Requests

- Raise and track HR-related queries or service requests (e.g., letters, ID cards, ,Payroll, Transfers, grievances).
- Ticketing system/Dedicated RM integration with SLA-based resolution tracking.
- FAQ or knowledge base access.

→ Recruitment & Onboarding

- View and apply for internal job postings.
- Track status of submitted applications.
- Access onboarding checklist and upload documents.
- View welcome kits, company policies, and orientation materials.

→ Document Management

- Access personal documents issued by HR:
 - Appointment letters
 - Experience letters
 - Increment letters
 - Policy documents
- Upload documents for HR review (e.g., KYC, tax forms).

→ Exit Management

- Submit resignation requests.
- Track clearance status from different departments (IT, Finance, Admin).
- View final settlement details.
- Exit feedback or survey submission.

→ Notifications & Alerts

- System notifications for:
 - Leave approvals
 - Appraisal cycle deadlines
 - Attendance issues
 - Payslip availability
- Email/SMS/Push notifications (configurable).
- Calendar reminders and alerts on dashboards.

→ Reporting & Dashboards

- Personalized dashboard summarizing:
 - Leave balance
 - Attendance overview
 - Upcoming holidays
 - Payslip download links
 - Performance status

→ Admin & HR Configurations (Back-End)

- HR/Admin can:
 - Define workflows for leave, attendance, claims, etc.
 - Set form fields, permissions, and approvals
 - Monitor ESS usage and adoption metrics

Security & Compliance

- All data exchanges must be encrypted
- Full audit trail of user activities.
- Compliance with data privacy laws

➔ For Manager Self Service

Objective:

To implement a robust Manager Self-Service (MSS) module that enables line managers, department heads, and team leaders to effectively manage their team's HR-related tasks, reduce dependency on HR departments, and improve workforce oversight through real-time data and workflows.

1. User Access and Security

- Role-based access with manager-level permissions.
- Access limited to direct reports or defined organizational units.
- Secure login via:
 - Username/password
 - Two-Factor Authentication

2. Team Information Dashboard

- View team structure and reporting hierarchy.
- Quick access to employee profiles (read-only or editable as per permissions).
- Key team metrics:
 - Headcount
 - Attendance summary
 - Leave status
 - Performance cycle status
 - Upcoming birthdays/work anniversaries

3. Attendance & Leave Management

- View team members':
 - Daily/Monthly attendance records
 - Leave balances and history
 - Holiday calendar
- Approve or reject:
 - Leave applications
 - Attendance regularization requests
- Track attendance trends (e.g., absenteeism, late comers).
- View departmental leave calendar to plan coverage.

4. Performance Management

- Assign and review employee goals/KPIs.
- Review and approve:
 - Self-appraisals
 - Peer feedback
- Provide manager feedback, ratings, and recommendations.
- Access historical performance data of direct reports.
- Participate in performance calibration processes (if applicable).

5. Recruitment & Onboarding (if applicable)

- Raise manpower requisitions (MRFs) based on department needs.
- Track status of recruitment requests.
- Participate in shortlisting and interview scheduling.
- Provide feedback on candidates.
- View onboarding status of new hires in the team.

6. Employee Requests & Transactions

- View, initiate, or approve employee requests such as:
 - Department transfers
 - Role changes
 - Probation confirmations
 - Training nominations
 - Promotions or salary revision proposals
- Monitor pending actions across workflows.

7. Training & Development

- Nominate team members for training programs.
- Track training attendance and completion.
- Recommend development programs based on performance reviews or identified skill gaps.

8. Exit & Separation

- Approve resignation requests.
- Initiate replacement hiring process.
- Participate in exit interviews or feedback (if enabled).
- View clearance and final settlement status of departing team members.

9. Document Access

- View HR documents relevant to team members, such as:
 - Offer letters
 - Increment letters
 - Appraisal summaries
- Approve document requests or issuance (e.g., NOC, experience letter).

10. Notifications & Alerts

- Receive alerts for:
 - Pending approvals
 - Upcoming appraisals or goal submissions
 - Leaves and absences in the team
 - Employee birthdays/work anniversaries (optional)
- Configurable via email, SMS, or system notifications.

11. Reports & Analytics

- Pre-configured and dynamic reports for:
 - Team attendance summary
 - Leave utilization
 - Performance rating distribution
 - Attrition or movement within team
 - Training participation
- Export to Excel/PDF with drill-down capabilities.
- The system should have the provision for transfer administration system to manage the transfers of employees from one unit to another unit based on employee request, administrative reasons (steps: transfer order, release order, transfer action, joining order) and job rotation as per transfer policy of HURL.
- The system should have the provision for promotion process to cover all the different promotion scenarios across various employee groups as per eligibility criteria. System should have provision for complete promotion management cycle from availability of vacancy to issues of promotion order and pay fixation.
- Ability to generate single page bio-data report (promotion case format) for each such employee– Integrate with Promotion, disciplinary cases etc.

Security & Compliance

- Access limited to authorized team members only.
- All transactions logged with audit trails.
- Compliance with organizational data privacy and HR policies.

8. Reimbursement Management

❖ Employee Reimbursement Submission

- Online submission of claims (medical, travel, telephone/Mobile, Laptop, wifi, etc.)
- Upload of supporting documents (PDF, image, scanned receipts).
- Auto-extraction of data from receipts .
- Policy-based validation at the time of submission.
- Apply for Tour/Event/Marketing Advance option
- Remark Column option should be there for both Employee and approver

➔ Policy Configuration

- Ability to configure reimbursement policies such as:
 - Eligibility limits (monthly/annual/categorized)
 - Required supporting documents
 - Caps, ceilings, and tax rules

➔ Workflow & Approvals

- Multi-level configurable approval workflow.
- Delegation and backup approval rules.
- Real-time notifications via email/SMS/app.
- SLA tracking for pending approvals.

➔ Verification & Audit

- Verification stage for finance/HR teams.
- Audit trail of all actions.
- Automatic rejection, resubmission, and query options.

➔ Settlement & Payout

- Auto-calculation of eligible amount based on policy.
- Automated data transfer to payroll for reimbursement payment.
- Integration with finance/SAP systems for fund disbursement.

➔ **Employee Self-Service (Claims)**

- Online selection of flexi benefit components.
- View available balance, utilization, eligibility, and history.
- Option for revisions, as allowed by policy.

➔ **Integration Requirements**

- Sync of employee master data, salary structure, and eligibility rules.
- Integration with Accounting/ERP for reimbursement settlement.
- SSO compatibility (Microsoft AD, Google)

➔ **Technical Requirements**

❖ **System Architecture**

- Cloud or on-premise deployment (as applicable).
- Mobile-responsive UI and mobile app support.
- Support for high availability and scalable architecture.

➔ **Security & Compliance**

- Role-based access controls.
- Encryption of data at rest and in transit.
- Compliance with applicable data protection regulations
- Complete audit trail and logging.

➔ **Reporting & Analytics**

- Standard reports (expense summary, category-wise, employee-wise, pending approvals).
- Configurable custom reports.
- Export capabilities (Excel, PDF).
- Dashboard for HR/Admin/Finance teams.

➔ **Migration & Implementation Services**

- Requirement gathering & system design.
- Configuration of reimbursement & FBP rules.
- End-to-end testing (UAT, integration testing).
- User training and documentation.
- Go-live support.

→ **Post-Implementation Support**

- AMC / post-go-live maintenance support.
- Helpdesk services with defined SLAs.
- Periodic enhancements & updates.
- Bug resolution and technical support.

9. Document Creation and Preparation

- Drafting letters, memos, reports, and official communications. (All Type of communication)
- Formatting documents to comply with organizational standards/template guidelines.
- Proofreading for grammar, accuracy, and completeness.
- Generating digital files (PDF, Word, etc.) as needed.

→ **Incoming and Outgoing Correspondence Management**

- Receiving, logging, and categorizing incoming letters and documents.
- Distributing incoming correspondence to the relevant department/person.
- Preparing, recording, tracking, and dispatching outgoing letters.
- Maintaining courier and postal service records.

→ **Document Control and Storage**

- Creating and maintaining centralized digital and physical filing systems.
- Assigning document reference numbers and ensuring proper indexing.
- Ensuring version control of drafts and final documents.
- Archiving old or inactive documents according to retention policies.

→ **Tracking, Monitoring, and Reporting**

- Maintaining a correspondence tracking log.
- Monitoring pending responses and follow-ups.
- Preparing weekly/monthly reports on document status and volumes.
- Escalating overdue items to management.

→ Compliance and Security

- Ensuring confidentiality of sensitive documents.
- Implementing access control and authorization measures.
- Ensuring adherence to document retention and disposal policies.
- Handling documents in line with regulatory or organizational requirements.

10.Alumni Portal/Ex Employee Portal

❖ Portal Design & Development

- Develop a user-friendly, mobile-responsive portal.
- Implement secure login for former employees.
- Configure customizable company branding.

→ Alumni Registration & Profile Management

- Provide registration and verification system for former employees based on:
 - Employee ID
 - HR records
 - Employment history
- Enable alumni to update personal profiles:
 - Contact info
 - Job history after leaving
 - Skills and achievements
 - Social media links (LinkedIn, etc.)

→ Core Portal Features & Functionalities

❖ Alumni Directory

- Searchable database of ex-employees by:
 - Department
 - Skills
 - Location
 - Employment period
- Option to message or connect with other alumni.

→News & Company Updates

- Corporate announcements
- Press releases
- Corporate social responsibility updates
- Success stories from alumni

→Job Opportunities & Rehiring

- Dedicated job board for alumni.
- Access to internal job postings.

→Admin & Content Management System (CMS)

- HR/admin dashboard for:
 - Approving alumni registrations
 - Updating content and news
 - Managing job postings
 - Reviewing engagement analytics
- Exportable reports for management.

→ Security, Compliance & Data Protection

- Role-based secure access.
- Protection of confidential company information.
- GDPR or applicable data privacy compliance.
- Logout and session timeout features.
- Automatic removal of sensitive document access.

11.Overtime Tracking and Timekeeping

- **Employee Time Tracking:**
 - Implement an accurate system for tracking regular and overtime hours worked by each employee.
 - Integrate time clock systems (physical or digital) to record employee hours.
 - Allow employees to log overtime manually with justifications for hours worked beyond the standard schedule.

- **Overtime Categorization:**

- Clearly define and categorize overtime types (e.g., daily, weekly, holiday, emergency overtime).
- Ensure the system distinguishes between regular hours, overtime, and double time (where applicable).

→ **Overtime Approval Process (Only for non-unionized category employees)**

- **Automated Approval Workflows:**

- Set up an automated workflow for overtime requests, approvals, and denials based on predefined criteria (e.g., approval hierarchy, ceiling, and roles).
- Managers will be notified when an overtime request is submitted for their approval, along with details like hours worked, reason for overtime, and any applicable policies.
- Set rules to allow certain employees (e.g., managers, supervisors) to approve overtime requests directly.

- **Managerial Controls:**

- Enable managers to review, approve, or deny overtime requests based on operational needs, budget constraints, and employee workload.
- Managers can review the employee's justification for overtime and decide whether it aligns with business needs or company policy.

→ **Compliance and Legal Requirements**

- **Adherence to Labor Laws:**

- Ensure that overtime tracking complies with national, state, and local labor laws regarding maximum working hours, overtime pay rates, and conditions for overtime work.
- Automate alerts for managers if overtime hours are approaching legal or policy limits (e.g., maximum overtime hours per week).

- **Overtime Pay Calculation:**

- Automatically calculate overtime pay based on company policies.
- Include automatic adjustments for shifts worked on holidays, weekends, or other special cases.

- **Overtime Caps:**

- Set up automatic cap systems to control excessive overtime to prevent burnout or overwork.
- Generate notifications or reports for HR when overtime limits are exceeded.

→Overtime Reporting and Analytics

- **Real-time Reporting:**

- Provide detailed real-time reports on overtime usage across departments, teams, or individuals.
- Reports should include:
 - Total overtime hours worked
 - Overtime costs
 - Overtime trends by department, role, or time period
 - Comparison of overtime usage against projected or budgeted hours

→Customizable Dashboards:

- Provide a dashboard where managers and HR can monitor overtime trends, approval rates, and associated costs.
- Set up alerts and KPIs (key performance indicators) to measure overtime compliance, efficiency, and costs.

→Overtime History Tracking:

- Maintain a record of historical overtime data for each employee, department, and team for review and audit purposes.
- Enable HR and managers to track repeated overtime occurrences and analyze productivity or workload concerns.

→Payroll Integration

- **Overtime Pay Integration:**

- Integrate the overtime management system with the payroll system to automatically calculate and apply overtime pay.
- Ensure that overtime pay is processed accurately in payroll without requiring manual intervention.
- Track and reconcile overtime pay with budgeted amounts or labor costs.

→Payroll Auditing:

- Ensure transparency and accountability by allowing managers and HR to audit overtime pay through detailed records.
- Provide tools for payroll teams to validate overtime calculations and resolve discrepancies before payroll processing.

→Employee Communication and Transparency

- **Employee Self-Service Portal:**
 - Implement a self-service portal where employees can:
 - View their overtime hours and pay.
 - Submit overtime requests and track their approval status.
 - Access company overtime policies.
- **Overtime Policy Transparency:**
 - Provide easy access to overtime policies and guidelines so employees understand the rules governing overtime requests.
 - Communicate overtime rules and limits to employees regularly through email or intranet posts.

→Automation and Workflow Integration

- **Integration with Scheduling Tools:**
 - Sync overtime management with employee scheduling tools to automatically flag when employees are approaching overtime based on their schedules.
- **Automated Notifications and Alerts:**
 - Send automated alerts to managers and employees for overtime requests, approvals, and policy violations.
 - Notify employees about the approval or denial of their overtime request and any relevant reasons.

12. Training & Development – Scope of Work

To design, implement, and monitor a structured Training & Development (T&D) framework aimed at enhancing employee skills, improving organizational capability, and supporting business goals.

→Scope of Work

- ❖ **Training Needs Identification (TNA)**
 - Conduct organization-wide training needs assessment through surveys, performance data, and manager inputs.
 - Identify skill gaps at functional, behavioral, and leadership levels.
 - Prepare annual training calendar based on priority needs and budget.
 - There should be a provision to meet all the internal / external and foreign training requirements of the employees

- There should be a provision generation of training calendar
- There should be a provision for enrolment of employees into course sessions through self-service workflow after various approvals as per DOP
- There should be a provision to track trainee's training and expenses
- There should be provision to capture all cost and receipt against a training module. System should have provision to release the payment for external trainers after approval by finance.
- Ability to capture employee in-time and out-time

❖ **Training Design & Planning**

- Develop program content, learning objectives, and session flow.
- Design role-specific, department-specific, and level-specific programs.
- Prepare training decks, handouts, assessments, case studies, and practical exercises.
- Select internal/external trainers and finalize training modalities (online/offline, hybrid).
- There should be a provision for setting up of general and training administration tables (directory of all trainings)

❖ **Vendor Management**

- Identify, evaluate, and onboard training vendors through a transparent process.
- Negotiate commercial terms, finalize contracts/SLA, and coordinate logistics.
- Track vendor performance through feedback and KPI reviews.

❖ **Training Delivery**

- Coordinate end-to-end delivery of scheduled training programs.
- Facilitate instructor-led sessions, e-learning modules, workshops, and on-the-job (OJT) training.
- Ensure availability of training infrastructure: venue, equipment, materials, systems, and LMS readiness.
- Publish communication, nomination lists, and reminders to participants.

❖ **Learning Management System (LMS) Administration**

- Upload training content, assign modules, track completion, and generate certificates.
- Maintain accurate training records for audits, compliance, and performance reviews.
- Ensure user support and data accuracy on the platform.

❖ **Monitoring & Evaluation**

- Conduct pre-assessment and post-assessment to measure knowledge gain.
- Collect participant feedback and trainer evaluation reports.
- Monitor training effectiveness
 - Reaction (feedback)
 - Learning (tests/assignments)
 - Behavior (on-the-job application)
 - Results (impact on KPIs)

❖ **Reporting & Documentation**

- Create monthly and quarterly T&D dashboards.
- Maintain attendance, cost utilization, training hours, and success metrics.
- Present outcomes and recommendations to management.

❖ **Skill Development Initiatives**

- Create Individual Development Plans (IDPs) for high-potential employees.
- Run leadership development, behavioral skills, and technical upskilling programs.
- Organize cross-functional learning sessions, knowledge-sharing forums, and mentoring programs.

❖ **Compliance & Mandatory Training**

- Conduct mandatory trainings on POSH, Code of Conduct, Safety, Compliance, and other regulatory topics.
- Track adherence and maintain records for audit readiness.

❖ **Budget Management**

- Prepare annual T&D budget.
- Monitor training expenditure vs. allocation.
- Recommend cost-optimization strategies.

❖ Deliverables

- Annual training plan and calendar.
- Training content, materials, and assessments.
- Monthly/quarterly training dashboards and reports.
- Vendor contracts and trainer empanelment.
- Post-training evaluation and effectiveness reports.
- LMS completion reports and audit records.

❖ Timeline

- TNA: Quarterly / Annual
- Training Calendar: Annual with quarterly updates
- Reporting: Monthly / Quarterly
- Review with Management: Quarterly or as required

❖ Success Metrics

- % completion of annual training plan
- Training hours per employee
- Improvement in performance appraisal scores
- Cost per training hour
- Participant satisfaction score
- KPI improvement post-training

- ➔ Any modification required by HURL in the given modules is to be done at no extra cost within agreed timeline. Per day Rs. 1000 penalty will be imposed if not done in the given timeframe.
- ➔ The System must be compliant with all and any attendance and biometric system available in the market.
- ➔ In case of introduction of a new module which is beyond the scope of work, the same can be implemented with mutual consent and agreed rates, failing which Late Delivery (LD) will be charged.
- ➔ The system must Go Live after 60 days of award of contract, failing which LD can be charged.
- ➔ Dedicated Relationship Manager (RM) is to be engaged by the agency for carrying out works related to the overall end to end works.
- ➔ Tax Invoice of preceding month of all the implemented modules is to be raised in the following month on or before 05th of every month. The same will be processed within 10 working days from the receipt of bills subject to its correctness in all ways.

13. Probation Confirmation Module

- ❖ The Probation Confirmation Module must automate and streamline the management of employee probation periods, from onboarding to confirmation, extension, or termination. The module should integrate seamlessly with the HR core system, employee records, and performance management modules.

→ Probation Setup & Configuration including Extension of Probation

- Ability to configure probation periods by employee category, grade/level, contract type, or department.
- Support standard and custom probation durations.
- Automatic calculation of probation end date based on date of appointment.
- Allow HR to set rules for extensions, including maximum number and duration.
- Integration with company policy templates.

→ Notifications & Alerts

- Automated reminders to:
 - L1 Manager before evaluation is due.
 - HR before probation expiry.
 - Employee for self-assessment.
- Alerts for overdue evaluations or stalled approvals.
- Customizable notification schedule.

→ Evaluation & Assessment

- Digital probation assessment forms customizable by role or department.
- Support for:
 - KPI-based evaluation
 - Competency-based evaluation
 - Custom scoring methods
 - Vigilance Clearance
- Ability for multi-level evaluation:
 - Supervisor
 - Reviewing officer
 - HR

- Vigilance
- Attachments upload (evidence, reports, documents).
- The system should have a provision for set up character/antecedent verification report/Vigilance report

→ **Approval Workflow**

- Configurable workflow.
- Sequential or parallel approval paths.
- Ability to reroute or delegate approvals.
- Full audit trail of actions and comments.

→ **Probation Decision Management**

- Final decision options:
 - **Confirm Employment**
 - **Extend Probation**
 - **Terminate Employment**
- Automatic issuance of:
 - Confirmation letter
 - Extension letter
 - Non-confirmation / termination letter
(Templates must be editable and support digital signatures.)
- Auto-update employee status in HRIS after confirmation.

→ **Reporting & Analytics**

- Dashboard view: upcoming expiries, pending evaluations, status by department.
- Standard reports:
 - Probation due list
 - Confirmation vs. non-confirmation statistics
 - Extension trends
 - Manager compliance reports
- Export options (PDF, Excel, CSV).

→ Integration Requirements

- Integrate with:
 - Employee master data
 - Performance management system
 - Document management system
 - Payroll for increment
- API support for real-time data exchange.

14. Employee Welfare Module

- ❖ The Employee Welfare Module should automate, track, and manage all employee welfare programs offered by the organization. It must support welfare schemes, approvals, eligibility verification, financial disbursements, and compliance reporting. The module should integrate with existing HR core systems, payroll, and finance.

→ Welfare Scheme Management

- Ability to create and configure various welfare schemes, including:
 - Medical assistance
 - Mobile Reimbursement
 - WIFI, Postpaid
 - PRMB
 - Hardship allowance
 - Recreational & sports support
 - Emergency welfare fund

→ Support for eligibility rules based on:

- Grade / level
- Length of service
- Employment type (permanent, contract)
- Performance / disciplinary records
- Salary band or financial need
- Ability to set scheme budgets, limits, and approval criteria.

→ **Employee Application Portal**

- Self-service portal for employees to:
 - View available welfare benefits
 - Submit applications
 - Upload required documents
 - Track application status (submitted, under review, approved, rejected)
- Auto-validation of eligibility before submission.

→ **Workflow & Approvals**

- Multi-level approval workflow (configurable).
- Approver roles (L1 Manager/HOD, HR, finance).
- Ability to delegate or reassign approval responsibility.
- Audit trails for all actions and comments.

→ **Document Management**

- Upload and manage supporting documents:
 - Medical receipts
 - Invoices
 - Certificates
 - Proof of need
- Automatic document verification checks (file size, format, mandatory fields).

→ **Financial Processing & Disbursement**

- Automated calculation of entitlement amounts.
- Track funds utilization per scheme, employee, and financial year.
- Integration with payroll or finance system to:
 - Process reimbursements
 - Apply allowances to salary
- Generate payment vouchers and approval notes.

→ Notifications & Alerts

- Auto-reminders for:
 - Approvers (pending applications)
 - Employees (missing documents)
 - HR (year-end closing, budget thresholds)
- Configurable notification channels: email, SMS, in-app alerts.

→ Integration Requirements

- **HR Core System:** employee master data, job grade, employment type.
- **Payroll System:** for reimbursements or allowance disbursement.
- **Finance/ERP System:** budget, fund allocation, payment vouchers.

INDICATIVE NUMBERS AGAINST THE MODULES FOR PREPARATION OF PRICE BID

SL NO	Module	Number of Employees (Indicative)*
1	Payroll Managed Services	1149
2	Payroll Compliance Managed Services	1149
3	Recruitment and Onboarding	Login – 1 no. Charges to be quoted per login irrespective of no. of applications received
4	Resignation and Exit Module along with Alumni Portal	200
5	Attendance and Time Management	1149
6	Performance Management	1149
7	Employee Self Service and Manager Self Service	1149
8	Chatbot	1149
9	Probation Confirmation	200
10	Training & Development	1149
11	Reimbursement Management- Laptop-Mobile-WIFI-TA-DA-OPD -ETC	1149
12	Employee Welfare	1149

***The number mentioned in the above table is indicative and if there is any deviation, then pro-rata charges shall be applicable and billing will be done as per actuals.**

Support Priority Matrix				
Priority Level	Description	Vendor Responsibilities	Response Time	Resolution SLA
High Priority (Critical Impact)	• System down / login failure for all users	• Acknowledge immediately	15–30 minutes	2–6 working hours
	• Payroll failure / statutory reports incorrect	• Assign dedicated engineer		
	• Data corruption / security breach	• Hourly updates		
	• API/integration failure blocking operations	• Root cause analysis post-fix		
	• Core modules unavailable (HRIS, PMS, Recruitment, LMS)			
Medium Priority (Major Impact)	• Feature-level failures for specific departments	• Diagnose same day	Same working day	2–4 working days
	• Attendance/leave calculation errors	• Provide temporary workaround if needed		
	• Workflows stuck for some users	• Daily updates		
	• Dashboard/report issues (module-specific)			
	• Reimbursement/expense portal issues for specific groups			
Low Priority (Minor Impact)	• Minor configuration issues	• Acknowledge in 24 hours	Within 24 hours	3–6 working days
	• UI/label alignment problems			
	• Employee dashboard non-critical bugs			
	• Training/LMS resource upload issues			
	• New report layout request			
	• UI enhancements			
	• Minor improvements			

- ❖ Additional work may be added to each category in the table following the award, with further tasks to be outlined as needed under the appropriate priority level.

Other Terms & Conditions: -

- ➔ Any modification required by HURL in the given modules is to be done at no extra cost within agreed timeline. Per day Rs. 1000 penalty will be imposed if not done in the mutually agreed timeframe.
- ➔ The System must be compliant with all and any attendance and biometric system available in the market.
- ➔ The bidder shall ensure full integration of the proposed solution with the existing SAP system without any additional cost. Any future compatibility updates required to maintain SAP integration throughout the contract duration shall also be provided at no additional charge.
- ➔ In case of introduction of a new module which is beyond the scope of work, the same can be implemented with mutual consent and agreed rates with the same terms and conditions.
- ➔ The system must Go Live within 75 days of award of contract, failing which LD shall be charged.
- ➔ Dedicated Relationship Manager (RM) is to be engaged by the agency for carrying out works related to the overall end to end works.
- ➔ If required, the bidder's authorized Relationship Manager (RM) shall visit the HURL Headquarters office for meetings, reviews, coordination, or issue resolution as requested.
- ➔ Salary shall be disbursed on the last working day of every month as per HURL Policy. Hence Salary register should be prepared by the vendor in such a way that there is no delay in disbursement of salary. In case of delay, a penalty of Rs. 50,000 per day will be applicable.
- ➔ The bidder shall provide comprehensive end-to-end user training sessions covering all modules, features, and functionalities of the proposed solution, Training shall be delivered to all identified end users, administrators, and key stakeholders.
- ➔ The NDA document is required to be signed by the selected bidder prior to the start of any project-related activities. This includes, but is not limited to, accessing confidential information, participating in detailed technical discussions, reviewing system architecture, or handling any proprietary data. The execution of the NDA is a mandatory prerequisite to ensure the protection of sensitive organizational information and to maintain confidentiality throughout the engagement.

- ➔ Tax Invoice of preceding month of all the implemented modules is to be raised in the following month by 05th of every month. The same will be processed within 30 days from the receipt of bills subject to its correctness in all ways.
 - ➔ The bidder shall provide a minimum of three (3) months of post-implementation support for bug fixing and issue resolution at no additional cost by visiting HURL, HQ.
 - ➔ This Agreement shall commence on the Effective Date and shall remain in force for an initial period of two (2) years from the date of Go-Live.
 - ➔ Upon expiry of the Initial Term, the Agreement may be extended for an additional one (1) year , subject to mutual written agreement between the Parties.
 - ➔ HURL may terminate this Agreement by providing the other Party with three (3) months' prior written notice.
 - ❖ This Scope of Work outlines the requirements, deliverables, and responsibilities for HURL. Bidders are expected to adhere to all specifications and requirements as detailed herein.
 - ❖ By submitting a bid, the contractor acknowledges understanding and acceptance of the Scope of Work, terms, and conditions set forth in this document.
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HINDUSTAN URVARAK & RASAYAN LIMITED

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



SECTION – VI

FORMS AND PROCEDURES(F&P)



INDEX

Annexure	Description
1	Techno-Commercial Proposal Bid Form
2	Format for Electronics Payment
3	Tender Acceptance Letter & Letter of authorization to submit bid
4	No deviation Certificate
5	Certificate from CEO/MD/ Legally Authorized Signatory
6	Acceptance to Fraud Prevention Policy of HURL
7	Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India and declaration on Local Content
8	Format of Bank Guarantee for Bid Security
9	Format of Performance Bank Guarantee
10	Bank Guarantee Verification Checklist
11	Format for Contract Agreement
12	Format for Certificate from CEO / CFO regarding non-availability of financial statement for last financial year
13	Format for Certificate from CA regarding non-availability of financial statement for last financial year
14	Format for Proof for payment of EMD
15	Format for Work Execution Certificate
16	Affidavit deposing compliance of Clause 5 of Notice Inviting Tender
17	MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT



ANNEXURE-1

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

NIT Ref. No.: HURL/HQ/CS645

DATED 24.12.2025

Bidder's Name & Address:

Person to be contacted:

Designation :

Tel. No(s). :

Mobile No. :

Fax No(s). :

E-mail address :

To,

General 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

Dear Sirs,

- 1.0 Having examined the Bidding Documents bearing No. **HURL/HQ/CS645 DATED 24.12.2025** including its subsequent amendments and clarifications, if any, issued by Owner, the receipt of which is hereby acknowledged, we the undersigned, offer to complete the work under the above-named Package in full conformity with the said Bidding Documents and hereby furnish our Techno-Commercial Proposal.
- 2.0 We have understood the instructions and the terms & conditions mentioned in the Bidding Documents furnished by you and have thoroughly examined the specifications laid down by you in the Bidding Documents and are fully aware of the nature of consultancy services required.

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

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

Sr. No	Description
1	Power of Attorney as per requirements mentioned in NIT.



2	Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD) as per format enclosed at Annexure-14 of Section VI (Forms & Procedures) of the Bidding documents / MSE Certificate for exemption of EMD.
3	Signed, Stamped and Scanned copy of Certificates like Registration Certificate, GST No., PAN No., UDYAM etc.
4	Signed, Stamped and Scanned copy of Format for Electronics Payment (Enclosed as Annexure-2 to Forms and Procedures i.e., Section VI) and a copy of cancelled cheque.
5	Signed, Stamped and Scanned copy of Tender Acceptance Letter & Letter of authorization to submit bid (Enclosed as Annexure-3 to Forms and Procedures i.e., Section VI).
6	Documents as required in accordance with Qualifying Requirements i.e. Pre-Qualification Criteria (PQC) and QCBS i.e., <u>Clause 6</u> of NIT.
7	Signed, Stamped and Scanned copy of No deviation Certificate (Enclosed as Annexure-4 to Forms and Procedures i.e., Section VI).
8	Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director or Legally Authorized Signatory, in the format as enclosed as Annexure-5 to Forms and Procedures i.e., Section VI to Bidding Document shall be furnished certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof.
9	Signed, Stamped and Scanned copy of Form of Acceptance of Fraud Prevention Policy of HURL (Enclosed as Annexure-6 to Forms and Procedures i.e., Section VI).
10	Signed, Stamped and Scanned copy of Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India and declaration on Local Content . (Enclosed as Annexure-7 to Forms and Procedures i.e., Section VI).
11	Signed, Stamped and Scanned copy of Declaration Regarding GST Applicable on Transportation Activity. (Enclosed as Annexure-A to Special Conditions of the Contract i.e., Section IV).
12	Any other document asked for in the Bidding Documents.

3.0 COMPLIANCE TO THE PROVISIONS OF THE BIDDING DOCUMENTS

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



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

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

- 3.2 We further declare that additional conditions, variations, deviations, if any, found in the bid, shall not be given effect to.
- 4.0 We undertake, if our bid is accepted, to commence the work immediately upon your Notification of Award to us.
- 5.0 We agree to abide by this bid for a **period 90 days** from the date of opening of Techno-Commercial bids as stipulated in the Bidding Documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
- 6.0 Until a formal Contract Agreement is prepared and executed between us, the bids, together with your written acceptance thereof in the form of your Notification of Award shall constitute a binding contract between us.
- 7.0 We understand that you are not bound to accept our bid or any other bid you may receive.
- 8.0 We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.
- 9.0 We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
- 10.0 We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

Thanking you,

(authorised signatory Name).

Date:

(Designation)

Place:

Company Seal

**ANNEXURE - 2**

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

NIT Ref. No.: HURL/HQ/CS645**DATED 24.12.2025**

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

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

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

Authorized signatory of the bidder

Name:

Designation:

Date:

Note: Copy of cancelled cheque to be enclosed.



Annexure-3

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

NIT Ref. No.: HURL/HQ/CS645

DATED 24.12.2025

Sub: Acceptance of Terms & Conditions of Tender.

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: <https://eprocure.gov.in/eprocure/app> 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. 01 to 151** (including all documents like annexure(s), schedule(s) etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,
(Signature)

Date:

Place:

Name & Designation

Name of the Company

(Seal of Company)



ANNEXURE - 4

DECLARATION FOR “NO DEVIATION”

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

1. With reference to HURL's **NIT No.: HURL/HQ/CS645 DATED 24.12.2025** for **“IMPLEMENTATION AND ONGOING SUPPORT FOR HUMAN RESOURCE AND PAYROLL RELATED MODULES”**, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendments(s) / Clarification(s) / Addenda / Errata (if any) issued by the Owner prior to opening of Techno – Commercial Bids and the same has been taken into consideration while making our Techno – Commercial Bid & Financial Bid and we declare that we have not taken any deviation / exceptions in this regard.
2. We further confirm that any deviation variation or additional conditions etc. or any mention, contrary to the Bidding Documents and its Amendments(s) / Clarification(s) / Addenda / Errata (if any) as mentioned at 1.0 above found anywhere in our Techno – Commercial Bid and / or Financial Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing which the Bid Security shall be forfeited.

Yours faithfully,
(Signature)

Date: Name & Designation

Place: Name of the Company

(Seal of Company)



Annexure-5

PROFORMA OF CERTIFICATE

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

NIT Ref. No.: HURL/HQ/CS645

DATED 24.12.2025

To,
General 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

Dear Sir,

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

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

Yours faithfully,
(Signature)

Date Name & Designation.....

Place Name of the Company.....

(Seal of Company)



(FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY OF HURL)

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

NIT Ref. No.: HURL/HQ/CS645

DATED 24.12.2025

To,
General 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: Form of Acceptance of Fraud Prevention Policy of HURL

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

Date : (Signature of Authorized Signatory)

Place : (Printed Name)

(Designation).....

(Company Seal)



Annexure-7

Certificate for Tenders for Works Involving Possibility of Sub-Contracting & Local Content

(TO BE SUBMITTED BY AUTHORISED SIGNATORY OF THE BIDDING COMPANY ON BIDDERS

LETTER HEAD)

NIT Ref. No.: HURL/HQ/CS645

DATED. 24.12.2025

To,

General 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
Land Line: 011-2250 2267/ 2268

Dear Sir,

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

Further, we have read the provisions of "Preference to Make in India and Eligibility for granting of Purchase Preference to Class-I local suppliers". In terms of the requirement of the aforesaid provisions, we hereby declare that we confirm that we are a 'Class-I local supplier'. Also, we hereby confirm that we are presently not debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make in India), Order 2017' (PPP- MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP).

Yours faithfully,
(Signature)

Date:

Place:

Name & Designation.....

Name of the Company.....

(Seal of Company)

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



Bid Security Form

Bank Guarantee

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

Bank Guarantee No...

Date...

To:

General 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
Land Line: 011-2250 2267/ 2268

Dear Sirs,

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

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

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

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

Notwithstanding anything contained herein:



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

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

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

(Signature)

(Name)

(Designation with Bank Stamp)

Authorized Vide Power of Attorney No...

Date...

NOTE:

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

Bank: SBI

Current account no.- 41288344914,

IFSC Code- SBIN0004803.



ANNEXURE - 9

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,

General 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
Land Line: 011-2250 2267/ 2268

Dear Sirs,

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

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

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



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

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

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

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

WITNESS:

..... (Signature)	(Signature).....
..... (Name)	(Name).....
..... (Official Address) (Designation with Bank Stamp) Attorney as per Power of Attorney No..... Dated.....

Notes: 1. (*) This sum shall be ten percent (5%) of the Contract Price including GST.

(@) This date will be ninety (90) days beyond the completion date for Material / Services as specified in the Contract.

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

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

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

**BANK GUARANTEE VERIFICATION CHECKLIST**

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

CHECK LIST

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



agreed based on the opinion by Legal Department or BG is considered acceptable on the basis of opinion of Law Department already available on the similar issue.

- i) Are the factual details such as Bid Document No./Specification No. / NOA / LOA / Contract No., Contract Price, Percentage of Advance, Amount of BG and Validity of BG correctly mentioned in the BG?
 - j) Whether overwriting / cutting if any on the BG have been properly authenticated under signature & seal of executant?
 - k) Whether the BG has been issued by a Bank in line with the provisions of Bidding / Contract Documents?
 - l) In case BG has been issued by a Bank other than Scheduled / Commercial Bank recognized by Reserve Bank of India, is the BG confirmed by a Bank in India acceptable as per Bidding / Contract Documents?
 - m) Whether BG advice (including all BG amendments) sent by the issuing bank through SFMS platform directly to the HURL Banker as per Bidding / Contract documents?
-

Date : Signature.....

Place :

Printed Name of Authorized Person having Power of

Attorney.....

(Designation)

(Common Seal)

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



FORMAT OF CONTRACT AGREEMENT

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

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

BETWEEN

(1) *[Name of 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 *[scope of work]*

and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

ARTICLE 1. CONTRACT DOCUMENTS

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

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

1.2 Order of Precedence

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

1.3 Definitions

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

ARTICLE 2. CONTRACT PRICE AND PAYMENT TERMS

2.1 Contract Price

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



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

2.2 Payment Terms

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

ARTICLE 3. EFFECTIVE DATE FOR DETERMINING TIME FOR COMPLETION

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

ARTICLE 4. NON-ASSIGNABILITY

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

ARTICLE 5. GOVERNMENT OF INDIA NOT LIABLE

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

ARTICLE 6. Appendices

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

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

ARTICLE 7. NO LIABILITY ON DIRECTOR AND EMPLOYEE

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



tort or Contract or otherwise against the EMPLOYER or any director, employee, agent, consultant or representative of the EMPLOYER for act of omission or commission done or omitted to be done.

ARTICLE 8. WAIVER

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

ARTICLE 9. LANGUAGE OF CONTRACT AND COMMUNICATION

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

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

Signed by for and on behalf of the Employer

[Signature]

[Title]

in the presence of

Signed by for and on behalf of the Bidder

[Signature]

[Title]

in the presence of _____

CONTRACT AGREEMENT

dated the _____ day of _____, 20_____

BETWEEN

["the Employer"]

and

["the Bidder"]



ANNEXURE-12

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

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

NIT Ref. No.: HURL/HQ/CS645

DATED 24.12.2025

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

Dear Sir / Madam;

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

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

Accordingly, the company is not able to submit the certificate from a practicing Chartered Accountant certifying its financial parameters for the last financial year and the audited results of the three consecutive financial years preceding the last financial year have been considered for meeting the financial parameters in the bid submitted by M/s.

..... (Name of the Bidder) for the
**“IMPLEMENTATION AND ONGOING SUPPORT FOR HUMAN RESOURCE AND PAYROLL RELATED
MODULES” under NIT Reference No. HURL/HQ/CS645 DATED 23.12.2025.**

Yours faithfully,
(Signature)

Date:
Place:

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



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

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

Ref. No.: HURL/HQ/CS645

Date: 24.12.2025

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

Dear Sir / Madam;

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

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

Date:
Place:

UDIN:

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

FRN:

**PROOF OF PAYMENT OF EMD**

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

NIT Ref. No.: HURL/HQ/CS645**DATED 24.12.2025**

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

Sub: PROOF OF PAYMENT OF EMD

Dear Sir / Madam,

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

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

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

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

**WORK EXECUTION CERTIFICATE**

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

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

Sr. No.	Name of Client (Name and Address)	LOA / Work Order/ Purchase Order no. and date	Award Value of LOA / Work Order / Purchase Order (Rs.)	Nature of Work / Service and No. of Employees covered under the WO	Value of work execut ed (INR)	Period of execution	Financial Year wise Breakup of executed work (Excl. GST)	
							FY	Amount (INR)- (Excl. GST)
1					Rs. _____	From....(date) to(date)....		
2					Rs. _____	From....(date) to(date)....		

Yours faithfully,

Signature.....

Name & Designation.....

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

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

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



Affidavit deposing compliance of Clause 5 of Notice Inviting Tender

I, _____, son of Shri _____ aged about _____ years residing at _____
_____, do solemnly affirm and say as follows:

1. I am the _____ of the Applicant / Participant / Bidding Company / Partnership / Proprietorship having its registered office at _____. I am fully conversant with the Tender Terms and Conditions and am competent to depose the present Affidavit.
2. I hereby undertake that I have read and understood the contents and intent of Clause 5 of NIT and further state that I am in compliance of the same. I have no business relationship with any other bidder for the subject Tender.
3. I further undertake that in case any deposition in the present Affidavit is found to be false on any given day, the Tendering Authority (HURL) shall be at liberty to act in terms of the Tender Terms & Conditions by canceling the bid forthwith and taking any further suitable action, and in that regard, I shall have no claim or dispute against HURL.
4. That this Affidavit is bona fide and nothing material has been concealed there from.

Solemnly affirmed at _____ on _____, 202__

DEPONENT

VERIFICATION

Verified at New Delhi on this _____ day of _____, 202__ that the contents of the above affidavit are true and correct to my knowledge and information therein is derived from the records of the Applicant Companies and no material fact has been concealed.

DEPONENT



ANNEXURE 17

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

(To be entered into with the successful bidder prior to the start of any project-related activities)

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into at New Delhi on Dt..... by and between

Hindustan Urvarak & Rasayan Limited having CIN:U24100DL2016PLC358399, a company incorporated under the Companies Act 2013, a Joint Venture Company of Coal India Limited (CIL), NTPC Limited (NTPC), Indian Oil Corporation Limited (IOCL), Fertilizer Corporation of India Limited (FCIL) and Hindustan Fertilizer Corporation Limited (HFCL) and having its registered office at Core-4, 9th Floor Scope Minar, Laxmi Nagar District Centre, Delhi-110092, (hereinafter referred to as "**HURL**" which term, unless repugnant to the context, shall mean and include its successors in interest, directors, representatives and permitted assigns) through authorised representative Smt. Iti Matta, Company Secretary (CS) of the One Part,

and

M/s **CIN:.....**, a company incorporated under the companies Act 1956, having an office and place of business at (hereinafter referred to as "**M/S-----**" which term, unless repugnant to the context, shall mean and include its successors in interest, directors, representatives and permitted assigns) through their authorised representative of the Other Part.

HURL and **M/S -----** may be referred to in this Agreement individually as a "Party" or collectively as "Parties".

PURPOSE

HURL is engaging for HR and payroll related modules service provider from M/s -----for implementation and ongoing support (AMS) of HR and Payroll modules. In the course of this engagement, the vendor will have access to confidential and sensitive information related to HURL's employees Personal information, financial details etc . To ensure the protection and confidentiality of such information, both parties deem it necessary to enter into this Non-Disclosure Agreement.

WHEREAS:

- (A) M/s _____ has designed the Application by the name of _____ which caters to _____.
- (B) HURL had issued Tender (Tender Ref No. _____) for identifying Applications for _____



(C) HURL contemplate that with respect to their intended business arrangement, HURL may end up uploading/sharing information with the Application/Cloud server in any recorded medium, material and documents relating to its business, financial information/conditions, clients, client data, business affairs, operations, techniques, designs, inventions, methodologies, technologies, plans and/or prospects of their businesses and/or other information pertaining to HURL (hereinafter referred to as “**Confidential Information**”, more fully detailed in clause 1 herein below) that HURL regards as proprietary and confidential.

In order to protect its Confidential Information, HURL is desirous of entering into the present agreement.

The Parties agree as follows:

1. For the purpose of this Agreement, the noted terms shall have the following meanings:

“**Confidential Information**” shall mean all information, including, but not limited to, any information of a commercial or technical character, non-public information, proprietary information, patent, trade secrets, models, apparatus, specification, formulae, data, codes, formulations, methods of application, methods of manufacture, designs, documents, drawings, graphics, layout plan, know-how, samples, internal business notings/commercial discussions and decisions and any information, findings, data or analysis derived from such information, pertaining to the Purpose (defined below) in any form (including, but not limited to, letters, electronically transmitted documents and e-mails), tangible or intangible, supplied in writing, orally or by observation, which may be disclosed HURL by way of uploading any such information in the Application/Cloud Server provided by _____ after the Effective Date, and together also with this Agreement, the relationship created under this Agreement and the Purpose;

“**Affiliate(s)**” shall mean (i) any corporation, company or entity which owns or controls directly or indirectly fifty percent or more ($\geq 50\%$) of shares or stocks outstanding of the Party at issue, (ii) any corporation, company or entity of which fifty percent or more ($\geq 50\%$) of shares or stocks outstanding are owned or controlled directly or indirectly by the Party at issue, or (iii) any corporation, company or entity which is under the control, directly or indirectly, of one or more corporations, companies or entities falling within the meaning of (i) and (ii) of this Paragraph; and

2. For the purpose of this agreement Confidential Information is considered disclosed with _____ as and when any such information is uploaded/fed in/identified by the Application/Cloud server during the course of usage of the Application subsequent to the effective date.



3. This Agreement shall commence on the Effective Date and be in force till the Confidential Information is not in the public domain. The same shall in no way affect any rights or remedies which may already have accrued to HURL prior to the expiry of the Term.
4. _____, on behalf of themselves and their employees, officers, and/or directors, agree to retain the Confidential Information in strict confidence and exercise all necessary and suitable steps to safeguard the confidentiality of the Confidential Information pertaining to HURL with at least the same degree of care as it holds its own confidential and propriety information of the like kind which shall not be less than a reasonable degree of care and therefore undertake and agree that:
 - a. Neither to disclose nor use Confidential Information during the Term or till the obligations under this Agreement continue in a manner other than for the Purpose according to the terms of this Agreement, and, in particular, not to otherwise exploit it commercially.
 - b. No right or license, of any kind, is granted to _____ in relation to Confidential Information and any and all Confidential Information (including tangible copies and computerized or electronic versions or any other version on any other medium and summaries thereof), shall, at all time, remain the sole and exclusive property of HURL.
 - c. To treat Confidential Information as strictly confidential and not to disclose it, directly or indirectly, or make it otherwise available, to any third parties
 - d. _____ shall not copy, reproduce, market, sell, distribute, modify, disassemble, or otherwise reverse engineer any of the Confidential Information or create derivative works or developments based on the Confidential Information.
 - e. To ensure that the _____ employees having access to Confidential Information keep it secret and confidential and do not use it for any purpose whatsoever, both during and after the period of their employment.
 - f. Not to use company logo, project name, company name or product name in any of their material including but not limited to marketing material, discussions, websites in writing, presentation, verbal or digital presentations.

_____ to promptly notify HURL, if an unauthorized disclosure of, loss of and/or unauthorized access to Confidential Information, or any other breach of the Parties undertakings under this clause 4, has or may have occurred or information is received or knowledge is gained that such unauthorized disclosure of, loss of and/or unauthorized access to Confidential Information has or may have occurred.

5. Confidential Information, however, shall not include any information which the Receiving Party can show:



- (i) has been approved for release or use (in either case without restriction) by written authorization of HURL.
 - (ii) which is required to be disclosed pursuant to a governmental or judicial process, provided that the notice of such process is promptly provided to the other Party in order that it may have the opportunity to intercede in such process to contest such disclosure and; provided, further, that such Party shall only make such disclosure to the minimum extent required by such governmental or judicial process, and the Company shall exercise all commercially reasonable efforts to obtain assurances that confidential treatment will be accorded to the Confidential Information.
6. In the event _____ receives a summons or other validly issued administrative or judicial process requiring the disclosure of Confidential Information of HURL, _____ shall promptly notify HURL. _____ may disclose Confidential Information to the extent such disclosure is required by law, rule, regulation or legal process; *provided however*, that, to the extent practicable, _____ shall give prompt written notice of any such request for such information to HURL, and further agrees to co-operate with the HURL, at its expense, to the extent permissible and practicable, to challenge the request or limit the scope thereof, as _ may reasonably deem appropriate.
7. HURL's rights and _____'s obligations under this Undertaking will bind and inure to the benefit of their respective successors, heirs, executors and administrators and permitted assigns. _____ shall not assign or delegate its obligations or rights under this Undertaking either in whole or in part to any third party.
8. The Parties agree that nothing contained in this Agreement shall be read or construed as constituting a warranty (whether express or implied) as to the accuracy or completeness of any of the Confidential Information provided by HURL.
9. No right of ownership or license (expressly, by implication, estoppel or otherwise), whether under any patent, copyright, trade secret, know-how, or otherwise, in any of its Intellectual Property is hereby granted by HURL to _____.
10. The validity, interpretation and implementation of this Agreement shall be governed by the substantive laws of India.
11. Any dispute, controversy or claim, arising out of or in relation to this Commitment, including the validity, invalidity, breach or termination thereof, shall be resolved by arbitration by a single arbitrator in accordance with the Arbitration and Conciliation Act, 1996 or such amendment in force on the date when the Notice of Arbitration is submitted in accordance



with these Rules. The seat and venue of arbitration shall be New Delhi. The arbitral proceedings shall be conducted in English. The arbitration award shall be final and binding for both Parties.

12. Notwithstanding the above, the Courts at New Delhi shall have the exclusive jurisdiction to try and adjudicate any dispute arising out of this Agreement.
13. If any provision of this Undertaking is found by a proper authority to be unenforceable, that provision shall be severed or, if possible, reformed without further action by anybody and only to the extent necessary to make such provision or provisions valid and enforceable when applied to such particular facts and circumstances and the remainder of this Undertaking will continue in full force and effect.
14. _____ agrees to indemnify and hold harmless HURL against all damages or losses faced by it resulting from the unauthorised leak of its Confidential Information by the other Party. It is agreed that such indemnification shall be on demand and that to claim indemnification under this head, HURL shall not be obligated to prove the damages or losses claimed from such Party.
15. Without prejudice to any other rights or remedies that a Party may have, the Parties acknowledge and agree that damages alone would not be an adequate remedy for any breach of the terms of this Agreement by the breaching Party. Accordingly, and notwithstanding the Arbitration Clause, Party suffering breach shall be entitled to apply to any court of competent jurisdiction for appropriate interim injunctive relief, specific performance, or other equivalent relief for any threatened or actual breach of this Agreement. The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
16. This Agreement constitutes the entire agreement of the Parties regarding the subject matter hereof and may not be modified except by a mutual written instrument signed by an authorized representative of both Parties.
17. The failure or delay on the part of either of the Parties to exercise or enforce any rights conferred upon it by this Agreement at any time or for period any shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time(s). No waiver of any of the provisions of this Agreement shall be effective unless made in writing and signed by an authorized representative of the waiving Party.



18. If any term or provision of this Agreement should be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect or impair any of the other terms or provisions of this Agreement. The Parties shall negotiate in good faith to replace the invalid or unenforceable provision with a valid and enforceable provision that, insofar as possible, comes closest to expressing the Parties intention with respect thereto.
19. Except as otherwise expressly provided in this Agreement or as may be provided in any subsequent written agreement between the Parties, neither Party shall be obligated to do business with the other Party, refrain from dealing with others and/or begin, continue or terminate any business venture. Further, nothing herein shall be construed as establishing any agency or partnership relationship.
20. All notices under this Agreement shall be in writing and in English. A notice to be given under this agreement shall be in writing and shall be deemed to have been properly given when personally delivered to the other party under acknowledgement or when sent by prepaid registered mail/ courier or by facsimile, email with the original sent by prepaid registered mail/ courier to the address of such other party as set out below. Either party may change its address for the purpose of this clause by giving notice thereof in writing to the other party in accordance with this cause.

Address for notice:

If to HURL:

Kind Attention: _____

Email ID: _____

If to _____

Kind attention: _____

Email ID: _____



IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties on the Effective Date.

M/s HURL

Witness

Sign

Sign

Name: _____

Name:

Title:

Date:

M/s _____

Witness

Sign

Sign

Name: _____

Name:

Title: _____

Date