



HINDUSTAN URVARAK & RASAYAN LIMITED

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

Barauni Urvarak Nagar, Begusarai

P.O: Barauni, Distt: Begusarai (Bihar), Pin: 851115.

[Registered Office, SCOPE Minar, Core 4, 9th Floor, Laxmi Nagar District Center, Delhi-110092]

TWO-BID System e –TENDER

Hindustan Urvarak & Rasayan Limited, Barauni, invites electronic online bids (e-Tender) through HURL web site www.hurl.net.in (for ref. only) and CPPP web site <https://eprocure.gov.in/eprocure/app> under Two Bid system (Part I :Techno commercial bid & Part II: Price Bid or BOQ) from bonafide and experienced bidders with sound technical and financial standing and capabilities & fulfilling the qualifying requirement for the tendered job as given in the NIT.

HURL, Barauni request bidders to quote in line with tender documents uploaded (refer attached Index) & submit the offer on our e-portal <https://eprocure.gov.in/eprocure/app>.

Upload of Tender: Tenderers are advised to download Notice Inviting Tender along with other tender documents and submit the declarations and tender documents along with clear scanned copies of requisite documents to substantiate the claim towards their credentials while the tender shall be submitted online in soft copy on our e-tendering portal.

All interested bidders have to submit techno commercial bid (Part I) & Price Bid (BOQ) (Part II) strictly in the tender format available online on e-portal. No other form of bid shall be accepted and the tender shall be summarily rejected. Bids shall be digitally signed and uploaded by someone legally authorized and competent on behalf of his firm / company and relevant documents w.r.t. the same to be uploaded along with the bid by the bidders.

Earnest Money Deposit has to be submitted as per NIT /Tender instructions before the due date and time of tender techno commercial bid opening , failing which the bid shall be liable for rejection .

For & on behalf of
HURL Barauni

DGM (PJ & ADMN)

HINDUSTAN URVARAK & RASAYAN LTD., BARAUNI
Open Tender Enquiry
Barauni Urvarak Nagar, Begusarai-851115

1. Online bids are invited on two bid system for **“Development of Garden in front of Admin Building at HURL Barauni Project Site”**. Manual bids shall not be accepted. Tender No.: **HURL/BR/CC/19-20/05**
2. Tender documents may be downloaded from HURL web site www.hurl.net.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE as in Point no. 4 of NIT.
3. Type of Tender: Open Tender – Two bid – Percentage (%) rate.
4. **Critical Date Sheet: (tentative---shall be changed after approval & issue date)**

Published Date	18.12.2019 (11.00 AM)
Bid Document Download / Sale Start Date	18.12.2019 (11.00 AM)
Bid Submission Start Date	18.12.2019 (11.00 AM)
Bid Document Download / Sale End Date	02.01.2020 (11.00 AM)
Bid Submission End Date	02.01.2020 (11.00 AM)
Bid Opening Date	03.01.2020 (11.00 AM)

5. **Pre-qualification criteria (PQC):**

Before submitting bids online bidders are requested to go through the following pre qualification criteria (PQC). Bidders to upload /submit relevant PQC documents along with bid (Part-I) duly scanned & digitally signed towards fulfillment of below mentioned PQC.

Offers with incomplete/irrelevant/illegible/ambiguous PQC documents not clearly meeting PQC requirements, shall be liable for rejection without any communication in this regard.

Notwithstanding any other condition / provision in the tender documents, bidders are required to submit complete documents pertaining to Pre Qualification Criteria (PQC) along-with their offer. However, in case of insufficient documents pertaining to PQC, HURL reserves the right to allow opportunity to the bidders, within fixed deadline, to provide complete and unambiguous documents in support of meeting the PQC. In case the bidder fails to submit the correct and complete documents, the bidder's offer will be rejected.

A) Commercial Pre qualification Criteria

The annual turnover (ATO) of the bidder during any of the preceding three financial years should be at least Rs. 6, 56,361.86/-

“Proof of ATO shall be submitted in the form of Audited Balance Sheet along with statement of Profit & Loss Account certified by Chartered Accountant.

Membership No. of Chartered Accountant must be clearly indicated in the above statement.

NIT Publication date shall be considered for reckoning Annual Turnover (ATO).”

- B)** For experience, the single work executed by the bidder, as main or (approved) sub-contractor, during any of the last 05 (five) years **ending on last day of the month immediately previous to the month in which original last date of bid submission falls**, for similar nature of work as define below, should be for minimum value excluding GST: shall be as follows:

One similar nature of completed work costing not less than the amount equal to Rs. 5,46,968.22/-

‘OR’

Two similar nature of completed works each costing not less than the amount equal to Rs. 4,37,574.58/-

‘OR’

Three similar nature of completed works each costing not less than the amount equal to Rs. 3,28,180.93/-

“Similar Nature of work” mentioned above is defined as **“Gardening/Horticulture in any Hydrocarbon /Petrochemical /Refinery /Fertilizer/Power Plant industry / any other industries”**.

- C)** In addition to above bidder must have experience of Installation of Pop up Sprinkler Irrigation System.

- I. Cost of completed work order(s), single/two/three mentioned above, is exclusive of service tax/GST and accordingly executed value of the job excluding service tax/GST shall be considered for evaluation of PQC.
- II. Detail work order (similar in nature as defined) along with completion certificate containing executed value of work, service tax/GST, work order reference, actual date of job completion etc. to be submitted by bidders along with the technical bid , towards fulfillment of above PQ criteria.
- III. Wherever executed value is not mentioned in the completion certificate, the copy of certified bills with service tax/GST details as applicable / Separate certificate from respective client (WO issuing company /Engineer In Charge) regarding executed value with service tax/GST details, date of completion etc, shall also be accepted towards fulfillment of PQC, if same is submitted along with completion certificate.
- IV. Completion certificate submitted by the bidders shall have clarity with respect to whether service tax/GST is included/excluded in the executed value of the completed job, towards fulfillment of PQC and same shall be ensured by the bidders by submitting proper and relevant documents as required (e.g. separate certificate from respective client regarding service tax/GST) along with completion certificate.
- V. If no clear documents as mentioned above regarding service tax/GST component included/extra/not applicable with respect to the executed value of the job mentioned in completion certificate is submitted by the bidder & In case Service tax/GST amount / component is also not specified in the submitted completion certificate, then the amount equivalent to rate of applicable service tax/GST as considered by HURL for the subject tender shall be deducted from the value of completed job mentioned in the completion certificate to arrive at the value of the completed job without service tax/GST.
- VI. Similar ARC (Annual Rate Contract) Jobs that has been successfully completed by the bidder for the originally awarded period shall be considered as completed works even though such ARC is under execution on account of extension. However original term completion should be within the period as indicated in above PQC. Bidder to submit the relevant document along with bid certifying satisfactory completion of the job, executed value of the job and completion date for original period of contract, along with letter of extension of contract, certified by WO issuing company /Engineer In Charge.

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

6. **Bid Submission:**

- Bids shall be submitted online only at CPPP website <https://eprocure.gov.in/eprocure/app>. Tenderer/Contractor is advised to follow the instructions provided for online submission of bids. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
7. Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
8. Tenderer who has downloaded the tender from the HURL website www.hurl.net.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case 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.
9. Intending tenderers are advised to visit again HURL web site www.hurl.net.in and CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.
10. EMD Payment: Earnest Money Deposit is to be deposited electronically by RTGS in the account of HURL at the below mentioned details. Bidders are required to submit the details of EMD payment at the time of Bid Preparation.
- BANK Details for EMD Payment through NEFT/RTGS:**
Bank Name – State Bank of India, CAG-II NEW DELHI (17313)
IFS CODE: SBIN0017313, Account No: 00000037880422277.
11. EMD value: **Rs. 21,879.00** (Rupees Twenty One Thousand Eight Hundred Seventy Nine only).
12. All NSIC /MSME / SSI registered vendors are exempted from submission of tender fee & EMD. NSIC/SSI certificate must be submitted online to avail the exemption from furnishing the EMD.
13. The Hard Copy of original instruments in respect of earnest money must be delivered to the DGM (PJ & Admin) Hindustan Urvarak & Rasayan Limited, Barauni Urvarak Nagar, P.O: Barauni, Distt.: Begusarai (Bihar), Pin: 851115 on or before bid opening date/time as mentioned in critical date. Tenderer shall likely to be liable for rejection for non-submission of original payment instrument like DD,etc., against the submitted bid.
14. Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening will be intimated latter.
15. HURL Barauni shall not be responsible for any postal /courier delay for submission of EMD original document.

16. Guideline for submission of bid :

16.1 Technical Bid:

The following documents are to be uploaded using digitally Signature Certificate (DSC) by the Bidder/ Contractor along with Technical Bid as per the tender document:

- a. Signed and scanned copy of proof for payment of Earnest Money Deposit.
- b. Signed and scanned copy of proof for qualifying the Pre qualification criteria of Tender.
- c. Signed and Scanned copy Certificates like Registration certificate, GST No, PAN No, PF No etc.
- d. Signed and Scanned Copy of Tender Acceptance Letter & Letter of authorization to submit bid.
- e. An undertaking (self-certificate) that the agency hasn't been blacklisted by a Central / State/UT Government institution and there has been no litigation with any government department on account of IT services.
- f. Signed and scanned copy No near relative certificate & No deviation certificate.
- g. Signed and Scanned Copy of Special condition of contract & General Condition of contract.

Note: Bidders are requested to upload the clearly visible documents only; otherwise if not clearly visible then offer shall be liable for rejection without any further communication.

16.2 Price Bid:

Schedule of price bid in the form of BOQ_XXXX.xls

The below mentioned Financial Proposal/Commercial bid format is provided as BOQ_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BOQ_XXXX.xls as it is and quote their offer/rates in the permitted/ specified column and 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.

16.3 Checklist:

Checklist of documents to be submitted online Yes/No:

S. No	Item Description	Submitted Yes/No
(i)	Earnest Money Enclosed	
(ii)	Tender Acceptance Letter	
(iii)	Certificates like Registration certificate, GST No, PAN No, PF No.	
(iv)	An undertaking that the agency hasn't been blacklisted	
(v)	No near relative certificate	
(vi)	No deviation Certificate	
(vii)	Acceptance of Special Condition of Contract and General Condition of contract.	
(viii)	Proof for qualifying the Pre-qualification criteria of Tender	

Instructions for Online Bid Submission:

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

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

1.0 REGISTRATION

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

2.0 SEARCHING FOR TENDER DOCUMENTS

- 2.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
- 2.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3.0 PREPARATION OF BIDS

- 3.1 Bidder should take into account any / all corrigendum published on the tender document before submitting their bids.
- 3.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

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

4.0 SUBMISSION OF BIDS:

- 4.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 4.3 Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4.4 Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 4.5 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 4.6 The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 4.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.
- 4.8 Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 4.9 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 4.10 Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 4.11 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

5.0 ASSISTANCE TO BIDDERS

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

Or

Mr. Anayat Alam, Manager (C&I) / Vijay Kumar Yadav

Mr. B B Minz, DGM (PJ & Admn.) /Mr. Sanjay Kumar, CPJM.

Mobile No.:- 7781005841//7070818181/7781003933/8811095238

E-mail: alamanavat@hurl.net.in/vijaymca26@gmail.com/minzbb@hurl.net.in/kumarsanjay@hurl.net.in

XXXXXXXXXXXXXXXX

PERFORMA FOR BANK GUARANTEE IN LIEU OF CASH DEPOSIT (EMD) (On non-Judicial stamp paper of value –Five rupees for every Rs. 1000/- or part thereof provided that value of stamp duty shall not exceed ten thousand rupees)

Ref. No. HURL/BR/IP/2019-20/01

Date:

To,
HURL Barauni
Dear Sirs,

In consideration of HURL having its registered office at HURL Core -4, 9th floor , Scope Minar, Laxmi Nagar District Centre , Delhi – 110092 (hereinafter called the 'OWNER' which expression shall unless repugnant to the subject or context include its successors and assigns) having issued Notice Inviting tender under specification no.....

M/s..... having its registered office (head office) at(hereinafter called 'TENDERER') who wishes to participate in the said tender forand you as a special favour, have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of Rs.....valid uptoon behalf of the tenderer in lieu of Cash deposit required to be made by the tenderer, as a condition precedent for participation in the said tender.

We, theBank incorporated under law and having one of our branches at and having our head/registered office at..... (address) do hereby unconditionally and irrevocably guarantee and undertake to pay to the 'OWNER' immediately on demand without any demur, reservation, protest, context and recourse to the extent of the said sum of Rs.....(Rupees only). Any such claim/demand made by the said 'OWNER' on us shall be conclusive and binding on us irrespective of any dispute or differences raised by the tenderer.

This Guarantee shall be irrevocable and shall remain valid upto If any further extension of the Guarantee is required, the same shall be extended to such required period on receiving instruction from M/son whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this

.....day ofat

WITNESS:

1) Signature: Signature:

Name: Name:

2 Signature.....

Name:

OFFICIAL ADDRESS:

(DESIGNATION WITH BANK STAMP)

Authorization No.....

DATE

NOTE: - THIS STAMP PAPERS SHALL BE PURCHASED IN THE NAME OF BID GUARNTTEE ISSUING BANK

GUIDE LINES FOR SUBMISSION OF BANK GUARANTEE

1. The Bank guarantee should be as per enclosed format on Non-judicial stamp paper valuing Rs. 5/- for every Rs. 1000/- for a maximum limit to Rs. 10,000.00. The non-judicial stamp paper should be purchased in the name of issuing bank.
2. Bank Guarantee shall be executed on non-judicial stamp paper of applicable value purchased in the name on the bank.
3. Two persons should sign as witnesses mentioning their full name and address.
4. The executors (Bank Authorities) should mention the power of attorney No and date executed in his/her favor authorizing him/them to sign the document or produce the Photostat copy of power of attorney.
5. Non - judicial stamp paper shall be used within 6 months from the date of purchase of the same. Bank Guarantee executed on the stamp paper of more than 6 month old shall not be treated as valid.
6. The contents of Bank Guarantee shall be strictly as per our Performa.
7. Each page of Bank Guarantee shall bear signature and seal of the Bank.
8. All conditions, corrections, deletions in the bank guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. EMD / BG shall be accepted from only Nationalized Banks or any scheduled Banks as listed in the second schedule of Reserve Bank of India Act 1934 or from HURL approved banks.
10. Security Deposit or Contract Performance BG shall be accepted from any Nationalized Bank or from HURL approved Banks.
11. HURL approved banks are listed in Annexure enclosed.
12. Bank guarantee shall be kept valid for 365 days from the date of bid opening.

CHECK LIST

SN	Details of Checks	Yes/No & Remark
1.0	Is the BG on non-judicial stamp paper of appropriate value as per stamp act?	
2.0	Whether the date, purpose of purchase of stamp paper and name of purchaser are indicated on the back of stamp paper under the signature of the 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 in the name of the executing bank or the party on whose behalf the BG has been issued. Also the stamp paper should not be older than six months from the date of execution of BG).	
3.0	In case the BG has been executed on the letterhead of the bank, whether the adhesive stamp of appropriate value has been affixed thereon.	
4.0	Has the executing officer of BG indicated his name, designation and Power of Attorney No / Signing Power No. etc. on BG.	
5.0	Is the each page of BG duly signed / initialed by executants 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 Performa?	
6.0	Does the bank guarantee compare verbatim with the Performa prescribed in the bid documents?	
7.0	In case of any change in the contents of the text, whether the changes are minor / clerical nature (which in no way limits the right of HURL in any manner)?	
8.0	In case of deviation in the text of BG, which materially affect the right of HURL, whether the changes have been agreed based on the opinion by the Legal Department or BG is considered acceptable on the basis of opinion of Law Department already available on the similar issue.	
9.0	Are the factual details such as Bid Document No, NOA/LOA Contract No, Contract Price, Percentage of Advance, Amount of BG and Validity of BG correctly mentioned in the BG?	
10.0	Whether overwriting / cutting, if any, on the BG have been properly authenticated under the signature & seal of executants.	
11.0	Whether the BG has been issued by the bank inline with the provisions of bid/contract documents?	
12.0	In case BG has been issued by a bank other than those specified in Bid / Contract Document, is the BG confirmed by a bank in India acceptable as per Bid / Contract documents?	

FOR BID SECURITY LIST OF BANKS

- SBI AND ASSOCIATES
- NATIONALISED BANKS
- SCHEDULED PRIVATE BANKS (INDIAN BANKS)
- OTHER PUBLIC SECTOR BANKS

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 Scope of Contract

The Scope of Contract/ Order shall be as per 'Technical Specification/SOR' attached to the NIT.

2.0 Firm Price

Price to be quoted shall be firm and subject to no escalation whatsoever during the contractual completion period including extended period, if any, except for any statutory variations i.e. change in the rate of tax & duty and/or inclusion of any new tax & duty. Bid with variable price will not be accepted.

3.0 Price Basis

Duly executed at following location: HURL, Barauni (Bihar).

4.0 Taxes and duties

- 4.1 The Bidder shall include all the taxes, duties/ levies etc (except GST) in their quoted rates / prices. GST charges shall be paid extra at actual by the owner limited to the GST charges indicated by the bidder in the summary of SOR.
- 4.2 Statutory variation in taxes and duties including imposition of any new tax & duty, within the scheduled Completion period, as per Contract/Work order, shall be paid by contractor.
- 4.3 The Contractor has to submit / furnish all necessary documents / information to enable claim the input credit benefit, if any, under GST rules.

5.0 Effective date of Contract:

Shall be the date of issuance of Letter of Award (LOA).

6.0 Completion Period/ Time Schedule:

- 6.1 As per SCC.

7.0 Payment Terms:

- 7.1 All the payment shall be released within 30 days of submission of invoice by the party after completion of job in totality.
- 7.2 10% shall be kept as SD & the same shall be released after completion of job.
- 7.3 Tax deduction at source
Income tax, as applicable as per income tax act, shall be deducted at source from the Contractor's bills and a certificate towards this deduction shall be issued to the Contractor.
- 7.4 Price Basis: Shall be firm till the completion of the contract.

8.0 Quantity variation

Quantities indicated in the schedule of rate are tentative only and all the items may or may not be executed either partially or fully. Actual execution value of the contract may vary depending on the actual requirement and therefore there shall not be any compensation for non execution of any item or multiple items either partially or fully. This clause shall supersede any other clause given anywhere in the tender documents.

9.0 Price reduction clause

In the event of delay in completion beyond contractual completion period, price reduction @ 0.5% per week or part thereof subject to maximum 5% of total W.O. value shall be recovered from Contractor's bill(s).

10.0 **Insurance**

- 10.1 Necessary insurance(s) to cover accident risk for his employees loss of life, material etc. to crew or the third party to be arranged by Contractor at his cost.
- 10.2 All contractors' equipment shall be at the sole risk of the contractor.
- 10.3 The contractor will insure all his personnel employed for the execution of the work against any personal injury that may be sustained by them as a result of the execution of the work and present satisfactory evidence to the owner/consultant that such insurance is in force.
- 10.4 The contractor shall be responsible for workman's compensation insurance and all other statutory requirements in regard to the personnel in the contractor's employment.

11.0 **Statutory obligation and Safety Rules**

- 11.1 The Contractor will have to follow all safety rules and measures during contract period and will be fully responsible for implementing rules, obligations and statutory provisions of government and all the consequences in the event of any eventuality.
- 11.2 The Contractor shall be responsible to observe and comply with all statutory requirement including contract labour act 1970, minimum wage act – 1948 and EPF act 1952 etc. including all amendments thereof in vogue both of central and state government. HURL Barauni shall be kept indemnified against any action brought against it or any violation / non –compliance of any act /acts, all expenses for compliance of above acts and regulations shall be borne by the contractor.
- 11.3 The wages of every labourer employed by the contractor under this contract shall be paid by him before the expiry of 7 days after the last day of the month in respect of which the wages are payable (i.e. wages of the previous month). The minimum wages rates. As notified from time to time by the Government as per the minimum wages act. 1948 and/or such other authority will have to be paid by the contractor to all his workers.
- 11.4 The Contractor at his cost shall comply with all safety norms such as Fire and Safety regulation act as applicable at site. The Contractor shall be responsible for all risk involved in respect of their personnel and material at site and arrange proper insurance coverage at his cost.
- 11.5 Personnel deployed should be medically fit to work should posses good conduct and should have no past criminal record and shall maintain high standard of discipline, decency and decorum. HURL Barauni reserves the right at its sole discretion to ask for replacement of any person employed by the contractor.

12.0 **Termination**

In the event of unsatisfactory performance, HURL Barauni reserves right to cancel part or whole of the order / contract and make alternate arrangement at any time during currency of contract on risk & costs of contractor and / or forfeit security deposit

13.0 **Force Majeure**

The act of God, epidemic, wars, revolution, and official strike shall be treated as force majeure condition. In event of occurrence of such condition neither party shall be responsible for delay in performance provided that it is notified within 07 days of its occurrence. The Contractor shall provide justification by documentation countersigned by the local chamber of commerce.

14.0 **Arbitration**

All cases of dispute arising during execution of contract shall be resolved by mutual discussion of parties operating the Contract. In the event of failure to do so, matter will be settled as per Arbitration and Conciliation Act, 1996, as amended from time to time.

However, wherever applicable, in case of settlement of commercial disputes between JV/PSEs inter SE and PSE(s) and Government Department(s), the same shall be settled through Permanent Machinery of Arbitrators (PMA) setup in the Department of Public Enterprises (DPEs) as per the following Clause:

“In the event of any dispute or difference relating to the Interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole

Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator”.

The performance under this contract, shall not stop for any reason, whatsoever, during the said dispute / proceedings, unless the service provider is specifically directed by to desist from working in this behalf.

15.0 Governing laws:

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

16.0 PF REGISTRATION:

The Contractor shall be required to get registered their firm with concerned Authorities of appropriate Government, having jurisdiction as per contract for EPF and submit proof of having so that law/rules, or any other labour laws/rules/regulation applicable from time to time. The Contractor shall comply with all the applicable labour laws.

17.0 INTERPRETATION OF CONTRACT

17.1 The several contract documents forming the contracts are to be read together as a whole and are to be taken as mutually explanatory.

17.2 Should there be any doubt or ambiguity in the interpretation of the contract documents or error, omission or contradiction therein or in any of them, the contractor shall prior to commencing the relative work, apply in writing to the owner for his decision in resolution of the doubt, ambiguity or contradiction or correction of the error or omission, as the case may be. Should the contractor fail to apply to the owner for his decision, as aforesaid prior to commencing the relative work, the contractor shall perform said work as per interpretation of owner whose decision shall be final and binding on contractor.

18.0 GATE PASSES

All tools, plant and materials shall be brought by the Contractor to the works site through a covering note to be submitted in 3 copies. One copy of the covering note will be delivered to the security staff and one copy to the Owner/Consultant. The third copy shall be retained by the Contractor. The Contractor shall follow all rules and regulations for entry / exit of their men and materials in/from project site as framed by Owner/Consultant.

19.0 Invalid Tenders:

A. Tender is liable for rejection in the following circumstances:

- a) Does not Pay the EMD before deadline.
- b) Does not fulfill minimum pre qualification criteria as per the Tender documents.
- c) Submits the tender late i.e after due date and time.
- d) Unsolicited tenders.
- e) Stipulates the validity period less than what is stated in the tender documents.
- f) Stipulates his own conditions and does not agree to withdraw the deviations, rendering his bid unacceptable.
- g) Does not disclose the full names and address of all his partners or Directors as applicable where ever called for in the tender.
- h) Does not fill in and sign the required annexure, Formats, specifications etc. as specified in the tender.
- i) Does not submit bid in the prescribed format making it impossible to evaluate the bid.
- j) Indulges in tampering of tender documents.
- k) Does not conform to any tender condition which stipulates non conformance of tender conditions as rejection criteria.
- l) Does not have his PF Code/Number from the Regional Provident Fund Commissioner, if the relaxation in this regard is not stipulated in the tender. However PSUs / Organizations having their own PF trust / Govt. PF are considered “At Par” with the bidders registered with the PF authorities the necessary documentary evidence shall be submitted along with the bid.
- m) Within the validity period, if the party increases the price or refuses to keep their offer valid without variation, the bid shall be rejected and EMD shall be forfeited.

The above clause shall be superseding any other clause in this regard given elsewhere in the tender unless specifically mentioned otherwise.

Sign & Stamp of Contractor

XXXXXXXXXXXXXX

Special Condition of Contract (SCC)

1.0 GENERAL

- 1.1 This Special Condition of Contracts for the subject job is primarily for providing is for Development of Garden in front of Admin Building at HURL Barauni Project Site. The described scope of work is indicative only and not exhaustive. Bidder shall ensure to complete the job in all respect as per instruction of EIC.
- 1.2 Bidder shall make themselves familiar with the site conditions before quoting for the job. Intending bidders are to examine the complete scope of the tender document and also visit the site, if desired, before submission of their offer. Non-familiarity with the job content & site shall not form any basis for and extra claim, whatsoever in nature. Bidders are also to note that the information given in additional specification of contracts shall supersede the information given anywhere else in the tender document for similar clause.
- 1.3 Bidders are to submit this Special Condition of Contracts duly signed & stamped on each page as a token of acceptance along with their offer.
- 1.4 Any deviation, if any, shall be explicitly mentioned on the Exception and Deviation sheet only, i.e. if any deviation mentioned anywhere other than deviation sheet shall not be considered for tender evaluation.
- 1.5 Bidders are requested to submit the relevant bid documents under the correct "description" and "sub category name" in tender documents, non evaluation of bid documents due to wrong submission on part of the bidder shall be their whole responsibility.
- 1.6 Bidders shall strictly comply to current "Wage Regulation Act".
- 1.7 Normally, job shall be carried out during 0800 hrs to 1700 hrs but during exigencies, work may continue beyond 1700 hrs as per requirement. Manpower shall report at 8AM to EIC / site engineer on daily basis.

2.0 SCOPE OF WORK & SUPPLY (CONTRACTOR)

This tender is for Development of Garden in front of Admin Building at HURL Barauni Project Site. The scope of the work includes:

- 2.1 Development of Garden at HURL office mainly includes, development of land for gardening by uprooting rank vegetation and weeds, providing & laying Neelgiri/Mexican Grass turf, supply & plantation of decorative/seasonal/permanent plants/shrubs, supply & apply of manure to the soil, providing Pop up Sprinkler system including all materials and other allied jobs to develop the garden.
- 2.2 In addition to this Contractor have to maintain all these plants/shrubs/grass to 03 months from the date of development of garden.
- 2.3 All tools and tackles shall be under contractor's scope.
- 2.4 All required manpower shall be under contractor's scope.
- 2.5 All transportation of materials shall be under contractor's scope.
- 2.6 If any plant damaged during maintenance period the same shall be re provided by the contractor without any extra cost.
- 2.7 Material supply is under contractor's scope.
- 2.8 All safety, medical, insurance etc. of deployed manpower shall be under contractor scope.
- 2.9 Digging/Ploughing by tractor, forking repeatedly for removal of all weeds by uprooting manually, disposal of waste.
- 2.10 Horticultural operations shall be started on ground with leveling and dressing to required Formation levels and slopes, according to design of Beds and Grass Area.
- 2.11 Supply and Mixing of Manure as per requirement in Beds & Grass area.
- 2.12 Fine Dressing for laying Grass & Plantation.
- 2.13 Digging holes and filling with Manure/soil mixture for plantation.
- 2.14 Supply and laying of turf carpet grass.
- 2.15 Supply and plantation of good quality saplings, plants, tree as per requirement.
- 2.16 Design of Pop up Irrigation system for whole area including Grass & Beds.
- 2.17 Installation & Operation of Pop up Irrigation system.

3.0 HURL'S SCOPE OF WORK

- 3.1 Water at one source will be provided by HURL at free of cost.
- 3.2 Power at one source will be provided by HURL at free of cost.

4.0 MEASUREMENT OF WORKS:

- 4.1 Measurement of work shall be made in the units mentioned in the schedule of rates.

5.0 CONTRACT SCHEDULE

5.1 The duration of the contract shall be for 3 Months date of providing terms and conditions based on mutual agreement of HURL & the party. However, in case of poor performance the contract shall be terminated with a notice period of 15 days without any liability to HURL.

5.2 The contractor shall mobilize within One (01) week from the date of written intimation given by EIC/SIC after issue of work order.

6.0 SAFETY CLAUSES

- 6.1 All safety requirements shall be fulfilled by contractor. Safety of all manpower, tools involve shall be under contractor scope.
- 6.2 Safety in totality is complete responsibility of contractor.
- 6.3 Proper safety arrangements / PPEs for carrying out the job is under contractor's scope and same has to be complied with as per the direction of EIC.

7.0 STATUTORY REQUIREMENTS

- 7.1 The Party shall ensure compliance of all statutory requirements as per GCC/SCC terms & conditions and all Central & State Government notification from time to time.
- 7.2 Bidders shall strictly comply to current "Wage Regulation Act".
- 7.3 Contractor shall ensure regular wage payment, deposition of PF etc as per prevailing rules from time to time. Contractor shall abide by with all rules & regulation w.r.t. labour laws, insurance coverage etc.
- 7.4 Any kind of liabilities w.r.t. execution of the contract w.r.t. rules & Regulations shall be born by the contractor within the quoted rates.
- 7.5 Party has to strictly follow the labour oriented rules as per guidelines of the Owner's Personnel and Administration Department and Labour Department of Bihar Government. Party has to adhere to the latest amended minimum wages prevalent during the contract period.

8.0 ACCOMODATION & TRANSPORTATION:

- 8.1 All boarding / lodging / Transportation / Local conveyance of workman engaged shall be in the scope of Contractor.

9.0 PAYMENT TERMS:

- 9.1 Payment shall be made available inline with provision of GCC / SCC.

Sign & Seal of Contractor

XXXXXXXXXXXXXX

SOR (Schedule of Rate)					
S.No.	Job Description	Unit	Rate	Quantity	Amount
1	Uprooting rank vegetation and weeds by digging the area to a depth of 60 cm, removing all weeds and other growth with roots by forking repeatedly, breaking clods, rough dressing, flooding with water, uprooting fresh growths after 10 to 15 days and then fine dressing for planting new grass, including disposal of all rubbish with all leads and lifts.	SQM	45.42	2200	99932.20
2	Providing and laying Neelgiri/Mexican grass turf with earth 50mm to 60mm thickness of existing ground prepared with proper level and ramming with tools wooden (Dhurmos) and then rolling the surface with light roller make the surface smoothen and light watering with sprinkler and maintenance for 30 days or more till the grass establish properly, as per direction of officer-in-charge	SQM	179.03	2200	393855.93
3	Duranta Golden & other Hedge Plants	Each	16.95	1000	16949.15
4	Foxtail Palm	Each	550.85	80	44067.80
5	Hamelia patens of height	Each	42.37	400	16949.15
6	ANNUAL FLOWER SEEDLINGS Carnation & other varieties	100 Tray	1016.95	15	15254.24
7	Hibiscus - Hybrid Varieties & other Flowering Shrubs	Each	152.54	250	38135.59
8	Plumeria Alba	Each	635.59	10	6355.93
9	Croton Petra & other decorative shrubs	Each	101.69	200	20338.98
10	Bamboo Buddha valley	Each	381.36	10	3813.56
11	Dracaena 'Song of India' plant & other similar plants	Each	93.22	300	27966.10
12	Supplying and stacking at site dump manure	CuM	243.86	100	24385.59
13	Ficus Nuda, Starlight & other decorative plants well developed with fresh & healthy foliage	Each	279.66	200	55932.20
14	Pop up Sprinkler Irrigation System (Hunter USA /Netafim Israel)	SQM	150.00	2200	330000.00
15	Sub Total (1 to 14)				1093936.44
16	GST @ 18 %				196908.56
17	Grand Total with GST				1290845.00

Price Bid/ Financial Bid

Tender Inviting Authority: DGM (P J & Admin) HURL Barauni.						
Name of Work: Development of Garden in Front of Admin Building at HURL Barauni Project Site.						
Contract No: HURL/BR/CC/19-20/05						
Name of the Bidder/ Bidding Firm / Company :						
<u>PRICE SCHEDULE</u> (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
<u>SCHEDULE OF RATES:</u> 1. The Tenderers shall quote Rate upto two decimals only. Tenderers to note that only first two decimals shall be considered for evaluation if Quotation having more than two decimals. Bidder to go through Preamble to SOR mentioned in the tender document before quoting. 2. For quoting percentage rate bidder to select At Par /Excess/ Less from drop down menu of the BoQ sheet and enter applicable percentage in Cell below in BoQ sheet. For Quoting At Par bidder to enter percentage value as 0 %. In case of any tempering of BoQ sheet offer shall be liable for rejection i.e fixed. 3. GST: A. The quoted rate/amount shall be inclusive of all taxes and duties etc. as per tender but exclusive of the GST. Bidder must quote their rates exclusive of GST. The GST if applicable shall be paid extra as per applicable rates. B. The offer will be evaluated inclusive of applicable GST.						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1	Development of Garden in Front of Admin Building at HURL Barauni Project Site.					
1.01	"Development of Garden in Front of Admin Building at HURL Barauni Project Site. "for details refer SOR (S.No. 1 to 14) given along with tender documents as per Annexure - A. Amount shown against this line is Total Amount for Item No . 1 to 14	1.00	LS	1093936.44	1093936.44	INR Ten Lakh Ninety Three Thousand Nine Hundred & Thirty Six and Paise Forty Four Only
Total in Figures					1093936.44	INR Ten Lakh Ninety Three Thousand Nine Hundred & Thirty Six and Paise Forty Four Only
Quoted Rate in Figures			Select		0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				

Note:

1. Bidder is required to select At Par / Excess / Less first & then they have to quote the differential rate.
2. GST @ 18 % shall be applicable extra to the above prices.

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: -----
--

Name of Tender / Work: -

Dear Sir,

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

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to (including all documents like annexure(s), schedule(s), etc ..), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation 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 certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

(Self Declaration on Bidder's Letter Head as per below proforma)

DECLARATION

To ,

.....
.....
.....

NIT NO. :

Tender id:-

Name of Tender / Work:

Sir,

We hereby declare that M/s is neither put on Holiday or Black-listed by any Government / PSU / Private firm or Financial Institution.

Signature

Name :

Designation :

Seal of the Bidder:

NO DEVIATION CERTIFICATE

Bidder's Name & Address :	To, DGM (PJ & ADMN), HURL Barauni Urvarak Nagar, Begusarai-851115
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1. With reference to our Bid (Reference No. dated) forl Works at Barauni, Bihar, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendments(s) / Clarification(s) / Addenda / Errata (if any) issued by the Owner prior to opening of Techno – Commercial Bids and the same has been taken into consideration while making our Techno – Commercial Bid & Price Bid and we declare that we have not taken any deviation / exceptions in this regards.
2. We further confirm that any deviation variation or additional conditions etc or any mention, contrary to the Bidding Documents and its Amendments(s) / Clarification(s) / Addenda / Errata (if any) as mentioned at 1.0 above found anywhere in our Techno – Commercial Bid and / or price Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing which the Bid Security shall be forfeited.

For and on behalf of :

Stamp & Signature :

Name :

Designation :

Date :

No near relative certificate

(To be given on Company Letter Head)

Date:

To,

Sub: No near relative certificate

Tender Reference No: -----
-

Name of Tender / Work: -

Dear Sir,

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

as per your advertisement, given in the above mentioned website(s).

2. I / We do hereby declare that we are not relative of any Director of HURL or any of his relative is a partner.
3. In our firm there is no Partner who is director of HURL or any of his relative is a partner.
4. We declare that none of our relative is working as an "EMPLOYEE" in the Corporation.
5. I/We have not engaged any person(s) of doubtful antecedent and if any such person (s) found by management I/We am/are agreeing for punishment as deemed fit by management.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

FORMAT FOR ANNUAL TURNOVER OF LAST 3 FINANCIAL YEARS

YEAR	AMOUNT (INR)
Year 1: 2018-2019	
Year 2:2017:2018	
Year 3:2016:2017	

Sign & Stamp of Contractor

Format For Electronics Payment

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

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

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

Authorized signatory of the bidder:

Name:

Designation:

Date:

FORMAT OF CONTRACT AGREEMENT

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

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

BETWEEN

(1) **Hindustan Urvarak & Rasayan Limited**, a corporation incorporated under the laws of India and having its Registered office at Coal Bhavan, Coal India Limited 7th floor, Plot no- AF-III, Action area-1A, Newtown, Kolkata-700156, West Bengal (hereinafter called “the Owner”), and (2) with its registered/ head office at Bihat, rattan chowk, Distt- Begusarai, bihar, Pincode- 851135 , (hereinafter called “the Contractor”)

WHEREAS the Owner desires to engage the Contractor to perform -----
----- 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 term 'CONTRACT DOCUMENTS' shall mean and include the following documents which shall constitute the Contract and shall be deemed to form an integral part of the Contract:*

- a) *Contract Agreement and its Appendices*
- b) *Letter of Intent (LOI)*
- c) *Special Conditions of Contract and amended/ clarification, if any.*
- d) *General Conditions of Contract and amended/ clarification, if any.*
- e) *Part II, Technical , of the NIT documents and amended/ clarification, if any.*
- f) *Technical Specifications and Drawings and amended/ clarification, if any.*
- g) *The Bid and Schedule of Prices including Supplementary Price, if any.*
- h) *Integrity Pact (IP) signed between the Owner and the Bidder/Contractor*
- i) *Instruction to Bidders*

The above documents are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

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 Clause 1.1 above.

1.3 **Definitions**

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

ARTICLE 2. CONTRACT PRICE AND PAYMENT TERMS

2.1 **Contract Price**

The Owner hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations under the Contract. The Contract Price shall be **Rs.**
(Rupees), or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.2 **Payment Terms**

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

ARTICLE 3. EFFECTIVE DATE FOR DETERMINING TIME FOR COMPLETION

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

ARTICLE 4. NON-ASSIGNABILITY

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

ARTICLE 5. GOVERNMENT OF INDIA NOT LIABLE

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

Accordingly, the Contractor expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue the Government of India 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 OWNER or other person representing the OWNER or acting on behalf of the OWNER in or pursuant to the Contract or in the discharge of any obligation to the OWNER under the Contract or otherwise in relation to the Contract shall have any personal liability to the CONTRACTOR or any Sub-Contractor, agent, representative, director or employee of the CONTRACTOR or to any other person acting for or on behalf of the CONTRACTOR and the CONTRACTOR on its own behalf and on behalf of its Sub Contractors, directors, employees, agents and representatives hereby waives and disclaims any and all right of action which it or they may have whether under tort or Contract or otherwise against the OWNER or any director, employee, agent, consultant or representative of the OWNER for act of omission or commission done or omitted to be done.

ARTICLE 8. WAIVER

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

ARTICLE 9. LANGUAGE OF CONTRACT AND COMMUNICATION

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

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

Signed by for and on behalf of the Owner

[Signature]

[Title]

in the presence of _____

Signed by for and on behalf of the Contractor

[Signature]

[Title]

in the presence of _____

CONTRACT AGREEMENT

dated the _____ day of _____, 20 _____

BETWEEN

[“The Owner”]

and

[“The Contractor”]